

AGREEMENT
BETWEEN
THE NORTHERN BERKSHIRE VOCATIONAL
REGIONAL SCHOOL DISTRICT

AND

CHARLES H. McCANN TECHNICAL SCHOOL
FACULTY ASSOCIATION

SEPTEMBER 1, 2020 – AUGUST 31, 2023

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AGREEMENT

AGREEMENT made as of the first day of September, 2020 pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT COMMITTEE (hereinafter referred to as "Committee") and the CHARLES H. McCANN FACULTY ASSOCIATION (hereinafter referred to as "Association").

ARTICLE I - RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of all regular professional employees who teach (including those employees in Exhibit B positions who teach), plus guidance counselors, department coordinators, school nurse and librarian, excluding substitute teachers and all other employees. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".

ARTICLE II - COMMITTEE PREROGATIVES

The Association agrees that the Committee has complete authority over the policies and administration of the Northern Berkshire Vocational Regional School District, which it exercises under the provisions of law. It further agrees that said committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects except same shall not be exercised in violation of any of the express terms and provisions of this agreement.

ARTICLE III - GRIEVANCE PROCEDURE

- A. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto. "Grievant" is a teacher or the Association who disputes the interpretation or application of this agreement.
- B. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maximum unless extended by mutual agreement in writing. Grievances submitted after the close of the school year in June shall be processed no later than 30 days after the start of the next school year.

C. Level One. A grievant with a grievance shall, within 45 days immediately after the first day of the occurrence of those acts or omissions upon which the grievance is premised, present it in writing to the superintendent. A teacher with a grievance may present it either directly or through the Association. The grievant shall meet and discuss the grievance with the superintendent.

Level Two. If the grievance is not resolved to the satisfaction of the grievant within seven days after submission at Level One, the grievant either directly or through the Association may present the grievance in writing to the Committee. The grievant shall meet and discuss the grievance before the Committee.

Level Three. If the grievance is not resolved to the satisfaction of the grievant within 30 days after submission to Level Two, the Association may submit the grievance in writing to arbitration before the American Arbitration Association as hereinafter provided.

D. An employee may present a grievance and have such grievance heard without intervention by the Association, provided the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this agreement.

E. The following general provision shall pertain to arbitration:

1. Within ten days after written notice has been given to the Committee that a grievance has been presented to arbitration before the American Arbitration Association in accordance with the provisions of this article, the Committee and the Association shall proceed with the selection of arbitrator. Parties shall be bound by the rules and procedures of the American Arbitration Association unless contrary to the express provisions of this article.
2. The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
4. The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is available for public inspection, to the extent so requested by the Association.
5. The arbitrator will confer with representatives of the Committee and the Association and shall hold hearings and issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon

the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this agreement or other pertinent provisions of law.

6. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Three and so any member shall be excused from his or her regular duties for purposes of so testifying. Such excused absence shall be without loss of pay if such member of the Association notifies the administration seven days in advance of the date for commencement of the hearing.

F. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

G. All decisions rendered at Levels One and Two of the Grievance Procedure shall be in writing with reasons, and shall be transmitted to the grievant and the Association. A decision at Level One shall be final unless within seven days of delivery of said decision to the grievant, the grievance is presented in writing at Level Two. A decision shall be final at Level Two unless within 30 days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

H. The submission of any matter to grievance by or on behalf of one or more teachers by such teacher(s) or the Association shall constitute a waiver of any right or rights the said teacher(s) and Association may have with respect to the matter submitted under other provisions of law and shall preclude the said teacher(s) and Association from pursuing any other remedy.

I. No reprisals shall be taken by the Committee or the school administration against any teacher participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

J. The president of the Association or his designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular workday of the said president or his designee, he shall be released from his regular duties for such purpose without loss of pay.

K. The grievant and the Committee may agree in writing to bypass Level One of the grievance procedure and proceed to Level Two.

ARTICLE IV - SALARIES

A. Salaries during that period beginning September 1, 2020 and ending on August 31, 2023 shall be paid to a person within the unit defined in ARTICLE I in accordance with and at that rate set forth in Appendix A.

B. A teacher first employed by the District during the term of this agreement shall be placed at an appropriate level of the salary schedule as determined by the superintendent and such teacher shall be advised in writing of the placement.

C. Teachers shall be paid every other Thursday in equal payments over 10 months or 12 months, as requested by the teacher, at least two weeks before the first payment. The July and August payments may be paid in a lump sum by June 30th if requested by the teacher. A teacher employed for less than a full "work year" shall be paid for days actually worked at the teacher's "per diem" rate.

D. Whenever the teacher's "per diem" rate is pertinent, it shall be determined by dividing the salary provided for in the applicable salary schedule by 184 or the number of working days teachers are required to attend.

E. A teacher shall upon satisfactorily completing the previous vertical level, advance each September 1st to the next higher vertical level, provided always, the superintendent might withhold such vertical movement if the performance of the teacher is unsatisfactory or for other justifiable reasons. A teacher whose increment has been withheld may have recourse through the grievance procedure. When a teacher qualifies for a horizontal movement between September 1st and February 1st, the effective date of the movement shall be February 1st. When a teacher qualifies for horizontal movement between February 2nd and August 31st, the effective date of movement shall be September 1st. Salary adjustments made in February will be for 50% of the full annual increment.

F. The 'horizontal level' of each teacher is determined by the credits approved by the superintendent.

G. Advance written approval of the superintendent is required for each course, workshop, seminar, training program and other programs of study which the teacher intends to earn credits to advance horizontally on the salary schedule. For teachers on Horizontal C on the salary schedule (academic degree), the superintendent's decision to approve or disapprove an undergraduate course, workshop, seminar or training program coming within ARTICLE IV H 3 shall be final and binding on all parties and shall not be subject to the provisions of ARTICLE III. Proof of the satisfactory completion of the same must be submitted to superintendent before the teacher can advance on the salary schedule and upon receipt of such proof the credits earned will be approved for such advancement.

H. Courses, workshops, seminars and training programs eligible for approval to earn credits to advance horizontally on the salary schedule are listed below. Credits may be granted for other advancement options at the discretion of the superintendent.

1. **VOCATIONAL** (Horizontal A on the Salary Schedule).

a. Credits for successful completion of business or industry-sponsored training programs relevant to the teacher's field of specialization. Three credits will be accepted for 30 clock hours of instruction per training program.

b. Participation in the annual program for vocational educators sponsored by the Department of Elementary and Secondary Education and/or the Massachusetts Association of Vocational Administrators. Three vocational credits will be accepted.

c. All courses offered under the sponsorship of the Department of Elementary and Secondary Education will earn the participant the same number of vocational credits for horizontal movement as the college credit that is assigned the course.

d. Completion of appropriate college level courses. All courses from c above will be accepted. Other college courses will be accepted at the rate of six credits in each block of 15.

e. Three credits will be accepted for a minimum of 105 hours of employment or observation of work in business or industry relevant to the teacher's field of instruction. The teacher will be required to state prior to approval of the work experience how such employment or observation will ultimately benefit the students. Upon completion of the required hours, the teacher will file a comprehensive report signed by the employer concerning the type of work, new skill acquired, new methods/procedures/processes observed and other relevant information which will assist administration in evaluating the appropriateness of the employment. Six vocational credits will be accepted within each block of 15 vocational credits for such employment.

f. Credits will be accepted for a successful completion of certified engineering technician courses sponsored by the American Society of Certified Engineering Technicians, Institute for the Certification of Engineering Technicians, or approved similar organizations. Such organizations usually grant "Continuing Education Units" or "Professional Credits" to participants. These "Units" or "Credits" will be accepted for movement on the salary schedule.

2. **VOCATIONAL DEGREE** (Horizontal B on the Salary Schedule)

a. All courses taken as part of an organized program leading to a bachelor degree or a master's degree in vocational education.

b. Upon completion of a bachelor degree, horizontal advancement credits can be accumulated as defined under 1 above. These credit to be retroactive to September 1 of the current contract year.

3. **ACADEMIC DEGREE** (Horizontal C on the Salary Schedule).

a. All courses, workshops, seminars and training programs not coming within subparagraphs b, c, d, e, or f.

- b. Courses required by the Department of Elementary and Secondary Education for licensure as an academic teacher
- c. Graduate-level courses beyond the master's degree provided such courses are in a field that the teacher teaches or is directly involved with at McCann Technical School.
- d. Graduate-level courses that enhance a teacher as professional such as offered in education, administration and psychology.
- e. Experiences such as attendance at workshops, participation in summer institutes, etc. which are relevant to the teacher's position at McCann Technical School provided the district does not reimburse the teacher for expenses.
- f. Courses in a field for which a teacher is seeking certification provided the teacher is teaching in such a field at McCann Technical School.

I. A part-time teacher shall be paid salary calculated by multiplying the rate set forth in the applicable salary schedule at such teacher's appropriate horizontal level and vertical step by the said teacher's prorated portion of service.

ARTICLE V - TEACHING HOURS, YEAR AND LOAD

A. The "work-day" will begin at 7:45 a.m. and conclude at 3:00 p.m. except as otherwise hereinafter provided. The length of the present student day will be maintained. If starting and dismissal times for students are modified, no such modification will increase the length of the teacher's workday.

B. The principal or his/her designee shall establish duty rosters to insure that detention duties are performed by all teachers whose assignments so permit excluding, however, personnel of the postsecondary programs. Teachers so assigned shall perform such duties. The principal or his/her designee may also assign among teachers whose assignments so permit specific monitoring duties to cover (a) school assemblies provided an administrator is present, (b) those occasions when students are entering or leaving the school building and (c) those occasions during the "work-day" when students are passing in the corridors. The specific monitoring duties so assigned will be required to be performed only within the school building and may not require the interruption of a teacher while such teacher is teaching in a classroom except when a specific problem needing immediate attention renders advisable such interruption.

C. The work year of teachers will begin no earlier than September 1st and terminate no later than June 30th. The work year shall consist of 180 teaching days and four professional development days for a total of 184 days. The district shall determine and publish a school calendar annually.

D. Academic teachers will not be assigned to more than two different subject areas nor to more than a total of three teaching preparations within said subject areas over a two-week period. Exceptions to the forgoing will be scheduled upon mutual agreement between the involved teachers and the principal or his designee. The word “subject” as applied to academic teachers means English, mathematics, social studies and science.

E. Teachers will be available for extra help, make-up work, and to take care of those details that are usually connected with the closing of the daily session and which may involve time beyond 3:00 p.m.

F. Teachers may be required to attend (2) evening meeting each year, parent night and the annual Showcase to Success. Advisory committee meetings will be held as needed, or as requested by the superintendent.

G. Each teacher will have a duty-free lunch period of at least 30 minutes.

H. Academic teachers will be provided ten preparation periods per full week (Monday through Friday). Academic teachers may be assigned during any open period in excess of the aforementioned ten required preparation periods to perform any duty of an educational nature (except corridor or similar non-classroom supervision), provided a teacher so assigned has one preparation period on the day the assignment is performed. Vocational teachers, exclusive of postsecondary instructors, will be provided five preparation periods per full week (Monday through Friday). Four of these preparation periods will be simultaneous with the other teacher in that shop, except in the case of unforeseen circumstances.

I. The workday of a teacher may be varied and modified upon mutual agreement between teacher and the superintendent. Notification of such agreement shall be given by the superintendent to the Association.

J. Department chairpersons and department coordinators will be provided with adequate time to perform their supervisory duties within the workday if available within the overall teaching schedule and without being deprived of the 10 preparation periods per week (Monday through Friday) provided for in paragraph H above. Notwithstanding the foregoing, department chairpersons and department coordinators will teach the same full course load as all other teachers. It is understood that if time is unavailable, the supervisory duties will be performed outside of the workday.

K. Teachers may be permitted to leave before 3:00 p.m. with the consent of the principal or superintendent.

L. Any change in the number of periods in the existing programs, which cause an increase in the workload of any teacher, shall be subject to negotiation between the parties.

ARTICLE VI - ALTERATION OR AMENDMENT OF AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the Committee and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.

B. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

C. The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

D. If either of the parties hereto shall during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

ARTICLE VII - CLASS SIZE

The Committee recognizes that class size is an important factor in good education and will insure that the size of classes will be the most beneficial for both teacher and pupil. To the extent possible, the enrollment in the following areas will be considered maximum class size per instructor.

Academic classes	28 students per teacher
Shop Classes	20 students per teacher

Specially sized classes may be scheduled upon mutual understanding between teacher(s) involved and the administration.

ARTICLE VIII - TRANSFERS, ASSIGNMENTS, VACANCIES AND PROMOTIONS

A. Assignments. Every teacher will be informed by the principal, before the end of the school in June of his/her tentative assignment for the coming school year. Assignments will be made consistent with past practice. Academic teachers shall receive the list of courses they will be teaching in the upcoming school year no later than August 1st. The parties understand that unexpected or emergency situations (e.g. illness, long term absence, loss of a teacher after August 1st) could necessitate a change in one or more teacher's schedules after the August 1st deadline.

B. Vacancies. Whenever any vacancy in a professional position in the bargaining unit occurs or a new position in the bargaining unit is created, it will be adequately publicized by the superintendent on the District website and by e-mail.

The qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously or without basis in fact when such vacancies occur in the future. No vacancy will be filled, except on temporary basis, within ten (10) school days during regular sessions and twenty (20) calendar days during the summer months from the date the notice is posted in the faculty rooms.

C. Transfers and Promotions. Whenever a vacancy in a professional position outside the bargaining unit occurs, the superintendent shall, as soon as is practicable, post a notice of the vacancy in accordance with VIII B. Such notice shall set forth the minimum qualifications for the position, its duties, anticipated range of compensation to be paid and application deadline. Applications for such positions shall be accepted from professional personnel within and without the school system. The superintendent agrees that he shall, in his selection consider the professional background, attainments and experience of each applicant, together with such other factors he shall deem to be relevant. If, in the judgement of the superintendent, the professional background, attainments and experience of the applicants deemed by him to be most qualified are, in his opinion, substantially equal, he will give preference to an applicant then currently employed by the district unless, in the opinion of the superintendent, the grant of such preference shall not be in the best interest of the school system.

ARTICLE IX - SPECIAL ASSISTANCE FOR TEACHERS

The Committee and the Association recognize the fact that classroom teachers may require the assistance of certain specialists in order to effectively carry out their assigned duties. When such assistance is in order, the teacher shall discuss same with the principal and appropriate action, if deemed necessary or required by the superintendent, shall be taken.

ARTICLE X - SICK LEAVE

Sick leave shall be granted at the rate of one and one-half days for each month of employment, same to accumulate to a maximum of 300 days for those covered by this Agreement. Members of the unit with more than 225 days of accumulated sick leave as of

9/1/93 will retain those days in excess of 225 and as sick days are used additional days will be added to again reach that 9/1/93 maximum; subject, however to the following:

A teacher who commences a school year for the first year of service or with no accumulated sick leave, shall have available 10 days sick leave to charge against future earned sick leave days during the ensuing school year. However, if the teacher resigns or is discharged prior to offsetting the number of used sick leave days against earned sick leave days, the District shall deduct from the compensation due said teacher, the sick leave days used in excess of said days earned.

Sick leave may be used for the purposes of illness or injury only. In the event a teacher is absent due to illness or injury (a) in excess of three (3) or more consecutive working days; or, (b) one (1) or more working days immediately preceding or following a weekend, holiday, personal day or school vacation, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave. Failure to provide such certificate precludes the use of sick leave for the absence, unless the Superintendent decides otherwise, in his sole discretion. If the District requests a certificate and the certificate indicates the teacher had an illness or injury, the District will reimburse the teacher costs incurred for the certificate.

ARTICLE XI - SEVERANCE PAY

Severance pay shall be paid to all professional staff members at the rate of \$35.00 per day for each day of unused, accumulated sick leave not to exceed 255 days in accordance with the provisions listed below, 1, 2, 3, 4, 5.

1. A professional staff member hired by the District prior to April 2, 2012 shall be paid his or her severance pay if he or she retires and on the date of retirement has a minimum of 15 years of service to the district or has attained age 55. A professional staff member hired by the District after April 2, 2012 shall be paid his or her severance pay if he or she retires and on the date of retirement has a minimum of 15 years of service to the District or has attained age 60. A professional staff member shall be paid his or her severance payment as set forth in Article XI if he or she is terminated by a reduction of force.
2. Written notification of June retirement must be submitted to the superintendent on or before January 15th of the year of retirement. For a retirement other than June, a 60-day notice must be given to the Superintendent.
3. If a professional staff member, after submitting notification of retirement, as provided herein, shall die, the severance pay due him or her shall be paid to his or her estate as soon as legally possible in the next budget year, but no later than September 15th of the next budget year.

4. If a professional staff member, without having submitted notice of retirement, but meeting all other requirements as provided herein should die, the severance pay due him or her shall be paid to his or her estate as soon as legally possible in the next budget year, but no later than September 15th in the next budget year.
5. No such member shall receive severance pay if his or her employment is terminated by resignation or dismissal.
6. In the event a professional staff member who was paid a severance payment pursuant to this Article XI desires to return to work for the District either through recall or rehire must repay the entire severance payment prior to the first date he or she teaches a class. In the alternative, the teacher may elect to repay the severance payment in equal bi-weekly payroll deductions over the remaining school year, or, with the consent of the District (which consent need not be given) pursuant to some other repayment plan. Under the repayment plan the severance payment must be repaid in full by the end of the first school year in which the teacher returns to work. The District will credit the teacher with the number of sick leave days represented by the severance payment the teacher received upon full repayment in the event the teacher's employment is terminated prior to full repayment, the District shall reimburse the teacher the amount repaid, without interest. Failure to repay the severance payment in full as required herein shall render the individual ineligible for employment with the District and shall constitute just cause for termination. In the event of a recall, the individual shall be removed from the Final Ranking List for the position in issue.

ARTICLE XII - TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be granted temporary leaves of absence without loss of pay for the following terms and conditions:

1. In the event of the death in the immediate family, three (3) days for each death. (If more than one death occurs with funerals to be held simultaneously, the deaths shall be considered as one). "Immediate family" shall consist of: husband, wife, son, daughter, brother, sister, father, mother, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, and stepchildren.
2. For a period not in excess of five calendar days for imperative personal business or action which cannot be effectively conducted at a time or times other than during the school hours, provided the teacher gives the superintendent or his/her designee at least 24 hours' written request in advance (except in case of emergency) on a "REQUEST FOR LEAVE" form. (The nature of the leave to be disclosed by category, i.e., personal business, legal, medical, educational and family.) If more than 10% of the teachers request such leave for a given day or days, the superintendent or his/her designee may deny the request of one or more teachers, if

the leave of such teacher or teachers will cause more than 10% of the teachers on personal leave to be absent, and further provided teacher may not use such leave for the purpose of extending a weekend, holiday or vacation. The granting of such leave shall be in the order in which written requests for such leave are received by the superintendent or his designee.

- B. The superintendent may, but need not, grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions:
1. Superintendent authorized day or days granted for workshops, field trips, conferences and trips involving District or District school's interests for worthwhile educational experiences; subject, however, to the submission of written reports, if requested by said superintendent.
 2. Leave for additional absence may be granted for personal and imperative reasons, upon approval thereof by the superintendent. However, such granted additional absence shall be charged against accumulative sick leave.

Any absence granted under paragraph 2 above that cannot be charged against accumulative sick leave because same is exhausted or the party obtaining such leave requests that his sick leave not be so charged, shall have deducted from his salary the per diem amount of the annual salary for each day absent for ten (10) month employees; and 1/260 of said annual salary for twelve (12) month employees; and, 1/207 for eleven (11) month employees.

Applications for leave of absence, extensions or renewals of leaves shall be made to the superintendent, in writing in a format consistent with the existing form. Except for emergency reasons or purposes of illness, the granting of leave of absence shall be contingent upon the ability of the administration to secure a satisfactory substitute.

Leave of absence without pay may be granted by the superintendent for the following reasons:

1. Professional study, research, travel or any other good cause.
2. Military leave, subject to existing law (the present law is Chapter 708 of the Acts of 1941, as amended).
3. To care for a sick member of the teacher's immediate family (father, mother, son, daughter, father-in-law, mother-in-law, spouse).
4. For other reasons deemed appropriate by the superintendent.

All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and, he/she will be assigned to the same or similar position which he/she held at the time said leave commenced, if available.

Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave; and, he will be placed on the salary schedule at the

level he would have achieved if he had not been absent; subject, however, to the prior approval of such placement by the superintendent.

Time on leave of absence hereunder shall not be considered as continuous service for the purpose of establishing professional teaching status.

ARTICLE XIII - MATERNITY LEAVE

Maternity leave shall be granted in accordance with M.G.L. c. 149, S 105D, as amended, and shall be without pay except that teacher may utilize accumulative sick leave upon submission of a physician's statement of disability.

ARTICLE XIV - SABBATICAL LEAVE

The superintendent may, in his sole discretion, grant sabbatical leave to the professional staff for academic study. The grant or denial of a sabbatical leave shall not be subject to grievance or arbitration. To apply for a sabbatical leave, teacher must submit an application of intent to seek such leave to the superintendent on or before February 1st of the year preceding the year during which the leave is to commence. Said application shall set forth such information as will enable the superintendent to deliberately review and act upon such request. The applicant will be notified in writing by April 1st that his/her application has been approved or denied. If granted, the teacher must formally notify the superintendent in writing by May 1st of the year in which the sabbatical is desired if he/she intends to take such a sabbatical. Teachers will be compensated at the rate of three-fourths of their regular teaching salary in effect at the same time of the granting (The superintendent may grant up to 100% of teacher's regular teaching salary in effect at the time of the granting of the sabbatical if teacher is to be absent from such teacher's teaching duties for only one semester). A teacher taking a sabbatical will be under obligation to return the following year to the District as stated in Chapter 71, Section 41A of the General Laws and otherwise comply with the provisions of Chapter 71.

A teacher who accepts a leave must sign an agreement stating that he/she will return to service in the District for a period of time equal to twice the length of the leave immediately following the school year in which the leave was taken. Teachers who fail to complete these agreements will be required to return to the District the appropriate portion of salaries received except in cases of death, incapacitating illness, or other circumstances beyond the control of the individual.

Teachers will not lose professional teacher status by accepting sabbatical leaves, and upon returning from such leaves, teachers will be eligible for any advancement on the salary schedule. The salaries of teachers on leave will be the same as those received by teachers with similar experience and academic training under the salary policies effective during the year of leave.

ARTICLE XV - INJURY IN THE COURSE OF EMPLOYMENT

A. A teacher, who is disabled because of injury sustained in the course of and arising out of a teacher's employment and prevented from working by reason of such injury sustained, who is eligible and receives benefits under the Worker's Compensation Act of

Massachusetts, shall receive each pay period his/her salary in full minus any Compensation received under the Workmen's Compensation Act which may be due or become due to the teacher during the period in which the teacher may be incapacitated. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable = number of teacher's accumulated sick days X teacher's per diem rate.)

B. If the illness or injury of a teacher comes within the purview of both this article and Article X "Sick Leave", it shall be deemed to come within the purview of this article, and such teacher shall not be paid any benefits pursuant to Article X for such illness or injury except as is provided in the preceding paragraph.

ARTICLE XVI - INSURANCE

16.1. The District will offer health and life insurance plans to subscribers (as defined herein) for the duration of this Agreement. A subscriber may enroll in any health plan with such benefits and through such organizations as the District shall from time to time select in accordance with applicable law and this Agreement. The District will pay the percentage of the premium cost for each plan and benefit as set forth herein and the subscriber shall pay the difference. Benefits, deductibles, co-pays, limitations and exclusions are as specified in each plan.

16.2. For purposes of this Article XVI, the term "subscribers" shall mean all then current employees of the District and dependents currently eligible for and receiving health insurance through the District. A subscriber who ceases to be an employee or dependent eligible for and receiving health insurance through the District simultaneously ceases to be a subscriber. For purposes of clarity, retirees and surviving spouses and dependents are not subscribers.

16.3. Each subscriber shall from time to time as requested by the District provide the District with a statement of such subscriber's health insurance from all sources and provide such information about the same as the District shall request. Each subscriber shall provide such information as the District shall request to enable the District to confirm eligibility for the benefits provided herein. Failure to provide such information within twenty calendar days shall be justification for termination of any and all benefits set forth herein.

16.4. The District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§21-23.

16.5. Health Insurance Premium allocations:

16.5.1. The District shall pay toward the premium cost of any HMO plan offered by the District and in which the Current Subscriber is enrolled the amount equal to seventy-three (73%) of the premium.

16.5.2 The District shall pay toward the premium cost of any POS plan offered by the District and in which the Employee is enrolled the amount equal to sixty-eight percent (68%) of the premium.

16.5.3 The District shall pay toward the premium cost of any PPO plan or other plan not set forth herein offered by the District and in which the Current Subscriber is enrolled the amount equal to sixty-eight percent (68%) of the premium.

16.5.4 On the effective date of this agreement the District will pay the amount equal to sixty-five percent (65%) of the premium of the cost for a \$20,000 group term insurance plan insuring the life of each Teacher. Each Teacher will have the option to purchase additional term life insurance of the type presently available, as the law permits (CH 32B), at full cost, with no District contribution, on a payroll deduction plan.

16.5.5. The District shall pay toward the premium cost of such dental benefit plan as is selected by the District and in which the Current Subscriber is enrolled the amount equal to seventy-three percent (73%) of the premium.

16.5.6 A Cafeteria Plan under the Internal Revenue Code Section 125 will be offered to teachers at no administrative or other cost to the District.

ARTICLE XVII - NON-TEACHING DUTIES

Teachers will not be required to perform the following:

- A. Monitoring of student conduct on sidewalks and buses (except pursuant to athletic events, field trips or off premises job sites) during school hours.
- B. Collect money from students, except when required to support extra-curricular activities and with the approval, support and assistance of the administration.
- C. Clerical duties that are not related to their teaching assignment, classroom or shop, however for professional correspondence, curriculum and or unit development and similar approved projects, clerical support will be provided when appropriate. (A photocopy machine shall be made available for classroom material duplication).
- D. Drive students to activities, which take place away from the school building, except where such activity is an extension of the classroom (job sites, field trips etc.), or on a voluntary basis with advanced approval of the administration.
- E. Health services, such as administering eye and ear examinations and weighing and measuring students.
- F. Cafeteria monitoring duty, except on a volunteer basis.

G. Monitoring of student conduct in lavatories except when a specific problem is apparent.

ARTICLE XVIII - POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL AND STATE PROGRAMS

A. All openings for teaching positions in summer school and evening adult education programs and under federal and state programs shall be publicized by the superintendent so that teachers may apply for such positions.

B. Positions in the summer, evening school and under federal, state and other programs will, to the extent possible, be filled first by regularly appointed teachers in the system.

C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the school system and, in regard to summer school or evening school positions, previous summer school or evening school teaching experience.

ARTICLE XIX - GENERAL

A. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained therein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and/or policy statements and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

B. The Committee will make available to the Association in the superintendent's office, as soon as possible, copies of the agenda and minutes of official Committee meetings. All other public documents shall be made available to the Association upon request.

C. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit the participation in such meeting.

D. 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.

ARTICLE XX - DUES DEDUCTIONS

The District agrees to deduct from the salaries of its teachers for local, state and national dues and for McCann Faculty Association, Massachusetts Teachers Association and National Education Association services and programs as said teachers individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the appropriate association. Teacher authorization will be in writing.

ARTICLE XXI - SUBSTITUTE TEACHERS

The administration will make every reasonable effort to provide a qualified substitute teacher when it is made aware that the regular teacher will be away from his regularly constituted duties, except that a teacher with more than 10 preparation periods per week may be assigned to substitute teach if the teacher so assigned continues to have one preparation period on the day the assignment is to be prepared.

ARTICLE XXII - TEACHER EVALUATION

The Parties have negotiated a teacher evaluation system set forth at Appendix C (“Teacher Evaluation System”) which has been submitted to the Department of Elementary and Secondary Education (“DESE”) for review. As of the date hereof, DESE has not responded to Parties submitted Teacher Evaluation System. The Parties agree to implement the Teacher Evaluation System pending approval by DESE. If DESE does not approve the Teacher Evaluation System, the Parties agree to collectively bargain to satisfy DESE’s objections and any information, materials and evaluations obtained, developed or conducted pursuant to the attached will be modified to and used in the teacher evaluation process previously used by the Parties and replaced by the Teacher Evaluation System.

ARTICLE XXIII - USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings at reasonable times for meetings. The principal or superintendent will be notified in advance of the time and the place of all such meetings. The said Association will have the right to use the athletic facilities and equipment at the school. The schedule and other related matters will be arranged in advance with the principal or superintendent. The cost, if any, for custodial services, shall be borne by the Association.

B. There will be one bulletin board in each faculty room for the purpose of displaying notices, circulars and other Association material. Copies of any such material will be given to the principal, but his advance approval will not be required.

ARTICLE XXIV - REDUCTION IN FORCE

24.1. Whenever the superintendent determines, in the exercise of his discretion and after taking into account teacher retirements and resignations, to reduce the number of teachers employed by the District, he shall determine the anticipated staffing needs, identify the areas by licensure in which the Superintendent intends to reduce the number of teachers employed by the District. The Superintendent shall notify the Association as provided herein for each such position.

24.2. Non-Professional Teacher Status. The District shall implement such reduction by laying off, dismissing or not renewing the employment of those teachers at will for whose position there is a teacher with professional teacher status who desires to fill the position and who: (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District in at least 3 of the preceding 5 school years, including the then current year; and, (3) did not receive other than a Proficient or Exemplary rating in either of his/her three most recent summative evaluations (or a positive evaluation prior to the 2014/2015 school year) as a Teacher in the District.

24.3. Reduction within area of licensure. If the Superintendent determines that there is a further need for reductions in teachers after implementing §24.2, teachers with professional teacher status shall be laid off within the licensure area targeted for reduction based on their job performance in the position. A teacher's job performance shall be based on the teacher's past summative evaluations as compared to other teachers' past summative evaluations in the position and area of licensure targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers in the then current year and up to three preceding summative evaluations (including pre 2014/2015 school year evaluations). Ties in the determination of qualifications shall be broken by whether the teachers have a professional license or an initial license in the targeted discipline. In the event the teachers in question have the same license (professional or initial) then Length of Service shall be the determinative factor. If the teachers in question have the same Length of Service, the Superintendent shall make the determination.

24.4 Displacing in a different area of licensure. A teacher who is laid off as a result of §24.3 above or the elimination of that teacher's position may be entitled to displace a teacher in another subject discipline using the same criteria in §24.3 and provided that the professional status teacher seeking to displace another teacher, as of the date of the Position Reduction Notice, (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District in at least 3 of the preceding 5 school years, including the then current year; and, (3) did not receive other than an Exemplary or Proficient rating in either of his/her three most recent summative evaluations (or a positive evaluation prior to the 2014/2015 school year) as a Teacher in the District.

24.5. Prior to giving effect to any reduction, the District shall provide the Association a "Position Reduction Notice" with respect to each position that is being reduced.

24.5.1 (a) In the case of the reduction under §24.2 the Position Reduction Notice shall contain:

1. The Position, including licensure area, affected;
2. The name of the teacher without professional status currently filling the Position, his/her area of licensure, and his/her qualifications; and,
3. The name of the teacher the District will appoint to fill the Position after implementing the reduction.

24.5.1 (b) 1. Within five (5) calendar days of receiving a §24.2 Position Reduction Notice, the Association shall in writing: (1) accept the proposed action; or, (2) propose a teacher with professional teacher status to fill the position. The Association may only propose a teacher who: (1) possesses a valid or inactive license (as defined in 603 CMR 44.07) in the subject matter of the position; (2) has previously taught the subject in the District in at least 3 of the preceding 5 school years, including the then current year; and, (3) did not receive other than a Proficient or Exemplary rating in either of his/her three most recent summative evaluations (or a positive evaluation prior to the 2014/2015 school year) as a Teacher in the District. The failure to propose an alternative teacher within said five (5) calendar day period shall be construed as acceptance of the appointment set forth in the Position Reduction Notice and any resulting appointment and reduction shall not be the subject of a grievance.

2. In the event the Association proposes an alternative teacher with professional teacher status to fill the position, the Association must set forth the name of the teacher, his/her qualifications, and reasons why the qualifications of the Association's proposed teacher are superior to those of the teacher proposed by the District in the §24.2 Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed appointment, the District shall in writing: (1) accept the Association's proposed appointment, agree to fill the position with that teacher and dismiss or not renew the teacher without professional teacher status; or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) calendar days shall be construed as a rejection of the Association's proposal. If the District accepts the Association's proposed appointment, the resulting appointment and reduction shall not be the subject of a grievance.

4. In the event the District rejects the Association's proposed teacher, the Association may grieve the appointment within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two. Failure to file with said ten (10) calendar days shall preclude any further right to grieve the layoff or appointment.

24.5.2 (a) In the case of a layoff pursuant under §24.3, the Position Reduction Notice shall contain:

1. The Position, including licensure area, affected;
2. The name of the teacher with professional status currently filling the Position, his/her area of licensure, and his/her qualifications based on the criteria set forth in §24.3;

3. The name of the teacher with professional status who will fill the Position after implementing the reduction, his/her area of licensure, and his/her qualifications based on the criteria set forth in §24.3;

4. The name of the teacher with professional teacher status who will be laid off after implementing the reduction, his/her area of licensure, and his/her qualifications based on the criteria set forth in §24.3.

25.5.2 (b) 1. Within five (5) calendar days of receiving a §24.3 Position Reduction Notice, the Association shall in writing: (1) accept the proposed action; or, (2) propose an alternative teacher to be laid off. Such alternative teacher must be teaching in that area of licensure. The failure to propose an alternative teacher within said five (5) calendar day period shall be construed as acceptance of the lay off and appointment set forth in the Position Reduction Notice and any resulting appointment and reductions shall not be the subject of a grievance.

2. In the event the Association proposes an alternative teacher, the Association must set forth the name of the teacher, his/her qualifications, based on the §24.3 qualifications and the reasons why the qualifications of the proposed teacher are superior to those of the teacher proposed by the District to be laid off in the §24.3 Position Reduction Notice.

3. Within five (5) calendar days of receiving the Association's proposed layoff, the District shall in writing: (1) accept the Association's proposed layoff, agree to layoff that teacher and retain the District's proposed teacher; or, (2) reject the proposal. The failure to accept the Association's proposed layoff within said five (5) calendar days shall be construed as a rejection of the Association's proposal. If the District accepts the Association's proposed appointment, the resulting appointment(s) and reduction(s) shall not be the subject of a grievance.

4. In the event the District rejects the Association's proposed teacher to layoff, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two. Failure to file with said ten (10) calendar days shall preclude any further right to grieve the layoff or appointment.

24.5.3 (a) In the case of teacher laid off pursuant to §24.3 who desires to displace a teacher in another area of licensure pursuant to §24.4, the Association shall provide the District with a notice ("Displacement Notice") within ten (10) calendar days of the date the Displacing Teacher is laid off after following the procedures of §24.3. The Displacement Notice shall contain:

1. The Position, including licensure area, affected.
2. The name of the teacher with professional teacher status to be displaced and his/her qualifications, including the criteria set forth in §24.3 and licensure. ("Displaced Teacher")

3. The name of the teacher with professional teacher status who the Association proposes to displace the Displaced Teacher and his/her qualifications based on the criteria set forth in §24.3 including licensure. ("Displacing Teacher")

24.5.3 (b) Within five (5) calendar days of receiving a Displacement Notice, the District shall in writing (1) accept the Association's proposed action, agree to fill the position with the Displacing Teacher and lay off the Displaced Teacher; or, (2) reject the proposal. The failure to accept the Association's proposed appointment within said five (5) calendar days shall be construed as a rejection of the appointment proposed by the Association. If the District accepts the Association's proposed appointment, the resulting appointment and reduction shall not be the subject of a grievance.

24.5.3 (c) In the event the District rejects the Association's proposed teacher, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two. Failure to file with said ten (10) calendar days shall preclude any further right to grieve the layoff or appointment.

24.6. Except as set forth in this Article XXIV a reduction in force, layoff or recall is not subject to grievance or arbitration.

24.7. Length of service means a teacher's continuous length of service within the bargaining unit from his or her initial date of employment, plus (a) those years of continuous service immediately prior to dismissal pursuant to the provisions of this article if the teacher has been recalled pursuant to the provisions of this article; (b) those years of service within the bargaining unit if a teacher leaves employment by the District in a position not within the bargaining unit and subsequently returns to employment within the bargaining unit.

24.8. The superintendent will provide a "length of service" list with licensure of each teacher in writing annually to the Association. The list will be available by October 1st. Challenges to this list must be presented in writing to the superintendent by October 15th. If there are no challenges to the list by October 15th, the list will stand until October 1 of the next calendar year except that there shall be added to the list the license of each teacher who prior to January 10th of each year submits to the superintendent his/her license or proof of license (all paperwork must be on file with the Department of Elementary and Secondary Education to establish proof of the ability to obtain license) not appearing on the October list.

24.9. The Parties agree that the best interests of the students and the District is achieved by having teachers who possess proficient or exemplary teaching skills, have satisfactory subject matter discipline knowledge and have professional licenses in the discipline in which they teach. The Parties also agree that no distinction shall be made in this Article XXIV between the summative evaluation ratings defined as proficient and exemplary.

24.10. The Parties agree that a teacher's placement on the salary schedule shall not be a factor in the consideration of a reduction in force.

ARTICLE XXV - RECALL

25.1. Teachers who have been laid off shall be entitled to be recalled to employment as a teacher for a period of two (2) years from the effective date of the particular teacher's layoff.

25.2. If within said two-year period a teaching vacancy authorized to be filled occurs, the Superintendent shall notify all teachers formerly with professional status who possess valid or inactive licenses for the vacant position and who were laid off within the two-year period preceding the date of the notice and whose last three summative evaluations as a Teacher in the District were proficient or exemplary. The notice shall be by certified mail, return receipt requested addressed to the teacher at his/her last address as it appeared on the records of the District.

25.3. A person so notified shall have twenty (20) calendar days from the date of delivery of written notice to notify the District in writing that he/she has an interest in the vacant position.

If more persons express an interest that there are available positions, the Superintendent shall use the procedure in Article XXIV, §3 to rank the candidates among the persons who indicated an interest in the position.

25.4. The Superintendent shall provide a ranking of the candidates to the Association, including the names and qualifications based on the criteria set forth in Article XXIV, §3 ("Ranking List").

25.4.1. Within five (5) calendar days of receiving a Ranking List, the Association shall accept the rankings or propose new rankings. The failure to propose new rankings within said five (5) calendar day period shall be construed as acceptance of the District's Ranking List. If accepted, it shall be the Final Ranking List.

25.4.2. In the event the Association proposes new rankings, the Association must set forth the rationale including the Article XXIV, §3 criteria for its rankings.

25.4.3. Within five (5) calendar days of receiving the Association's rankings, the District shall accept or reject it. If accepted, it shall be the Final Ranking List. The failure to accept the Association's rankings within said five (5) calendar days shall be construed as a rejection of the Association's rankings.

25.4.4. In the event the District rejects the Association's rankings, the Association may grieve the rejection within ten (10) calendar days of the date of the rejection. Such grievance shall commence at Level Two and shall determine the Final Ranking List.

25.5. The Superintendent shall use the Final Ranking List to offer the position to the most highly ranked teacher or, if that individual no longer desires to fill the vacancy, the next highest ranked candidate, and so on until an individual accepts and subject to the provisions of Massachusetts general Laws Chapter 71, shall hire such teacher. The District shall to the extent permitted by law elect teachers appointed pursuant to the provisions of this article to serve with professional status and to restore to said teacher such teacher's unused accumulated sick leave.

25.6 The Final Ranking List and any offer or hire pursuant to the Final Ranking List shall not be the subject of a grievance.

25.7 The District will not be held responsible for the failure of the postal service to deliver letters of notification or for the failure of the postal service to deliver letters of reply within specified time limits.

25.8 All unutilized benefits to which a teacher is entitled at the time of the layoff shall be restored in full upon reemployment within the recall period.

25.9 In the event the teacher recalled received a severance payment as set forth in Article XI, refer to Article XI for the repayment requirement of the severance payment as a condition of employment and reinstatement of sick leave days used in the calculation of the severance payment.

ARTICLE XXVI - EXTRA CURRICULAR ACTIVITIES

A. Before undertaking to assign any person to a position described on Appendix B or similar position funded by grants, the superintendent shall post the involved positions on the District's website and via email. Applications for such positions shall be accepted from both members and non-members of the aforesaid unit. The administration agrees that it shall, in selecting an applicant, consider the background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the administration the background, attainments and experience of the applicants deemed by it to be the most qualified are in, in its opinion, substantially equal, it will give preference to an applicant who is a member of the aforesaid unit unless, in the opinion of the administration, the grant of such preference shall not be in the best interest of the school system. The decision of administration regarding such assignments is a matter of educational policy and shall not be subject to Article III. A teacher so appointed shall not be removed from such appointed position during the term of his/her appointment without cause.

1). Athletic Extra-Curricular Positions

If the applicant selected is a member of the aforesaid unit, appointments to a position shall be for a period of three (3) years. Whenever possible appointments shall be made no later than August 1st of each calendar year or at least 30 days prior to the beginning of the season. The provisions of Chapter 71, Section 47A relevant to athletic coaches shall apply to all coaching positions.

Director of Athletics
Site Coordinator
Head Coaches
Assistant Coaches
Scorer, Timer, Ticket Takers

2). Activity advisors, class advisors, and other non-athletic positions currently filled by a faculty member may remain filled consistent with past practices and subject to the

conditions in Article XXVI. Positions filled shall be for a period of three (3) years (except class advisor positions, which shall be for a period of four (4) years or conclude with class graduation). Whenever possible appointments shall be made no later than August 1st of each calendar year or, at least 30 days prior to the beginning of said activity.

Book Club
Business Professionals of America
Cheerleading Advisor
Curriculum Coordinator
Data Team
Evening School, tutors, summer school, etc.
Freshman Class Advisor
Junior Class Advisor
Mentor
Mentor Coordinator
Robotics
Ski Club
SkillsUSA
Sophomore Class Advisor
Senior Class Advisor
Virtual High School
Yearbook Advisor

2A). Mentor and mentor coordinator positions shall be filled as required by statute to assist with the development of new teachers. Appointments will be made on an annual basis by the Administration after considering background, experience and other relevant factors.

3). Department chairpersons, school lunch program supervisor, dental assisting, medical assisting, practical nursing, and surgical technology coordinator positions shall be filled by a member of the aforesaid unit consistent with past practices and subject to the conditions in Article XXVI. A teacher so appointed shall not be removed from such appointed position during the term of his/her appointment without cause.

ARTICLE XXVII - TRAVEL AND UNIFORMS

A. Medical instructors and school nurse will be reimbursed for mileage from school to hospitals and nursing homes at the IRS standard amount per mile for use of their personal vehicle, with prior administration approval, when a school vehicle is not available.

B. Medical assisting, dental assisting, practical nursing, surgical technology and cosmetology instructors and the school nurse shall be reimbursed for uniforms in the amount of \$60 per year.

C. Shop coats will be furnished to shops at two (2) per instructor per week for the automotive, machine, metal fabrication and carpentry shops.

ARTICLE XXVIII - PROFESSIONAL IMPROVEMENT/ LICENSURE

The Committee and the Association have agreed that funds will be provided to reimburse professional staff for certain expenses incurred in pursuing professional improvement and re-licensure.

ALL COURSES AND ACTIVITIES FOR WHICH REIMBURSEMENT IS SOUGHT SHALL BE SUBJECT TO THE FOLLOWING:

1. Prior approval shall be obtained from the superintendent. The superintendent will provide an appropriate form.
2. Teacher shall complete the course or other activity in a satisfactory manner. For a course, a passing grade in writing from the instructor/institution shall be submitted. (Reimbursement shall not be allowed for auditing a course.) For an activity other than a course, written validation from the provider that the activity was completed in a satisfactory manner shall be submitted. These submittals shall be made prior to any reimbursement.
3. Approval for reimbursement will be granted ordinarily only for a course taken at an accredited college or university and for an activity other than a course, taken from a legitimate and reputable provider. Such course or activity must be associated with the teacher's assignment and/or would enhance a teacher's professional ability and/or performance. Each request will be judged on its own merits as determined by the Superintendent.
4. As a condition precedent to any reimbursement, the teacher shall submit such documentation as the District may reasonably require to verify that a reimbursement is appropriate, including the amount of such reimbursement. Reimbursement shall not be made if payment has or will be received from another source.
5. The reimbursement for each course or activity shall not exceed the lesser of: (1) the actual cost of the course or activity paid by the teacher (after taking into account any amount paid or to be paid from another source); (2) \$500.00; and, (3) the Massachusetts College of Liberal Arts tuition rate for the same or similar course, as exclusively determined by the Superintendent. The reimbursement shall not include, and may not be applied to, fees or other costs or expenses associated with the course or activity such as, without limitation, books, general fees, transportation, etc. Any portion of the maximum \$500.00 per course or activity reimbursement not applied to a course or activity shall not be applied to any other course or activity.

6. A teacher may qualify for reimbursement for not more than two courses or activities in a school year.

Reimbursement shall be made for courses or activities no later than July 1st of each year provided that required documentation shall have been submitted at least four (4) weeks prior.

ARTICLE XXIX – COMPLAINT AGAINST A TEACHER

A. No material derogatory to a teacher’s conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review 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 under the express understanding that such signatures 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 such teacher’s answer shall be reviewed by the superintendent and attached to the file copy.

B. No complaint regarding a teacher shall be considered unless reduced to writing by the complainant. Such written complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher, and the complainant identified.

C. The Association recognizes the authority and responsibility of the principal for disciplining and reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of principal, however, he will be entitled to have a representative of the Association present.

D. No teacher will be dismissed, disciplined, reprimanded, reduced in rank or compensation, not re-appointed, or deprived of any professional advantage without just cause.

ARTICLE XXX - DURATION AND RENEGOTIATION

This agreement shall be effective as of September 1, 2020, and remain in full force and effect through August 31, 2023. Both Parties agree that on or about October 15, 2022, they will use their best efforts to negotiate an agreement to become effective on the expiration of this agreement. The parties agree that terms and conditions of this agreement shall remain in force and effect past August 31, 2023 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF, we have affixed our hand effective as of September 1, 2020.

NORTHERN BERKSHIRE VOCATIONAL
REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

By *Gary Rivers* Date *2/23/21*
Gary Rivers, Chairperson

CHARLES H. McCANN FACULTY ASSOCIATION

By *Kara Dougherty* Date *2/25/21*
Kara Dougherty, President

APPENDIX A

School Year 2022-2023

184 Days

Year 3 2%

	Voc Cert		15 Credits		30 credits		45 credits		60 credits		75 Credits	
	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23	FY22	FY23
1	46907	47845	48811	49787	50728	51743	52626	53679	54527	55618	56447	57576
2	48811	49787	50728	51743	52626	53679	54527	55618	56447	57576	58350	59517
3	50728	51743	52626	53679	54527	55618	56447	57576	58350	59517	60257	61462
4	52626	53679	54527	55618	56447	57576	58350	59517	60257	61462	62165	63408
5	54527	55618	56447	57576	58350	59517	60257	61462	62165	63408	64066	65347
6	56447	57576	58354	59521	60257	61462	62165	63408	64066	65347	65978	67298
7	58354	59521	60257	61462	62165	63408	64066	65347	65978	67298	67884	69242
8	60257	61462	62165	63408	64066	65347	65978	67298	67884	69242	69791	71187
9	62165	63408	64066	65347	65978	67280	67884	69242	69791	71187	71691	73051
10	64066	65347	65961	67280	67884	69242	69791	71187	71691	73125	73610	75082
11	65978	67298	67884	69242	69791	71187	71691	73125	73610	75082	75519	77029
12	67884	69242	69791	71187	71691	73125	73610	75082	75519	77029	77403	78951
13	70269	71674	72165	73608	74084	75566	75996	77516	77997	79455	79807	81403
14	72658	74111	74565	76056	76263	77788	78370	79937	80284	81890	82253	83898
15	75972	77491	77887	79445	79797	81393	81716	83350	83631	85304	86004	87724
16	77819	79375	79737	81332	81648	83281	83561	85232	85483	87193	87852	89609
17	79815	81411	81733	83368	83645	85318	85561	87272	87482	89232	89848	91645
18	81754	83389	83671	85344	85580	87292	87496	89246	89418	91206	91786	93622
19	83625	85298	85542	87253	87454	89203	89368	91155	91288	93114	93656	95529
20	85796	87512	87713	89467	89625	91418	91541	93372	93463	95332	95828	97745
21	87193	88937	89109	90891	91022	92842	92935	94794	94859	96756	97223	99167
22	89030	90811	90945	92764	92857	94714	94773	96668	96695	98629	99061	101042

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APPENDIX B

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
1) Athletic Extra Curricula Positions.	1.25%	1.50%	1.75%	2%	2%	2%
Athletic Director	4,885	4,958	5,045	\$5,146	\$ 5,249	\$ 5,354
Site Coordinator	1,483	1,505	1,532	\$1,563	\$ 1,594	\$ 1,626
Scorer, Timer, Ticket Takers	40.41	41.02	41.73	\$42.56	\$ 43.42	\$ 44.28
*Varsity Coaches						
Step 1	3,454	3,506	3,567	\$3,638	\$ 3,711	\$ 3,785
Step 2	3,678	3,733	3,799	\$3,875	\$ 3,952	\$ 4,032
Step 3	3,901	3,960	4,029	\$4,110	\$ 4,192	\$ 4,276
Step 4	4,119	4,181	4,254	\$4,339	\$ 4,426	\$ 4,514
Step 5	4,363	4,428	4,506	\$4,596	\$ 4,688	\$ 4,782
*Football, Baseball, Basketball (2), Softball, Soccer (2), Wrestling, Cross Country, Golf						
**Assistant Varsity						
Step 1	1,876	1,904	1,937	\$1,976	\$ 2,015	\$ 2,056
Step 2	2,022	2,052	2,088	\$2,130	\$ 2,172	\$ 2,216
Step 3	2,167	2,200	2,238	\$2,283	\$ 2,328	\$ 2,375
Step 4	2,319	2,354	2,395	\$2,443	\$ 2,492	\$ 2,542
Step 5	2,458	2,495	2,539	\$2,590	\$ 2,642	\$ 2,694
**Football (2), Baseball, Basketball (2), Softball, Soccer						
2) Activity Advisors, Class Advisors, and other non-athletic positions.						
Book Club	1,047	1,063	1,081	\$1,103	\$ 1,125	\$ 1,147
Business Professionals of America (2)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Cheerleading	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Curriculum Coordinator (2)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Data Team (3)	715	726	738	\$753	\$ 768	\$ 783
Drone Advisor	1,047	1,063	1,081	\$1,103	\$ 1,125	\$ 1,147
Evening School, tutors, summer school, etc.	32.74	33.23	33.81	\$34.49	\$ 35.18	\$ 35.88
Freshman Class Advisor (2)	818	830	845	\$862	\$ 879	\$ 897
Junior Class Advisor (2)	1,047	1,063	1,081	\$1,103	\$ 1,125	\$ 1,147
Mentors	715	726	738	\$753	\$ 768	\$ 783
Mentor coordinator	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Robotics (2)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Ski Club	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
SkillsUSA (4)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Sophomore Class Advisor (2)	818	830	845	\$862	\$ 879	\$ 897
Senior Class Advisor (2)	1,047	1,063	1,081	\$1,103	\$ 1,125	\$ 1,147
Yearbook Advisor	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
3) Department Chairpersons:						
Eng/History, Math, Science, Culinary Arts (4)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
Dental, Medical, Surgical, & Practical Nursing (4)	1,428	1,449	1,475	\$1,505	\$ 1,535	\$ 1,565
School Lunch Program Supervisor	8,527	8,655	8,806	\$8,982	\$ 9,162	\$ 9,345
4) Covid-19 Vocational Remote Learning (FY21 Only)						
Vocational Instructor Stipend				\$2,000		
5) Covid-19 SkillsUSA Career Essentials (FY21 Only)						
Stipend				\$500		

APPENDIX C
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**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. Artifacts also include: (a) all documents and materials in any medium, of whatever nature, prepared or maintained by an Educator in performance of his or her duties and responsibilities, whether voluntary or required; (b) all documents and materials in any medium, of whatever nature prepared or maintained by the District; and, (c) such other documents or materials as agreed by the Educator and Evaluator
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **Common Assessments:** Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant

frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance assessments, and capstone projects.

- F) **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The Educator Plan shall include, but is not limited to, at least one goal related to the improvement of practice, one goal for the improvement of student learning, an action plan with benchmarks for goals established in the Plan, and the evaluator's final assessment of the educator's attainment of the goals. All elements of the Educator Plan are subject to the evaluator's approval.. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

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- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
 - P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
 - Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 - R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.

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- S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) Intentionally Omitted

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- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) Intentionally Omitted.

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) Common assessments of student learning, growth, and achievement.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) At least three pieces of evidence of progress towards professional practice goal(s) Piece 1- Evidence of steps taken. E.g. evidence that illustrates the steps taken to achieve your goal as outline in form 2B Piece 2- Data/Results. E.g. evidence that shows your outcomes. Piece 3- Reflection/Summary- E.g. How would you rate your progress, what would you do differently? What do you think worked? Do you want to continue the work next cycle and why?
 - iii) At least three pieces of evidence of progress toward student learning outcomes goal(s) Piece 1- Evidence of steps taken. E.g. evidence that illustrates the steps taken to achieve your goal as outline in form 2B Piece 2- Data/Results. E.g. evidence that shows your outcomes. Piece 3- Reflection/Summary- E.g. How

would you rate your progress, what would you do differently? What do you think worked? Do you want to continue the work next cycle and why? .

- iv) Student and Staff Feedback – see # 23-24, below.
- v) For Standard 3: Educators shall provide three pieces of evidence per Evaluation Cycle. At the request of the Educator, evidence for Standard 3 will be discussed with the Evaluator at a meeting prior to the date the evidence is due. The Educator must request the meeting to discuss the evidence reasonably in advance of the evidence due date. Piece 1- Indicator III-A- Evidence of one strategy you use to get parents involved in their child's school. Piece 2- Indicator III-B- Evidence of keeping parents updated on current grades and details about upcoming work (projects, units, tests, etc.) and how they'll be graded on them. Piece 3- Indicator III-C- Evidence of respectful, proactive, two-way communication about child's progress and how they can improve and timely responses to parent's communications.
- vi) For classrooms and theory: For each and every class, each Educator will prepare and display for students: the lesson's agenda and description, applicable Standard number, due dates for related assignments and essential questions for agenda. For example: Standards-based objective or standards-based essential question. Agenda (list) with short descriptions of what the activities will be for the class Due dates for upcoming HW, tests, projects, etc.
- vii) For shops: For each and every shop, each Educator will prepare and maintain a shop project template for each job articulating: (a) project description and purpose; (b) standards/competencies covered; (c) expected average duration to completion; (d) assessment of student performance. The templates will be maintained in shop binder. For each and every shop, each Educator will prepare daily descriptions of jobs, assignments and tasks and the student assigned to each job, assignment and task. Students will be provided with their daily descriptions of jobs, assignments and tasks.
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of

the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

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

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

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- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. Educators on a two year plan have different observation time frames. See Section 20.

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

Standards 1, 2 and 4 must be observed, whether announced or unannounced, at least three times per evaluation cycle.

A) **Unannounced Observations**

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may

inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled 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:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

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- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
 - D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
 - G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

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- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
 - F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
 - G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
 - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

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- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
 - F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
 - G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
 - I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
 - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
 - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
 - L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
 - C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
 - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
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- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
 - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
 - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

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

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

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20. Timelines*

Activity:	One Year Plan:*	PTS on Two Year Plans*
<p>Superintendent, principal or designee meets with evaluators and educators to explain evaluation process</p> <p>Professional development focusing on specific area for the current school year:</p> <ol style="list-style-type: none"> 1. Indicators and elements of Standards 2. Writing goals (for example SMART) 3. Best practices for effective planning of lessons 	<i>September 15</i>	September 15 of year one
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1	N/A
Educator submits self-assessment and proposed goals	October 1	October 1 of year one
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15	October 15 of year one
Evaluator completes Educator Plans	November 1	November 1 of year one
Evaluator should complete first observation of each Educator	November 15	Anytime during the during the two year evaluation cycle
Educator submits three pieces of evidence of Standard 3 and evidence of progress toward goals to be considered for Formative Assessment Report.	First Tuesday after December Break*	May 15 of year one
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>	June 1 of year one
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>	June 15 of year one

Educator submits evidence of progress on goals and Standard 3 for consideration on Summative Evaluation Report	First Tuesday after April break	First Tuesday after April break of year two
Evaluator completes Summative Evaluation Report	May 15	May 15 of year two
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1	June 1 of year two
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10	June 10 of year two
Educator signs Summative Evaluation Report and adds response, if any, within 10 school days of receipt	June 15	June 15 of year two

*All dates are approximate.

A) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Intentionally Omitted.

23. Using Student feedback in Educator Evaluation

The parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). Evidence

collected by the District relative to student feedback shall include safeguards necessary to protect student confidentiality.

24. Using Staff feedback in Educator Evaluation

The parties agree that staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator. Evidence collected by the District relative to staff feedback shall include safeguards necessary to protect staff confidentiality.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% of more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may

meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) 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.