

CONTRACTUAL AGREEMENT

between the

NASHOBA VALLEY TECHNICAL HIGH SCHOOL
DISTRICT COMMITTEE

and the

NASHOBA VALLEY TECHNICAL HIGH SCHOOL FEDERATION OF TEACHERS,
LOCAL 3234, AFT MASSACHUSETTS, AFL-CIO

TEACHERS

July 1, 2017 - June 30, 2020

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STATEMENT OF PURPOSE

The School Committee for the Nashoba Valley Technical High School, and the Nashoba Valley Federation of Teachers, Local 3234, American Federation of Teachers, Massachusetts, AFL-CIO, agree that they have a common public and educational area of concern in addition to economic matters such as salary and working conditions. This wider area of professional concern is to be approached constructively toward the goal of educational excellence.

ARTICLE - 1 - RECOGNITION

The Nashoba Valley Technical High School District Committee (hereinafter "Committee") recognizes the Nashoba Valley Technical High School Federation of Teachers, Local 3234, American Federation of Teachers, AFL-CIO (hereinafter "Federation") as the exclusive bargaining representative for all full-time and part-time teachers, guidance counselors, nurse, library media technology specialist, school psychologist and assistant to the dean exclusive of all other employees in its employ.

ARTICLE - 2 - DEFINITIONS

- A. "Vocational teachers" shall include all teachers of Chapter 74 approved programs.
- B. "Academic teachers" shall include all teachers of academic subjects and physical education, also guidance personnel and school librarian.
- C. The terms "he" or "his" shall mean "she" or "hers" where appropriate.
- D. Where the term "teacher" is used, it shall mean an employee who is a full-time or part-time teacher. A part-time teacher is any one who is hired to work less than full-time.
- E. Where the term "nurse" is used, it shall mean the school nurse.
- F. "District" shall mean Nashoba Valley Technical High School District.
- G. "Bargaining Unit Member" shall mean all employees in the bargaining unit as described in Article I - Recognition.

ARTICLE - 3 - COMMITTEE RIGHTS

- A. The Committee is a public body established under and with powers provided by the Massachusetts General Laws and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the said General Laws of rules and/or regulations of the Commonwealth of Massachusetts. The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by the said General Laws. Except as specifically abridged or modified by a term of this Agreement, the exercise of the Committee's

aforesaid rights shall be final and binding and not subject to the grievance and/or arbitration procedure hereunder.

- B. The Federation agrees that the Committee has complete authority over the policies and administration of all school departments that it exercised under the provisions of law and in fulfilling its responsibilities under this Agreement including the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of the school operations vested by law in the Committee is in the province of the Committee and not subject to the grievance and/or arbitration procedures hereunder.

ARTICLE - 4 - COMPENSATION

- A. Basic Salary Schedule

The across-the-board salary increase for teachers shall be as follows:

July 1, 2017	2%
July 1, 2018	2%
July 1, 2019	2%

The salaries of the bargaining unit members are set forth in Appendix A, which is attached to and made part of this Agreement.

- B. Coaches and Extra Curricular Activities

Stipends for Coaches and Extra Curricular Activities are set forth, respectively, in Appendix B and Appendix C. Such stipends include the following across-the-board increases:

July 1, 2018	2%
July 1, 2019	2%

- C. Placement on the Salary Schedule

- 1. Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for degree status and/or creditable years of training. Upon the acquisition of additional credits, a bargaining unit member shall be advanced to the appropriate column and shall have his/her salary increased accordingly. This advancement will take place September 1, or February 1, whichever date is earlier following the submission of official transcripts to the superintendent. For transcripts submitted after September 1 but before February 1, the adjustment will be retroactive to September 1 if all course work was completed before September 1. For transcripts submitted on or after February 1, but before the close of the school year, the adjustment will be retroactive to February 1 if all course work was completed before February 1.

2. Nurses with a DOE License shall be eligible for movement on all columns of the salary schedule up to step 4.
3. All educational and vocational credits earned by bargaining unit members that are to be used for salary adjustments or increases must be part of an established degree program and/or approved by the Superintendent.
4. Salary increases and increments provided for by the salary schedule would be automatic each year, providing the following criteria are met:
 - a. Competence. In order to progress on the salary schedule, bargaining unit members must display competent instructional job habits as evidenced through the District's evaluation process.
 - b. Professional Growth. All vocational unit members must fulfill the professional improvement requirements in compliance with Chapter 74, and the District, by electing trade-contact, study, or workshop. All proposals for professional improvement must be approved in writing by the Superintendent.
5. Salaries for part-time teachers shall be pro-rated as to time worked.

D. Method and Time of Salary Payment

1. Salaries shall be paid in twenty-one (21) or twenty-six (26) equal installments, starting with the second Wednesday of the school year in September, and continuing bi-weekly. All employees shall be paid by way of direct deposit. Only employees who have elected to receive their pay in twenty-six (26) equal installments shall be issued a regular biweekly payroll on the twenty-first Wednesday payday. The last payroll for employees who have elected twenty-one (21) installments and the summer payroll for employees who have elected twenty-six (26) installments will be issued on the teachers' last workday of the school year.
2. Employees must notify the payroll office before leaving school in June whether they wish to be paid in twenty-one (21) or twenty-six installments (26), but in no event, later than July 1.
3. If a member of the bargaining unit authorizes a salary deduction for membership in the Massachusetts Vocational Association, said deduction will be made on a one time basis during each school year in which the authorization remains in effect.

E. Anniversary Dates

For purposes of salary payment, bargaining unit members on the job more than one-half (1/2) of a school year will advance a step on the salary schedule each September.

F. Mileage Reimbursement

Bargaining unit members who are authorized to use private automobiles for school business shall be reimbursed at the IRS mileage rate in force in September of each year of the contract for the duration of the contract. Employees shall be reimbursed within forty-five (45) days of the documentation being received at the Business Office.

G. Itemized Payroll Deduction

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

H. Definition of Terms Relative to Classification on the Salary Schedule

1. BV LEVEL "B" refers to academic teachers with a Baccalaureate Degree, and "V" refers to vocational and technical teachers with certificates from Massachusetts Department of Education, Division of Occupational Education.
2. B15/V15 LEVEL - "B15" academic teachers may achieve this level by submitting proof of 15 graduate credits beyond certification. "V15" vocational or technical teachers may achieve this level by submitting proof of 15 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent.
3. B30/V30 LEVEL "B30" academic teachers may achieve this level by submitting proof of 30 graduate credits beyond certification, "V30" vocational or technical teachers may achieve this level by submitting proof of 30 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent.
4. M/V45 LEVEL - "M" academic teachers may achieve this level with proof of a Master's Degree. "V45" vocational or technical teachers may achieve this level by submitting proof of 45 credits beyond certification and toward a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent.

5. M15/V60 LEVEL - "M15" academic teachers may achieve this level by submitting proof of 15 credits beyond a Master's Degree. "V60" vocational and technical teachers may achieve this level by submitting proof of 60 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent.
6. M30/V90 LEVEL - "M30" academic teachers may achieve this level by submitting proof of 30 credits beyond a Master's Degree. "V90" vocational and technical teachers may achieve this level by submitting proof of 90 credits beyond certification and towards a proposed Baccalaureate Degree, or they may take technical courses approved by the Superintendent.
7. M45/VB LEVEL "M45" academic teachers may achieve this level by submitting proof of 45 credits beyond a Master's Degree. "VB" vocational and technical teachers may achieve this level by submitting proof of accredited Baccalaureate Degree and certification.
8. M60/VB15 LEVEL - "M60" academic teachers may achieve this level by submitting proof of 60 credits beyond a Master's Degree. "VB15" vocational and technical teachers may achieve this level by submitting proof of 15 credits beyond an accredited Baccalaureate Degree and certification. The Superintendent shall approve courses.
9. M75/VM/CAGS LEVEL - "M75" academic teachers may achieve this level by submitting proof of 75 credits beyond a Master's Degree. "VM" vocational and technical teachers may achieve this level by submitting proof of 30 credits beyond an accredited Baccalaureate Degree and certification. "CAGS" may be achieved with a Certificate of Advanced Graduate Studies.

I. Longevity

An employee who has completed ten (10) full years of continuous service will be paid an annual longevity amount as follows:

After 10 full years of continuous service	\$500
After 15 full years of continuous service	\$750
After 20 full years of continuous service	\$1000
After 25 full years of continuous service	\$1500

Longevity compensation shall be paid twice a year, one half on or about December 15 and one half at the end of the school year. Longevity will be paid in separate payroll deposits. If an employee entitled to longevity pay retires or resigns during the work year, longevity pay shall be prorated according to the number of work days for which the employee was paid.

Section I shall sunset effective June 30, 2020. Specifically, the terms of Section I shall expire on June 30, 2020 and shall not continue beyond that date unless the parties specifically agree in writing to its continuation as part of a successor collective bargaining agreement.

ARTICLE - 5 - FRINGE BENEFITS

A. Medical Insurance

1. The employee's share of the premium payment for medical insurance may, at the employee's option, be made pursuant to the Committee's section 125 cafeteria benefits program.
2. Health insurance premiums shall be deducted in equal installments over 21 pay periods commencing on the first scheduled payday as defined in Article 4, Section D. After the first year of employment, the coverage period begins as of September 1 and ends August 31. The Committee's contribution towards medical insurance will be seventy-five percent (75%) for employees electing the HMO plan. During the term of the contract, the employer's contribution to the PPO will be as follows:

2017-18	73.5%
2018-19	72%
2019-20	70%

B. Dental Insurance*

The Committee will implement Delta Dental Premier Plan or equivalent and contribute 50% of the premium costs if sufficient subscribers enroll as required by the plan.

C. Eligibility

In order to receive medical and dental insurance benefits, employees must work twenty (20) hours per week.

D. Life Insurance

1. The Committee shall pay fifty percent (50%) of the premium cost of fifty thousand dollars (\$50,000) life insurance policy for each bargaining unit member.
2. In order to receive the life insurance benefit, employees must work at least twenty (20) hours per week.

E. Worker's Compensation

1. The Committee will provide Worker's Compensation for all bargaining unit members.
2. Employees may use any accumulated sick leave they may have to make up the difference between the Worker's Compensation payments for wages and the employee's wages.

F. Personal/Professional Liability Insurance

The Committee will pay for the annual cost of Personal/Professional Liability Insurance in the amount of five hundred thousand dollars (\$500,000.00) one million dollars (\$1,000,000.00) for each bargaining unit member.

G. Long Term Disability Insurance

Effective as soon as possible, the Committee will offer employees the opportunity to participate in a long term disability insurance plan that has a 180 calendar day waiting period. Payroll deduction when authorized by an employee will be available. If at least 75% of the bargaining unit elects to participate in the plan then each fiscal year in which the participation is 75% or more the Committee will pay 50% of the premium for the insurance, otherwise, employees who elect to participate will be responsible for 100% of the premium.

ARTICLE - 6 - LEAVE POLICY

A. Personal Leave

1. Teachers will be entitled to two (2) days of personal leave per year for the purpose of religious, legal, business, household or family matters that require absence during school hours. One (1) additional personal day may be granted per year at the discretion of the Superintendent. Application for personal leave will be made at least twenty-four (24) hours before taking such leave, except in the case of emergencies. Reasons shall not be given other than that the day taken is under this provision. Personal days before and after school vacations and holidays are granted at the discretion of the Superintendent.

B. Sick Leave

1. Bargaining unit members will be granted fifteen (15) days per year accumulative to two-hundred thirty (230) days. Effective July 1, 2015, up to five (5) sick days per year may be used to care for a sick family member covered under Article 6.D.1 (spouse, parent or child). Annual sick leave is accumulated at the rate of two (2) days per week until fifteen (15) days have been accrued. The increases apply for use. For the

purposes of attendance incentive, the accumulative number of days is two hundred (200).

2. Bargaining unit members shall be notified in writing of the amount of accrued sick leave to date at the close of each school year.
3. The employer may require certification by a licensed medical practitioner as to the use of sick leave after three (3) consecutive days of absence in a school year. Suspected abuse of sick leave may be investigated by the employer and appropriate action may be taken.

C. Attendance Incentive

1. When a bargaining unit member dies (while in active service) or retires, after ten (10) consecutive years of service in the District, s/he or his/her estate shall be paid within forty-five (45) days of notice to the Business Office for accumulated sick days as follows:

For the first 50 days - \$30.00 per day
For the second 50 days - \$50.00 per day
For the third 50 days - \$80.00 per day
For the last 50 days - \$100.00 per day

This attendance incentive will be paid either the first pay period in July in the year of retirement or the first pay period in January in the next calendar year. A bargaining unit member intending to take advantage of this provision must notify the Superintendent's office no later than December 1 of the school year in which they intend to retire.

2. If a bargaining unit member leaves in good standing, after five (5) consecutive years of service in the District, that member shall be paid within forty-five (45) days of notice to the Business Office for accumulated sick days as follows:

For the first 50 days - \$10.00 per day
For the second 50 days - \$20.00 per day
For the third 50 days - \$30.00 per day
For the last 50 days - \$40.00 per day

This paragraph applies only to employees who were hired before September 1, 2010.

3. Bargaining unit members who have had perfect attendance excepting absence for jury duty, absence caused by a subpoena to court, and absence for bereavement leave under Article 6.D. shall be paid an incentive of \$700 to be paid by separate check in the first payroll after the end of the work year. Proof of jury service and a copy of the subpoena

must be provided to the Superintendent prior to taking the leave but in no event later than fourteen (14) calendar days in order to be accepted for perfect attendance. Such incentive shall be paid in the first payroll immediately following the close of the school year.

D. Bereavement Leave

1. Five (5) work days leave will be granted without loss of pay due to the death of a spouse, parent or child beginning with date of death or funeral.
2. Three (3) work days leave will be granted without loss of pay due to a death of any member of the family, beginning with the date of death or funeral. For this section, family shall include: grandparent, grandchild, father-in-law, mother-in-law, brother, sister or other close relative of the bargaining unit member.
3. The Superintendent will allow one faculty representative time off without loss of pay to attend the funeral of an active teacher.

E. Sabbatical Leave

A sabbatical leave for advanced study or research may be granted by the Committee, in its sole discretion and upon recommendation by the Superintendent, to a teacher who has completed five (5) consecutive years of active service in the Nashoba Valley Technical High School, where such leave would, in the opinion of the Committee, contribute to the instructional program of the School.

1. A teacher who applies for sabbatical leave must submit a written request to the Superintendent by December 1 next to the school year during which such teacher desires sabbatical leave. All such requests must describe the intended sabbatical leave program of study or research to be pursued and the contribution such program is likely to make to the School and the professional ability of the teacher. The committee will review all requests for sabbatical leave submitted in accordance with this section.
2. A teacher returning from sabbatical leave shall, if feasible, be placed in the position s/he held prior to the commencement of the leave. If no such position exists, the teacher, to the extent possible, will be placed in a comparable position for which s/he is qualified. The teacher may participate in any group insurance plan at his/her own expense, provided the premiums for such insurance are remitted to the committee at least ten (10) days prior to the first of each month. Failure to submit such payment shall result in the teacher being dropped from the plan. While on sabbatical leave, teachers shall not accrue any benefits, but shall not lose those benefits accrued prior to the commencement of the leave.

3. No teacher may apply for another sabbatical leave until such teacher has completed seven (7) consecutive years of active service since the teacher's last sabbatical leave.
4. Upon completion of a sabbatical leave, the teacher shall submit a written report to the Superintendent containing any transcript of college or university work done while on leave, and other reasonable pertinent or interpretative information considered appropriate by the Committee to an evaluation of such teacher's sabbatical leave program.
5. While on sabbatical leave, a teacher may engage in outside part time employment, however such employment must relate directly to the sabbatical, i.e. research assistant, intern, vocational area, etc. In no event, shall the teacher's pay exceed the regular teacher's salary. The teacher must notify the Superintendent of any employment.
6. The Committee will give consideration to any sabbatical leave request. The decision of the Committee is final and binding and not grievable and/or arbitrable.
7. Teachers on sabbatical leave will not be eligible for tuition reimbursement.

F. Child Rearing Leave

Leaves of absence without pay may be granted by the School Committee for the purpose of child rearing upon the recommendation of the Superintendent. Such leave shall commence and end as agreed to by the teacher and the Superintendent but in no event shall such leave exceed one (1) school year. As a general guideline, the leave should end at an educationally appropriate break time.

G. Jury Duty Leave

A teacher required to serve on jury duty shall be paid the difference between the regular pay and the jury duty pay. Notice of absence due to jury duty must be given to the Principal at least seven (7) calendar days in advance of the first day of jury duty. After notice has been given to the principal, it will be initialed, dated, copied and returned to the teacher.

H. Pro-Rated Benefits

All benefits under this Article shall be pro-rated for part-time employees as to time worked.

ARTICLE - 7 - WORKING CONDITIONS

A. School Year/School Day

1. The school-year shall be established annually by the Committee. Bargaining unit members shall work also one (1) day prior to the opening of school and one (1) day following the close of school. Any additional days required beyond this shall be compensated at the rate of 1/182 of the individual's annual salary, and in the case of the nurse, additional half days or less shall be compensated at half this rate.
2. The school day shall begin at 7:45 A.M. and end at 2:45 P.M. Two (2) days weekly shall be set aside for scheduled extra help from 2:45 P.M. until 3:20 P.M. Teachers with no students scheduled on these days shall be free to leave at 2:50 P.M. Wednesdays shall be set aside for faculty meetings until 3:30 P.M. The number of such meetings shall be limited to twelve (12) per year. The responsibility to schedule students between 2:45 and 3:20 shall be the teacher as well as the administrator. Teachers shall be assigned only their own students in their subject area. Such time shall not be used to provide a make-up course for students who have previously failed the course. Ten (10) Faculty Meetings will be scheduled for Wednesdays until 3:30 P.M. and will be included in the school calendar. Two (2) additional faculty meetings may be scheduled until 3:30 P.M. with 48 hours advance notice. Exceptions may be made for emergencies. In addition to help sessions and faculty meetings set forth above, one day per month shall be set aside for after school departmental/committee meetings, 2:45 – 3:30.
3. Library Media Technology Specialist will have the library remain open on Tuesday & Thursday afternoons with or without students present.

B. Evening Meetings

The Federation and the Committee recognize that participation in, or attendance at, school-oriented programs beyond the normal school day is a responsibility of a bargaining unit member. Recognizing that attendance at all evening functions may not always be possible, both parties encourage active participation to the fullest extent in such functions, but agree that attendance is required for at least three (3) meetings, one of which may be a four (4) hour Sunday function.

C. Federation Meetings

The Federation may hold up to twelve (12) meetings per school year on the second Wednesday of each month following the close of school. Meeting scheduled for Tuesday, Wednesday or Thursday cannot begin before 3:30 P.M. The Federation shall give forty-eight (48) hours notice of meetings. In the event of an emergency situation, the Superintendent will provide an alternate day for such meeting.

D. Duty-Free Lunch

Bargaining unit members shall be provided a minimum of twenty-four (24) minutes of duty-free lunch time per day.

E. Daily Teaching Assignment

(Excluding Nurse and Library Media Technology Specialist)

1. Academic teachers shall not be expected to teach more than thirty (30) periods per week nor more than seven (7) periods in a single day. Of the remaining ten (10) periods per week, five (5) shall be preparation periods. The academic teacher shall have five (5) administrative periods each week. "Administrative periods" are those during which the teacher is assigned to an activity other than teaching. Vocational instructors shall not be expected to teach more than thirty-five (35) periods per week or seventy periods per two- (2) week cycle. The ten (10) remaining periods are considered to be preparation periods.
2. Prior to August 1, administration will notify bargaining unit members of their anticipated assignments for the forthcoming school year, to include both the subject area and classes to be taught, with the understanding that such assignment may change at any time based upon the needs of the district, to be communicated to the teacher in writing as soon as the change becomes known.

F. Extra Curricular Activities and Athletics

1. The appointments for extra-curricular activities shall be made by the Superintendent on the basis of ability and willingness to serve. These appointments shall be effective for a period of one (1) academic year and shall be compensated at the rate shown in Appendix B, which is attached to and made a part of this Agreement.
2. At the sole discretion of the Principal, the Athletic Director shall be given an opportunity to participate in the process of interviewing applicants to fill coaching positions.
3. The Union President shall be given a copy of all postings for vacant positions.
4. All faculty members first employed on or after September 1, 2007 can, after their first year of employment, be assigned, if qualified, by the Principal to one advisorship included in Appendix C per school year provided the position is first posted and no other qualified teacher has applied.

G. Posting

All bargaining unit positions will be posted a minimum of ten (10) days prior to appointment. All current staff has a right to apply for the position. The final decision on appointment rests with the Principal and/or Superintendent.

H. Class Size

(Excluding Nurse and Library Media Technology Specialist)

The Committee and the Federation both recognize that teaching and learning abilities may be influenced by class size. While both parties recognize that a maximum of twenty-five (25) students is a desirable teaching situation, both also recognize that it is not always possible to achieve this goal. Therefore, should a teacher be assigned to teach a class whose size, in his/her opinion, presents an untenable situation, the matter shall be brought to the attention of the appropriate supervisor and, if not resolved at this level, to the Superintendent. Should this situation continue unresolved beyond the end of the first school quarter, the matter shall then be brought to the attention of the Committee for appropriate action.

I. Personnel Records

1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall read and acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed at the time of receipt of the material, with the understanding that such signature merely signifies that s/he has read and received the materials to be filed. Such signature does not necessarily indicate agreement with its content.
2. The teacher shall have the right to answer any material filed and his/her answer shall be received by his/her supervisor and attached to the file copy. Such answer shall be delivered to the Superintendent's office no later than five (5) business days after receipt of the material.
3. Upon request, a teacher shall be given an appointment within three (3) business days of a request to see his/her personal file.
4. Upon written request a teacher shall be furnished with one (1) copy of any material in his/her file.
5. A teacher may review his/her own file and be accompanied by a Federation representative.

J. Additional Hours

The Superintendent or Principal may request employees to work up to thirty (30) additional hours per school year performing such activities as curriculum development and tutoring for MCAS testing. Said additional hours will be scheduled by the Superintendent or Principal following consultation with the employees involved. Said additional work will be compensated at the rate of \$35.00 per hour.

K. Reduction in Staff

1. General Statement of Policy: It is recognized that it may become necessary to eliminate certified staff positions in certain circumstances, such as decrease in enrollment, a decrease in revenues, or for other reasons. It is hereby recognized that it is within the sole discretion of the Committee to reduce the educational program and staff.
2. Guidelines. When it becomes necessary to reduce the number of professional staff, the Superintendent shall first determine and identify the area(s), position(s), or curriculum parts in which the reduction(s) shall take place. In determining the identify of staff members who shall thereafter be released, the following guidelines shall apply, except in unusual circumstances which the parties recognize may arise from time to time due to the character and needs of a vocational technical institution. Part-time staff will be laid off before full-time staff within the area(s) or curriculum parts in which the reduction takes place.
 - a. Retirements, resignations, non-renewals, and terminations among the professional staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of staff members.
 - b. If additional staff members must be released, a review will be made of the performance and ability, as well as length of service as a member of the school's staff member without professional status in the positions to be reduced, staff without professional status being those staff members duly elected by the committee who have not yet received professional status under the General laws.
 - c. Based upon the recommendation of the Superintendent and if in his/her judgment, compelling or specialized educational needs do not exist which require retention of a staff member without professional status, those staff members who have received professional status under the provision of the General Laws shall not be released until all staff members without professional status within the position(s) designated for reduction have first been released. If it becomes necessary to reduce the number of staff

members with professional status and if the performance and ability among staff members with professional status in the area of reduction is substantially equivalent, that member having the longest length of service in the school system shall be given preference. However, where there is a difference in performance and ability as determined by the Committee, or where the Committee determines that specialized job requirements or needs exist, the more capable or skilled staff member shall be retained. Certification, academic degree status, and additional course credits shall also be considered where appropriate. Further, in cases of staff reduction caused by declining student enrollment, staff members with professional status shall be permitted to displace staff members without professional status in other positions in the school, provided that they are qualified and certified to fill the position.

- d. If a full time position becomes available in the area of curriculum of a part-time staff member, the part-time staff member shall be given preference for the full time position.
3. Policy Provisions Not Applicable to Promotions. Nothing herein shall be construed or interpreted to require the promotion of a bargaining unit member to a position of higher rank, authority or compensation.
4. Notification. The Superintendent or his/her designee will notify members of the bargaining unit who are to be laid off as a result of a reduction in force on or before June 15th. The above reduction force clause shall not be subject to the grievance procedure.

L. Mutual Respect

Employees and supervisors agree that they will treat each other as their colleagues with courtesy and respect.

M. Intercom Privilege

The union shall have the right to announce union meetings and other union related events on the school intercom system at the beginning and end of the school day and/or via school email, provided that announcements are presented to the principal the day before they are to be made and provided that such announcements are deemed appropriate for the school setting by the Superintendent or designee.

ARTICLE - 8 – EVALUATION

The evaluation system is attached hereto as Appendix D.

ARTICLE - 9 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as a complaint by a bargaining unit member that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of the Agreement. All grievances shall be submitted in writing and shall cite the section(s) of the agreement allegedly violated, current date, date the alleged violation took place, name of the grievance, name of the person or party committing the alleged violation and a brief statement of the fact.
2. As used in this Article, the term bargaining unit members shall mean either an individual or a group of individuals having the same grievance.

Level 1 - Principal

- a. The bargaining unit member or his/her representative, i.e. the Federation, may present a grievance to the Principal within fourteen (14) calendar days following knowledge by the grievant of the act or condition which is the basis of the complaint. Failure to present the same in writing within the time limits constitutes a waiver of the grievance.
- b. The bargaining unit member and/or his/her representative and the Principal shall first confer within ten (10) calendar days of the filing of said grievance with a view to arriving at a mutually satisfactory resolution of the complaint. Whenever the bargaining unit member presents a grievance to the Principal personally, the Principal shall give the Federation representative a reasonable opportunity to be present and state the views of the Federation.
- c. The Principal shall communicate his/her decision to the bargaining unit member and to the Federation representative who participated, within ten (10) calendar days after conferring about it. Such answer shall be in writing.

Level 2 - Superintendent

- a. If the grievance is not resolved at Level 1, the aggrieved bargaining unit member may appeal from the decision at Level 1 to the Superintendent within ten (10) calendar days after the decision of the Principal has been received. The appeal shall be in writing and shall set forth specifically the reasons for the appeal.

- b. The Superintendent shall meet and confer with the aggrieved bargaining unit member within ten (10) calendar days after receipt of the appeal with a view to arriving at a mutually satisfactory resolution of the complaint.
- c. The Superintendent shall communicate his/her decision in writing to the aggrieved bargaining unit member within ten (10) calendar days after meeting to discuss resolution of the grievance.

Level 3 - Committee

- a. If the grievance is not resolved at Level 2, the aggrieved bargaining unit member may appeal from the decision at Level 2 to the Committee within ten (10) calendar days after the decision of the Superintendent has been received by the aggrieved bargaining unit member. The appeal shall be in writing, and shall set forth specifically the reasons for the appeal.
- b. The Committee shall meet with the aggrieved bargaining unit member no later than the second regularly scheduled meeting following receipt of the grievance with the view of attaining mutual resolution of the complaint. The aggrieved bargaining unit member and the appropriate Federation representative, shall be given at least two (2) school days notice of the meeting and an opportunity to be heard.
- c. The Committee shall communicate its decision in writing within ten (10) calendar days of the next regularly scheduled meeting after hearing the appeal.

B. Time Limits

- a. The time limits in this Article may be extended by mutual agreement in writing. If the appropriate administrator or Superintendent cannot meet with the employee within the specified time limits because of illness or out of town business, the Federation will agree to a reasonable time extension.
- b. Failure at any level of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the bargaining unit member of the decision rendered.
- c. Failure at any level of the grievance procedure to communicate a decision within the specified time limits shall permit the bargaining unit member to proceed to the next level.

C. Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent any bargaining unit member from informally discussing any dispute with his/her immediate superior or processing a grievance of his/her own behalf in accordance with the grievance procedure.

ARTICLE -10 – ARBITRATION

- A. A grievance that was not resolved at the level of the Committee under the grievance procedure may be submitted by the bargaining unit member to arbitration. The proceeding may be initiated by filing, in writing with the Committee and the American Arbitration Association, a request for arbitration. The notice shall be filed within ten (10) school days after the receipt of the decision of the Committee under the grievance procedure. Failure to request arbitration within ten (10) school days shall constitute a waiver of the grievance. The voluntary labor arbitration rules of the American Arbitration Association shall apply.
- B. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The parties to the dispute will share the arbitrator's fee equally.
- C. Any matter that is not grievable under the terms of this Agreement is not arbitrable.

ARTICLE -11 - PROFESSIONAL IMPROVEMENT

A. Tuition Reimbursement

To encourage bargaining unit members to maintain continued educational growth, the Committee will reimburse tuition expenditures. Tuition reimbursement will be for courses taken at accredited colleges and/or universities provided prior approval has been obtained and an official transcript of grades has been submitted showing a grade of 'B' or better in an undergraduate or graduate course. Tuition reimbursement including all fees will not exceed \$1600. The parties acknowledge that reimbursement under this article will be available to vocational teachers for college courses taken in connections with obtaining DESE licensure.

- B. All benefits under this Article shall be pro-rated for part-time employees as to time worked.

ARTICLE - 12 - FEDERATION RIGHTS AND RESPONSIBILITIES

A. Information

The Committee shall make available to the Federation, upon reasonable request, all relevant records required by law to be supplied for negotiations.

B. Committee Meetings

1. A copy of the public agenda of all committee meetings shall be made available to the Federation President or his/her designee upon request and when available. The above representative shall pick up the same.
2. A copy of the approved minutes of all Committee meetings shall be made available to the official Federation representative upon request.

C. Printing of Agreement

The Committee agrees to supply the Federation with a copy of this Agreement.

D. Federation Activity at School Level

1. The Federation shall have the right to place Federation related materials in the mail boxes of bargaining unit members providing the task is accomplished by a Federation representative before or after school.
2. The Federation shall be provided bulletin board space for the posting of Federation notices. No derogatory material shall be placed upon such bulletin boards.

E. Dues Check-off

A Federation member who wishes to have the Committee deduct the regular monthly Federation dues from his/her pay for transmittal to the Federation, shall execute an authorization card furnished by the Federation that is in conformity with Massachusetts General Laws.

F. Agency Service Fee

In accordance with the Massachusetts General laws, and as a condition of employment, any individual member of the bargaining unit who is not a member of the Federation, Local 3234, AFT/MA, AFL-CIO, shall be required to pay an agency fee to the Federation. The fee shall be tendered as payment for the costs of collective bargaining and contract administration. The Federation agrees to indemnify the Committee for legal costs in enforcing this clause. This fee for the current contract shall be current American Federation of Teachers Service Fees.

ARTICLE - 13 - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

- A. During the terms of this Agreement, the Federation recognizes that the bargaining unit members are prohibited by law from engaging in strikes and the Federation agrees that it does not assert the right to strike against the Committee.
- B. The Federation shall not cause or sponsor, and no bargaining unit member represented by it shall cause or participate in any strike, work stoppage, slowdown, sanctions, or any other interference with work,
- C. During the term of this Agreement, bargaining unit members who participate in any such activity may be disciplined or discharged as the Committee in its judgment deems proper, provided, however, that an issue of fact as to whether a Federation member had engaged in such activities, may be the subject of the grievance and arbitration procedure.

ARTICLE - 14 - SAVINGS CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.
- B. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE - 15 – DURATION

- A. This Agreement and each of its provisions shall be in effect as of July 1, 2017 unless otherwise noted and shall continue in full force and effect until June 30, 2020, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2019 of its desire to amend or modify the present Agreement. The parties shall commence negotiations as soon after notification as possible.
- B. IN WITNESS WHEREOF, the parties noted above, have set their hand and seal by their duly authorized representatives this 30th day of January, 2018

NASHOBA VALLEY TECHNICAL HIGH SCHOOL FEDERATION OF TEACHERS

NASHOBA VALLEY TECHNICAL HIGH SCHOOL DISTRICT COMMITTEE

David McCloskey 1-30-18
David McCloskey, President

Alfred Buckley 1-30-18
Alfred Buckley, School Committee Chair

**Nashoba Valley Technical School District Teachers' Salary Scale
Appendix A**

2017-2018 Salary Scale (2016/17 Salary Scale plus 2.0% increase)

<u>Step</u>	<u>B/V</u>	<u>B15/V15</u>	<u>B30/V30</u>	<u>M/V45</u>	<u>M15/V60</u>	<u>M30/V90</u>	<u>M45/VB</u>	<u>M60/VB15</u>	<u>M75VM/CAGS</u>
1	\$46,577	\$47,803	\$49,029	\$50,255	\$51,481	\$52,707	\$53,933	\$55,159	\$56,385
2	\$49,025	\$50,251	\$51,477	\$52,703	\$53,929	\$55,155	\$56,381	\$57,607	\$58,833
3	\$51,476	\$52,702	\$53,928	\$55,154	\$56,380	\$57,606	\$58,832	\$60,058	\$61,284
4	\$54,360	\$55,586	\$56,812	\$58,038	\$59,264	\$60,490	\$61,716	\$62,942	\$64,168
5	\$58,650	\$59,876	\$61,102	\$62,328	\$63,554	\$64,780	\$66,006	\$67,232	\$68,458
6	\$62,936	\$64,162	\$65,388	\$66,614	\$67,840	\$69,066	\$70,292	\$71,518	\$72,744
7	\$67,225	\$68,451	\$69,677	\$70,903	\$72,129	\$73,355	\$74,581	\$75,807	\$77,033
8	\$78,199	\$79,425	\$80,651	\$81,877	\$83,103	\$84,329	\$85,555	\$86,781	\$88,007

2018-2019 Salary Scale (2017/18 Salary Scale plus 2.0% increase)

<u>Step</u>									
1	\$47,509	\$48,760	\$50,011	\$51,262	\$52,513	\$53,764	\$55,015	\$56,266	\$57,517
2	\$50,006	\$51,256	\$52,507	\$53,757	\$55,008	\$56,258	\$57,509	\$58,759	\$60,010
3	\$52,506	\$53,756	\$55,007	\$56,257	\$57,508	\$58,758	\$60,009	\$61,259	\$62,510
4	\$55,447	\$56,698	\$57,948	\$59,199	\$60,449	\$61,700	\$62,950	\$64,201	\$65,451
5	\$59,823	\$61,074	\$62,324	\$63,575	\$64,825	\$66,076	\$67,326	\$68,577	\$69,827
6	\$64,195	\$65,445	\$66,696	\$67,946	\$69,197	\$70,447	\$71,698	\$72,948	\$74,199
7	\$68,570	\$69,820	\$71,071	\$72,321	\$73,572	\$74,822	\$76,073	\$77,323	\$78,574
8	\$79,763	\$81,014	\$82,264	\$83,515	\$84,765	\$86,016	\$87,266	\$88,517	\$89,767

2019-2020 Salary Scale (2018/19 Salary Scale plus 2.0% increase)

<u>Step</u>									
1	\$48,459	\$49,735	\$51,011	\$52,287	\$53,563	\$54,839	\$56,115	\$57,391	\$58,667
2	\$51,006	\$52,281	\$53,557	\$54,832	\$56,108	\$57,383	\$58,659	\$59,934	\$61,210
3	\$53,556	\$54,831	\$56,107	\$57,382	\$58,658	\$59,933	\$61,209	\$62,484	\$63,760
4	\$56,556	\$57,832	\$59,107	\$60,383	\$61,658	\$62,934	\$64,209	\$65,485	\$66,760
5	\$61,019	\$62,295	\$63,571	\$64,846	\$66,122	\$67,397	\$68,673	\$69,948	\$71,224
6	\$65,479	\$66,754	\$68,030	\$69,305	\$70,581	\$71,856	\$73,132	\$74,407	\$75,683
7	\$69,941	\$71,216	\$72,492	\$73,767	\$75,043	\$76,319	\$77,594	\$78,870	\$80,145
8	\$81,358	\$82,634	\$83,909	\$85,185	\$86,460	\$87,736	\$89,011	\$90,287	\$91,562

Athletic Coaches Salaries - Appendix B

	July-June 2017-2018	(+2.0%) July-June 2018-2019	(+2.0%) July-June 2019-2020
School Year Positions*			
Athletic Director	8,976	9,156	9,339
Fall Athletics**			
Head Football	6,817	6,953	7,092
Assistant Head Football	5,365	5,472	5,582
Assistant Football	2,500	2,550	2,601
Head Soccer (Boys)	5,497	5,607	5,719
Head Soccer (Girls)	5,497	5,607	5,719
Assistant Soccer (Boys)	2,100	2,142	2,185
Assistant Soccer (Girls)	2,100	2,142	2,185
JV Soccer	3,184	3,248	3,313
Cross Country	5,497	5,607	5,719
Assistant Cross Country	2,100	2,142	2,185
Golf	3,519	3,589	3,661
Assistant Golf	1,000	1,020	1,040
Head Volleyball	5,497	5,607	5,719
Assistant Volleyball	2,100	2,142	2,185
JV Volleyball	3,184	3,248	3,313
Cheering-Fall	2,449	2,498	2,548
Assistant Cheering - Fall	1,200	1,224	1,248
Winter Athletics **			
Wrestling	5,497	5,607	5,719
Head Basketball (Boys)	5,497	5,607	5,719
Assistant Basketball (Boys)	2,100	2,142	2,185
Head Basketball (Girls)	5,497	5,607	5,719
Assistant Basketball (Girls)	2,100	2,142	2,185
JV Basketball (Boys)	3,184	3,248	3,313
JV Basketball (girls)	3,184	3,248	3,313
Head Hockey	5,497	5,607	5,719
Assistant Hockey	2,100	2,142	2,185
Cheering-Winter	2,449	2,498	2,548
Assistant Cheering - Winter	1,200	1,224	1,248

	July-June 2017-2018	(+2.0%) July-June 2018-2019	(+2.0%) July-June 2019-2020
Spring Athletics**			
Head Baseball	5,497	5,607	5,719
JV Baseball	3,184	3,248	3,313
Head Softball	5,497	5,607	5,719
JV Softball	3,184	3,248	3,313
Head Lacrosse (Boys)	5,497	5,607	5,719
Assistant Lacrosse (Boys)	2,100	2,142	2,185
Head Lacrosse (Girls)	5,497	5,607	5,719
Assistant Lacrosse (Girls)	2,100	2,142	2,185
Head Track	5,497	5,607	5,719
Assistant Head Track	3,184	3,248	3,313
Assistant Track	2,100	2,142	2,185
Per Seasonal Stipends**			
Emergency Medical Tech	3,061	3,122	3,185
Safety Assistant/Driver	1,000	1,020	1,040

*Option to split payment over three seasons.

**Per Season. Participation numbers must warrant all new hires

Student Advisors Rate of Pay - Appendix C*

	July- June 2017- 2018	(+2.0%) July-June 2018- 2019	(+2.0%) July-June 2019- 2020
Class Advisors			
Senior Class	3,299	3,365	3,432
Senior Assistant	1,649	1,682	1,716
Junior Class	2,200	2,244	2,289
Sophomore Class	2,200	2,244	2,289
Freshman Class	2,200	2,244	2,289
Club/Extracurricular Advisors			
Band/Chorus/Tri-M	1,649	1,682	1,716
Drama Club	1,649	1,682	1,716
Drama Asst/Choreographer	801	817	833
Horticulture Club	1,649	1,682	1,716
LGBTQ Club	1,649	1,682	1,716
Mock Trial Club	1,649	1,682	1,716
National Honor Society	1,649	1,682	1,716
Newspaper Club	1,649	1,682	1,716
Robotics Club	1,649	1,682	1,716
Robotics Assistant Advisor	801	817	833
SADD	1,649	1,682	1,716
Student Mentor Coordinator	1,649	1,682	1,716
Skills USA	1,649	1,682	1,716
Skills USA Asst.	801	817	833
Start Up Club	1,649	1,682	1,716
Student Council Advisor	1,649	1,682	1,716
Yearbook	3,961	4,040	4,121
Other Stipends			
Cluster Chairs	4,000	4,080	4,162
Cooperative Placement Liaison	2,000	2,040	2,081
Mentor Coordinator	3,500	3,570	3,641
Transportation Manager	3,075	3,137	3,199
Hall/Cafeteria Monitor per diem	10.99	11.21	11.43
Parking Lot Attendants per diem	10.99	11.21	11.43
Web Master per hour	30.75	31.37	31.99

*Participation numbers must warrant all new hires.

Appendix D
Nashoba Valley Technical High School
Educator Evaluator Language

A. General Principles

1. 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 the collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
2. The purposes of evaluation are:
 - a. To promote student learning, growth and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth and clear structures for accountability.
 - b. To provide a record of facts and assessments for personnel decisions.
 - c. To ensure that every school committee has a system to enhance the professionalism and accountability of Educators and administrators that will enable them to assist all students to perform at high levels.
 - d. To assure effective teaching.
3. The criteria for evaluation are set forth in the document and rubric entitled "Standards & Indicators: Effective Teaching Practice" which will be added to the Collective Bargaining Agreement in Appendix TBD, as well as provided to all members of the bargaining unit during the first week that school is in session.
4. Formal observations for the purpose of the evaluation for a school year shall not ordinarily be conducted earlier than September 1 of that year. Formal Classroom observations will be conducted with the evaluator present.
5. Formal evaluation of members of the bargaining unit will be the responsibility of the administration, and prior to the start of the evaluation process, members of the bargaining unit will be informed of the identity of their evaluator(s) for that year, provided that the Superintendent or his/her designee shall have the right to change said evaluator(s) with prior notice.
6. At the request of either party, the parties shall meet to discuss significant concerns that may arise relating to the procedures herein or to negotiate any outstanding issues.

B. Definitions

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

Draft Evaluation Report: An unsigned copy of the evaluation report prepared at the conclusion of each evaluation period to be reviewed by the educator and the evaluator before issuance of a Final Evaluation Report at the end of the formative and summative periods.

Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type and duration of plan shall be determined by the Evaluator. 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. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

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.

Self-Directed Growth Plan shall mean a plan developed by the Educators, for one or two years as determined by the Evaluator, for Educators with PTS who are rated proficient or exemplary.

Directed Growth Plan shall mean a plan developed by the Educator and Evaluator of at least 30 school days and no more than one school year for Educators who are in need of improvement.

Improvement Plan shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators who are rated unsatisfactory, with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may recommend activities during the summer preceding the next school year.

Educator: Any member of the bargaining unit.

Evaluation Cycle (Cycle): The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance and to assess total job effectiveness and make personnel decisions. Unless otherwise specified as part of an Improvement Plan or Directed Growth Plan, the evaluation cycle begins at the start of the school year and concludes at the close of the school year.

Final Evaluation Report: A signed copy of a final evaluation report prepared to be filed in the Superintendent's office and included in the Educator's personnel file.

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.

Formative Assessment Report: A report on formative assessment made at the mid-point of the evaluation cycle used to arrive at a rating on progress towards attaining the goals set forth in educator plans, performance standards, goals or any combination thereof.

Announced and Unannounced Observations: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits. For an announced observation, the Evaluator will provide the Educator with at least forty-eight (48) hours advance notice. In the event the Evaluator is unable to observe at the announced time, the Evaluator will communicate with the Educator to make alternative plans. Announced observations will be documented on an official form and provided to the Educator within five (5) school days. In addition, unannounced observations that are to be considered as part of the evaluation process will be documented on an official form and provided to the Educator within five (5) school days. While an Evaluator and other administrative staff may visit classrooms and work sites at any time, only those visits that will be used as part of the evaluation process

will be documented on an official form. Observations should vary by day, time of day, class makeup and subject.

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.

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 other district determined measures.

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.

Post-Conference Meeting: A meeting between the educator and evaluator at the conclusion of the Formative and Summative periods of the evaluation to discuss and finalize the evaluation report.

Pre-Conference Meeting: A meeting between the educator and evaluator at the start of the Formative and Summative phase of evaluation for the purpose of goal setting and review of self-assessment data.

Primary Evaluator (Evaluator): The person who has the primary responsibility for observation and evaluation of the educator.

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

Rubrics: 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, and are outlined in section F.

Second Evaluator: An evaluator who may be utilized at the request of an Educator with Professional Teacher Status (PTS) or the Evaluator if the evaluation of the Educator results in an overall unsatisfactory performance rating or in the event the Evaluator believes during implementation of a Directed Growth Plan that it will produce an overall rating of unsatisfactory.

Summative Evaluation Report: The overall evaluation report that is to be completed at the conclusion of the Evaluation Cycle. This is used to arrive at a rating on each standard, an overall rating, and serves as

a basis to make personnel decisions. The summative evaluation report 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 Plan.

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.

C. Procedures

1. All Educators with Professional Teaching Status (PTS) shall receive a Summative Evaluation report a minimum of once every two school years. All Educators without Professional Teacher Status (NPTS) shall receive a Summative Evaluation report each school year.

The cycle normally begins at the opening of the school year and concludes by the end of the school year, unless an educator is placed on an improvement plan or as otherwise stated in the Educator Plan.

Following the Formative or Summative Evaluation Report, Educators will be placed on one of the previously defined Educator Plans.

For all NPTS Educators, the Summative Evaluation Report must contain the evaluator's recommendation with regard to the reappointment of the NPTS Educator.

2. **Formative Assessment:** The Formative Assessment report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, overall performance and performance on Performance Standards. The Formative Assessment report shall be completed using the Formative Assessment Report Form. (See also, provisions on drafts on page 10 at Part V - Preparation of Formative Assessment Report)

As a result of the Formative Assessment report, the Primary Evaluator may change the Educator's overall rating. The rating may be upgraded at any time. A rating may be downgraded providing the following:

- Absent exceptional circumstances, the downgrade shall be to the next level down (e.g.: Exemplary to Proficient or from Proficient to Needs Improvement)
- The rationale for the downgrade must rely solely on evidence and feedback collected at multiple points of time.
- All downgrades of Educators shall be reviewed by the Superintendent.
- Educators will be placed on the Educator Plan appropriate for their new rating level.

3. **Summative Evaluation Report:** Educators shall receive the Summative Evaluation report on or before May 15. The Summative Evaluation report shall be completed using the Summative Evaluation Report Form.

The Primary Evaluator shall prepare the report including a rating on progress toward student learning goals, a rating on progress toward professional practice goals, a rating on each of the four standards, and an overall rating pursuant to Section C, Part VI: Preparation of the Summative Evaluation Report. (See additional procedures under Part VI – Preparing Summative Report.)

Additional periods/plans may be conducted in accordance with paragraph 5 below.

4. The following procedures shall govern the evaluation of PTS Educators only, and are not required to be utilized in any manner in the evaluation of a NPTS Educator:

- a. In the event that the Formative or Summative Evaluation report is rated overall as "unsatisfactory", an additional qualified evaluator will participate in the observation and information gathering process concerning the Educator's performance. Direct observations may be conducted by both evaluators and must focus on the problem(s) identified in the Formative or Summative Evaluation report.
- b. Additionally, a second qualified evaluator may be brought in at the Evaluator's option at any point if the evaluator believes that the evaluation is likely to produce an unsatisfactory overall rating.
- c. In the event that a second evaluator participates in the evaluation process pursuant to paragraph (a) and/or (b) above, the Educator will be given the opportunity to request a particular second evaluator from among the designated administrators with the approval of the Superintendent. In the event that the Educator declines to so designate an evaluator, or fails to designate an evaluator within five (5) school days of being given written notice of his/her right to do so, the Superintendent shall make the designation.
- d. If a second evaluator participates in the evaluation process pursuant to paragraph (a) or (b) above and both evaluators concur in an unsatisfactory rating the following procedures will be followed:
 - i. The Educator will be placed on an Improvement Plan that will be in effect for at least thirty (30) school days but no more than one (1) school year. One (1) additional evaluator, as outlined above, will take part in said evaluation for the length of the Improvement Plan. The Improvement Plan must be approved and signed by the Primary Evaluator and delivered to the Educator at least 15 school days before the start date of the plan. The Educator shall sign the Improvement Plan within 5 school days of receipt and may include a written response. A copy of the signed Improvement Plan will be given to the Educator and another signed copy will be filed in the Educator's personnel file in the Superintendent's Office.
 - ii. The Improvement Plan shall:
 1. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 2. Describe the activities and work products the Educator must complete as a means of improving performance;
 3. Describe the assistance that the district may make available to the Educator;
 4. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 5. Detail the timeline for completion of each component of the Plan, including at a minimum an assessment report of the relevant standard(s) and indicator(s) completed half-way through the plan;
 6. Identify the individuals assigned to assist the Educator which may include minimally the primary Evaluator; and,
 7. Include the signatures of the Educator and primary Evaluator.

- iii. Before any Improvement Plan goes into effect, it must be reviewed at a conference by the Educator, the evaluator(s) and the Superintendent. The Educator may be represented by the Union at the conference. The Improvement Plan must be signed by the Superintendent and may only be modified by the Superintendent.
- e. Failure to successfully complete the Improvement Plan will be grounds for discharge.
- f. If a second evaluator participates in the evaluation process pursuant to paragraph (a) or (b) above and the evaluators do not concur in an unsatisfactory rating, the Superintendent shall be brought in to make the final determination based on his/her review of the work of the evaluators involved and/or such other data gathering as he/her may deem appropriate at his/her sole discretion.
- g. Educators who receive an overall rating of "Needs Improvement" will be placed on the Directed Growth Plan. The goals in the plan must address areas identified as needing improvement as determined by the Primary Evaluator. The Evaluator will meet with the Educator and will direct the Educator in developing his/her goals and in developing an action plan for the Educator's improvement. As set forth in Section C5(b) above, if at any time during implementation of the Directed Growth Plan, the Evaluator believes that the evaluation cycle is likely to produce an unsatisfactory overall rating, the Evaluator will bring in a second qualified evaluator. The Evaluator shall bring in such second qualified evaluator prior to any determination of an unsatisfactory overall rating.

The Directed Growth Plan must be approved and signed by the Primary Evaluator and delivered to the Educator at least 15 school days before the start date of the plan. The Educator shall sign the Directed Growth Plan within 5 school days of receipt and may include a written response. A copy of the signed Directed Growth Plan will be given to the Educator and another signed copy will be filed in the Educator's personnel file in the Superintendent's Office.

D. Evaluation Content. The Evaluation Cycle will consist of the following:

1. **Part I: Educator Self-Assessment**

The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by September 20 or within four weeks of the start of their employment at the school. Each year, all Educators shall be trained on the evaluation process and the self assessment during new Educator orientation and at additional scheduled staff meetings as needed.

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. Goals that include, but are not limited to: one goal related to the improvement of practice; one goal for the improvement of student learning. These goals may also be district/team/department goals.

2. Part II: Pre-Review Conference and Goal Setting (Educator's Plan)

The Evaluator and Educator will meet to confer with respect to the Educator Self-Assessment and goals for the particular cycle. In the event that more than one evaluator is to be involved in the process, a joint meeting will be held. The Educator and Evaluator will develop an Educator Plan for the evaluation cycle. The plan must include the Educator's goals, outline actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Educators are placed on one of the four (4) plans (Developing Educator, Self-Directed Growth, Directed Growth, Improvement) based on professional teaching status and prior evaluation cycles as outlined in part B above.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.

The Evaluator completes the Educator Plan by October 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.

3. Part III: Observations

Each evaluation cycle for classroom/worksite teachers will include at least four (4) observations, one of which must be announced. Observations that are to be included as part of the final evaluation reports will be documented on an official form and shall be provided to the educator within five (5) school days of completing the observation. In the case of announced or unannounced observations, the Educator may request a meeting with the evaluator within five (5) school days of receiving the form.

In the case of non-teaching Educators, the Evaluator and the Educator will agree on the method of gathering data relative to the Educator's work performance subject to the final approval of the Superintendent in the event that the parties cannot agree.

All Educators are encouraged to provide their evaluators with any information they would like them to consider in preparing evaluation reports.

4. Part IV: 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 but are not limited to:
 - (1) 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;
 - (2) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational

Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- (3) 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.
 - (4) For Educators whose primary role is not as a classroom Educator, the appropriate measures of the Educator's contribution to student learning, growth, and achievement will be 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:
- (1) Announced and Unannounced observations of practice of any duration.
 - (2) Examination of Educator work products.
 - (3) Examination of student work samples.
- c. Evidence relevant to one or more Performance Standards, including but not limited to:
- Evidence compiled and presented by the Educator, including:
- (1) 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;
 - (2) Evidence of active outreach to and engagement with families;
 - (3) Evidence of progress towards professional practice goal(s);
 - (4) Evidence of progress toward student learning outcomes goal(s);
 - (5) Student and Staff Feedback; and
 - (6) 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.
- d. Evaluators will use the rubric for Standards and Indicators of Effective Teaching Practice to rate Educators on Performance Standards, these rubrics consists of:
- (1) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

- (2) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- (3) Elements: Defines the individual components under each indicator
- (4) Descriptors: Describes practice at four levels of performance for each element

5. Part V: Preparation of the Formative Assessment Report

At the midyear point of the Evaluation Cycle, the evaluator(s) will prepare a Formative/Assessment Report. The Formative Assessment Report shall cover the following topics:

- a. Progress toward Student Learning Goal
- b. Progress toward Professional Practice Goal
- c. Description of performance, feedback for improvement and an overall rating on each Performance Standard as outlined in part six (6) below

The Primary Evaluator shall prepare a draft Formative Assessment Report and share the draft report with the Educator before it is finalized. Following receipt of the draft, the Educator shall have five (5) school days to request a meeting to discuss the draft and/or to submit written comments for the Evaluator's consideration. If the Educator requests a meeting, the Evaluator will endeavor to schedule it within five (5) school days of the request. As soon as is practical following receipt of the Educator's written comments or the meeting, typically within five (5) school days, the Evaluator will provide the Educator with a final Formative Assessment Report to be signed by the Primary Evaluator and Educator. Within ten (10) school days of signature, the Educator has the option of submitting comments to be permanently attached to the Formative Assessment Report that is placed in the Educator's personnel file.

6. Part VI: Preparation of the Summative Evaluation Report

At the conclusion of the evaluation cycle, the evaluator (s) will prepare a Summative Evaluation Report covering the following topics:

- a. The Focus/Goals for the cycle
- b. Description of *evidence* gathering procedures
- c. Report of the *evidence* collected
- d. Perceptions and judgments based on *evidence* collected
- e. Feedback
- f. Each standard must be rated with the overall rating of one of the following on the evaluation report:
 - (1) 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.

- (2) **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- (3) **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.
- (4) **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.

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.

The Primary Evaluator shall prepare a draft Summative Assessment report and share the draft report with the Educator before it is finalized. Following receipt of the draft, the Educator shall have five (5) school days to request a meeting to discuss the draft and/or to submit written comments for the Evaluator's consideration. If the Educator requests a meeting, the Evaluator will endeavor to schedule it within five (5) school days of the request. As soon as is practical following receipt of the Educator's written comments or the meeting, typically within five (5) school days, the Evaluator will provide the Educator with a final Summative Assessment Report to be signed by the Primary Evaluator and Educator. Within ten (10) school days of signature, the Educator has the option of submitting comments to be permanently attached to the Summative Assessment Report that is placed in the Educator's personnel file.

The evaluative judgment of administrators shall not be appealed beyond the Committee.

7. Part VII: Impact on Student Learning: TBD
8. Part VIII: Parent and Student Feedback: TBD

E. Standards and Indicators: Effective Teaching Practice

Standard 1: Curriculum, Planning and Assessment: The Educator promotes the learning and growth of all students by providing high quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an on-going basis, and continuously refining learning objectives

Standard 2: Teaching All Students: The Educator promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Standard 3: Family and Community Engagement: The Educator promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Standard 4: Professional Culture: The Educator promotes the learning and growth of all students through ethical, culturally-proficient, skilled, and collaborative practice.

To be rated proficient overall, an Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for Educators.

F. Timelines (See Chart at Appendix D-1). It is understood that in the event a particular date listed in the chart falls on day when school is not in session, the due date will be extend to the next school day.

G. Rubrics (See Appendix D-2)

H. Forms (See Appendix D-3)

Appendix D-1

Activity:	Completed By:
Evaluation cycle begins	September 1
Annual training on the evaluation process and self assessment (generally at the start of the school year)	Prior to September 20
Educator submits self-assessment and proposed goals (may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes and/or approves Educator Plan and provides to Educator. Educator signs and returns Plan within five (5) days	November 1
Educator on a one-year plan submits evidence on parent outreach, professional growth, progress on goals	December 20
For Educator on a one-year plan, Evaluator provides draft Formative Assessment Report; Educator has five (5) school days to request a meeting or submit written comments; if a meeting is requested, the Supervisor will endeavor to schedule the meeting within five (5) school days of the meeting request	January 5
Evaluator prepares Final Formative Assessment Report. Both Evaluator and Educator sign and submit Final Report for filing	January 5-30
Final Report filed in personnel file (Educator comments received within ten (10) school days following signature will be attached upon receipt.)	January 30
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	March 15
For Educator completing the first year of a two-year plan, Evaluator provides draft Formative Assessment; Educator has five (5) school days from receipt to request a meeting or submit written comments; if a meeting is requested, the Supervisor will endeavor to schedule the meeting within five (5) school days of the meeting request For Educator concluding a one or two-year plan, Evaluator provides a draft Summative Report; Educator has five (5) school days from receipt of draft Summative Report to request a meeting or submit written comments; if a meeting is requested, the Evaluator will endeavor to schedule the meeting within five (5) school days of the meeting request.	April 15
Evaluator schedules meeting (if requested) and provides Educator with Final Report, to be signed by Educator and Evaluator	April 15 – May 15
Report filed in personnel file (Educator Comments received within ten (10) school days following signature will be attached upon receipt)	May 15