

**AGREEMENT**

**between**

**[REDACTED]**  
**DISTRICT COMMITTEE**

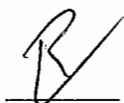
**and the**

**[REDACTED] [REDACTED] TEACHERS' FEDERATION,**  
**[REDACTED]**  
**AFT Massachusetts, AFL-CIO**

**September 1, 2015 - August 31, 2018**

# Table of Contents

PREAMBLE.....	8
ARTICLE I RECOGNITION.....	8
Section One:.....	8
Section Two:.....	8
ARTICLE II COMMITTEE RIGHTS .....	9
Section One:.....	9
Section Two:.....	9
ARTICLE III SALARIES .....	9
Section One: Salaries .....	9
Section Two: Placement on the Salary Schedule .....	11
Section Three: Progression on the Salary Schedule .....	11
Section Four: Vertical Advancement.....	11
Section Five: Method and Time of Salary Payment .....	12
Section Six: Anniversary Dates.....	12
Section Seven: Increments .....	12
Section Eight: Hourly Rates of Pay .....	12
Section Nine: Mileage Allowance .....	13
Section Ten: Counselors .....	13
Section Eleven: Required Conferences, Courses .....	13
Section Twelve: Licensed Practical Nurses and Medical Laboratory Technical Faculty.....	14



<b>ARTICLE IV SUPPLEMENTAL BENEFITS .....</b>	<b>14</b>
Section One:    Group Hospitalization (and Life) Insurance .....	14
Section Two:    Pension .....	14
Section Three:   Tax-Free Annuity .....	14
Section Four:   Worker's Compensation.....	15
Section Five:   Inoculations .....	15
Section Six:    Liability/Malpractice Insurance.....	15
Section Seven:  Credit Union (removed from current contract) .....	15
Section Eight:  Cafeteria Plan - Chapter 125 Trust .....	15
Section Nine:   Course Reimbursements.....	15
 <b>ARTICLE V GRIEVANCE – ARBITRATION .....</b>	 <b>16</b>
Section One:    Definitions .....	16
Section Two:    Adjustment of Grievance.....	16
LEVEL I - SUPERVISOR.....	16
LEVEL II - PRINCIPAL-DIRECTOR .....	17
LEVEL III - SUPERINTENDENT .....	17
LEVEL IV - SCHOOL COMMITTEE.....	18
Section Three:   Time Limits.....	18
Section Four:   Official Grievances and Personnel Files.....	18
LEVEL V - ARBITRATION.....	18
Section Five:   .....	18
Section Six:    .....	19
Section Seven:  Arbitration .....	19
 <b>ARTICLE VI LENGTH OF SCHOOL DAY, SCHOOL YEAR .....</b>	 <b>19</b>
Section One:   .....	19
Section Two:   .....	20
Section Three:  .....	20
 <b>ARTICLE VII TEACHING HOURS AND TEACHING LOAD.....</b>	 <b>20</b>







Section One: Definitions .....20

Section Two: Teaching Outside Certification Area .....21

Section Three: Academic Teachers.....21

Section Four: Class Schedule - Academic Teachers.....21

Section Five: Class Schedule - Vocational Teachers.....21

Section Six: [REDACTED] Provisions .....21

Section Seven: Duty-Free Lunch Period.....22

Section Eight: Student Assistance .....22

Section Nine: Parents' Nights - Open House.....22

Section Ten: Grading Policy .....23

**ARTICLE VIII CLASS SIZE.....23**

Section One: .....23

Section Two: .....23

Section Three: .....23

Section Four: .....23

**ARTICLE IX EXTRA-CURRICULAR ACTIVITIES .....23**

Section One: .....23

Section Two:.....24

Section Three: .....24

Section Four: .....24

**ARTICLE X TEACHER EVALUATION .....24**

**ARTICLE XI TEACHER FILES .....24**

Section One: .....24

Section Two:.....25

**ARTICLE XII PROFESSIONAL DEVELOPMENT .....25**

Section One: .....25

Section Two:.....	25
<b>ARTICLE XIII SCHOOL FACILITIES .....</b>	<b>25</b>
<b>ARTICLE XIV NOTICES AND ANNOUNCEMENTS.....</b>	<b>26</b>
Section One: .....	26
Section Two:.....	26
Section Three .....	27
Section Four: .....	27
Section Five:.....	27
<b>ARTICLE XV SCHOLARSHIP STANDARDS .....</b>	<b>27</b>
<b>ARTICLE XVI SCHOOL DISCIPLINE .....</b>	<b>27</b>
<b>ARTICLE XVII TEACHER ASSIGNMENT, TRANSFERS AND PROMOTION.....</b>	<b>27</b>
Section One: .....	27
Section Two:.....	28
Section Three: .....	28
<b>ARTICLE XVIII SUMMER SCHOOL AND EVENING SCHOOL .....</b>	<b>28</b>
Section One: .....	28
Section Two:.....	29
<b>ARTICLE XIX SUBSTITUTES.....</b>	<b>29</b>
Section One: .....	29
Section Two:.....	29
<b>ARTICLE XX LEAVES OF ABSENCE.....</b>	<b>29</b>
Section One: Federation Leave .....	29
Section Two: Federation Leave .....	29
Section Three: Funeral Leave.....	30
Section Four: Religious Leave .....	30

B

JAD

SA

Section Five: Personal Leave .....30

Section Six: Military Leave .....31

Section Seven: Organized Reserve Forces .....31

Section Eight: Professional Leave .....31

Section Nine: Parenting Leave .....31

**ARTICLE XXI SICK LEAVE .....31**

Section One: .....31

Section Two: .....32

Section Three: Sick Leave Bank .....32

**ARTICLE XXII MATERNITY LEAVE .....34**

Section One: .....34

Section Two: .....34

Section Three: .....34

Section Four: .....34

Section Five: .....35

Section Six: .....35

Section Seven: .....35

Section Eight: .....35

**ARTICLE XXIII VISITING DAYS .....35**

**ARTICLE XXIV UNION PRIVILEGES AND RESPONSIBILITIES .....35**

Section One: Fair Practices .....35

Section Two: Dues Check-off .....36

Section Three: Agency Service Fee.....36

Section Four: Allowed Time for Union Negotiations .....37

Section Five: Distribution of Material.....37

Section Six: School Meetings.....37

B      JAD      [Signature]

Section Seven: Information .....	37
Section Eight: Discussion Time for Federation Building Representative .....	38
Section Nine: Protection of Individual and Group Rights .....	38
Section Ten: No Federation Activity on School Time .....	38
Section Eleven: School Committee Meetings .....	38
<b>ARTICLE XXV MISCELLANEOUS .....</b>	<b>38</b>
Section One: Safety and Health Standards .....	38
Section Two: Liability Coverage .....	38
Section Three: Innovative Equipment Expenses .....	38
Section Four: Lab Coats .....	39
Section Five: Right to Representation .....	39
Section Six: Nine Period Day .....	39
<b>ARTICLE XXVI EXISTING LAWS AND REGULATIONS PRESERVED .....</b>	<b>39</b>
Section One: .....	39
Section Two: .....	39
<b>ARTICLE XXVII HANDLING OF NEW ISSUES .....</b>	<b>39</b>
<b>ARTICLE XXVIII SAVING CLAUSE .....</b>	<b>40</b>
<b>ARTICLE XXIX RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS .....</b>	<b>40</b>
Section One: .....	40
<b>ARTICLE XXX LAYOFF .....</b>	<b>40</b>
Section One: .....	40
Section Two: .....	40
Section Three: Definitions .....	41
Section Four: .....	41
Section Five: .....	41





Section Six:.....41

Section Seven: .....41

Section Eight:.....41

Section Nine: .....42

**ARTICLE XXXI LONGEVITY .....42**

Section One: .....42

Section Two:.....42

Section Three: .....42

**ARTICLE XXXII EARLY RETIREMENT .....42**

**ARTICLE XXXIII DURATION .....43**

Section One: .....43

Section Two:.....43

**SIDE LETTER OF AGREEMENT A .....45**

**APPENDIX A-1 .....46**

**APPENDIX A-2.....47**

**APPENDIX A-3.....48**

**APPENDIX B-1.....49**

**APPENDIX B-2.....50**

**APPENDIX B-3.....51**

**APPENDIX C-1.....52**

**APPENDIX C-2.....53**

**APPENDIX C-3.....54**

**APPENDIX D – ESE MODEL EVALUATION.....55**

    *R*              *JAD*              *AA*



## PREAMBLE

WHEREAS, the [REDACTED] District Committee and the [REDACTED] [REDACTED] n have followed the legally prescribed method of collective bargaining and both parties have discovered such procedure can, by fair and equitable treatment, be advantageous to the education of pupils receiving instruction at the [REDACTED] School.

WHEREAS, both parties to this Agreement recognize their responsibilities as examples for the students, it is further agreed that in all facets of our relationship we must act in their interest by dedication to the fulfillment of the philosophy and objectives mandated by experienced judgment, noble intention and genuine determination to send forth the best educated students possible.

Both parties further agree to work in close harmony to advance the cause of [REDACTED] [REDACTED].

NOW THEREFORE, the following Agreement is made and entered into as of the first day of September, 2015, by and between the School Committee of the [REDACTED] District (hereinafter referred to as the "Committee") and the [REDACTED] Federation, Local [REDACTED] American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Federation").

## ARTICLE I RECOGNITION

### Section One:

The Committee recognizes the Federation as the exclusive bargaining representative for all classroom teachers and guidance counselors employed by the [REDACTED] [REDACTED] including librarians and teachers employed at any "satellite schools:" excluding all other employees, the Superintendent, directors, assistant directors, supervisors, director of guidance, clerical employees and supervisory employees (who regularly possess as an integral part of their duties the right to hire, fire, discipline, promote, demote, transfer or settle grievances or also effectively recommend such action).

### Section Two:

With respect to teachers employed at satellite schools, it is agreed that the salary schedule, grievance procedure and economic benefits (such as insurance, sick leave, etc.) contained in this Agreement shall be applicable to such teachers. However, other terms and conditions of employment contained in this Agreement (such as, for example, class size, duty-free lunch, teaching hours, teaching load) will not be applicable because of the unique conditions of employment of satellite schools.

## ARTICLE II COMMITTEE RIGHTS

### Section One:

The Committee is a public body, established under law and with authority, powers, rights, and responsibilities provided by law and the statutes of the Commonwealth. The operation of its schools and the direction of its professional staffs are the responsibilities of the Committee and/or the Superintendent.

### Section Two:

Except as abridged, granted, delegated, or modified by this Agreement, the exercise of such rights, powers, and responsibilities shall be final and binding and not be subject to the grievance-arbitration provisions of this Agreement.

## ARTICLE III SALARIES

### Section One:           Salaries

The salary schedules attached hereto as Salary Schedule A1, A2, and A3 shall become effective on September 1, 2015, and will remain in effect through August 31, 2018.


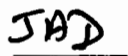
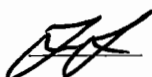
The athletic and extracurricular salary schedules attached hereto as Schedules B1, B2, and B3 and C1, C2, and C3 shall become effective on September 1, 2015, and will remain in effect through August 31, 2018.

### Salary Increases

#### 2015-2016

- 2% increase on base salary, salary addendums, coaching stipends, advisors' stipends, and Hourly Rate; and
- There will be an additional 1% Performance Incentive which will be added to the base salary and education addendums provided 3 out of the 5 performance incentives are met during the 2015 – 2016 school year.

Performance Indicator	Goal
1. 2015 End-of-Cycle AYP Report-English Language Arts (All students)	Met/Exceeded District Performance Targets
2. 2015 End-of-Cycle AYP Report-Mathematics (All students)	Met/Exceeded District Performance Targets
3. 2015 Student Attendance-Unexcused Absences (per DESE definition)	95%

4. 2015 Faculty Overall Attendance-Excluding School Business Days and Bereavement Days	95%
5. Four-year graduation rate of students for the Class of 2015	Met/Exceeded the average of the previous four years.

2016-2017

- 2% increase on base salary, education addendums, coaching stipends, advisors' stipends, and Hourly Rate; and
- A Performance Incentive Bonus equal to one-half percent (0.5%) of each teacher's **2015 – 2016** salary will be paid to each teacher who was employed during the entire **2015 – 2016** school year and is returning for the **2016 – 2017** school year provided 3 out of the 5 performance incentives are met during the **2015 – 2016** school year. This payment shall not be added to the base salary.

Performance Indicator	Goal
1. 2016 End-of-Cycle AYP Report-English Language Arts (All students)	Met/Exceeded District Performance Targets
2. 2016 End-of-Cycle AYP Report-Mathematics (All students)	Met/Exceeded District Performance Targets
3. 2016 Student Attendance-Unexcused Absences (per DESE definition)	95%
4. 2016 Faculty Overall Attendance-Excluding School Business Days and Bereavement Days	95%
5. Four-year graduation rate of students for the Class of 2016	Met/Exceeded the average of the previous four years.

2017-2018

- 2% increase on base salary, salary addendums, coaching stipends, advisors' stipends, and Hourly Rate; and
- A Performance Incentive Bonus equal to one-half percent (0.5%) of each teacher's **2016 – 2017** salary will be paid to each teacher who was employed during the entire **2016 – 2017** school year and is returning for the **2017 – 2018** school year provided 3 out of the 5 performance incentives are met during the **2016 – 2017** school year. This payment shall not be added to the base salary.

Performance Indicator	Goal
1. 2017 End-of-Cycle AYP Report-English Language Arts (All students)	Met/Exceeded District Performance Targets

2. 2017 End-of-Cycle AYP Report-Mathematics (All students)	Met/Exceeded District Performance Targets
3. 2017 Student Attendance-Unexcused Absences (per DESE definition)	95%
4. 2017 Faculty Overall Attendance-Excluding School Business Days and Bereavement Days	95%
5. Four-year graduation rate of students for the Class of 2017	Met/Exceeded the average of the previous four years.

**Section Two: Placement on the Salary Schedule**

Initial placement on the salary schedule shall be based on training and experience. Exceptions may be made by the School Committee upon a showing of unusual circumstances and after consultation with the Federation. Efforts will be made to equalize the rate of incumbent teachers in the same occupation area who have equal experience and training if their salary is lower than the new hiring rate.




**Section Three: Progression on the Salary Schedule**

- a. Credits submitted for horizontal movement on the salary schedule may include credit for work in industry or related trades, credit for courses at institutions, training required for the operation of new equipment, or the learning of a new process. A proposal for such activities for the purpose of obtaining credit must first meet the approval of the Superintendent. Employees must apply in writing to the Superintendent for his approval prior to commencing of the activity involved. Notice of approval or disapproval must be communicated within fifteen days of the request.
- b. Horizontal advancement from column to column shall be implemented on September 1 or March 1 following satisfactory completion of the work which has had the prior approval of the Superintendent. Credits for such advancement must meet the approval of the Superintendent prior to the commencement of the work.

If a teacher submits courses completed prior to the effective day of this contract for approval at any time, and they are approved by the Superintendent, any advancement in column to which the teacher is entitled shall be implemented on the next September 1 or March 1.

**Section Four: Vertical Advancement**

Vertical Advancement on the salary schedule shall require one three-credit course once every four years.

**Section Five: Method and Time of Salary Payment**

Salaries of regular teachers shall be paid in twenty-six installments, starting with the second week of the school year in September, and continuing through August. Alternatively, regular teachers may be paid in twenty-one (21) equal installments starting with the second week of the school year in September and continuing through June. All installments remaining unpaid at the close of the school year shall be paid in one sum upon request. This request, in order to receive consideration, must be made no later than May 15. If a teacher leaves or dies during the school year, he or his estate shall be entitled to 1/182nd of his contractual salary for each day worked.

Effective September 1, 2006, all employees new to the district shall participate in direct deposit of payroll checks to the banking institution of their choice.

**Section Six: Anniversary Dates**

For purposes of salary payment, teachers serving more than one-half school year will advance a step on the salary schedule in September.

**Section Seven: Increments**

- a. Increments are not automatic, but are granted only when there has been a continuation of high standard teaching. When increments are withheld, the teacher will be notified in writing of the School Committee's reasons for said action prior to April fifteenth (15th).
- b. A faculty member, upon recommendation of the Superintendent, may be given a double increment for extraordinary service to the school limited by the maximum salary of the level where the faculty member is presently placed.
- c. A teacher whose increment has been withheld shall upon request, be granted a hearing before the School Committee or a subcommittee thereof and be represented at said hearing by the Federation. The decision of the School Committee will not be arbitrable.

**Section Eight: Hourly Rates of Pay**

- a. All services that require the teacher's attendance in a teaching capacity outside the time designated as the normal school day shall constitute service beyond the payment schedule of the normal teaching day and said teacher shall be compensated at the rate of thirty-three dollars and fifteen cents (\$33.15) for the 2015—2016 year, be increased to thirty-three dollars and eighty-one cents (\$33.81) for the 2016—2017 year and increased to thirty-four dollars and forty-nine cents (\$34.49) for the 2017—2018 year.
- b. The School Committee will pay teachers in the regular summer school, evening school, or teaching in federally financed programs at the rate of thirty-three dollars and fifteen cents (\$33.15) for the 2015—2016 year, be increased to thirty-three dollars and eighty-one cents (\$33.81) for the 2016—2017 year and increased to thirty-four dollars and forty-nine cents (\$34.49) for the 2017—2018 year. The School District may pay teachers in the evening school at a rate different than the contractually hourly rate (either lower or higher) provided that bargaining unit members are paid the contractual rate, bargaining unit members have

B      JAD      SA

priority in evening school employment, and that the Federation is notified of the differing evening rate.

**Section Nine: Mileage Allowance**

Traveling teachers covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the *current* rate established and accepted by the Internal Revenue Service.

**Section Ten: Counselors**

The Guidance Counselors' work day and year shall be the same as the teachers' work day and year except that Guidance Counselors shall be required to work five (5) days beyond the scheduled school calendar. The Coordinator of Guidance will schedule the extra days during the week immediately before the opening of school and the week immediately following the close of school and/or the April vacation. The Guidance Counselors will be compensated at the rate of one one-hundred and eighty second (1/182) of their salary (as determined by their regular and usual placement on the teachers' salary schedule) for each day that they are required to work above and beyond a regular teachers' contract.

At least one (1) Guidance Counselor will be required to be on duty at school until 2:45 p.m. (twice a week) on Monday, Tuesday, Wednesday, and Thursday during the school year.

Effective September 1, 1994, the individuals currently employed and actively working in the classification of Adjustment Counselor and Social Worker shall be required to work not less than four (4) days nor more than six (6) days beyond the scheduled school year. The extra two (2) days will be scheduled at the discretion of the Coordinator of Guidance and payment and scheduling for all days will be in accordance with Section provisions for Guidance Counselors.

**Section Eleven: Required Conferences, Courses**

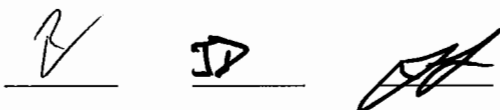
The School Committee agrees to pay the costs of a teacher's room and board if required by the Department of Education to attend a conference related to Vocational Education or if required by the Committee to take courses.

If the Department of Education designates a required conference at a specific location for all vocational teachers, the Committee will provide transportation to and from such conference without cost to teachers.

Required Courses

All teachers will be required to take a three credit course every four (4) years. The clock will start on 9-1-94 for those people on Maximum step.

Vocational teachers with professional status and requirements for licenses may, with prior approval of the Superintendent, use CEUs approved by an accrediting group in lieu of the required three credit course, with the understanding that said CEUs shall not be used for advancement on the salary schedule.



**Section Twelve: Licensed Practical Nurses and Medical Laboratory Technical Faculty**

In addition to their compensation as determined by their placement or position on the teacher's salary schedule bargaining unit Licensed Practical Nursing and Medical Laboratory Technician faculty in the [REDACTED] shall be compensated at the rate of One one hundredth and eighty second (1/182) of their salary (as determined by the regular and usual placement on the teachers' salary schedule) for each date that they are required to work above and beyond a regular teacher's contract. The Medical Laboratory Technician teacher will be compensated for an equivalent period of time not to exceed eighteen (18) school days.

**ARTICLE IV  
SUPPLEMENTAL BENEFITS**

**Section One: Group Hospitalization (and Life) Insurance**

The Committee shall provide seventy percent (70%) payment of premiums for all Blue Cross and Blue Shield coverage to members of the Federation, (or premiums for comparable benefits provided by a different carrier at the Committee's discretion) and seventy percent (70%) payment of the cost of premiums for a \$10,000 life insurance policy. The balance of the cost for such hospitalization and life insurance shall be borne by the teacher.

The Committee shall provide fifty percent (50%) payment for individual coverage for all unit members who so desire of premiums for a Delta Dental Plan. The balance of the premium shall be borne by the individual.

The Committee shall allow bargaining unit members to elect family coverage for a Delta Dental Plan. The Committee shall contribute the cost of fifty percent (50%) of the premium for an individual dental plan toward the family plan, and the balance of the premium shall be borne by the bargaining unit member.



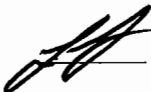
The parties agree that the Group Hospitalization portion of the present Agreement may be reopened during the life of the present Agreement at the request of the School Committee. The parties further agree that should the parties fail to reach agreement to modify the Group Hospitalization benefit, then the current contract language will remain in effect for the life of the present Agreement.

**Section Two: Pension**

The parties agree that all provisions of the Massachusetts Teacher Retirement Plan shall be made a part of the Agreement.

**Section Three: Tax-Free Annuity**

The Committee agrees that it is desirable to allow teachers to take advantage of the federal law concerning tax-free annuity and shall take such steps as are necessary to implement a tax-free annuity program. The Federation agrees to hold the Committee and the administration harmless in connection with dispute over the proper administration of this section.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**Section Four: Worker's Compensation**

The Committee agrees to provide coverage for teachers in the bargaining unit under the terms of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152.

**Section Five: Inoculations**

Influenza Inoculations and a Pneumonia shot shall be provided to members of the bargaining unit at no cost to the individual teacher. The Committee will arrange the dates of such inoculations during school days and teachers desiring the inoculation must be available on that date.

**Section Six: Liability/Malpractice Insurance**

Teachers shall be provided with liability/malpractice insurance by the District. Limits of liability shall be \$1,000,000.00 per claim not to exceed a total of \$1,000,000.00 per year for each faculty member involved.

**Section Seven: Credit Union (removed from current contract)**




**Section Eight: Cafeteria Plan - Chapter 125 Trust**

Subject to law, School Committee will adopt a Chapter 125 Trust enabling payments for health insurance to be paid with pre-tax monies. The District shall provide a Flexible Spending Account and will make available short-term disability insurance in which participation shall be voluntary.

**Section Nine: Course Reimbursements**

The Committee agrees to reimburse fee and tuition expenses for courses taken by teachers who are fully approved and/or certified or to become approved and/or certified and have the proper licensure as identified by the Department of Education subject to the following conditions:

- a. Course must be approved by Superintendent prior to commencement. Failure to respond within two (2) weeks will be considered approval.
- b. Course reimbursement is limited to two (2) courses during the period September 1 through August 31. For non-certified approved staff, if coursework necessary for a teacher to obtain his/her license is offered by a consortium associated with the school district, that staff member will be required to use the consortium course. In the event that no consortium course is offered, non-certified approved teachers may use a regular college course under the terms set forth in this article;
- c. Teachers' reimbursement will be indexed to the current cost of fees and tuition at Bridgewater State University.
- d. Teachers must achieve a grade of C or better in order to qualify for course reimbursement.



- e. In order to receive the reimbursement, the teacher must be working for the District at the time of payment and must continue to work for one (1) year following the reimbursement. Failure to remain for one (1) year after reimbursement will result in the reimbursement being withheld from the employee's last pay check, unless the reason for not remaining for one (1) year is due to a reduction in force.

## **ARTICLE V GRIEVANCE – ARBITRATION**



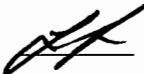
### **Section One:           Definitions**

- a. A "grievance" shall mean a complaint by an employee or the Federation that there has been a violation, misrepresentation, or inequitable application of any of the provisions of the Agreement.
- b. As used in this article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
- c. The Federation may initiate and process grievances under the following procedure, acting in place of the employee - in the event that a grievance hereunder affects or involves an employee or group of employees. At the request of the employer such employee or employees shall be present and shall participate in such grievance procedure at any level. This paragraph shall in no way affect grievances filed by the Federation in its own behalf nor shall the Federation be prevented from being present and represent such employee(s).
- d. Grievances will normally be initiated at the level at which the act or omission occurred, but in no event shall grievances be initiated beyond Level III. The parties may, by mutual agreement, process a grievance to the next level without a response having been made, or may remand a grievance to a lower level. Compliance with filing time limits shall be based upon the date of the initial filing.

### **Section Two:           Adjustment of Grievance**

#### **LEVEL I - SUPERVISOR**

- a. An employee may present a grievance to his supervisor within 15 school days following knowledge by the grievant of the act or condition which is the basis of his complaint, unless the grievant has a valid excuse for filing later.
- b. The employee and the supervisor shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference the employee may be represented by the appropriate Federation representative; but where the employee is represented, he must be present. Whenever a grievance is presented to the Supervisor by the teacher personally, the supervisor shall give the Federation representative the opportunity to be present and to state the views of the Federation.

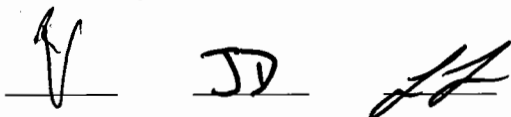
- c. The supervisor shall communicate his decision in writing to the aggrieved employee and to the Federation representative who participated within five school days after receiving the complaint.

## **LEVEL II - PRINCIPAL-DIRECTOR**

- a. If the grievance is not resolved at Level I, the aggrieved employee may appeal from the decision at Level 1 to the principal-director within five school days after the decision of the supervisor has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the grievance and the decision at Level 1.
- b. The employee and the principal-director shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative, but where the employee is represented, he must be present. Whenever a grievance is presented to the principal-director by the employee personally, the principal-director shall give the Federation representative the opportunity to be present and to state the views of the Federation.
- c. The principal-director shall communicate his decision in writing to the aggrieved employee and to the Federation representative who participated, within ten school days after receiving the complaint.

## **LEVEL III - SUPERINTENDENT**

- a. If the grievance is not resolved at Level II, the aggrieved employee may appeal from the decision at Level II to the Superintendent within ten school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and the decision at Level II.
- b. The Superintendent or his designated representative shall meet and confer with the aggrieved employee with the view of arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate representative shall be given at least two school days' notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the principal-director. The principal-director may be present at the conference and state his views.
- d. When the employee is not represented by the Federation at this level, the Superintendent shall furnish the Federation with a copy of the appeal from Level II together with a notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Superintendent shall communicate his decision in writing, together with the supporting reasons to the aggrieved employee and to any Federation representatives who participated at this level within twenty school days after receiving the appeal.
- f. The principal-director shall also receive a copy of any decision at this level.



## LEVEL IV - SCHOOL COMMITTEE

- a. If the grievance is not resolved at Level III, the aggrieved employee may appeal from the decision at Level III to the School Committee within twenty school days after the decision of the Superintendent has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and the decision at Level III.
- b. The School Committee shall meet with the aggrieved teacher with a view of attaining mutual resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two school days' notice of the conference and an opportunity to be heard.
- c. Notice of the conference shall also be given to the Superintendent and Principal-Director. The above named parties may be present at the conference and state their views.
- d. When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level III together with notice of the date of the conference. In such cases, the Federation may be present and state its view.
- e. The School Committee shall communicate its decision in writing, together with the supporting reasons to the aggrieved employee and to any representative who participated at this level within twenty school days after receiving the appeal.
- f. The Superintendent and the Principal-Director shall receive a copy of any decision at this level.

### Section Three: Time Limits

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


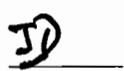
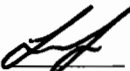
### Section Four: Official Grievances and Personnel Files

Official grievances filed by any teacher under the grievance procedures outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher.

## LEVEL V - ARBITRATION

### Section Five:

- a. A grievance dispute which was not resolved at the level of the School Committee under the grievance procedure may be submitted by the Federation to arbitration.
- b. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within twenty (20) school days after receipt of the decision of the School Committee, under the grievance

procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

**Section Six:**

The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with or varying in any way the terms of this Agreement or of applicable law.
- b. Which limits or interferes in any way with the powers, duties and responsibilities of the Committee under applicable law and statute.

**Section Seven: Arbitration**

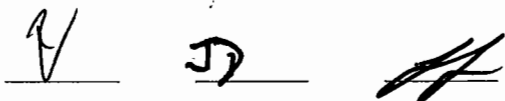
The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute. The Committee agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Federation agrees that it will not bring or continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

**ARTICLE VI  
LENGTH OF SCHOOL DAY, SCHOOL YEAR**

A Committee comprised of two (2) administrators and two (2) Federation members will be established to discuss and make recommendations to the Committee and the Federation regarding the school bell schedule, workday schedule, calendar and grading policy.

**Section One:**

The work year of teachers shall be no more than 182 days providing that all of the teachers' assigned closing duties are completed on the students' last school day (of the school year). The work year shall consist of 180 teaching days, 1 orientation day and 1 six-hour professional development day scheduled between October and March of a given school year. The work year of teachers other than new personnel who may be required to attend additional days of orientation will begin no earlier than September 1 and terminate no later than June 30. Teachers will be required to attend the school's annual graduation in a supervisory capacity. It is understood and agreed that teachers will not be required to attend graduation if graduation is held on a Saturday or Sunday.



**Section Two:**

The teachers' school day shall be as follows:

The teachers' school day will be from 7:30 a.m. to 2:30 p.m. (seven hours). It is further understood and agreed that teachers shall be at their assigned first post no later than 7:30 a.m. Effective September 1, 2003, the teachers' school day was lengthened by fifteen (15) minutes. These fifteen (15) minutes will be used for team meetings, which shall include common planning time, departmental meetings and administrative meetings. Team meetings shall take place three (3) days per week.

For good cause shown, the Committee has the right, after suitable advance consultation with the Federation, to modify the starting time(s) of the high school and/or [REDACTED] teachers' workday to the extent that such shall commence no earlier than 7:30 a.m. and end no later than 4:00 p.m.

The decision of the School Committee to modify the starting time(s) within the limits of the preceding shall not be subject to the grievance and arbitration procedure unless such change(s) is arbitrary or capricious.


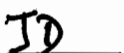
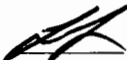
**Section Three:**

Effective with the start of the 2009—2010 school year and continuing forward, new periods nine and ten shall be added to the students' schedule, subject to the following conditions. The new periods shall be scheduled between 2:30 p.m. and 4:00 p.m. and will offer students additional educational opportunities, including but not limited to, sports and intramurals, SkillsUSA Local and Chapter Clubs, reading and math enrichment for students performing below grade level, credit recovery, attendance and make-up program, and, enrichment classes such as drama, music and foreign languages. Teachers who volunteer to teach either period nine or ten, or both, shall be compensated pursuant to the following stipend amounts listed in Appendix C.

**ARTICLE VII  
TEACHING HOURS AND TEACHING LOAD**

**Section One: Definitions**

- a. "Teaching Periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching; and has usually, but not necessarily, participated in the planning of the instruction to be conducted.
- b. "Home Room Classes" are those in which pupils assemble in the morning and other times during the day for administrative purposes.
- c. "Administrative Periods" are those periods during which the teacher is programmed for a regular activity other than teaching. Such periods include curriculum development. An administrative period is a period of time during which the teacher is assigned a task by the administration. For vocational teachers only, vocational teachers will be assigned duties not more than one (1) administrative period per cycle.

- d. "Preparation Periods" are those periods during which the teacher can prepare lessons, correct papers and do other activities to support teaching. A preparation period is a period of time during the day, which the teacher is not assigned tasks by the administration.

**Section Two: Teaching Outside Certification Area**

Teachers shall not be required to teach outside their area of certification except as allowed by law.

**Section Three: Academic Teachers**

Academic teachers shall not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations.

**Section Four: Class Schedule - Academic Teachers**

The school day for all academic teachers will be six (6) teaching periods, one (1) administrative period, and one (1) preparation period as indicated on individual teaching schedules.

**Section Five: Class Schedule - Vocational Teachers**

Vocational teachers shall teach seven (7) periods daily with one (1) administrative period. Teachers may be assigned duties by the Administration on not more than one (1) of the administrative periods per cycle, except during the months of September and October and in the event of an unforeseen circumstance.

**Section Six: [REDACTED] Provisions**

It is recognized that teaching in the [REDACTED] presents problems that are different from those presented in the Vocational-Technical High School, and that some variations in conditions exist.

- a. Class periods for the [REDACTED] shall be fifty (50) minutes in length.
- b. Teachers assigned to teach in the [REDACTED] shall have a schedule of teaching periods as follows per week:
- |                     |   |                     |
|---------------------|---|---------------------|
| English teachers    | - | 24 teaching periods |
| Academic teachers   | - | 24 teaching periods |
| Vocational teachers | - | 28 teaching periods |
- c.. When the [REDACTED] students have graduated, teachers will be subject to assignment.
- d. The school year calendar for teachers shall be the same as the high school.
- e. It is mutually understood that if the Committee modifies the starting time of the [REDACTED] the following provisions will be in effect:

  *V*          *JD*          *AA*

1. If the starting time is 1/2 hour later or less, no grievance will be processed.
2. It is mutually agreed that this section does not absolve the Committee's obligation to consult with the Federation over this matter.
3. Good cause shall be based on an unbiased survey of current/prospective students that supports the need to modify the starting time.
4. No less than four (4) faculty members may serve on a committee to assist the Committee or its designee in constructing a student survey form.
5. Faculty meetings may be conducted at the beginning of the school day or at the end of the day.

**Section Seven: Duty-Free Lunch Period**

Teachers will have a duty-free lunch period of at least thirty (30) minutes. This period may be reduced only for good cause, which shall be an emergency or an unusual circumstance which affects the whole school.

**Section Eight: Student Assistance**

All teachers are at liberty to arrange their own schedules at the end of the school day, with the understanding that teachers will not leave the building until at least 2:30 p.m.

**Section Nine: Parents' Nights - Open House**

- a. Members of the bargaining unit may be required to participate in two (2) Parents' Nights and one (1) Open House per year without compensation.

The Parents' Night may consist of two (2) nights for the entire school or two (2) vocational nights and two (2) academic nights and two (2) guidance nights, or a combination there of.

Vocational teachers will be allowed to be clustered in assembly areas during Parents' Night in order to meet more parents.

The Open House will be on a Saturday in the Fall or Spring from 10:30 a.m. until 3:30 p.m. in the afternoon. As part of this arrangement, an additional personal day will be available to those who attend the Open House. This personal day can only be taken after it is earned with the restriction that no personal days may be taken during mid-terms and finals, unless for extraordinary circumstances which must be pre-approved by the Superintendent.

- b. Parents' Nights shall be scheduled for a date when school is scheduled to be in session.
- c. Each night shall not exceed one and one-half (1 1/2) hours in duration.
- d. Vocational teachers will be eligible to earn PDPs for attendance at program advisory nights, provided that they produce a final product reflecting their attendance at the program

✓      JD

advisory nights that is consistent with the requirements established for PDPs by the Commonwealth.

**Section Ten: Grading Policy**

The Administration shall provide a clear grading policy each June 1<sup>st</sup>.

**ARTICLE VIII  
CLASS SIZE**

**Section One:**

Academic teachers shall not be required in the course of their six (6) teaching periods to teach more than 162 students per day. In no academic class shall the class size exceed twenty-eight (28) students except when such limitations exclude a student from an existing opening in any shop. In this case, academic class size may reach thirty (30) students, but in no case shall it exceed thirty (30) students.

**Section Two:**

Notwithstanding any contrary provisions in Section One, in situations which necessitate an increase in the class size maxima, class size may be expanded by mutual agreement of the administration and officers of the Federation; or in the event of innovative teaching programs, class size may be expanded at the discretion of the administration.

**Section Three:**

Under ordinary circumstances and where practicable, class size in shop shall not exceed twenty (20) per teacher. Where, in the judgment of the Committee, circumstances require a variation, such variation will be permitted not to exceed twenty-four (24) per teacher in a single teacher class and not to exceed a total of forty-four (44) in a two-teacher class.

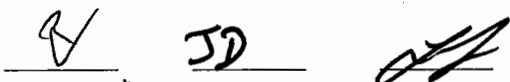
**Section Four:**

Under ordinary circumstances and where practicable, class size in related shall not exceed twenty-four (24) per teacher. Where, in the judgment of the Committee, circumstances require variation, such variation will be permitted not to exceed twenty-seven (27) per teacher.

**ARTICLE IX  
EXTRA-CURRICULAR ACTIVITIES**

**Section One:**

Assignment to extra-curricular activities shall be voluntary. No teacher shall be discriminated against nor denied any professional advantage for failure to volunteer to perform extra-contractual





duties or assignments. Employees shall be notified of any vacancy in extra-curricular positions. The Superintendent reserves the right to fill vacancies in extra-curricular positions with individuals from outside the bargaining unit in the event qualified volunteers are not available to fill a vacancy(ies).

If an extra-curricular position is to have co-advisors, the position will be posted as a co-advisor position and the appointed individuals will split the compensation.

**Section Two:**

Compensation shall be paid to all extra-curricular activities as set forth in Schedules C-1, C-2 and C-3.

**Section Three:**

Teachers shall not accept extra-curricular assignments unless specifically authorized in writing by the Superintendent.

**Section Four:**

A team of two (2) Administrators and two (2) Teachers will conduct an annual review of the club and activity advisors' roles and responsibilities. This team will make recommendations for adjustments to stipends by January 15th of each year. These recommendations will be considered by the School Committee during its annual budget process.

**ARTICLE X  
TEACHER EVALUATION**

Effective September, 2012, the model language released by DESE, as adapted by the Committee and the Federation on October 24, 2014, was implemented into the collective bargaining agreement. A joint labor-management evaluation committee will remain in effect to review the evaluation processes and procedures annually through the terms of this contract, and shall recommend adjustments to be negotiated into the collective bargaining agreement, including the use of District Determined Measures (DDMs), staff and student surveys and other items, by Committee and the Federation. Refer to Appendix D for the DESE model evaluation language and Appendix E for the October 24, 2014, adapted language changes.

**ARTICLE XI  
TEACHER FILES**

**Section One:**

Teacher files shall be kept and controlled by the Superintendent.

Three handwritten signatures are present at the bottom of the page. The first signature is a stylized 'R' with a checkmark above it. The second signature is 'JD' with a checkmark above it. The third signature is a cursive 'JA' with a checkmark above it.

**Section Two:**

Teacher files shall be maintained under the following circumstances:

- a. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files by an administrator unless the teacher has been sent a copy at the same time.
- b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
- c. Upon request, a teacher shall be given access to his file without delay.
- d. Upon receipt of a written request the teacher shall be furnished a reproduction of any material in his file.

**ARTICLE XII  
PROFESSIONAL DEVELOPMENT**

**Section One:**

The parties agree that the School Committee shall provide a diversified in-service training program for teachers.

**Section Two:**

It is imperative that all teachers, individually and collectively, be aware of the objectives and techniques of their colleagues, administrators, and School Committee. A committee of teachers shall be formed to make recommendations for an agenda for the meetings. These recommendations shall be forwarded to the Superintendent.

**ARTICLE XIII  
SCHOOL FACILITIES**

The following is dependent upon the Committee's ability to furnish such within the physical limits of the education plant. In designing new buildings and presently in the existing building, the School Committee will maintain and provide:

1. Assigned parking facilities.
2. Storage space in each classroom.
3. There shall be a preparation room where teachers may have access to all available materials and equipment necessary for the preparation of instructional materials for their

    R              JD              JZ

classes. The availability of materials and equipment shall be decided by the School Committee.

4. An appropriately furnished room to be used as a staff lounge where teachers may meet as professionals and engage in privileged conversation.
5. Well-lighted and clean teachers' rest rooms.
6. A telephone for faculty use.
7. Mail box for each teacher.
8. A funded teachers' reference library.
9. Proper and sufficient athletic equipment for an effective students' physical education program.
10. Available classroom may be used for testing purposes and teacher-parent interviews.
11. Bulletin boards for general building use.
12. Bulletin board for the exclusive use of the Federation for purposes of posting material dealing with proper and legitimate Federation business near the staff lounge.
13. Teachers shall be provided a dining area for their exclusive use. Suitable utensils for the preparation of light lunches, beverages, etc., shall be provided in the lounge.

## **ARTICLE XIV NOTICES AND ANNOUNCEMENTS**

### **Section One:**

All official circulars shall be made available to teachers.

### **Section Two:**

The following positions/locations shall **receive a copy** of the Rules and Regulations of the School Committee:

- The Federation President
- The Massachusetts Federation of Teachers Representative
- The [REDACTED]
- The Library (three copies of which two are available for take-out by the faculty)

Any changes will be distributed to the faculty. The Committee, via the Faculty Handbook, will encourage the faculty to review appropriate sections of the policy book.

B      JD      AA

### **Section Three**

A directory of personnel in the school shall be made available to all personnel.

### **Section Four:**

Information on the accumulated sick leave for each teacher shall be available to each teacher, on request.

### **Section Five:**

A copy of school programs shall be accessible to the entire faculty.

## **ARTICLE XV SCHOLARSHIP STANDARDS**

1. The parties agree that continuing study will be given to suiting the curriculum to the student and developing optimum teaching-learning conditions.
2. The practice of keeping pupils out of class for activities associated with recreation and entertainment is to be discouraged.
3. Regulations concerning the dismissal of students for any events are to be rigidly enforced.
4. Easy transfer of pupils from one teacher to another is to be discouraged.

## **ARTICLE XVI SCHOOL DISCIPLINE**

The School Committee will inform the teachers of such specific requirements of the Students' Discipline Code, as the Committee may, from time to time, determine should be enforced by the teachers.

## **ARTICLE XVII TEACHER ASSIGNMENT, TRANSFERS AND PROMOTION**

### **Section One:**

The administration shall notify teachers of their assignments for the coming year by August first.

Once the school year has begun, academic teachers will be given notice of their assignment of preparation and administrative period one (1) term in advance. Once the school year has begun, vocational teachers will be given notice of their assignment of their administrative period one (1) term in advance.

**Section Two:**

- a. When vacancies occur or are about to occur on higher positions or more desirable positions or when new positions of comparable status are to be established, notice of such circumstances shall be posted on the appropriate teacher bulletin board or email by the appointing authority for at least five (5) work days. When vacancies occur during the summer recess, anyone who leaves a self-addressed, stamped envelope in the District Office will be notified of all vacancies.
- b. Qualification of the applicant, general requirements of the position, salary, and other pertinent information shall be set forth.
- c. Applications shall be accepted from the personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
- d. Where factors considered in items (b) and (c) above are the same among a number of candidates, seniority in the Regional School District shall be given consideration for appointments.
- e. Such applications shall be in writing and set forth the basis on which the applicant requests consideration. Reasonable time should be allowed for such submission of applications.

**Section Three:**

- a. Requests for transfer shall be submitted to the Superintendent in writing. All transfer requests shall include the subject area to which the teacher seeks assignment.
- b. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.
- c. Where all other factors are equal, seniority based on consecutive years of experience in the [REDACTED] shall be given consideration.
- d. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reasons for the transfer.

**ARTICLE XVIII  
SUMMER SCHOOL AND EVENING SCHOOL**

**Section One:**

All openings for summer school and for evening school teachers will be adequately publicized by the Superintendent and shall be posted in the school building as early as possible for at least five (5) work days. All such notices shall set forth the specifications and qualifications for the position

RV      JD      AA

and the date by which application shall be filed with the Superintendent. The date may be extended at the discretion of the Superintendent. Teachers who have applied for such summer school or evening school positions will be notified of the action taken regarding their applications as early as practicable.

**Section Two:**

Positions in the summer school and evening school will, to the extent possible, be filled by appointed teachers in the [REDACTED].

**ARTICLE XIX  
SUBSTITUTES**

**Section One:**

The utilization and employment of substitute teachers is the responsibility of the administration and shall be determined by the administration in its sole discretion.

**Section Two:**

Substitutes shall be provided to cover classes of regularly assigned teachers when they are absent.

**ARTICLE XX  
LEAVES OF ABSENCE**

**Section One: Federation Leave**

Employees who are officers of the Federation or who are appointed, or its staff, shall, upon proper application, be given leave of absence without pay for the purpose of performing legitimate duties for the Federation. Not more than two (2) individuals may be on Federation leave at any one time.

Upon proper advance notice to the Superintendent and with the approval of the Federation President, bargaining unit member(s) will be granted up to a total of four (4) days off with pay per school year to attend proceedings at the Department of Labor Relations and/or Commonwealth Employment Relations Board (or either of their successors) on behalf of the Federation.

**Section Two: Federation Leave**

Employees given leaves of absence without pay shall, in order to qualify for the increment raise, file a report of professional improvement. Provided also that for special purposes leaves under the above condition shall be granted from time to time for shorter periods than one (1) year, i.e., three (3) to six (6) months as requested by the Federation for special study or research or similar relevant purposes to enhance the knowledge and competency of the Federation in administering its responsibilities under this contract. All leaves under this short term stipulation would not exceed a total of twelve (12) months per year.

RV      JD      [Signature]

**Section Three: Funeral Leave**

- a. Five (5) consecutive days of funeral leave, with the day of the funeral to be included, shall be granted to teachers upon the death of anyone in the immediate family or anyone residing in the same household with the teacher.
- b. Funeral leave of two (2) days shall be allowed on the death of an aunt, uncle, niece or nephew. Three (3) days of funeral leave shall be allowed on the death of grandparents, grandchild, or in-laws. The term in-laws means father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- c. School shall be closed on the day of a funeral of a teacher in that school.

**Section Four: Religious Leave**

- a. Jewish teachers shall be excused for a total of three (3) days of class sessions if necessary, without loss of pay, for Rosh Hashanah and Yom Kippur.
- b. Greek teachers shall be excused from class sessions on Orthodox Good Friday.
- c. Russian Orthodox teachers shall be excused from class sessions on Orthodox Good Friday.
- d. Teachers of religions that observe the Christian Good Friday shall be excused from class sessions without loss of pay if school is in session.

**Section Five: Personal Leave**

Teachers shall be granted two (2) days of personal leave per school year; however, unused personal days, including the third day earned for attendance at the Open House, may be carried over for one (1) year only. In addition, teachers may borrow personal days from the next year and if the teacher does not return for the next year, the value of the borrowed personal days will be deducted from his/her last pay check.

Teachers may take from one (1) to three (3) hours without a substitute and be charged 1/2 a day of personal leave.

No more than ten (10) Federation members may take personal leave on the same day. Requests will be granted on a first-come, first-served basis. Teachers will request to take personal leave through a shared calendar and will be granted personal leave provided they are within the first ten (10) Federation members to request leave on a given day and the request is made at least three (3) school days in advance, except in the case of an unforeseen emergency which must be documented. No personal days may be taken during mid-terms and finals unless for extraordinary circumstances which must be pre-approved by the Superintendent.

BY

JD

AA

**Section Six: Military Leave**

Military leave of absence, without pay, may be granted to a permanent teacher inducted into the armed forces for the required length of service, according to the terms of the Selective Service Training Act of 1949, and subsequent amendments by Congress.

**Section Seven: Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence; the difference between military and the teacher's salary shall be paid by the school district if the tour of duty is during the school year, provided; however, that such leave shall not exceed seventeen (17) days. Whenever possible, the tour of duty shall be arranged during the summer or at a time when school is not in session.

**Section Eight: Professional Leave**

At the discretion of the Superintendent, teachers shall be allowed to attend professional conferences, workshops, seminars, or conventions which relate to the activity of the school.

**Section Nine: Parenting Leave**

Bargaining unit members may use up to five (5) sick days on an annual basis for the birth or adoption of a child. Said sick days shall be deducted from bargaining unit member's accrued sick leave.

**ARTICLE XXI  
SICK LEAVE**

**Section One:**

Every employee covered by this Agreement shall, subject to Section Two of this Article, be granted fifteen (15) days of sick leave per year without loss of pay, for absence caused by illness or injury or exposure to contagious disease.

Employees will earn and sick leave shall accrue at the rate of 1 1/2 days for each month of actual service (considering a ten-month school year), not to exceed fifteen (15) working days in any calendar year. Employees will be entitled to use any sick leave earned. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective day of this Agreement and not used in the current year, may be accumulated to a maximum of one hundred and sixty five (165) days for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

A teacher starting the school year in September who has no accumulated sick leave would be allowed two (2) days of sick leave immediately. Such days are part of the fifteen (15) days per year allowed.

          JD



An employee may use up to five (5) days of sick leave for illness of his/her parent(s) or a permanent resident of his/her household.

**Section Two:**

No employee shall be entitled to sick leave without loss of pay as provided in Section One of this Article unless the employee notified his immediate supervisor or the school or an answering device, the cause thereof. Such notice shall be provided 1 1/2 hours before the start of the school day, or as soon thereafter as is practicable.



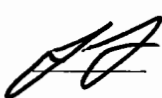
**Section Three: Sick Leave Bank**

- a. A Sick Leave Bank will be established for bargaining unit members with more than one year of service who have exhausted their own sick leave and have an extended serious illness or injury. The use of the Sick Leave Bank by teachers shall be limited to those Sick Leave Bank participants who have exhausted their accumulated and annual sick leave and who require additional leave to make recovery from such illness or injury in order to return to work and who would otherwise be in a non-pay status because of such illness or injury.
- b. Effective September 1, 1999, each member of the bargaining unit with at least one year's experience may contribute two days from her/his sick leave accumulation (or annual sick leave allotment) to the Sick Leave Bank in order to fund the Bank. Subsequent new members to the Bank must contribute two days of sick leave within 10 days of the beginning of any school year. In the event that the Sick Leave Bank becomes depleted, each Sick Leave Bank participant shall contribute an additional day from his/her sick leave accumulation or annual sick leave allotment to refund the Bank. No more than 90 sick leave bank days may be carried over from one school year to another. At the beginning of each subsequent school year, Sick Leave Bank participants must contribute one day of his/her sick leave unless they have given written notice to the Sick Leave Bank Committee within ten (10) days of the beginning of the school year that they no longer desire to be a Sick Leave Bank participant.
- c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two members will be designated by the School Committee to serve at the School Committee's pleasure and two members shall be designated by the Federation President to serve at his/her pleasure. A majority vote of the full Board will be required in order to grant benefits or undertake any other action consistent with the purpose of the Sick Leave Bank.
- d. In the event of a tie vote, the Sick Leave Bank Committee will attempt to agree upon a fifth person to serve temporarily for the sole purpose of "breaking" the tie vote on such application. After being informed and made aware of all of the circumstances and details of any application for use of the Sick Leave Bank the fifth individual will vote on the application (or on any other matter being considered for which a tie vote has resulted). If the Sick Leave Bank Committee is unable to reach agreement on a fifth member, the fifth member will be determined by either the School Committee or Federation, whichever wins that right by lot.

B      JD      AA

The fifth "member" will have no function other than to vote as above noted and shall not have authority to act in any other matter.

- e. The Sick Leave Bank Committee will have the power and authority to validate and grant or reject an applicant's request for the grant of Sick Leave Bank days. In exercising its right, the Sick Leave Bank Committee shall determine the sufficiency of the medical data to determine the number of Sick Leave Bank days to be granted to the applicant.
- f. An initial grant of Sick Leave Bank benefits by the Sick Leave Bank Committee shall not exceed thirty (30) days; however, application may be made to the Sick Leave Bank Committee for an extension(s) up to a maximum of thirty days for each extension. Except as otherwise provided herein, no more than a total of ninety days may be granted by the Sick Leave Bank Committee to any individual for a single illness or accident.
- g. The Sick Leave Bank Committee will be required to give due consideration to situations of unusual circumstance and for hardships arising from prolonged illness or injury when an employee's total grant of sick leave days from the Bank has been exhausted.
- h. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular teaching duties. Upon return to regular teaching duties, after the grant of Sick Leave Bank days, the participant will be granted an additional five sick leave days from the Bank to be used in the event of illness or injury during the remainder of the school year. If any of these five days are unused, they shall be returned to the Sick Leave Bank.
- i. The Sick Leave Bank Committee shall utilize the following criteria in determining the eligibility for the granting of Sick Leave Bank days and/or the amount of leave to be given:
  - 1. Adequate medical evidence of the illness or injury in support of an eligible employee's application for the grant of Sick Leave Bank days due to serious and/or prolonged illness or injury. Such medical evidence shall include, but not be limited to, diagnosis and prognosis of the illness or injury and expected date of return of the teacher to full and complete performance of essential functions of the position. The Sick Leave Bank Committee may require and obtain another opinion from an independent physician in order to reach a determination as to whether the applicant qualifies for a grant of such Sick Bank days. The physician will be selected from a panel of physicians approved and validated by the Bank and the cost of such evaluation will be borne by the School Committee.
  - 2. A grant of Sick Leave Bank days may be denied because of an applicant's history of prior usage of annual and accumulated sick leave.
  - 3. No teacher shall be eligible to the grant of Sick Leave Bank days until that teacher has exhausted her/his accumulated and annual sick leave allotment and until the teacher has continued absent without sick leave payment for five days, after which time the teacher may apply for use of the Sick Leave Bank and, if approved, the Sick Leave Bank days will be retroactive to the first day of absence without pay.

4. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance/arbitration provisions of this Agreement.

## **ARTICLE XXII MATERNITY LEAVE**

### **Section One:**

A teacher who becomes pregnant will notify the Superintendent in writing as soon as possible, but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return.

Such notification shall provide the administration with as much opportunity as possible to secure a replacement teacher and insure continuity of assignments.

### **Section Two:**

The pregnant teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties will allow. The Committee may require medical evidence of the teacher's ability to continue employment.

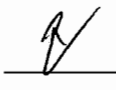
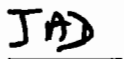
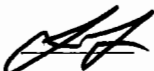
### **Section Three:**

Staff members who desire to return as soon as possible will be allowed to use up to forty (40) days of accumulated sick days after the end of pregnancy and will be guaranteed the same position held at the time the leave commenced. In the event the teacher is unable to return due to a continued, verifiable physical disability, on account of pregnancy, that teacher will be permitted to return to the same or similar position when the disability is concluded.

### **Section Four:**

Staff members who desire a longer period of leave will indicate to the Superintendent their intention to return in the September following the commencement of the leave or the September thereafter. The choice is to be made by the staff member at the time the leave commences. Except in extraordinary circumstances, such choice will be binding on the teacher. Upon returning from maternity leave on either September date, a teacher will be returned to the same or similar position held at the time that the leave commenced. In the event that the staff member is returned to a similar position, such similar position will be determined in the exclusive discretion of the Superintendent.

Staff members who desire more than eight (8) weeks leave described in Section Three but who wish to return prior to the September dates described in Section Four, will not be guaranteed a position on the date requested, but will be offered the next available position in the appropriate areas determined by the Superintendent.

**Section Five:**

In no event shall a teacher's maternity leave include time in more than two (2) school years.

**Section Six:**

In the event that the teacher was on duty one-half or more of the school year in which maternity leave was granted, upon return to work after such maternity leave, the teacher will go to the next step of the salary schedule, as outlined in Article II, Section 6.

**Section Seven:**

The parties understand and agree that a teacher's election or option as to leave duration will be binding on the teacher except in extraordinary circumstances. A teacher who fails to return from leave as elected will be terminated.

**Section Eight:**

The teacher who is pregnant or is on maternity leave, and who is physically unable to work because of disability connected to pregnancy, may use accumulated personal sick leave to cover those days when she is disabled and unable to work. The School Committee may require the teacher to submit adequate medical evidence verifying the disability.

**ARTICLE XXIII  
VISITING DAYS**

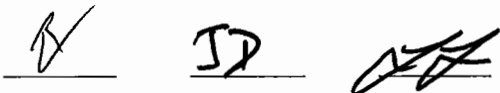
Teachers may be permitted to visit other classrooms or in other cities and towns to observe teacher techniques and inspect teaching materials. Permission for such activity may be granted only after the submission of pertinent data, (including the number of days) has been approved by the Superintendent.

**ARTICLE XXIV  
UNION PRIVILEGES AND RESPONSIBILITIES**

**Section One: Fair Practices**

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation, age, or marital status. The Federation will represent equally all persons without regard to membership participation in or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, marital status, or participation in or association with the activities of any employee organization.



**Section Two: Dues Check-off**

- a. An employee who wishes to have the School Committee deduct the regular monthly Federation dues from his pay for transmittal to the Federation shall execute an authorization card to be furnished by the Federation in the form below:

-----

I, \_\_\_\_\_, a member of the \_\_\_\_\_ Federation (do) (do not) elect to have Federation dues deducted from my salary as per payment schedule, and hereby authorize and direct the \_\_\_\_\_ to make such deductions as per payment schedule.

(Signed) \_\_\_\_\_

(Date) \_\_\_\_\_

-----

The \_\_\_\_\_ will pick up payment on the date to be specified by the Superintendent.

- b. The amount of dues will be certified to the School Committee from time to time by the \_\_\_\_\_, or by his duly authorized agent and the amount of dues will be uniform for all members of the Federation. A certification of a change in Federation dues shall become effective after the receipt by the School Committee of such certification in writing from the Federation at least fifteen (15) days prior to the start of the month in which the Federation seeks to make such change effective.
- c. Federation dues deducted by the School Committee shall be forwarded no later than thirty (30) days after such deduction was made.
- d. An authorization by an employee for deduction of Federation dues shall be cancelled automatically whenever such employee is removed from the School Committee payroll, or goes on leave of absence for more than one (1) month and there shall be no obligation on the part of the School Committee to continue authorization in effect in the absence of an applicable collective agreement.

**Section Three: Agency Service Fee**

- a. The Committee accepts Chapter 463 of the Acts of 1970, permitting the negotiation of an agency service fee clause.
- b. All employees covered by this Agreement who are not members of the Federation shall pay as a condition of employment an Agency Service Fee on or after the 30th day following the beginning of their employment or the effective date of this Agreement, whichever is later. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration.

This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

- c. The Committee shall make payroll deduction of the agency service fee to the extent permitted by law, i.e., upon receipt of appropriate deduction authorization cards. The authorization form shall be the same as that specified in paragraph B 1, except that "dues" shall be deleted and "agency service fee" substituted therefor.
- d. The Federation agrees to indemnify the Committee from any financial obligation arising out of its compliance or attempted compliance with this article, including costs of litigation.

**Section Four: Allowed Time for Union Negotiations**

- a. The Superintendent shall recognize the Federation Building Representative as the official representative of the Federation in the school.
- b. The Superintendent and persons assigned by him who are members of the administration and members of the School Committee, if they desire, the total number to approximate the number of persons of the Federation Committee, shall meet by mutual consent. When such meetings are agreed to they shall not exceed one (1) meeting per month except by mutual consent. The meetings will be held to consult on school problems and policy as they relate to established Committee policies and procedures in this Agreement. No other committee composed of bargaining unit personnel shall exist for this purpose. Both parties shall submit items for the agenda.
- c. The discussion of their matters as agreed upon for discussion by the Superintendent and the Federation Committee, is not precluded by the above. However, the Superintendent and the Federation Committee do not have the authority to reach any decision which changes this Agreement or any established School Committee policy or procedure.

**Section Five: Distribution of Material**

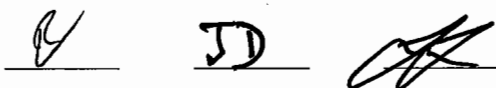
The Federation shall have the right to place material in the mail boxes of teachers and administrators.

**Section Six: School Meetings**

The authorized representative of the Federation shall have the right to schedule Federation meetings in the building before or after regular class hours. Such Federation meetings shall not conflict with meetings scheduled by the administration prior to the scheduling of the Federation meeting.

**Section Seven: Information**

The School Committee shall make available to the Federation upon its reasonable request and in the School Committee's discretion, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.



**Section Eight: Discussion Time for Federation Building Representative**

The Federation Building representative may meet with the Superintendent to discuss problems at a mutually convenient time. The Superintendent will arrange coverage for the Building Representative based on the availability of Supervisors or others who may act as a temporary substitute.

**Section Nine: Protection of Individual and Group Rights**

Nothing contained herein shall be construed to prevent the Administration Committee, a member of the Committee, or its designated representatives from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Federation. Nothing contained herein shall be construed to permit any organization other than the Federation to appear in an official capacity in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any matter in his own interest with his immediate superior or the administration and/or Committee.

**Section Ten: No Federation Activity on School Time**

Any discussion among teachers concerning Union matters on School Committee property shall take place only when all of the teachers involved in such discussion are on break or other free non-working time and in no event shall such conversation take place in the presence of students.

**Section Eleven: School Committee Meetings**

The School Committee shall make available to the Federation's representative, a copy of the School Committee's minutes and agenda of its meetings in a timely manner.

**ARTICLE XXV  
MISCELLANEOUS**

**Section One: Safety and Health Standards**

The School District shall conform with all Massachusetts safety laws.

**Section Two: Liability Coverage**

Members of the bargaining unit shall be covered by liability insurance, as provided by the District School Committee.

**Section Three: Innovative Equipment Expenses**

In the event that new equipment is purchased and a training period is deemed necessary for the teacher in whose department it is to be installed, the district agrees to pay the cost of such training

PK      JD      AF

in addition to any traveling or living expenses involved in addition to the salary to which the teacher is entitled for such training time.

**Section Four: Lab Coats**

The School Committee shall provide lab coats to teachers who, during the school day, are exposed to grease, oil stains, or corrosive liquids as a result of lab work.

**Section Five: Right to Representation**

Employees who have reason to believe an interview or confrontation with the employer is apt to result in disciplinary action have the right to request representation by the Federation.

**Section Six: Nine Period Day**

The parties agree that if the Committee wishes to increase the number of student periods from seven to eight or nine, then the Committee may reopen the contract to negotiate such.

**ARTICLE XXVI  
EXISTING LAWS AND REGULATIONS PRESERVED**

**Section One:**

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

**Section Two:**

Notwithstanding any contrary provision in paragraph 1, in the event the parties are prevented by operation of law from implementing the negotiated salary schedules or any other provisions of this Agreement, the Federation agrees that this Agreement shall not give rise to any claims, legal, equitable or moral, against the Committee, now or any time in the future.

**ARTICLE XXVII  
HANDLING OF NEW ISSUES**

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

By the Committee:

With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

By the Federation:

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



Federation shall not seek to renew to be effective during this Agreement any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

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

### **ARTICLE XXVIII SAVING CLAUSE**

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

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

### **ARTICLE XXIX RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS**

#### **Section One:**

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation shall for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

### **ARTICLE XXX LAYOFF**

#### **Section One:**

When the District determines that a reduction in staff is warranted, the District shall determine the number of positions to be eliminated. The District agrees to notify any tenured employee of intent to vote on layoff on or before June 15th of the current school year. The vote on layoff will be taken by the District prior to the end of the school year.

#### **Section Two:**

Should the District determine to reduce the number of positions in the bargaining unit, such reduction shall be consistent with the General Laws and this Agreement.

          JD

**Section Three: Definitions**

- a. Seniority - Length of continuous employment in the bargaining unit shall be measured from the day of appointment exclusive of time spent on leaves of absence.
- b. Department - The [REDACTED] and [REDACTED] are to be considered similar under this article. The departmentalization of the staff will specifically refer to the areas of certification described by the State Department of Education and the Division of Occupational Education.

**Section Four:**

In the event that the District determines that it is necessary to reduce the number of professional status teachers in a department, the following procedures shall apply:

- a. Normal attrition will be used to reduce the number of positions in the department involved.
- b. Those teachers filling in for leaves of absence in the area affected shall be laid off next.
- c. Permanent substitutes in the area affected will be laid off next.
- d. Teachers in the department not holding Massachusetts teaching certificates will be laid off next.

**Section Five:**

If further reductions are needed following (a) through (d), then normally those teachers in the department involved with the least amount of consecutive service to the [REDACTED] (exclusive of leaves of absence) shall be terminated first.

**Section Six:**

Teachers in the department involved who have greater service (seniority) than others in the department may be terminated if in the judgment of the District a teacher (in the department) with less service (seniority) is clearly better suited to fill a remaining position than a teacher with greater service (seniority). Current respective salaries of such employees shall not be a basis for such decision.

**Section Seven:**

No professional status teacher shall be laid off if there is a teacher without professional status holding a position which the professional status teacher is qualified to fill.

**Section Eight:**

If a teacher who is terminated believes that the determination concerning his qualification is arbitrary or capricious, he may file a grievance pursuant to the grievance arbitration provisions of this Agreement, commencing at level four (4).

  *R*          *JD*          *AA*

**Section Nine:**

Nothing herein contained shall amend the rights of the parties under Chapter 71, Section 42 of the General Laws of the Commonwealth as amended by the Education Reform Act of 1993.

**ARTICLE XXXI  
LONGEVITY**

**Section One:**

Longevity is:

<b>Service</b>	<b>2015--2016</b>	<b>2016--2017</b>	<b>2017--2018</b>
5 years	561	572	583
10 years	765	780	796
15 years	918	936	955
20 years	1122	1144	1167
25 years	1377	1405	1433
30 years	1632	1665	1698

**Section Two:**

In order to be eligible for such annual longevity payment, the teacher must have completed five (5) years of service with the [REDACTED] October 1, and be actively employed on a full-time basis by the Committee. Teachers who complete five (5) years of service after September 1 of any school year will not become eligible for said annual longevity payment until the following school year. Teachers who have notified the Superintendent that they are retiring at the end of a school year and have qualified for a longevity payment shall receive that payment in their last June paycheck.

**Section Three:**

Longevity payments for eligible teachers shall be made each year either with the last paycheck in December or the first paycheck in January. Teachers will be notified no later than December 1<sup>st</sup> when the payment will be made.

**ARTICLE XXXII  
EARLY RETIREMENT**

Federation members with a minimum of twenty (20) years of service to the [REDACTED] and who accumulated a minimum of 150 days of unused sick leave will be

RV      JD      [Signature]

reimbursed 15% of the average salary used by the state to calculate their retirement benefit. This compensation will only be paid if they retire and will be issued within thirty (30) days of the last day of school in the school year of the individual's retirement. A maximum of six (6) Federation members per year will be allowed. Seniority in the school district will determine access to this section. The Superintendent and/or School Committee may waive the attendance and cap requirements at his/their discretion.

Effective September 1, 1999, employees with twenty (20) years of service to the [REDACTED], for purposes of this Article only, shall be allowed to accumulate 180 days of unused sick leave. This additional accumulation of unused sick days beyond the limits outlined in Article XXI will be used by the employee only in the event of a major illness or disability in the year in which the employee's retirement occurs and that illness or disability would have placed the employee below the 150 day qualification in Paragraph 1 of this Article.

### ARTICLE XXXIII DURATION

**Section One:**

This Agreement will become effective on September 1, 2015, and shall continue in full force and effect until August 31, 2018.

**Section Two:**

Negotiations for a successor Agreement shall commence on or about September 15, 2017.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2015.

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

          
ID. 

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



R   ID   AF

## SIDE LETTER OF AGREEMENT A

If during the term of this Agreement, the School Committee desires to modify or change the number and length of teaching periods during any school year, upon written notification by the School Committee, the Federation agrees to reopen the present collective bargaining agreement within thirty (30) days of such written notice.

B      JD      JA

# APPENDIX A-1

**Appendix A-1**  
**Teachers' Salary Schedule (2015-2016)**

Base Salary Grid*													
	1	2	3	4	5	6	7	8	9	10	11	12	13
With 2%	42,017	44,807	47,597	50,386	53,176	55,966	58,756	61,546	64,336	67,126	69,916	72,705	75,495
If Bonus Met	42,853	45,698	48,544	51,389	54,235	57,080	59,925	62,771	65,616	68,462	71,307	74,152	76,998

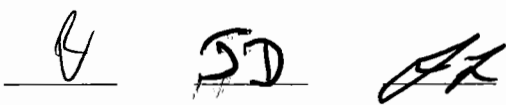
Education Salary Addendums**														
Academic/Guidance - Chapter 71 Certified							Vocational - Chapter 74 Certified							
	Degree		Amount			Degree		Amount			Degree		Amount	
1	None		2%	(1%+3%)		None		2%	(1%+3%)		None		2%	(1%+3%)
2	BS + 15		1,704	1,738		Certified +18 Credits		1,704	1,738		Certified +18 Credits		1,704	1,738
3	BS + 30		3,409	3,477		Certified +39 Credits		3,409	3,477		Certified +39 Credits		3,409	3,477
4	Masters		5,113	5,215		Cert. + Assoc. OR Cert. + 60 Cr.		5,113	5,215		Cert. + Assoc. OR Cert. + 60 Cr.		5,113	5,215
5	M + 15 (or M. thar req. 55+ Crd.)		6,817	6,953		Certified + 78 Cr.		6,817	6,953		Certified + 78 Cr.		6,817	6,953
6	M + 30 (or M. that req. 70+ Crd.)		8,522	8,691		Certified + 99 Cr.		8,522	8,691		Certified + 99 Cr.		8,522	8,691
7	2M/CAGS		10,355	10,561		Certified + BS		10,355	10,561		Certified + BS		10,355	10,561
8	Doctorate		10,730	10,944		Certified + Masters (new)		10,730	10,944		Certified + Masters (new)		10,730	10,944

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8 (current employees employed by [redacted] prior to August 1, 2012 will be grandfathered until their DESE expiration date or current extension date only).

\*\* in order to get a salary addendum, educator must hold current active license

Grid 2015-2016 (If Performance Incentive Bonus is NOT met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
42,017	44,807	47,597	50,386	53,176	55,966	58,756	61,546	64,336	67,126	69,916	72,705	75,495	1
43,721	46,511	49,301	52,091	54,881	57,671	60,461	63,250	66,040	68,830	71,620	74,410	77,200	2
45,426	48,215	51,005	53,795	56,585	59,375	62,165	64,955	67,745	70,534	73,324	76,114	78,904	3
47,130	49,920	52,710	55,500	58,289	61,079	63,869	66,659	69,449	72,239	75,029	77,819	80,608	4
48,834	51,624	54,414	57,204	59,994	62,784	65,574	68,363	71,153	73,943	76,733	79,523	82,313	5
50,539	53,329	56,118	58,908	61,698	64,488	67,278	70,068	72,858	75,647	78,437	81,227	84,017	6
52,372	55,162	57,951	60,741	63,531	66,321	69,111	71,901	74,691	77,480	80,270	83,060	85,850	7
52,747	55,537	58,327	61,116	63,906	66,696	69,486	72,276	75,066	77,856	80,646	83,435	86,225	8

Grid 2015-2016 (If Performance Incentive Bonus is met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
42,853	45,698	48,544	51,389	54,235	57,080	59,925	62,771	65,616	68,462	71,307	74,152	76,998	1
44,591	47,437	50,282	53,128	55,973	58,818	61,664	64,509	67,355	70,200	73,045	75,891	78,736	2
46,330	49,175	52,020	54,866	57,711	60,557	63,402	66,247	69,093	71,938	74,784	77,629	80,474	3
48,068	50,913	53,759	56,604	59,449	62,295	65,140	67,986	70,831	73,676	76,522	79,367	82,213	4
49,806	52,652	55,497	58,342	61,188	64,033	66,879	69,724	72,569	75,415	78,260	81,106	83,951	5
51,544	54,390	57,235	60,081	62,926	65,771	68,617	71,462	74,308	77,153	79,998	82,844	85,689	6
53,414	56,259	59,105	61,950	64,796	67,641	70,486	73,332	76,177	79,022	81,868	84,713	87,559	7
53,797	56,642	59,487	62,333	65,178	68,024	70,869	73,714	76,560	79,405	82,251	85,096	87,941	8



# APPENDIX A-2

## Appendix A-2 Teachers' Salary Schedule (2016-2017)

Base Salary Grid*													
	1	2	3	4	5	6	7	8	9	10	11	12	13
With 2%	42,857	45,703	48,549	51,394	54,240	57,086	59,931	62,777	65,623	68,468	71,314	74,160	77,005
If Bonus Met	43,710	46,612	49,515	52,417	55,319	58,222	61,124	64,026	66,929	69,831	72,733	75,635	78,538

Education Salary Addendums**					
Academic/Guidance - Chapter 71 Certified			Vocational - Chapter 74 Certified		
Degree	Amount		Degree	Amount	
1 None	16-17	16-17+	1 None	16-17	16-17+
2 BS + 15	1,739	1,773	2 Certified +18 Credits	1,739	1,773
3 BS + 30	3,477	3,546	3 Certified +39 Credits	3,477	3,546
4 Masters	5,215	5,319	4 Certified + Assoc. OR Cert + 60 Cr.	5,215	5,319
5 M. + 15 (or M. that req. 55+ Crd.)	6,954	7,092	5 Certified + 78 Cr.	6,954	7,092
6 Ma + 30 (or M. that req. 70+ Crd.)	8,692	8,865	6 Certified + 99 Cr.	8,692	8,865
7 2M/CAGS	10,562	10,772	7 Certified + BS	10,562	10,772
8 Doctorate	10,945	11,162	8 Certified + Masters	10,945	11,162

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8 (current employees employed by [redacted] prior to August 1, 2012 will be grandfathered until their DESE expiration date or current extension date only).

\*\* In order to get a salary addendum, educator must hold current active license

Grid 2015-2016 (If Performance Incentive Bonus is NOT met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
42,857	45,703	48,549	51,394	54,240	57,086	59,931	62,777	65,623	68,468	71,314	74,160	77,005	1
44,596	47,441	50,287	53,133	55,978	58,824	61,670	64,515	67,361	70,207	73,052	75,898	78,744	2
46,334	49,180	52,025	54,871	57,717	60,562	63,408	66,254	69,099	71,945	74,791	77,636	80,482	3
48,073	50,918	53,764	56,610	59,455	62,301	65,147	67,992	70,838	73,684	76,529	79,375	82,221	4
49,811	52,657	55,502	58,348	61,194	64,039	66,885	69,731	72,576	75,422	78,268	81,113	83,959	5
51,549	54,395	57,241	60,086	62,932	65,778	68,623	71,469	74,315	77,160	80,006	82,852	85,697	6
53,419	56,265	59,110	61,956	64,802	67,647	70,493	73,339	76,184	79,030	81,876	84,721	87,567	7
53,802	56,647	59,493	62,339	65,184	68,030	70,876	73,721	76,567	79,413	82,258	85,104	87,950	8

Grid 2015-2016 (If Performance Incentive Bonus is met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
43,710	46,612	49,515	52,417	55,319	58,222	61,124	64,026	66,929	69,831	72,733	75,635	78,538	1
45,483	48,386	51,288	54,190	57,092	59,995	62,897	65,799	68,702	71,604	74,506	77,409	80,311	2
47,256	50,159	53,061	55,963	58,865	61,768	64,670	67,572	70,475	73,377	76,279	79,182	82,084	3
49,029	51,932	54,834	57,736	60,638	63,541	66,443	69,345	72,248	75,150	78,052	80,955	83,857	4
50,802	53,705	56,607	59,509	62,412	65,314	68,216	71,118	74,021	76,923	79,825	82,728	85,630	5
52,575	55,478	58,380	61,282	64,185	67,087	69,989	72,891	75,794	78,696	81,598	84,501	87,403	6
54,482	57,385	60,287	63,189	66,091	68,994	71,896	74,798	77,701	80,603	83,505	86,408	89,310	7
54,873	57,775	60,677	63,579	66,482	69,384	72,286	75,189	78,091	80,993	83,896	86,798	89,700	8



# APPENDIX A-3

## Appendix A-3 Teachers' Salary Schedule (2017-2018)

Base Salary Grid*													
	1	2	3	4	5	6	7	8	9	10	11	12	13
With 2%	43,714	46,617	49,520	52,422	55,325	58,227	61,130	64,032	66,935	69,838	72,740	75,643	78,545
2017-2018 With Bor	44,584	47,545	50,505	53,465	56,426	59,386	62,346	65,307	68,267	71,227	74,188	77,148	80,109

If Bonus Met

Education Salary Addendums**							
Academic/Guidance - Chapter 71 Certified				Vocational - Chapter 74 Certified			
	Degree	Amount			Degree	Amount	
1	None	17-18	17-18+	1	None	17-18	17-18+
2	BS + 15	1,773	1,809	2	Certified +18 Credits	1,773	1,809
3	BS + 30	3,546	3,617	3	Certified +39 Credits	3,546	3,617
4	Masters	5,320	5,426	4	Certified + Assoc. OR Certified + 60 Cr.	5,320	5,426
5	Masters + 15 (or M. thar req. 55+ Crd.)	7,093	7,234	5	Certified + 78 Cr.	7,093	7,234
6	Masters + 30 (or M. that req. 70+ Crd.)	8,866	9,043	6	Certified + 99 Cr.	8,866	9,043
7	2M/CAGS	10,773	10,988	7	Certified + BS	10,773	10,988
8	Doctorate (new)	11,163	11,386	8	Certified + Masters (new)	11,163	11,386

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8 (current employees employed by [redacted] prior to August 1, 2012 will be grandfathered until their DESE expiration date or current extension date only).

\*\* In order to get a salary addendum, educator must hold current active license

Grid 2015-2016( If Performance Incentive Bonus is NOT met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
43,714	46,617	49,520	52,422	55,325	58,227	61,130	64,032	66,935	69,838	72,740	75,643	78,545	1
45,488	48,390	51,293	54,195	57,098	60,001	62,903	65,806	68,708	71,611	74,513	77,416	80,319	2
47,261	50,163	53,066	55,969	58,871	61,774	64,676	67,579	70,481	73,384	76,287	79,189	82,092	3
49,034	51,937	54,839	57,742	60,644	63,547	66,449	69,352	72,255	75,157	78,060	80,962	83,865	4
50,807	53,710	56,612	59,515	62,418	65,320	68,223	71,125	74,028	76,930	79,833	82,736	85,638	5
52,580	55,483	58,386	61,288	64,191	67,093	69,996	72,898	75,801	78,704	81,606	84,509	87,411	6
54,487	57,390	60,293	63,195	66,098	69,000	71,903	74,806	77,708	80,611	83,513	86,416	89,318	7
54,878	57,780	60,683	63,586	66,488	69,391	72,293	75,196	78,098	81,001	83,904	86,806	89,709	8

Grid 2015-2016( If Performance Incentive Bonus is met)													
1	2	3	4	5	6	7	8	9	10	11	12	13	
44,584	47,545	50,505	53,465	56,426	59,386	62,346	65,307	68,267	71,227	74,188	77,148	80,109	1
46,393	49,353	52,314	55,274	58,234	61,195	64,155	67,115	70,076	73,036	75,996	78,957	81,917	2
48,201	51,162	54,122	57,082	60,043	63,003	65,963	68,924	71,884	74,844	77,805	80,765	83,726	3
50,010	52,970	55,931	58,891	61,851	64,812	67,772	70,732	73,693	76,653	79,613	82,574	85,534	4
51,818	54,779	57,739	60,699	63,660	66,620	69,580	72,541	75,501	78,462	81,422	84,382	87,343	5
53,627	56,587	59,548	62,508	65,468	68,429	71,389	74,349	77,310	80,270	83,230	86,191	89,151	6
55,572	58,532	61,493	64,453	67,413	70,374	73,334	76,294	79,255	82,215	85,175	88,136	91,096	7
55,970	58,930	61,891	64,851	67,811	70,772	73,732	76,692	79,653	82,613	85,573	88,534	91,494	8





**APPENDIX B-1  
ATHLETIC SALARIES  
2015--2016 SCHOOL YEAR**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
HEAD FOOTBALL	\$3,993	\$4,792	\$5,590	\$6,390	\$7,188	\$7,986
ASSISTANT FOOTBALL	\$2,995	\$3,593	\$4,192	\$4,792	\$5,391	\$5,989
JV FOOTBALL	\$2,396	\$2,874	\$3,354	\$3,835	\$4,314	\$4,792
FRESHMAN FOOTBALL	\$1,795	\$2,155	\$2,515	\$2,874	\$3,236	\$3,593
CROSS COUNTRY	\$1,199	\$1,598	\$1,996	\$2,396	\$2,797	\$3,194
HEAD BASKETBALL	\$2,797	\$3,593	\$4,391	\$5,192	\$5,989	\$6,789
ASSISTANT BASKETBALL	\$2,095	\$2,695	\$3,294	\$3,894	\$4,493	\$5,092
FRESHMAN BASKETBALL	\$1,258	\$1,617	\$1,977	\$2,337	\$2,695	\$3,055
GIRLS' BASKETBALL	\$2,797	\$3,593	\$4,391	\$5,190	\$5,989	\$6,789
ASSISTANT - GIRLS	\$2,095	\$2,695	\$3,294	\$3,894	\$4,493	\$5,092
HEAD HOCKEY	\$2,797	\$3,593	\$4,391	\$5,192	\$5,989	\$6,789
ASSISTANT HOCKEY 1ST	\$2,095	\$2,695	\$3,294	\$3,894	\$4,493	\$5,092
ASSISTANT HOCKEY 2ND	\$1,677	\$2,155	\$2,636	\$3,114	\$3,593	\$4,072
HEAD WRESTLING	\$2,797	\$3,593	\$4,391	\$5,192	\$5,989	\$6,789
ASSISTANT WRESTLING	\$2,095	\$2,695	\$3,294	\$3,894	\$4,493	\$5,092
CHEERLEADER - FALL	\$999	\$1,396	\$1,598	\$1,795	\$2,198	\$2,595
CHEERLEADER ASST. - FALL	\$747	\$1,050	\$1,199	\$1,346	\$1,648	\$1,945
CHEERLEADER - WINTER	\$999	\$1,396	\$1,598	\$1,795	\$2,198	\$2,595
CHEERLEADER ASST WINTER	\$747	\$1,050	\$1,199	\$1,346	\$1,648	\$1,945
HEAD BASEBALL	\$2,396	\$2,700	\$3,194	\$3,593	\$3,993	\$4,792
ASSISTANT BASEBALL	\$1,795	\$2,095	\$2,396	\$2,695	\$2,995	\$3,593
FRESHMAN BASEBALL - BOYS	\$1,079	\$1,258	\$1,437	\$1,617	\$1,795	\$2,155
HEAD TRACK	\$2,396	\$2,797	\$3,194	\$3,593	\$3,993	\$4,792
ASSISTANT TRACK 1ST	\$1,795	\$2,095	\$2,396	\$2,695	\$2,995	\$3,593
ASSISTANT TRACK 2ND	\$1,437	\$1,677	\$1,916	\$2,155	\$2,396	\$2,874
GOLF	\$1,199	\$1,598	\$1,996	\$2,396	\$2,797	\$3,194
HEAD SOCCER	\$2,396	\$2,797	\$3,194	\$3,593	\$3,993	\$4,792
ASSISTANT SOCCER	\$1,795	\$2,095	\$2,396	\$2,695	\$2,995	\$3,593
GIRLS' SOFTBALL	\$2,396	\$2,797	\$3,194	\$3,593	\$3,993	\$4,792
JV SOFTBALL - GIRLS	\$1,795	\$2,095	\$2,396	\$2,695	\$2,995	\$3,593
VOLLEYBALL	\$1,596	\$1,996	\$2,396	\$2,797	\$3,194	\$3,593
ASSISTANT VOLLEYBALL	\$958	\$1,199	\$1,437	\$1,677	\$1,916	\$2,155
ATHLETIC TRAINER	\$23,465					

V      JD      AA

**APPENDIX B-2**  
**ATHLETIC SALARIES**  
**2016--2017 SCHOOL YEAR**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
HEAD FOOTBALL	\$4,073	\$4,888	\$5,701	\$6,518	\$7,332	\$8,145
ASSISTANT FOOTBALL	\$3,055	\$3,665	\$4,276	\$4,888	\$5,499	\$6,109
JV FOOTBALL	\$2,444	\$2,932	\$3,421	\$3,912	\$4,400	\$4,888
FRESHMAN FOOTBALL	\$1,831	\$2,198	\$2,566	\$2,932	\$3,301	\$3,665
CROSS COUNTRY	\$1,222	\$1,630	\$2,036	\$2,444	\$2,853	\$3,257
HEAD BASKETBALL	\$2,853	\$3,665	\$4,479	\$5,296	\$6,109	\$6,925
ASSISTANT BASKETBALL	\$2,137	\$2,749	\$3,359	\$3,972	\$4,583	\$5,194
FRESHMAN BASKETBALL	\$1,283	\$1,649	\$2,016	\$2,384	\$2,749	\$3,116
GIRLS' BASKETBALL	\$2,853	\$3,665	\$4,479	\$5,294	\$6,109	\$6,925
ASSISTANT - GIRLS	\$2,137	\$2,749	\$3,359	\$3,972	\$4,583	\$5,194
HEAD HOCKEY	\$2,853	\$3,665	\$4,479	\$5,296	\$6,109	\$6,925
ASSISTANT HOCKEY 1ST	\$2,137	\$2,749	\$3,359	\$3,972	\$4,583	\$5,194
ASSISTANT HOCKEY 2ND	\$1,710	\$2,198	\$2,688	\$3,176	\$3,665	\$4,153
HEAD WRESTLING	\$2,853	\$3,665	\$4,479	\$5,296	\$6,109	\$6,925
ASSISTANT WRESTLING	\$2,137	\$2,749	\$3,359	\$3,972	\$4,583	\$5,194
CHEERLEADER - FALL	\$1,019	\$1,424	\$1,630	\$1,831	\$2,242	\$2,647
CHEERLEADER ASST. - FALL	\$762	\$1,071	\$1,222	\$1,373	\$1,681	\$1,984
CHEERLEADER - WINTER	\$1,019	\$1,424	\$1,630	\$1,831	\$2,242	\$2,647
CHEERLEADER ASST WINTER	\$762	\$1,071	\$1,222	\$1,373	\$1,681	\$1,984
HEAD BASEBALL	\$2,444	\$2,754	\$3,257	\$3,665	\$4,073	\$4,888
ASSISTANT BASEBALL	\$1,831	\$2,137	\$2,444	\$2,749	\$3,055	\$3,665
FRESHMAN BASEBALL - BOYS	\$1,101	\$1,283	\$1,466	\$1,649	\$1,831	\$2,198
HEAD TRACK	\$2,444	\$2,853	\$3,257	\$3,665	\$4,073	\$4,888
ASSISTANT TRACK 1ST	\$1,831	\$2,137	\$2,444	\$2,749	\$3,055	\$3,665
ASSISTANT TRACK 2ND	\$1,466	\$1,710	\$1,954	\$2,198	\$2,444	\$2,932
GOLF	\$1,222	\$1,630	\$2,036	\$2,444	\$2,853	\$3,257
HEAD SOCCER	\$2,444	\$2,853	\$3,257	\$3,665	\$4,073	\$4,888
ASSISTANT SOCCER	\$1,831	\$2,137	\$2,444	\$2,749	\$3,055	\$3,665
GIRLS' SOFTBALL	\$2,444	\$2,853	\$3,257	\$3,665	\$4,073	\$4,888
JV SOFTBALL - GIRLS	\$1,831	\$2,137	\$2,444	\$2,749	\$3,055	\$3,665
VOLLEYBALL	\$1,628	\$2,036	\$2,444	\$2,853	\$3,257	\$3,665
ASSISTANT VOLLEYBALL	\$977	\$1,222	\$1,466	\$1,710	\$1,954	\$2,198
ATHLETIC TRAINER	\$23,934					

*B*      *JD*      *AA*

**APPENDIX B-3**  
**ATHLETIC SALARIES**  
**2017--2018 SCHOOL YEAR**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
HEAD FOOTBALL	\$4,155	\$4,986	\$5,815	\$6,648	\$7,478	\$8,308
ASSISTANT FOOTBALL	\$3,116	\$3,739	\$4,362	\$4,986	\$5,608	\$6,231
JV FOOTBALL	\$2,493	\$2,990	\$3,489	\$3,990	\$4,488	\$4,986
FRESHMAN FOOTBALL	\$1,868	\$2,242	\$2,617	\$2,990	\$3,367	\$3,739
CROSS COUNTRY	\$1,247	\$1,663	\$2,077	\$2,493	\$2,910	\$3,323
HEAD BASKETBALL	\$2,910	\$3,739	\$4,569	\$5,402	\$6,231	\$7,063
ASSISTANT BASKETBALL	\$2,180	\$2,804	\$3,427	\$4,052	\$4,675	\$5,298
FRESHMAN BASKETBALL	\$1,308	\$1,682	\$2,057	\$2,431	\$2,804	\$3,178
GIRLS' BASKETBALL	\$2,910	\$3,739	\$4,569	\$5,399	\$6,231	\$7,063
ASSISTANT - GIRLS	\$2,180	\$2,804	\$3,427	\$4,052	\$4,675	\$5,298
HEAD HOCKEY	\$2,910	\$3,739	\$4,569	\$5,402	\$6,231	\$7,063
ASSISTANT HOCKEY 1ST	\$2,180	\$2,804	\$3,427	\$4,052	\$4,675	\$5,298
ASSISTANT HOCKEY 2ND	\$1,745	\$2,242	\$2,742	\$3,240	\$3,739	\$4,236
HEAD WRESTLING	\$2,910	\$3,739	\$4,569	\$5,402	\$6,231	\$7,063
ASSISTANT WRESTLING	\$2,180	\$2,804	\$3,427	\$4,052	\$4,675	\$5,298
CHEERLEADER - FALL	\$1,039	\$1,453	\$1,663	\$1,868	\$2,287	\$2,700
CHEERLEADER ASST. - FALL	\$777	\$1,092	\$1,247	\$1,401	\$1,715	\$2,024
CHEERLEADER - WINTER	\$1,039	\$1,453	\$1,663	\$1,868	\$2,287	\$2,700
CHEERLEADER ASST WINTER	\$777	\$1,092	\$1,247	\$1,401	\$1,715	\$2,024
HEAD BASEBALL	\$2,493	\$2,809	\$3,323	\$3,739	\$4,155	\$4,986
ASSISTANT BASEBALL	\$1,868	\$2,180	\$2,493	\$2,804	\$3,116	\$3,739
FRESHMAN BASEBALL - BOYS	\$1,123	\$1,308	\$1,495	\$1,682	\$1,868	\$2,242
HEAD TRACK	\$2,493	\$2,910	\$3,323	\$3,739	\$4,155	\$4,986
ASSISTANT TRACK 1ST	\$1,868	\$2,180	\$2,493	\$2,804	\$3,116	\$3,739
ASSISTANT TRACK 2ND	\$1,495	\$1,745	\$1,993	\$2,242	\$2,493	\$2,990
GOLF	\$1,247	\$1,663	\$2,077	\$2,493	\$2,910	\$3,323
HEAD SOCCER	\$2,493	\$2,910	\$3,323	\$3,739	\$4,155	\$4,986
ASSISTANT SOCCER	\$1,868	\$2,180	\$2,493	\$2,804	\$3,116	\$3,739
GIRLS' SOFTBALL	\$2,493	\$2,910	\$3,323	\$3,739	\$4,155	\$4,986
JV SOFTBALL - GIRLS	\$1,868	\$2,180	\$2,493	\$2,804	\$3,116	\$3,739
VOLLEYBALL	\$1,661	\$2,077	\$2,493	\$2,910	\$3,323	\$3,739
ASSISTANT VOLLEYBALL	\$996	\$1,247	\$1,495	\$1,745	\$1,993	\$2,242
ATHLETIC TRAINER	\$24,413					




*R*

*JD*

*AT*




**APPENDIX C-1**  
**EXTRA CURRICULAR ACTIVITIES**  
**2015--2016 SCHOOL YEAR**

<u>POSITION</u>	<u>AMOUNT</u>
FRESHMAN CLASS ADVISOR	\$905
SOPHOMORE CLASS ADVISOR	\$905
JUNIOR CLASS ADVISOR	\$1,650
SENIOR CLASS ADVISOR	\$2,053
YEARBOOK ADVISOR	\$3,653
NEWSPAPER ADVISOR	\$2,053
LITERARY MAGAZINE ADVISOR	\$1,442
V.I.C.A. ADVISOR H.S.	\$5,928
V.I.C.A. ADVISOR T.I.	\$1,406
YEARBOOK ADVISOR T.I.	\$1,604
STUDENT COUNCIL ADVISOR T.I.	\$1,114
STUDENT COUNCIL ADVISOR H.S.	\$2,234
ASST. STUDENT COUNCIL ADVISOR	\$1,114
D.E.C.A. ADVISOR	\$2,053
BPA ADVISOR	\$905
TOBACCO EDUCATION ADVISOR	\$905
NATIONAL HONOR SOCIETY ADVISOR	\$2,234
SKI CLUB ADVISOR	\$905
SADD ADVISOR	\$905
COMMUNITY SERVICE ADVISOR	\$905
GAY STRAIGHT ALLIANCE	\$1,944
OTHER POSITIONS	
DRIVER EDUCATION (Hourly Rate)	
MEETINGS & MATERIALS FACILITATOR (MATHEMATICS, ENGLISH, SCIENCE, SOCIAL STUDIES)	\$765
MATERIALS FACILITATOR (VOCATIONAL DEPARTMENT)	\$510
PERIODS 9/10 (18 Hour Program)	\$595
PERIODS 9/10 (36 Hour Program)	\$1,190
PERIODS 9/10 (90 Hour Program)	\$2,975

**APPENDIX C-2**  
**EXTRA CURRICULAR ACTIVITIES**  
**2016--2017 SCHOOL YEAR**

<u>POSITION</u>	<u>AMOUNT</u>
FRESHMAN CLASS ADVISOR	\$923
SOPHOMORE CLASS ADVISOR	\$923
JUNIOR CLASS ADVISOR	\$1,683
SENIOR CLASS ADVISOR	\$2,094
YEARBOOK ADVISOR	\$3,726
NEWSPAPER ADVISOR	\$2,094
LITERARY MAGAZINE ADVISOR	\$1,471
V.I.C.A. ADVISOR H.S.	\$6,047
V.I.C.A. ADVISOR T.I.	\$1,434
YEARBOOK ADVISOR T.I.	\$1,637
STUDENT COUNCIL ADVISOR T.I.	\$1,136
STUDENT COUNCIL ADVISOR H.S.	\$2,278
ASST. STUDENT COUNCIL ADVISOR	\$1,136
D.E.C.A. ADVISOR	\$2,094
BPA ADVISOR	\$923
TOBACCO EDUCATION ADVISOR	\$923
NATIONAL HONOR SOCIETY ADVISOR	\$2,278
SKI CLUB ADVISOR	\$923
SADD ADVISOR	\$923
COMMUNITY SERVICE ADVISOR	\$923
GAY STRAIGHT ALLIANCE	\$1,983
OTHER POSITIONS	
DRIVER EDUCATION (Hourly Rate)	
MEETINGS & MATERIALS FACILITATOR (MATHEMATICS, ENGLISH, SCIENCE, SOCIAL STUDIES)	\$780
MATERIALS FACILITATOR (VOCATIONAL DEPARTMENT)	\$520
PERIODS 9/10 (18 Hour Program)	\$607
PERIODS 9/10 (36 Hour Program)	\$1,214
PERIODS 9/10 (90 Hour Program)	\$3,035

**APPENDIX C-3**  
**EXTRA CURRICULAR ACTIVITIES**  
**2017--2018 SCHOOL YEAR**

<u>POSITION</u>	<u>AMOUNT</u>
FRESHMAN CLASS ADVISOR	\$941
SOPHOMORE CLASS ADVISOR	\$941
JUNIOR CLASS ADVISOR	\$1,717
SENIOR CLASS ADVISOR	\$2,136
YEARBOOK ADVISOR	\$3,800
NEWSPAPER ADVISOR	\$2,136
LITERARY MAGAZINE ADVISOR	\$1,501
V.I.C.A. ADVISOR H.S.	\$6,168
V.I.C.A. ADVISOR T.I.	\$1,462
YEARBOOK ADVISOR T.I.	\$1,669
STUDENT COUNCIL ADVISOR T.I.	\$1,159
STUDENT COUNCIL ADVISOR H.S.	\$2,324
ASST. STUDENT COUNCIL ADVISOR	\$1,159
D.E.C.A. ADVISOR	\$2,136
BPA ADVISOR	\$941
TOBACCO EDUCATION ADVISOR	\$941
NATIONAL HONOR SOCIETY ADVISOR	\$2,324
SKI CLUB ADVISOR	\$941
SADD ADVISOR	\$941
COMMUNITY SERVICE ADVISOR	\$941
GAY STRAIGHT ALLIANCE	\$2,023
OTHER POSITIONS	
DRIVER EDUCATION (Hourly Rate)	
MEETINGS & MATERIALS FACILITATOR (MATHEMATICS, ENGLISH, SCIENCE, SOCIAL STUDIES)	\$796
MATERIALS FACILITATOR (VOCATIONAL DEPARTMENT)	\$531
PERIODS 9/10 (18 Hour Program)	\$619
PERIODS 9/10 (36 Hour Program)	\$1,238
PERIODS 9/10 (90 Hour Program)	\$3,096

*V*

*JD*

*[Signature]*

## APPENDIX D – ESE Model Evaluation

### 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

### 2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

RV      JD      AA



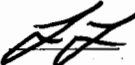


- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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.
  - 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

  R          JD          AA

evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*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:

  
\_\_\_\_\_  
  
\_\_\_\_\_  




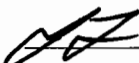
Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

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) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against

Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> 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 1<sup>st</sup> 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
  - 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 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
  - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
  - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of

*BV*      *JD*      *ZZ*

the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> 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.

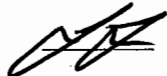
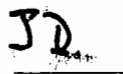

11) **Observations**

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.

RV      JD      AK

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

- A) Unannounced Observations
- i) Unannounced observations may be in the form of partial or full-period classroom visitations, 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 places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's

performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

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

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by 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 and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also 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 15<sup>th</sup>.
- 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**

- 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

RV      JD      [Signature]

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

18) **Educator Plans: Directed Growth Plan**




- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- 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.

RV      JD      [Signature]

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - 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



A) Educators with PTS on Two Year Plans

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

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

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

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

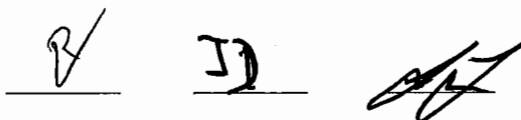
ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

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

**24. Using Staff feedback in Educator Evaluation**





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

**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 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.
- C) 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.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or

B      JD      AZ



non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

R      JD      AF