

CONTRACT AGREEMENT

BETWEEN THE

WHITTIER REGIONAL VOCATIONAL

TECHNICAL HIGH SCHOOL

AND THE

WHITTIER REGIONAL EDUCATION ASSOCIATION

JULY 1, 2022 – JUNE 30, 2025

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Article 1

Recognition

1-01 The Whittier Regional School Committee (hereinafter called the "Committee" recognizes the Whittier Regional Education Association (hereinafter called the "Association") for the purpose of collective bargaining with respect to wages, hours and other conditions of employment as the exclusive bargaining agent for a unit of professional employees including teachers, department heads, guidance counselors, lead teachers, coordinators, teaching nurses, librarians, assistant librarians, media specialists and school health nurses, coaches (as modified by Appendix C), but excluding unit directors, directors, assistant directors, managers, superintendent/director and people employed in part-time positions who are not also employed as teachers, for example, coaches who are not also employed as teachers.

1-02 The members of the aforementioned bargaining unit will hereinafter be referred to as "teachers". The male pronoun "he", "his", and "him" shall refer to all teachers regardless of sex, unless the plain meaning of the context demands otherwise.

1-03 No duties performed by members of the bargaining unit shall be performed by nonmembers of the unit if such performance causes directly or in the aggregate a reduction in the number of positions in the unit. However, this article is not intended to prevent the Superintendent/Director from reassigning teachers within their certification if vacancies are the direct result of Reduction in Force.

Article 2

Rights of the Committee

2-01 The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as the representative of the citizens of Haverhill, Newburyport, Amesbury, Georgetown, Groveland, Ipswich, Merrimac, Newbury, Rowley, Salisbury and West Newbury, the Committee has the final responsibility for establishing educational policies and allocating resources for the School and further responsibility for the efficient and economical operation of the School System.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains all rights, powers and privileges hereinbefore provided by law or established precedent.

Article 3
Conduct of Association Business

3-01 There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its lawful activities.

3-02 Two bulletin boards for Association use will be provided by the Committee. The bulletin boards will be located in convenient locations mutually agreed by the Association and the Committee.

3-03 The Association shall have the right to place material in the teachers' mail boxes.

3-04 The Association President will be allowed to leave school for the duration of any unassigned time with the approval of the Superintendent/Director (or his designee) in order to conduct Association business. Such approval shall not be unreasonably withheld.

3-05 The Association will have the right to use the school building at reasonable times for meetings. In order to avoid conflicts with other uses of the building the Association will receive advance approval as to time and place from the Superintendent/Director. Such approval will not be unreasonably withheld. Further, the parties agree that in the event it is determined by any court or administrative agency that the Association has been or is engaging in an illegal job action, then the Superintendent/Director shall not allow the use of the school building or grounds for any Association related meetings.

3-06 a. A reasonable amount of time, if requested by the Association, shall be set aside for the exclusive use of the Association on one of the teacher days for new teachers before school opens.

- b. If requested, a reasonable period (not to exceed an hour of time) agreed to between the Association and the Superintendent/Director shall be provided on the first work day before the school year for a meeting of the Association.

3-07 The Association President shall be relieved of his teaching duties by another member of the Association to perform Association business when necessary upon approval of the Superintendent/Director or his/her designee.

Article 4

Association Dues and Agency Fees

4-01 The Committee agrees to deduct from the salaries of teachers in its employ the dues for the Association as each teacher authorizes the Committee to deduct, and to submit the monies promptly to the Association. The teacher's authorization will be in writing, in an appropriate form.

4-02 The deduction referred to in 4-01 above shall be in equal installments from each paycheck after September 30 and before June 16.

4-03 Should a teacher authorize dues deduction after September 30 of a given school year, then the dues deduction shall commence not later than two weeks after submission of the authorization form and the deductions shall be in the same amounts as if the teacher had notified and authorized prior to September 30.

4-04 As a condition of his continued employment, every teacher, if and when not a member in good standing of the Association, shall pay or, by payroll deduction, have paid to the Association an agency fee of an amount to be determined by the Association, but in no event in excess of its dues, provided, however, that in no case shall such conditions arise before the thirtieth day next following the date of the teacher's employment or the effective date of this Agreement, which date shall be the later.

Article 5

Grievance Procedure

5-01 "Grievance" within the meaning of this Agreement shall consist only of disputes about the interpretation or application of clauses of the Agreement and about alleged violations of the Agreement.

5-02 "Grievant" shall mean the teacher, group of teachers, the Association, or the School Committee whichever has recorded the grievance. The Association shall be the grievant only if the complaint concerns a right accorded to the Association under this Agreement, or if the complaint is of a matter which affects a group or class of teachers.

5-03 "Days" shall mean school days.

5-04 Level One – Administrative Supervisor:

- a. The grievant shall submit a written statement of the grievance including, but not limited to, a citation of the clause(s) allegedly violated, together with a narrative description of the event(s) leading to the alleged violation of the agreement, to the Administrative Supervisor and the Superintendent/Director. The Administrative Supervisor and the grievant shall first attempt to informally Resolve the grievance.
- b. Within five days after the receipt of the written grievance the Administrative Supervisor shall meet with the grievant to discuss and consider the grievance. The Administrative Supervisor shall, within five days of the conclusion of this meeting render his decision in writing to the grievant with a copy to the Association.

5-05 Level Two – The Superintendent/Director

- a. If the grievance is not resolved to the satisfaction of the grievant within five days after meeting with the administrator at Level One, the grievant may, within five more days, submit the grievance to the Superintendent/Director.
- b. Within five days after receipt of the grievance the Superintendent/Director shall meet with the grievant to discuss and consider the grievance. The Superintendent/Director, or his/her designee shall, within five days of the conclusion of this meeting, render his decision in writing to the grievant with a copy to the Association.

5-06 Level Three – The School Committee

- a. If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may within five days after the date on the decision is due at Level Two, submit the grievance to the Committee in writing.
- b. Within fifteen days after receipt of the grievance, unless the Committee does not meet within that period, and in that event the time shall be extended to the next scheduled Committee meeting, the Committee (or if it designates, the Subcommittee for Negotiations and Salary) shall meet with the grievant to discuss and consider the grievance. The Committee (or if it has designated, the Subcommittee for Negotiations and Salary) shall render its decision in writing to the grievant, with a copy to the Association, within ten days of the conclusion of the meeting.

5-07 Level Four – Arbitration

- a. If the grievance is not resolved to the satisfaction of the grievant or the Association, the Association may, within fifteen days after the decision of the Committee is due at Level Three, attempt in conjunction with the Committee to select a mutually satisfactory arbitrator. If the parties fail to select an arbitrator within the above referenced time period, the Association may within thirty days after the decision of the Committee is due at Level Three, file a written request for arbitration of the grievance with the American Arbitration Association, in accordance with its rules and regulations.
- b. The function of the arbitrator shall be to determine the interpretation and application of this Agreement. He shall be without power to make any decision which would alter, add to or subtract from the Agreement. The decision of the arbitrator as it relates to the grievance, if within the scope of his power, shall be final and binding on the parties.
- c. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the American Arbitration Association shall be borne equally by the Association and the Committee. Postponement costs, if any, shall be borne by the party seeking the postponement unless the postponement has been mutually agreed to in writing.

5-08 Time Limits:

- a. The time limits specified by this Article are maximum, both parties recognizing that grievances should be processed and resolved as quickly as possible. These time limits may, however, be extended by written mutual agreement.

- b. Failure of the Committee, the Superintendent/Director, or his/her designee to respond within their respective specified time limits may be construed by the grievant as unsatisfactory resolution and the grievant may then proceed to the next level.

- c. If at the end of ten school days following the occurrence of the event or condition which occasioned the grievance or the date by which the grievant might reasonably be expected to know of the event or condition, the grievance shall not have been presented at Level One, the grievance shall be deemed to have been waived.

5-09 Miscellaneous

- a. Any grievant shall be entitled to representation by a representative of the Association at any or all levels of this procedure.

- b. No teacher shall be reprimanded, disciplined, censured, discriminated against, or in any other way be singled out as a result of his utilization of the foregoing procedures.

- c. Whenever a designee is used in this procedure, the designee shall have full authority to resolve the grievance.

- d. In the event of the termination of service of, or failure to re-employ a teacher who has not yet attained professional teacher status, the utilization of the grievance and arbitration provisions of this agreement shall be limited to alleged violations of Chapter 71 of the Massachusetts General Laws.

Article 6

Salaries

6-01 All Teachers will be paid in accordance with the salary schedule in the appendices which are attached hereto and made a part hereof.

6-02 Teachers shall be paid every other week in accordance with the following pay plan:

- a. Twenty-six (26) payments each one equaling 1/26 of the teacher's annual salary.
- b. The first teacher pay day of the school year will be the second Friday of such school year.
- c. All employees shall receive their pay by direct deposit and receive all payroll notifications electronically.

6-03 Teachers required or requested to work days in addition to the regular work year shall be paid at the rate of 1/180 of their salary for each day worked.

6-04 Teachers who miss days for which they are not entitled to paid leave shall lose 1/180 of their annual salary for each day missed.

6-05a. Teachers shall earn vertical movement on the salary scale of one step on the column after

1. Being employed for 92 school days or more for the prior school year.
2. Meeting the existing written standards of professional improvement as defined by the Superintendent/Director.
3. Satisfactory performance in their teaching duties according to the evaluation standards in the evaluation instruments.
 - a. Performance shall be considered satisfactory if the teacher does not receive two independent negative evaluations.

- b. An independent evaluation shall be conducted by an evaluator other than the Unit Director of the evaluated teacher and shall be done in good faith and without being arbitrary and capricious.
 - c. Satisfactory performance shall mean that a teacher has received at least a proficient overall rating. Negative evaluation shall mean that a teacher has received less than a proficient overall rating.
- 4. Vertical movement shall take place in September of each year based on the criteria above.
 - 5. Professional improvement shall not exceed three (3) semester hours or its equivalent in any two year period.

6-05b. Teachers shall earn horizontal movement by accumulating eighteen (18) semester hour credits. Credits may be earned in increments of one (1) semester hour. Each semester hour shall be an equivalent of fifteen (15) class hours or thirty (30) contact hours. Professional improvement used for vertical movement may also be used for horizontal credit. Vocational teachers will receive semester hour credit for undergraduate courses where they earn a C or better, and all teachers will receive semester hour credits for graduate level courses where they earn a B or better, subject to the below referenced provisions, provided, that an academic/vocational teacher may file a request, including the reasons therefor, with the Superintendent/Director for the approval of an undergraduate course which may be approved or disapproved at the discretion of the Superintendent/Director, and will, if approved, require such teacher to earn a B or better. Credits may be earned by:

- 1. Successful completion of a college course or group of courses as part of a degree program related to education at Whittier.
- 2. Attendance and completion of seminars, programs, workshops and other academic or trade experience which has a demonstrable goal of improving the teachers instruction of Whittier curriculum.

3. Teachers must submit their course for prior written approval to the Superintendent/Director which shall not be unreasonably or capriciously withheld.
4. In any case where the teacher has attended a seminar program, workshop or other academic or trade experience, the Superintendent/Director may request a written report describing the manner in which the teachers assignment or skills were improved.
5. Horizontal movement on the salary schedule will be implemented as of the first day of school, provided that verification of the teacher's credits is received by October first. Such movement will be retroactive to the first day of school for all grades received between August 15 and October 1.

6-06 All stipends or monetary compensation on which the parties reach agreement and reduce to writing are hereby incorporated into the Collective Bargaining Agreement at the time agreement is reached and they shall be printed as part of the appropriate Appendix in the subsequent Collective Bargaining Agreement.

Article 7

Course Reimbursement

7-01 The Committee will reimburse teachers after the completion of one (1) full year (as defined in Article 13) of employment at Whittier, from and after reemployment on the first day of school in the second year of employment, for not more than \$950.00 per course of the cost of tuition and fees for each course taken under the conditions enumerated.

The amount to be reimbursed herein per teacher shall not exceed three credits, or three semester hours, per any one semester (fall, spring, summer), except that (1) the Superintendent/Director may approve practicums requiring more than 3 credits if the teacher is enrolled in a graduate or undergraduate program in education (pedagogy, and/or subject teacher is assigned to teach), and (2) teachers with initial or preliminary license may be reimbursed up to 12 credits per fiscal year.

7-02 A course must be taken in an accredited college or university unless the Superintendent/Director (or his designee) waives this requirement.

7-03 A course must be:

- a. In a Bachelor's degree program for a vocational teacher, or
- b. In a graduate program approved by the Superintendent/Director (or his designee), or
- c. Closely related to curriculum adopted by the School Committee, and
- d. Approved in advance by the Superintendent/Director (or his designee).

7-04 Proof of satisfactory completion of the course must be presented by the teacher. "Satisfactory completion" shall mean a grade of B or better in undergraduate or graduate courses.

7-05 No reimbursement will be provided for:

- a. Teachers on sabbatical and/or child rearing leave.
- b. Military veterans who are eligible for tuition reimbursements from the government.

Article 8

Health Insurance

The district and the Union agree that for the duration of this Agreement the District may create or participate in a health and welfare trust fund, including the Mass. Bay Health Care Trust Fund, pursuant to the terms of G.L. c. 32B, Sec. 15 for the purpose of providing health benefits which are otherwise authorized by G.L. c. 32B and/or making premium contributions which may be in excess of what is otherwise allowed under G.L. c. 32B, Sections 7 and 7A.

8-01 For the 2018-2019 school year and thereafter the Committee agrees to pay an amount for health insurance equal to fifty percent (50%) of the premiums for the individual, individual plus one or family membership in an Indemnity Plan and seventy-two point five percent (72.5%) of the premiums for individual or individual plus one or family membership in an H.M.O. Plan.

8-01a The Committee will provide to eligible employees, who elect to opt out of the health insurance offered pursuant to paragraph 8-01 of this Agreement, an annual payment of \$1500.00 for an individual or individual plus one and a \$2500.00 annual payment for the employees in the family plan. In order to be eligible to participate in an opt out option the employee must meet the following criteria: 1) the employee must have at least 24 consecutive months of enrollment in a health plan offered pursuant to this Agreement; 2) the employee must provide written proof annually, satisfactory to the District, of alternative (non-Whittier) health coverage; 3) the payment will be in a lump sum paid at the end of the school year following his exercise of the opt out provision for the waiver of an entire fiscal year's health insurance; 4) the employee electing to opt out of insurance must provide, in writing annually, his notice of intent to waive insurance coverage on or before April 1 of the year prior to the effective date of such waiver of insurance; 5) At any time prior to April 15th an employee who has previously opted out may, in writing to the business office, request to opt back into insurance coverage beginning with the next fiscal year. In the event that an employee who has previously opted out of health insurance and has made the decision to retire said decision occurring after the April 15th opt in date, may in writing to the business office submit a copy of the retirement letter along with a request to opt back into insurance coverage, subject to the Insurer's approval.

An employee, who has experienced a major life changing event after April 15th and has previously opted out, may in writing to the business office stating the details of such event, request to opt back into insurance coverage, subject to the approval of the Insurer. The provisions of subsection 5 shall not be subject to the grievance and arbitration terms of this Agreement.

8-02 The Committee agrees to implement teacher health insurance contributions on a pre-tax basis, pursuant to State and Federal law, which shall be effective within two months after ratification.

8-03 The Committee will provide a dental plan (Delta Type III) for employees and shall contribute 50% of the premium and the employees shall pay the remaining 50% of the premium.

8-04 The Committee shall make available, itself or through a third-party administrator, a Health Care Flexible Spending Account.

Article 9

Workers Compensation

9-01 The Committee agrees that all teachers shall be included within the provisions of the Massachusetts Workers Compensation Act (as currently amended).

9-02 The Committee agrees that for any teacher being paid Workers Compensation, the difference between such payments and the teacher's salary shall be made up by the teacher utilizing sick days at such a fractional rate as to enable the teacher not to suffer any loss of salary.

Article 10

Tax-Sheltered Annuities

10-01 The Committee agrees to grant the opportunity to teachers to avail themselves of Tax-Sheltered Annuities.

Article 11

Service Increment

11-01 Time spent on military leave and public service leave from Whittier shall count in calculating years of service.

11-02 For teachers commencing employment at Whittier in September 1973, years of service shall also include service in the school system of any member community in which they were employed.

Article 12

Mileage

12-01 Mileage incurred by teachers other than commuting will be reimbursed at the Federal Standard Rate for mileage. Such mileage shall be computed as follows:

- a. If the teacher leaves from school and returns on the same day then round trip mileage shall be reimbursed.
- b. If the teacher incurs the mileage on the way to school or on the way home from school then the mileage incurred in excess of usual commuting mileage shall be reimbursed.
- c. If the teacher incurs the mileage in any fashion other than "a" or "b" above, then the round trip mileage from his home shall be reimbursed.

Article 13
Year, Day, Load

13-01 The teacher year shall be no more than 180 teaching days plus:

- a. For teachers who were employed at Whittier the previous year, the day before school opens and the day after school closes.
- b. For teachers new to Whittier, up to 3 days before school opens and the day after school closes.
- c. The School Committee may build into the work year up to five additional work days; teachers will be compensated for such additional days at the teacher's per diem rate of pay as provided in Article 6-03.
- d. The School Committee may build into the work year for Cluster Chairs up to five (5) additional days per year, each additional day to be paid at their per diem rate of pay as provided in Article 6-03.
- e. The School Committee may build into the work year for Guidance Counselors up to ten (10) additional days per year, each additional day to be paid at their per diem rate of pay as provided in Article 6-03.
- f. The School Committee may build into the work year for Guidance Department Heads and Special Education Department Heads up to 20 additional days per year, each additional day to be paid at their per diem rate of pay as provided in Article 6-03.

13-02 Checkout procedures will be published at least four weeks prior to the end of the school year. Teachers may check out on the last day that students are in attendance according to a schedule established by the Administration. If, however, the checkout procedure requires time beyond the traditional school day, such additional time shall not be compensated. It is understood and agreed, however, that the checkout procedures must be able to be reasonably performed on the last day by the cooperation of both parties.

13-03 The teacher year shall fall between the Monday before Labor Day, excluding the Friday before Labor Day, and June 30 for teachers unless modified by national energy crisis. Should such a national energy crisis occur, the parties shall meet immediately to negotiate whatever modifications in the Article shall be necessary. If the parties are unable to agree within 10 days, then the matter shall immediately be submitted to arbitration through the American Arbitration Association.

13-04 The work week for teachers shall be no longer than 35 hours including duty-free lunch.

13-05 Teachers may be required to attend, without extra compensation, no more than 2 meetings per calendar month for a maximum of 2 hours per calendar month. Such meetings will begin at the end of the teacher day. Except in emergencies, one week's notice will be given before each meeting.

13-06 Teachers may be required to attend, unless excused by the Administration, up to five (5) school functions, such as but not limited to Open House(s), graduation, parent-teacher conferences, and Advisory Board meetings. Such attendance may not be required at functions such as dances or other types of activities where the teacher's role is that of chaperon.

13-07 Teachers shall have a duty-free lunch of at least 20 minutes, but shall remain immediately available.

13-08 The teaching load (number of preparations, number of students, number of groups of students) within a department shall be equitably distributed among teachers in that department.

- a. No academic teacher may be required to have more than three (3) academic preparations in a week unless the teacher is willing to agree to a larger number of preparations.

b. No academic teacher will be assigned more than six (6) instructional periods in a day. All academic, trade and related teachers shall have ten (10) preparation periods in each two-week period provided, however, that at least forty (40) percent of said preparation periods occur in any one week in said two-week period. All members of the bargaining unit who, after having been assigned six (6) instructional periods, one (1) preparation period, and one (1) duty free lunch, and have further unassigned time between the opening and closing of the school day shall use such time in the performance of school-related functions. In addition, they may be fairly and equitably assigned, whenever possible as follows:

1. Any emergency coverage for teachers.
2. Department work, core meetings, parental conferences, student conferences.
3. Tutorial remediation.

13-09 All teachers shall have 10 preparation periods in the two week cycle. Every reasonable effort will be made to schedule one preparation period in each day. No teacher shall be required to cover both his own and another teacher's class while the other teacher is on preparation time unless under unusual circumstances.

13-10 Except in emergency, teachers shall not be required to give up their preparation time. When so required, teachers will be compensated for each hour at the evening school rate.

13-11 Any teacher who, with prior approval, performs the following work beyond contractual working hours shall be compensated at the evening school rate: (1) home visitations, (2) core evaluations, (3) required conferences with parents that commence after 4:00 pm.

13-12 No teacher shall, during instructional periods, be assigned shop and related classes at the same time.

Article 14

Evaluation

14-01 All observation and evaluation of a teacher shall be done openly and with full knowledge of the teacher. There shall be no audio monitoring of any teacher.

- 14-02
- a. If any written report is made as a result of observation of a teacher, the teacher shall be given a copy of the report prior to its placement in his files.
 - b. Before any observation report is placed in a teacher's file, there shall be a conference between the teacher and the supervisor who performed the observation and wrote the report to discuss the observation. Furthermore, if the report notes any unsatisfactory performance, it shall also contain specific suggestions for improvement.

14-03 All records (except confidential letters of recommendation solicited from outside the school and obtained prior to hiring) concerning the teacher or his work shall be kept in one place and nothing shall be placed therein unless the teacher has had the opportunity to see such record prior to its placement in his files. The teacher shall sign the file copy, before its placement. The teacher's signature shall not be construed as agreement with the contents but simply as acknowledgment that he has read the contents. If the teacher disagrees with the contents of any document to be placed in his files, then he may make written comment or rebuttal which shall be attached to the document, prior to its placement in his files.

14-04 Every teacher shall have the right to review upon request the contents of his files, and to make copies thereof.

Article 15

Teacher Facilities

15-01 The Committee agrees to provide an adequately furnished centrally located room for use as a faculty lounge. The faculty lounge will contain:

- a. Comfortable chairs
- b. Refrigerator
- c. Sufficient tables and chairs
- d. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

15-02 The Committee agrees to provide the following facilities:

- a. Clean, well-lighted rest rooms restricted from student use.
- b. A lunch room restricted from student use.

15-03 The Committee agrees to provide space, at no cost to the Association for an office, for the life of this contract. The supplying of space to the Association is contingent on the Committee determining that the area offered is not needed for other purposes during the school year. If by July 1, the Committee deems the space necessary for other activities, the Association will evacuate the area by August 1. In the event this does happen, the Committee will make efforts to make another space available to the Association.

The Superintendent/Director shall have in his possession any key necessary to enter the area designated in case of an emergency.

Further, the parties agree that in the event that it is determined by any competent tribunal that the Association has been or is engaging in an illegal job action, then the School Committee has the right to demand that the Association office be vacated within five (5) days after proper notice to the President of the Association. Such notice shall be mailed to the President registered mail, return receipt requested, and that shall constitute the first day of notice.

Article 16
Employment

16-01 No teacher shall be reduced in rank or compensation, suspended, dismissed, or denied an increment except for just cause. The failure to re-employ a teacher who has not yet attained professional teacher status will be governed by the provisions of par. 5-09 of Article 5.

16-02 This contract is subject to the provisions of General Laws Chapter 71, and shall not be inconsistent therewith.

Article 17
Teacher Protection

17-01 Teachers will report any case of assault or battery on them in connection with their employment to the Superintendent/Director who shall acknowledge receipt of such report and shall transmit this information to the Committee.

17-02 The alleged assault or battery will be promptly investigated by the Principal and the Superintendent/Director. The report of this investigation will be forwarded to the Committee.

17-03 The Committee will take appropriate disciplinary action against any student responsible for assault or battery.

17-04 The Committee agrees to furnish the teacher with any information in its possession relating to the incident.

17-05 Time lost from work as a result of an assault or battery suffered by a teacher in connection with his employment (as verified by a doctor's certificate) shall not be charged against sick leave nor shall a teacher suffer loss of compensation unless the Committee finds that the teacher acted in an irresponsible manner and such irresponsible action occasioned the assault or battery. Such a finding by the Committee may be grieved and the grievance will begin at Level Three.

Article 18
Non-Teaching Duties

18-01 Teachers shall maintain personal class and homeroom attendance, as well as filling out whatever form or forms that are used to report school homeroom attendance.

18-02 Teachers shall have responsibility for discipline of students in their classrooms and shops, and in areas surrounding their presence wherever they may be on school property.

18-03 All members of the bargaining unit, whatever their assignment, shall be responsible for cafeteria duty coverage, which shall be assigned by the Administration. All teachers shall be required to perform cafeteria duty eighteen (18) times in any one (1) given year. In order to facilitate such assignments, teachers who do not have unassigned or duty-free period during the traditional lunch periods, shall on those days assigned, eat their lunch with the students.

For proper implementation of the Article it shall be necessary that:

- a. There shall be assigned a minimum of four (4) staff for each lunch period, with at least two (2) of these staff teachers.
- b. No more than fifty (50) percent of the teachers assigned to lunchroom duty shall eat their lunches with the students at the same time.
- c. Teachers who are assigned to the cafeteria during a mass discipline problem shall have input into the solutions and actions.
- d. Teachers who are assigned to cafeteria duty who determine that a disciplinary action is necessary for a student or group of students shall report the incident immediately to the Principal or person designated by the Superintendent/Director in writing, who shall take immediate action and report such action to the teacher or teachers making the report the same day.

Article 19
Non-Teaching Duties (Prohibited)

19-01 The following non-teaching duties shall not be performed by members of the bargaining unit:

- a. Administratively assigned detention.
- b. Collecting money for insurance or pictures.
- c. Administratively assigned corridor duty.

Article 20
Teacher Placement

20-01 Teachers entering employment at Whittier shall receive full credit for degrees and academic credits earned and shall receive one year of credit for each year of teaching and trade experience for up to 10 years of such experience and ½ year credit for each year of experience beyond 10 years unless the Superintendent/Director, using reasonable judgment determines that these prior experiences and credit do not warrant such placement.

20-02 Teachers employed at Whittier shall receive credit for military service or Peace Corps service up to four years.

Article 21
Layoff and Recall

21-01 Should the Committee decide to reduce the number of positions in the bargaining unit for any reason, such reduction shall be consistent with the General Laws of the Commonwealth and this Agreement.

21-02 Definitions:

- a. Seniority – Length of continuous employment in the bargaining unit measures from the first day for which compensation was received, or from a superseded position, including time spent on paid leaves of absence.

- b. Qualified – Competent by reason of skill as a teacher and in teaching the subject matter and/or allied field including but not limited to certification or approval by the Department of Education.
- c. More qualified as between two teachers with professional status – The teacher who is more qualified shall be the teacher who because of skill and experience has a better professional ability to discipline, instruct and motivate students for learning and has received better evaluations than a teacher with the same certifications and more seniority. For purposes of this provision only, no distinction shall be made, in determining what constitutes a better evaluation, between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under MGL Chapter 71, Section 38 and that are defined by the board as proficient and exemplary.
- d. Teachers – Whenever the word teacher or teachers is used in this Article, it shall only apply to a teacher with professional teacher status.

21-03 Procedure:

- a. Teachers with professional teacher status shall have the right to bump in accordance with the provisions of Chapter 71, Section 42.
- b. No teacher with professional teacher status shall be laid off if there is another teacher with professional status with less seniority holding a position which he is more qualified to fill.
- c. As between two teachers with professional teacher status with the same certifications, the teacher with professional teacher status with more seniority may be laid-off if the teacher with less seniority is more qualified to fill the position.
- d. The Committee shall use an evaluation instrument to substantiate any decision to lay-off a teacher with professional teacher status with more seniority when they are both equally certified. It is still

intended, however, that said instrument shall be a corrective tool for teachers with professional teacher status. Old evaluations may be considered according to their relevance.

21-04 All notices of layoffs shall be issued no later than June 15 preceding the school year in which the layoff is to become effective.

21-05 All teachers laid off under the provisions of this article shall have recall rights until the first day of the start of the third school year from the date of their layoff.

21-06 Teachers subject to layoff shall have the right to continue medical and life insurance coverage pursuant to federal law.

21-07 Teachers subject to recall shall be recalled in the reverse order of their layoff to the position that they held immediately prior to their layoff, and for which they are both certified and qualified.

21-08 Recalled teachers shall have the right of transfer to their original department in the event that an opening occurs for which they are both certified and qualified.

21-09 Teachers subject to recall shall be given two weeks written notice of the Appointing Authority's intention to recall them.

21-10 Teachers subject to recall who refuse recall shall forfeit all existing and future rights under this agreement.

21-11 Teachers subject to the layoff as a direct and primary result of program elimination shall have priority in recall if the program is reinstated by the first day of the start of the third school year from the date of their layoff.

21-12 If a vacancy exists for which a laid off teacher is certified and qualified, it shall not be necessary to post the position.

Article 22

Vacancies

22-01 The School Committee shall cause to be posted all full-time professional positions and all part-time professional positions in order that any teacher may have notice of the vacancy and apply for the position.

22-02 Vacancy shall mean any position which the Appointing Authority intends to fill because it is newly created or had been left open by removal, resignation or for some other reason.

22-03 Posting shall mean placing a description of the position and the requirements for qualification of the position on the teachers' bulletin board at least ten school days before applicants are interviewed for the purpose of filling the position and a copy of the material posted on the teachers' bulletin board sent to the President of the Association at the same time the material is posted on the bulletin board. During the summer months postings will be mailed to each teacher who has provided three stamped, self-addressed envelopes. A copy will be sent to the President of the Association.

22-04 If a position is posted and the Committee subsequently decides to waive or alter any of the specifications or qualifications, the position will again be posted so that persons who did not apply but satisfy the new qualifications may have the opportunity to apply for the positions.

22-05 Full time professional positions shall mean teaching or staff duties performed full time. Part-time professional positions shall mean teaching or staff duties performed other than during school hours or during school hours on a part-time basis. The following part-time positions shall be filled by qualified applicants from within the bargaining unit before any other applicant: detention, co-curricular, afternoon, evening, summer programs and driver education.

22-06 Any teacher who applies for a vacant position will:

- a. Receive notice of receipt of the application.

- b. Be granted an interview by the Superintendent/Director or his designee.
- c. Receive a written statement of the decision on his application and if unfavorable, the reasons therefor.

22-07 Promotions will be granted solely on qualifications regardless of sex, race, creed, national origin, religion, color, sexual orientation, gender identity, genetic information, ancestry, status as a veteran or US informed military service member, age, disability, pregnancy or pregnancy related condition .

Article 23
Child-Rearing Leave

23-01 A leave of absence without pay for purposes of child-rearing will, upon written request, be granted to any teacher who is the new parent of a child. Such leave will not exceed six terms (quarters of a school year) and the teacher shall return at the beginning of a term.

23-02 A teacher on child-rearing leave shall not accrue sick leave during the period of such leave.

23-03 The teacher, upon return from child-rearing leave, shall be restored to the position he held when his leave began or to a substantially equivalent position.

23-04 In determining the placement on the salary schedule of a teacher who returns from child-rearing leave, credit for a full year of teaching will be given on the schedule for the school year during which the leave began provided the teacher completed at least 92 days of teaching during said school year; otherwise the teacher shall return on the step on the salary schedule which he held prior to the commencement of such leave.

Article 24

Sick Leave

24-01 Each teacher will be entitled to fifteen sick leave days each year as of the first day of said school year, whether or not he reports for duty on that day. Newly employed teachers must perform one full day of service before being eligible for any sick leave. They shall be entitled to five days of sick leave after completing that first day of work, an additional five days on December first, and an additional five days on March first.

24-02 Unused sick leave days shall be accumulated from year to year up to a maximum of 180 days.

The unused portion of a teacher's sick leave may be accumulated from year to year up to 180 days. Teachers who begin a school year with fewer than 180 accumulated sick days will have the annual allotment of sick leave days added to their sick leave accumulation, on the first day of the school year, up to a maximum of 180 days. For example, a teacher with 165 days of accumulated sick leave as of the day before the opening of school would have 15 days of annual sick leave added to his/her accumulation on the first day of school, bringing the teacher's total accumulation to 180 days.

A teacher who on the first day of school of their retirement year, but for the maximum sick leave accumulation referenced above would have in excess of 180 days, may use the number of sick leave days in excess of 180 days and for the purposes of 24-06 shall have their accumulated sick leave calculated at 180 days.

24-03 The Committee or their designee may require the teacher to present a medical certificate, which shall state, at a minimum, the nature and anticipated duration of the illness, upon the use of more than five days cumulative leave within one school year if the pattern of absences warrants the requirement to produce a medical certificate.

The Committee, or their designee, may require any teacher to present a medical certificate, which shall state, at a minimum, the nature and anticipated duration of the illness, upon return from more than five consecutive sick leave days. All teachers upon the use of more than ten cumulative sick leave days within one school year may be required by the Committee or their designee to present a medical certificate, which shall state, at a minimum, the nature and the anticipated duration of the illness.

The Committee or their designee reserves the right, at the expense of the District, to have a second opinion by a doctor designated by the District. The Superintendent, Director, or his/her designee, may also require a medical certificate stating that the teacher is fit to return to duty. Confidentiality of a medical certificate shall be maintained to the extent allowable by law, except as to any action taken to administer or enforce this article.

24-04 The Committee agrees to establish a Sick Leave Bank which shall be available to all teachers and which shall be funded and administered as follows:

- a. On the first day of school each year of this Agreement the Committee shall deposit into a common fund one sick day for each teacher, not to be accrued.
- b. There shall be established a Sick Bank Committee composed of three representatives by the Association and three named by the Committee.
- c. This Sick Bank Committee will determine rules of eligibility, condition of payment, and methods of operation for the Bank.
- d. The decision of the Sick Bank Committee is final and binding and shall not be subject to the grievance and arbitration provisions of the agreement or any other extra-contractual arbitration or judicial mechanism.

24-05 Upon retirement from the Whittier Regional School System, any teacher with ten (10) or more years of service to that system shall be entitled to buy back one-third of their accumulated sick leave days. For the purpose of this paragraph, buy back shall be based upon the maximum accumulation of 165 days. These shall be paid at the following rate:

\$40.00 per day for the first 35 eligible days
\$60.00 per day for the next 10 eligible days
\$250.00 per day for the next 10 eligible days

24-06 Beginning with the 2016-2017 school year, any teacher who has accumulated at least 160 sick days may annually redeem, at the conclusion of the school year, unused accumulated sick days in excess of such 160 days, up to a maximum of ten (10) days, at a rate of \$40 per day.

24-07 Any teacher who provides the following irrevocable written advanced notification to the Superintendent/Director of his/her retirement shall receive a payment of \$1000.00 on or before July 31 of the next fiscal year following his/her effective date of retirement:

- If the retirement will take effect during the first half of a school year, notification no later than March 1 of the previous school year.
- If the retirement will take effect during the second half of the school year, notification no later than the first day of July preceding that school year.
- If the retirement will take effect at the end of the school year, notification no later than December 1 of that school year.

Article 25

Sabbatical Leave

25-01 Sabbatical leave may be granted by the Superintendent/Director for the purpose of improving instruction in the Whittier Regional School. A leave of absence may be granted for professional study, directed research or other activities which, in the judgment of the Superintendent/Director will increase the professional ability of the teacher requesting the sabbatical leave.

25-02 Sabbatical leave may be granted only at the discretion of the Superintendent/Director subject to the budgetary authority vested by law with the Committee. Requests for sabbatical leave shall not be denied arbitrarily or in bad faith.

25-03 Leave may be granted to teachers with at least five consecutive full years of service at Whittier.

25-04 Application for leave:

- a. Teachers who meet the requirement for a sabbatical leave shall present a preliminary application for leave before December 1 for any sabbatical leave period which will interrupt their services for any portion of the next school year. Such application shall provide as much detail as is available to the teacher at the time.
- b. A final application shall be presented by February 1.
- c. Decisions will be rendered by the Superintendent/Director not later than April 1. If the Superintendent/Director intends to deny the request for leave, he/she shall so notify the applicant who shall have the right to meet with the Superintendent/Director to discuss the matter.

25-05 The sabbatical year will be treated as a year of experience for salary purposes.

25-06 Sabbatical leave may be granted for a maximum period of one year. Sabbatical leave will be granted only on the basis on one-half school year or full year.

25-07 A teacher granted a Sabbatical leave may not receive a second Sabbatical leave within a period of seven years.

25-08 The salary amount to be paid while on leave shall be based upon the salary earned for the 10-month teaching year from September 1 to June 30 and at full salary.

25-09 Teachers shall not engage in substantial remunerative work while on leave unless approved by the Superintendent/Director. Scholarships and fellowships, night school and summer work shall not be included in remunerative work.

25-10 The teacher returning from Sabbatical leave shall submit a report to the Superintendent/Director containing transcripts of all college or university work done while on leave and all other items or information pertinent to an evaluation of his program.

25-11 The teacher shall enter into a written agreement with the Superintendent/Director that, upon termination of such leave, he will return to service in the Whittier Regional School for a period equal to twice the length of such leave, and that, in default of completing such service, he will refund the Whittier Regional District an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Article 26
Personal Leave

26-01 Each teacher may have two days with pay per year, non-cumulative, for the purpose of transacting or attending to imperative legal business, religious commitments, household or family matters which require the absence of the teacher during school hours and which cannot be otherwise scheduled.

26-02 Written notice of intention to take such leave shall be filed with the Superintendent/Director at least one week in advance. Exceptions will be made where the requirements of one week's advance notice would be a hardship or an impossibility.

26-03 In order that it might be determined whether the leave fall within the definition in 26-01, the application must state the reason for the leave.

26-04 Requests for personal leave shall not be unreasonably withheld nor shall the Superintendent/Director act in an arbitrary, capricious, inconsistent or discriminatory manner in acting on such request.

26-05 Should a dispute arise concerning the granting of personal leave, the teacher may take such leave but shall not be compensated for such day unless and until the matter is resolved in favor of the teacher.

26-06 Personal leave may be granted to extend any vacation period or legal holiday only under extenuating circumstances to be presented in writing to the Superintendent/Director or his or her designee, for approval, at least one week in advance of said leave.

Article 27
Death-in-the-Family Leave

27-01 In the event of the death of a teacher's parent (or person who has served in loco parentis), spouse, child, or sibling, the teacher shall be entitled to leave with pay for five consecutive teacher work days, beginning at the teacher's option with either the time of death or time of the funeral.

27-02 In the event of the death of a teacher's parent-in-law, grandparent, grandchild or other member of the teacher's immediate household, the teacher shall be entitled to leave with pay for three consecutive teacher work days beginning, at the teacher's option, with either the time of death or time of the funeral.

27-03 In the event of the death of a teacher's daughter-in-law, son-in-law, aunt, uncle, or first cousin, the teacher will be entitled to leave with pay on the day of the funeral if it is a workday and if the teacher attends the funeral.

27-04 In the event of a death of those listed above or others, the Superintendent/Director may, if he/she believes that there are special circumstances which warrant it, grant leave or additional leave.

Article 28
Serious Illness in Family Leave

28-01 In any one school year, 5 of the 15 days intended for sick leave may be used by a teacher if his absence is necessary in case of illness of a spouse, child, parent (or person serving in loco parentis) or members of the immediate household.

28-02 The Superintendent/Director may, if he believes that there are special circumstances which warrant it, grant additional days which shall not be subtracted from sick leave.

28-03 The Superintendent/Director may, if he believes that there are special circumstances which warrant it, grant leave in case of serious illness of others not enumerated in 26-01. Such days will be subtracted from sick leave.

Article 29
Professional Leave

29-01 At the discretion of the Superintendent/Director, and with the recommendation of the Unit Director, each teacher may take leave with pay for the purpose of visiting other local schools, attending local meetings or conferences, or other activities which will be beneficial to the teacher and/or the school.

29-02 Professional Leave recommended by the Unit Director may be approved by the Superintendent/Director for reimbursement.

Article 30
Military Leave

30-01 Teachers shall be entitled to leave with pay when called into temporary active duty of any unit of military Reserves or the National Guard provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and pay which they receive from the State or Federal government. This provision applies to short-term active duty, e.g., the annual two weeks active duty obligations and short-term activation for local emergencies.

30-02 Any teacher who enlists, is reactivated, or inducted into the military shall be granted leave without pay, equal in length to thirty (30) days longer than the period of enlistment, reactivation, or induction and shall be reinstated to a substantially equivalent position to that which he held just prior to his induction, reactivation or enlistment. Upon return to Whittier, the teacher shall be compensated at the rate he would have been compensated had he remained in the employ of the Committee.

Article 31

Association Leave

31-01 One teacher each year designated by the Association will, upon request, be granted one year leave of absence without pay to serve an elected Association office (local, state, or National).

31-02 Upon return from such leave the teacher will be placed on the salary schedule at the position he would have achieved if he had not been on leave. The teacher shall be placed in a position at least substantially equivalent to that which he held when his leave commenced but in no event shall such leave count towards retirement benefits.

31-03 Representatives of the Association as certified by the President, shall be granted leave in a school year for Association activities that cannot be conducted outside of school time, subject to the following conditions:

- a. The Association shall give 24 hours notice prior to the utilization of such leave.
- b. No more than 2 consecutive days may be taken by a teacher.
- c. The pay of a substitute teacher employed to fill in for the absent teacher shall be reimbursed by the Association to the School Committee within three business days of receipt of the bill from the District. In the event that payment is not received within three business days as specified herein, the amount shall be deducted from the gross pay of the absent teacher.
- d. A cumulative total of no more than twenty (20) days per school year shall be available to be used by the Association.

Article 32
Legal Leave

32-01 Teachers will be granted leave with pay to appear in legal proceedings connected with their employment with the Whittier Regional School when summoned.

32-02 Teachers will be granted leave with pay in other types of legal proceedings under the following conditions:

- a. The teacher must be summoned.
- b. Leave will not be paid if the teacher is found guilty in a criminal proceeding.
- c. Leave will not be paid if the teacher is successfully sued in a civil proceeding.
- d. The maximum number of days of paid leave will be four in any one school year.

Article 33
Public Service Leave

33-01 Upon request, a teacher shall be granted up to two years leave without pay in order to serve in the Peace Corps, Vista, other ACTION programs, or other substantially equivalent programs.

33-02 Upon return from such leave the teacher will be placed on the salary schedule at the position he would have achieved if he had not been on leave. The teacher shall be placed in a position at least substantially equivalent to that which he held when his leave commenced.

33-03 Teachers granted leave under this Article shall have such leave counted as service in time in calculating eligibility for service increment, sabbatical and recall and layoff.

Article 34
Leaves – General

34-01 Upon application from a teacher, the Committee may grant other leaves of absence with or without pay.

34-02 Medical coverage will be continued for teachers on paid leave.

34-03 Teachers on unpaid leave will be permitted to continue with medical coverage if they agree to assume the full premiums.

Article 35
Jury Duty

35-01 The Committee agrees to make up the difference between compensation received for jury duty and the teacher's regular salary. While on jury duty the teacher will continue to receive his regular salary. Upon completion of jury duty the teacher will present to the Superintendent/Director a certificate setting forth the amount received for jury duty for school days actually missed. Said amount will be deducted from the following check(s) of the teacher.

Article 36
Damage of Property

36-01 No teacher will be held liable for loss, damage or destruction of school property when such loss, damage or destruction is not the result of negligence by the teacher.

36-02 The Committee will reimburse teachers for damage to clothing, glasses or other personal effects which might be damaged in an altercation with a student on school premises.

36-03 The Committee will make every reasonable effort to provide security for teachers' cars on school premises.

Article 37

Tutoring

37-01 In September tutoring rosters for students absent from school will be posted on the teacher bulletin boards.

37-02 Any certified/approved teacher may apply. All such teachers will be placed in alphabetical sequence on the roster for the particular subject.

37-03 When it is necessary to assign a tutor to a student the person at the top of the list will be offered the position. If the teacher refuses, the next teacher on the list will be offered the assignment and the teacher who refused will go to the bottom of the list.

37-04 Such rotation will be followed except in cases where it is necessary to provide a tutor to a student who has previously been tutored in the same year. In such cases, the teacher who previously tutored the student will, if available, be assigned to the case.

37-05 In the second and subsequent years of operation:

- a. Teachers on the previous year's roster will be carried over to the new rosters and will be placed at the top of the rosters in the same order as at the end of the previous year.
- b. Teachers new to the roster will be placed in alphabetical order following the carry-overs.

Article 38
Amendment

38-01 This Agreement shall not be altered, amended, or changed except in writing and signed by both the Committee and the Association, which such writings shall be appended hereto and become part thereof.

Article 39
Severability

39-01 If any provision of this Agreement or application of the Agreement to any employee or group of employees shall be held to be contrary to State or Federal law by a court or agency of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement. However, the Committee and the Association, shall meet forthwith to negotiate a new provision to replace the provision found to be unlawful.

Article 40

Duration

40-01 This Agreement shall take effect July 1, 2022 and shall expire on June 30, 2025.

40-02 Either party may notify the other in writing, by November 1 of the school year in which the contract is due to expire, of the intention to reopen the collective bargaining agreement. Negotiations of a successor agreement shall begin on or before December 15 of that year.

Article 41

APPENDICES

41-01 Appendices A-I are part of this agreement.

APPENDIX A
Salary Schedules
Salary Schedule A

Schedule shall be adjusted as follows:

2022-2023 School Year add 2.5% across the schedule; add \$450 to each cell
2023-2024 School Year add 2.5% across the schedule; add \$450 to each cell
2024-2025 School Year add 2.5% across the schedule; add \$450 to each cell

A teacher on an extended initial license shall not be eligible for step increment.

LONGEVITY

Teachers who have completed their tenth year of employment with the Whittier School District shall be eligible to receive a lump sum longevity payment at the end of the school year as follows:

<u>Years</u>	<u>Amount</u>
11-15	\$ 500.00
16-20	\$ 750.00
21-25	\$1000.00
26+	\$1250.00

SALARY SCHEDULE

2022-2023

2.50% plus \$450 per cell
180 days

STEP	BACHELORS OR VOCATIONAL LICENSE CLASS	PLUS 18 CREDITS CLASS	MASTERS OR PLUS 36 CREDITS CLASS	54 CREDITS CLASS	72 CREDITS CLASS	90 CREDITS CLASS	108 CREDITS CLASS
	1	2	3	4	5	6	7
3	56,836	59,321	61,391	63,459	65,529	68,008	70,083
4	59,321	61,391	63,459	65,529	68,008	70,083	72,159
5	61,391	63,459	65,529	68,008	70,083	72,159	74,433
6	63,459	65,529	68,008	70,083	72,159	74,433	76,502
7	65,529	68,008	70,083	72,159	74,433	76,502	78,988
8	68,008	70,083	72,159	74,433	76,502	78,988	81,055
9	70,083	72,159	74,433	76,502	78,988	81,055	83,128
10	72,159	74,433	76,502	78,988	81,055	83,128	86,024
11	74,433	76,502	78,988	81,055	83,128	86,024	88,093
12	76,923	79,399	81,474	83,543	86,024	88,093	90,170
13	80,367	82,916	85,081	87,198	88,508	90,170	92,652
14	83,813	86,364	88,526	90,645	92,316	92,652	94,723
15					95,759	96,571	97,630
16						100,015	101,676
17							105,120

SALARY SCHEDULE

2023-2024

2.50% plus \$450 per cell

180 days

STEP	BACHELORS OR VOCATIONAL LICENSE CLASS	PLUS 18 CREDITS CLASS	MASTERS OR PLUS 36 CREDITS CLASS	54 CREDITS CLASS	72 CREDITS CLASS	90 CREDITS CLASS	108 CREDITS CLASS
	1	2	3	4	5	6	7
3	58,707	61,254	63,376	65,495	67,617	70,158	72,285
4	61,254	63,376	65,495	67,617	70,158	72,285	74,413
5	63,376	65,495	67,617	70,158	72,285	74,413	76,744
6	65,495	67,617	70,158	72,285	74,413	76,744	78,865
7	67,617	70,158	72,285	74,413	76,744	78,865	81,413
8	70,158	72,285	74,413	76,744	78,865	81,413	83,531
9	72,285	74,413	76,744	78,865	81,413	83,531	85,656
10	74,413	76,744	78,865	81,413	83,531	85,656	88,625
11	76,744	78,865	81,413	83,531	85,656	88,625	90,745
12	79,296	81,834	83,961	86,082	88,625	90,745	92,874
13	82,826	85,439	87,658	89,828	91,171	92,874	95,418
14	86,358	88,973	91,189	93,361	95,074	95,418	97,541
15					98,603	99,435	100,521
16						102,965	104,668
17							108,198

SALARY SCHEDULE

2024-2025

2.50% plus \$450 per cell

180 days

STEP	BACHELORS OR VOCATIONAL LICENSE CLASS 1	PLUS 18 CREDITS CLASS 2	MASTERS OR PLUS 36 CREDITS CLASS 3	54 CREDITS CLASS 4	72 CREDITS CLASS 5	90 CREDITS CLASS 6	108 CREDITS CLASS 7
3	60,625	63,235	65,410	67,582	69,757	72,362	74,542
4	63,235	65,410	67,582	69,757	72,362	74,542	76,723
5	65,410	67,582	69,757	72,362	74,542	76,723	79,113
6	67,582	69,757	72,362	74,542	76,723	79,113	81,287
7	69,757	72,362	74,542	76,723	79,113	81,287	83,898
8	72,362	74,542	76,723	79,113	81,287	83,898	86,069
9	74,542	76,723	79,113	81,287	83,898	86,069	88,247
10	76,723	79,113	81,287	83,898	86,069	88,247	91,291
11	79,113	81,287	83,898	86,069	88,247	91,291	93,464
12	81,728	84,330	86,510	88,684	91,291	93,464	95,646
13	85,347	88,025	90,299	92,524	93,900	95,646	98,253
14	88,967	91,647	93,919	96,145	97,901	98,253	100,430
15					101,518	102,371	103,484
16						105,989	107,735
17							111,353

APPENDIX B

Co-Op Coordinator	\$1,100.00 per year increment in addition to regular contract salary.
Cluster Chair/Department Head	The stipend for the Cluster Chair/Department Head will be determined annually by the School Committee. The stipend for 2012-2013 will be \$2,600.00, extra days will be as determined by the administration and will be paid on a per diem basis. The Superintendent or his/her designee may at his/her discretion appoint Cluster Chair(s) and/or Department Head(s) to perform duties of the job as determined by the Superintendent.

APPENDIX C
Coaches' Salaries

1. Coaches who are not teachers are not members of the bargaining unit.
2. Coaches who are also teachers are members of the unit, however, the provisions of the body of this Agreement apply to them as teachers, and not as coaches.
3. Any coach who is to be relieved from his coaching position will be informed of this within sixty (60) days from the date his last game was played. This would include regular season games and any tournament games.
4. A coach will not resign within sixty (60) days of an upcoming season.
5. The coach's salary schedule shall receive the same percentage adjustment as applied to the teacher salary schedule.

COACHES' SALARY SCHEDULE

		2.50%	2.50%	2.50%
		<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
FOOTBALL	Head Coach	9,420	9,655	9,897
	Assistant Coach	5,495	5,632	5,773
	J.V. Coach	4,480	4,592	4,707
	Freshman Coach	4,480	4,592	4,707
CROSS COUNTRY	Head Coach	6,891	7,063	7,240
	Assistant Coach	4,480	4,592	4,707
FALL CHEERLEADING	Head Coach	6,891	7,063	7,240
	Assistant Coach	4,480	4,592	4,707
WINTER CHEERLEADING	Head Coach	6,891	7,063	7,240
HOCKEY	Head Varsity	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
BASKETBALL	Head Varsity	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
	Freshman Coach	4,480	4,592	4,707
WRESTLING	Head Coach	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
BASEBALL	Head Coach	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
SOFTBALL	Head Coach	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
TRACK	Head Coach	6,891	7,063	7,240
	Assistant Coach	4,480	4,592	4,707
VOLLEYBALL	Head Coach	6,891	7,063	7,240
	J.V. Coach	4,480	4,592	4,707
SOCCER	Head Coach	6,891	7,063	7,240
	Assistant Coach	4,480	4,592	4,707
LACROSSE	Head Coach	6,891	7,063	7,240
	Assistant Coach	4,480	4,592	4,707

APPENDIX D
Hourly Rates

The hourly rate shall apply to hourly responsibilities which includes but is not limited to Summer School, Evening School, Afternoon Programs, Driver Education, Detention, Exhibits, Banquets, and Tutoring.

2022-2023	\$39.00
2023-2024	\$40.00
2024-2025	\$41.00

The Hourly rate set forth above in the Appendix shall be the minimum hourly rate; provided however, that the Superintendent/Director may establish a higher rate(s).

APPENDIX E
Extra-curricular Activities

Stipends for any extra-curricular activities which are scheduled outside of the basic work day will be negotiated by the Committee and the Association.

APPENDIX F
School Health Nurses

- F-01 Except as provided below all provisions of this Agreement including the application of the "Night School Rate" so called, will be applicable to school health nurses.
- F-02 School Health Nurses will be paid on the Teachers Salary Schedule.
- F-03 The work week for School Health Nurses will be 37 ½ hours in length.
- F-04 A School Health Nurse will not have bumping rights into a teaching position within the unit. A teacher will not have bumping rights into a School Health Nurse position.
- F-05 Credit for advancement in class on the salary schedule must be approved in advance by the Superintendent/Director.
- F-06 A Nurse shall have a duty-free lunch of 20 minutes, provided that she is available for emergencies, in which case, she will be entitled to her duty-free lunch at another time. A school health nurse shall not be required to do cafeteria duty.

APPENDIX G
Student Help

G-01 Each teacher shall present in his or her area on either Tuesdays or Thursdays for one hour after school to provide assistance to students and shall post a sign in his or her area indicating which of those days he/she is available.

APPENDIX H
In-house Suspension Proctor

- H-01 The In-house Suspension Proctor shall be part of the teachers' bargaining unit.
- H-02 The salary for this position shall be Column 1, Steps 3-9.
- H-03 This position shall be entitled to all other benefits of the existing teachers contract excluding Articles 11, 16, 19, 20 and 25.

APPENDIX I
CLASS AND CLUB ADVISORS

Journalism Advisor – extra number of hours up to a maximum of 100 hours per year to be paid at the night school rate. The Advisor is responsible to keep track of his/her own hours for approval.

<u>ADVISORS</u>	<u>2.50%</u> <u>2022-2023</u>	<u>2.50%</u> <u>2023-2024</u>	<u>2.50%</u> <u>2024-2025</u>
Senior Class	1,490	1,528	1,566
Junior Class	1,381	1,415	1,451
Sophomore & Freshman	1,270	1,302	1,334
<u>Other Clubs (Each Advisor)</u>			
Ski	1,050	1,076	1,103
Honors Society	1,050	1,076	1,103
Key	1,050	1,076	1,103
United Nations	1,050	1,076	1,103
Multi Cultural	1,050	1,076	1,103
Student Council	1,050	1,076	1,103
Peer to Peer	1,050	1,076	1,103
Yearbook	3,588	3,677	3,769
Musical/Drama/Choral Production	1,104	1,132	1,160
Winter/Spring Drama: Director	2,207	2,262	2,319
Assistant Director	1,050	1,076	1,103
Environmental	1,656	1,698	1,740
Skills USA Lead Advisor	2,759	2,828	2,899
Skills USA 2 nd Advisor	2,153	2,206	2,261
Skills USA 3 rd Advisor	1,050	1,076	1,103
First Robotics Lead Advisor	2,153	2,206	2,261
First Robotics 2 nd Advisor	1,050	1,076	1,103
DECA Advisor	1,050	1,076	1,103
Poetry Club Advisor	1,050	1,076	1,103
GSA Advisor	1,050	1,076	1,103
Chess Club Advisor	1,050	1,076	1,103
Art Club Advisor	1,050	1,076	1,103

APPENDIX J 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 that the Model System for Educator Evaluation is changed or updated the parties agree to negotiate. 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 support and promote teacher excellence improvement through collaboration, mentoring and professional development
- iv) To ensure that the 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)
- v) To ensure 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. This may include, but is not limited to: teacher notes, student work, lesson plans, interactive white board, and PowerPoint presentations, classwork, homework assignments and assessments, as well as samples of vocational/technical project(s) and class work.
- 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. This may also include special education teachers and reading specialists who teach or co-teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, professional judgments based on observations and artifacts of professional practice, including unannounced observations of practice of no less than five (5) minutes unless the Evaluator is called away because of an emergency; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **REMOVED**
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.

G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The 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. At the request of the Educator, an Association Representative can participate in the development of a Directed Growth Plan or an Improvement Plan. There shall be four (4) types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one (1) 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 (1) or two (2) 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 (1) school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the Plan and if the Educator does not receive a proficient rating, s/he shall be rated unsatisfactory and shall be placed on an Improvement Plan.
- iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least thirty (30) school days and no more than one (1) 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 plan may include activities during the summer preceding the next school year, which the educator may complete at his or her discretion.

H) ***DESE:** 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 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 (1) 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) Notification: The Educator shall be notified in writing of his/her primary Evaluator and the supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. Team goals can be developed by Educators teaching similar grade levels or subject /vocational/technical areas that are related around a goal.
- 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 Access (2013 and beyond) gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or vocational/technical areas visit(s) of no less than five (5) minutes, unless the Evaluator is called away because of an emergency, will occur 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 the knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice.

Classroom or vocational/technical area observations, Walkthroughs, Learning Walks or Instructional Rounds 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 vocational/technical areas 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 Association and the Committee are the parties to this Agreement. *

U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four (4) 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 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 the overall evaluation, 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) **REMOVED**
- 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 (4) levels of performance for each element

AA) Self-Assessment: The evaluation cycle shall include a self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st to the Evaluator at the point of goal setting and plan development. Evaluators shall use evidence of Educator Performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

BB) *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. 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 ranking. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient in the Curriculum, Planning and Assessment and the Teaching All Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, Professional Teacher Status or dismissal.

CC) *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.

DD) *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.

EE) REMOVED

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 (2) 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/Access gain scores, if applicable, in which case at least two (2) measures of data are 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 for no less than five (5) minutes unless the Evaluator is called away because of an emergency
 - ii) Announced observation(s) for non-PTS Educators in their first year or second 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 (1) 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 Section 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.
 - vi) **REMOVED**
 - (a) **REMOVED**

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 District may use either the rubrics provided by the DESE or comparably rigorous and comprehensive rubrics developed by the District and reviewed by DESE.

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 DESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or Principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three (3) months of the date of hire. The District through the Superintendent shall work with the Association to determine the type and quality of the learning activity based on guidance provided by DESE.

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 provided that an announcement shall be made at the beginning of the meeting that it is being recorded.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four (4) weeks of the start of his/her 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 (4) Performance Standards of Effective Practice using the District's rubric
 - (c) Proposed goals to pursue:
 - (1st) At least one (1) goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one (1) goal directly related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four (4) weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, the 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 as directed by the Evaluator. 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 (1) goal related to the improvement of practice; one (1) 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 similar roles 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 DESE issues guidance on this matter. See Section 22.
- i) Evaluators and Educators shall consider team goals. The Evaluator retains authority over goals to be included in any Educator's plan.
- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For Educators with PTS who have achieved ratings of Proficient and Exemplary, the professional practice may be team goals. In addition, these Educators may include professional practice goals that address embracing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
 - iii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six (6) weeks of the start of their assignment in that school
 - iv) 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 five (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:
 - i) The Educator shall have at least two (2) announced observations of no less than thirty (30) minutes during the school year using the protocol described in Section 11D, below.
 - ii) The Educator shall have four (4) unannounced observations during the school year.
- B) In the second and third year of practice:
 - i) The Educator shall have at least two (2) announced observations of no less than thirty (30) minutes during the schools year using the protocol described in Section 11, below.
 - ii) The Educator shall have at least two (2) unannounced observation 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 (1) 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 (2) unannounced observations.

11) Observations

The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator, with the written agreement of the Educator, may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The Evaluator will make an effort to observe as many indicators as possible in announced observation. The Educator will always have the opportunity to write a response to an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom or vocational/technical area visitations, Instructional Rounds, Walkthroughs, Learning Walks or any other means deemed useful by the Evaluator, Principal, Superintendent or other administrator. The Evaluator shall observe the Educator for no less than five (5) minutes unless the Evaluator is called away because of an emergency.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by notification in email, or placed in the Educator's mailbox, or certified mailed to the Educator's home.
- iii) The Educator will always have the opportunity to write a response to an observation.
- iv) Any observation or series of observations resulting in one or more standards judged to be as unsatisfactory or needs improvement for the first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

- (a) The Educator shall be given a written document that summarizes the issues and the action(s) to be taken to correct to demonstrate the completion of such action(s).

B) Announced Observations

- i) All non-PTS Educators in their first, second or third year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one (1) or two (2) announced observation(s) respectively.

- (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. The observation shall be at least thirty (30) minutes in length.

- (b) Within five (5) school days of the scheduled observation, upon the 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 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 with a draft of the lesson, student conference, IEP plan or activity. If the lesson plans change, the Educator will provide the Evaluator with a copy of the changes 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 five (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 twenty-four (24) hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within five (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.
- (e) The Educator may request a meeting to discuss the written observation feedback if it differs from the post-observation conference.
- (f) The Educator may request an additional observation or observer. The evaluator will respond to the request with a final determination.

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.
- 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 (2) weeks before the due date for the formative assessment report, in which said due date shall be collaboratively and mutually agreed upon by the Educator and the Evaluator, 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 the Evaluator additional evidence of the Educator's performances against the four (4) 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, or delivered to the Educator's school mailbox.
- G) The Educator may reply in writing to the formative assessment report within five (5) school days of receiving the report. This response shall be attached to the final formative assessment report.

- H) The Educator shall sign the formative assessment report by within five (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) 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 (2) year Self-Directed Growth Educator Plans receive a formative evaluation report no later than May 15th 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 later than May 1st 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 (4) 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, or by notification in email, or by delivery to the Educator's school mailbox, or certified mailed to 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 five (5) school days of receiving the report. This response shall be attached to the formative evaluation report.
- G) The Educator shall sign the formative evaluation report within five (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) 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 (1) or two (2) 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 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 other than through the grievance process.

- 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 Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four (4) 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 (4) 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, or by notification in email, or to the Educator's school mailbox, or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator shall 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 1st.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the summative evaluation report.
- M) The Educator shall sign the final summative evaluation report by June 15th or the last day of school, whichever occurs first. 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 by June 15th or the last day of school which shall be attached to 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 (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
 - ii) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include, but are not limited to: coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and at the discretion of the Evaluator, Educators with PTS in new assignments such discretion shall not be arbitrary and capricious.
- 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, such self-directed growth plan.
- 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 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 and shall not be developed in an arbitrary and capricious manner.
- C) The Plan will include at least two (2) announced observations and at least four (4) unannounced observations.
- D) 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.

- E) For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- F) For an Educator on a Directed Growth Plan whose overall summative 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 and shall not be developed in an arbitrary and capricious manner.
- 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 thirty (30) school days and no more than one (1) school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one (1) school year, the plan may include activities during the summer proceeding the next school year, which the educator may complete at his or her discretion.
- 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 (10) 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 Association attend the meeting(s).
 - iii) If the Educator consents, the 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), indicator(s), element(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/ resources 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.

- l) Decision on the Educator's status at the conclusion of the Improvement Plan:
- i) All determinations below must be made no later than June 1st. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
 - (e) The Educator shall have the right to respond within five (5) days in writing to the formative and summative assessments which shall become part of the final Improvement Plan summative evaluation report.

20) Timelines**A) Educators without PTS and Educators on a one (1) year plan.**

Activity:	Completed By:
Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at summative evaluation report meeting in prior school year) *Except for 2012-2013 in which the task will be completed by November 1.	October 15*
Evaluator completes Educator Plans	November 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four (4) weeks before formative assessment report date established by Evaluator	January 5*
Evaluator should complete first announced observation of each Educator	January 31
Evaluator should complete mid-cycle formative assessment reports for Educators on one-year Educator Plans	February 1
Evaluator holds formative assessment meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks prior to summative evaluation report date established by Evaluator	April 15*
Evaluator should complete second announced observation of each Educator	May 1
Evaluator completes summative evaluation report	May 15
Evaluator meets with Educators whose overall summative evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs summative evaluation report and adds response, if any within 5 school days of receipt	June 15

Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes formative evaluation report	May 15 of Year 1
Evaluator conducts formative evaluation meeting, if any	June 1 of Year 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks prior to summative evaluation report date established by Evaluator	April 15 of Year 2
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

C) Educators on Plans of Less than One Year

The timeline for Educators on Plans of less than one (1) 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 1st. 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 (2) years.

22) **REMOVED**

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

DESE 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) **REMOVED**

25) **REMOVED**

26) **General Provisions**

A) Only Educators who are licensed may serve as 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (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) **REMOVED**

F) Violations of this Article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was just cause in the substantive portion of the evaluation and substantial compliance with the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was just cause in the substantive portion of the evaluation and substantial compliance with the evaluation process.

Amendment

The parties will formulate a joint study committee, consisting of equal representatives from the School Committee and WREA, to develop recommendations to existing educator evaluation system in light of recent regulatory amendments. The recommendations will be submitted to the parties for negotiations. No unilateral changes to evaluation system during the mid-term unless the law or regulations change.

The parties signify their Agreement with the terms of this contract by affixing their signatures as below referenced.

DocuSigned by:

E194C66001F0472...
7/19/2022

For the Whittier Regional Vocational
Technical High School Committee

Dated

DocuSigned by:

EAFC2EB3A5504CD...
8/29/2022

For the Whittier Regional Education
Association

Dated