

**AGREEMENT**

**between**

**THE BOARD OF TRUSTEES**

**of the**

**BRISTOL COUNTY AGRICULTURAL HIGH SCHOOL**

**and**

**THE SEGREGANSET TEACHERS ASSOCIATION**

**(M.T.A./N.E.A.)**

**Effective**

**July 1, 2022**

**through**

**June 30, 2025**

INDEX: July 1, 2022 - June 30, 2025 STA TEACHERS CONTRACT

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## PREAMBLE

The Board of Trustees of the Bristol County Agricultural High School and the Segreganset Teachers' Association recognize and agree that they have common interest in the education excellence of the Bristol County Agricultural High School.

To that end the Board of Trustees of the Bristol County Agricultural High School and the Segreganset Teachers' Association hereby declare their mutual intent to work together toward achievement of common aims in a serious and responsible manner as benefit representatives of their respective bodies.

It is recognized that the Bristol County Agricultural High School is a unique institution serving a student body whose goals are directed toward agricultural related occupation. The administration and the staff are dedicated to this unique objective by offering a total curriculum encompassing both academic and vocational agricultural subjects preparing the student for the world of work in agricultural related occupations.

Consequently, it is hoped that this joint effort will affect the formation of realistic goals and programs beneficial to all students, unit members and institution alike, and consistent with the best that vocational agricultural education has to offer. It is further hoped that this agreement will serve as the foundation for the creation of a procedure of exchange and communication which will continue harmonious relations between the parties concerned and will contribute in significant measure to the advancement of public vocational agricultural education in Bristol County.

However, it is not to be ignored that the educational buildings are a part of the responsibility of the Trustees, the Administrators, the Staff and the student body it is further understood that the farm laboratory of 250 Acres, more or less, is an integral part of the curriculum and training.

**ARTICLE I**  
**Recognition- Jurisdiction- Definitions**

- A. Association Recognition: For the purpose of collective bargaining with respect to wages, hours, standards of productivity, performance and dedication to vocational education and other conditions of employment, the Board of Trustees of the Bristol County Agricultural High School (hereinafter referred to as the Trustees) recognize this the Segreganset Teachers Association--MTA/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent and representatives of all unit members nothing in this agreement shall be deemed to limit any of the rights offered members and their exclusive representative under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.
- B. Those people not in the bargaining unit shall not engage in work assigned to those members of the bargaining unit, except that the same or similar work presently being performed by members of the school not members of the bargaining unit may continue to be so performed and said work may be performed by the non-members successor or replacement.
- C. Definitions: The term “Trustees” as used in this agreement means the Board of Trustees of the Bristol County Agricultural High School.

The term “Parties” as used in this agreement refers to the Trustees and the Association as participants in this agreement.

The term “School” or “Campus,” or “Farm” as used in this agreement means work location of functional divisions maintained by the Bristol County Agricultural High School.

The term “Superintendent/Director” as used in this agreement means the responsible administrator of the school, campus, and farm.

The term “Assistant Superintendent/Principal” as used in this agreement shall mean the responsible administrator of the school who is immediately subordinate to the Superintendent/Director.

The term “Principal” as used in this agreement shall mean the responsible administrator for duties as defined in the Education Reform Act of 1993.

The term “Vice-Principal” as used in this agreement shall mean the responsible administrators of the school who are immediately subordinate to the Assistant Superintendent/Director and/or Principal.

The term “School Business Manager” as used in this agreement shall mean the person in charge of all business, financial and accounting responsibilities associated with the school.

The term “Department Chair” as used in this agreement as defined in existing job descriptions refers to the chairs of the various academic and agricultural departments who are responsible for the operation of the department. Such individuals are also academic members and vocational-agricultural members. This definition is not to limit the historical meaning that was developed in vocational agricultural education in the school or within the Department of Education.

The term “Unit Members” as used in this agreement, means a professional member required to hold a license/certification from the Massachusetts Department of Elementary and Secondary Education as a: teacher, teacher specialist, professional support personnel or vocational educational teacher employed by the Trustees (excluding administrators) and is/are referred to as member(s).

The term “Association Representative” as used in this agreement means the qualified designee of this Association.

The term “Member” as used in this agreement shall cover any member of the bargaining unit as cited in paragraph A unless specifically excluded.

## **ARTICLE II**

### **Management Rights**

Except as modified by this agreement, the authority and jurisdiction of the Board of Trustees shall be maintained as provided by the general laws of the Commonwealth of Massachusetts and shall not abrogate any rights, obligations or duties as set out in Chapters 70, 71, 72, 73, 74 and 150E of the General Laws of Massachusetts or past practices. Further, the rights and privileges of persons provided here and are in addition to those provided by the County, State or Federal law, rule or regulation, including without limitation all applicable tenure, pension or educational laws and regulations as amended by the Education Reform Law of 1993.

## **ARTICLE III**

### **Association Rights and Responsibilities**

- A. Information: Either the Trustees or the Association shall make available to the other party upon specific request such information, statistics and records either party may deem relevant to negotiations or necessary for the proper enforcement of this agreement. The first 20 pages, per incident, will be cost free.
- B. Allowed Time for Association Negotiations: Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or negotiations, they shall suffer no loss in pay.
- C. Association Activities at the School Level: The President of the Segreganset Teachers’ Association or his/her designee may be given the opportunity to present brief reports and announcements at the staff meeting if he/she so desires.
- D. Uses of the Building: After the close of school on school days the Association shall have the right to use designated areas in school buildings for meetings of members, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Superintendent/Director in advance. All building use shall conform to the rules and regulated regulations of the Board of Trustees. However, there shall be no cost to the Association for such meeting so long as no overtime custodial cost to the Board is involved.

- E. Distribution of Materials: The Association should have the right to place Association related notices in the mailboxes of the members or to be placed on the bulletin board of the Teachers' Room, provided that such notices are signed by an officer of the Association so designated for the purpose.
- F. Minutes of the Board of Trustees - Advanced Agenda - Minutes: A copy of the advanced agenda and public minutes of all meetings held by the Board of Trustees shall be sent to the president of the Segreganset Teachers' Association.
- G. Association Meetings: The Board of Trustees will allow the Segreganset Teachers' Association to hold Association meetings between the hours of 2:30 P.M. and 3:05 P.M. after a twenty-four (24) hour notice. Not more than six (6) such meetings shall be held between those hours during the school year. Other meetings may be held on the school premises but after that hour.

**ARTICLE IV**  
**Work Day and Year**

- A. Unit members shall remain at work beyond the academic day for the purposes of providing extra help the students, contact with parents and professional activities, such as, professional learning committees, test data analysis, accreditation meetings, department chair meetings, school-wide meetings for curriculum, planning or professional development, Fall Show, teacher evaluation subcommittee work on new teacher evaluation negotiations and procedures or other professional activities of a similar nature.

The work year shall be defined as 184 days which includes:

Work day and work year for members (academic, vocational, special needs members, school adjustment counselor, guidance counselors and nurse and athletic trainer)

Times: 8:00- 3:05 Monday, Tuesday, Wednesday and Thursday.

8:00-2:35 on Friday

Work day and work year for members (department chairs):

Times: 8:00- 3:35 Monday, Tuesday, Wednesday and Thursday.

8:00-3:05 on Friday

Work day and work year for the athletic trainer:

- Times: 7 hours per day
  - 11:00- 6:00 Monday thru Friday.
- Fall/Winter Season: Due to the extended time of the fall/winter season (games finishing around 6:30), the Athletic Trainer will be assigned supervisory duty from 6:00-6:45. If in an emergency a duty is assigned, the member will be paid at the rate for coverage.
- Work Day and Year: Article IV
  - (5) The work year for the Athletic Trainer shall not exceed ten (10) days in excess of the teachers' days set forth above. The schedule of these days shall be determined by the Assistant Superintendent/Principal, but must immediately precede the beginning of the school year. The Athletic Trainer must be notified of the specific dates by June 1st of each year. Compensation for those days shall be at the per diem rate.
  - At the conclusion of the fall and winter season, the Athletic Trainer will coordinate after school workouts/workshops not to exceed their scheduled

working hours. There shall be no requirement to run any workouts/workshops after the spring season.

- In the event that there are weekend/school vacation obligations, the Athletic Trainer shall be paid at the per diem rate and notified by the first week of the season.
- In the event of circumstances outside of our control (weather), the Athletic Trainer will be notified as soon as possible if they will be required to cover an event.
- The Athletic Trainer shall be entitled to one (1) preparation period per day, five (5) days per week and a meal period throughout their scheduled time.

The school year shall consist of 184 teacher days, as follows:

- 180 School days
- 1 - Professional Development Day (181): Teachers' first day will be the Monday before Labor Day.
- 1 - Curriculum & Classroom Preparation Day (182): Tuesday will be for unit members to independently prepare curriculum and classroom for students' return. Students' first day will be the next day (Wednesday before Labor Day). Teachers will not work the Friday before Labor Day.
- 1 - Fall Show Day (183): 11:00 a.m. - 5:00 p.m.
- 1 - Professional Day (184): November Election Day each year
- Prior to teachers leaving on the last day of school the following must be completed:
  - Grades completed, entered into student information system, submitted electronically to the office and check for completion - Principal's secretary
  - Books returned and accounted for - Department Chair.
  - Equipment returned and accounted for - Department Chair.
  - Personal items removed from classroom - Department Chair.
  - Completion of all other end of year duties, etc. - Principal or designee

Staff attendance is also required at the following:

- 2 - Parent Teacher Nights 6:00 p.m. - 8:00 p.m.
- 1 - Graduation Day: All faculty will be assigned a duty.

(1) The work year for unit members is 184 days as set forth above. Some unit members will also follow the specifications as listed in (2), (3), and (4) below.

(2) The work year for Guidance Counselors shall be six (6) days in excess of the teachers' days set forth above. The schedule of these days shall be determined by the Assistant Superintendent/Principal, but must immediately follow the end of one school year or immediately precede the beginning of the following school year. Counselors must be notified of the specific dates by June 1st of each year. Compensation for those days shall be at the per diem rate.

(3) The work year for the School Nurse shall be five (5) days in excess of the teachers' days set forth above. These additional five (5) days shall be scheduled by the mutual agreement of the Nurse and the Assistant Superintendent/Principal. The Nurse shall not be required to attend athletic events.

(4) The work year for Department Chairs is 184 days as set forth above. The work day for

Department Chairs will be one half hour beyond the work day for other members of the bargaining unit (ex. Monday - Thursday until 3:35 p.m. and Friday until 3:05 p.m.).

B: No later than August 1 members shall be notified of the following matters concerning their program for the next year: (1) subject to be taught, (2) grades of subject, (3) number of assignments, (4) number of periods, (5) any other pertinent information, however, members who will be teaching new (not-previously taught by them) courses shall be notified by July 15th (6) schedule of lunch. Exceptions to the August 1 notification date can be made if monies for new positions are forthcoming from the County Advisory Board. Special Education teachers will be scheduled based on student needs, and therefore, schedules may change until October 15th.

C. The number of different instructional locations in which assignments occur for members shall be held to a minimum.

D. Every member shall be entitled to one (1) preparation period per day, five (5) days per week during student instruction. If a teacher is required to attend an IEP meeting or other similar meeting during their preparation or supervisory time, they will be given advance notice of the meeting. The time for the meeting shall not be counted as preparation time and therefore a teacher is entitled to one (1) period of preparation time in addition to the time spent in the meeting on that day. If both supervisory and preparation period are used for IEP meeting and substitute coverage, then the teacher will be compensated at the standard rate for substitute coverage.

E. All members of the bargaining unit are on duty on the school campus during the hours of their established work schedule unless school business demands their presence elsewhere, in which case approval shall be secured from the Assistant Superintendent/Director and/or Principal and notice of absence, destination, purpose of trip and possible time of return shall be recorded at the office prior to departure. All absences require official notification, including farm or home visits, student placement supervision, meetings, trips to purchase supplies on an emergency basis, illness after the start of the workday or personal errands.

F. The Board of Trustees and the Association recognize that the pupil-teacher ratio is an important aspect of the educational program; therefore, it is the Board's objective to strive for class sizes as follows:

- (1) Academic and related subjects - no more than 30 students per class;
- (2) Vocational Agricultural subjects - no more than 15 students per class.

Further, it is the Board's objective when it becomes necessary for vocational agricultural members to teach two (2) grade levels at once, to limit classes of this nature to no more than 15 students.

G. The change of work schedules of all members as stated in the contract (Section A) are contingent upon approval and funding by the County Advisory Board.

H. Staff Meetings:

- (1) There will be one staff meeting per month between the months of October and June.
- (2) There will be two (2) staff meetings during the month of September. The first day for



the members does not count as a staff meeting.

(3) There will be an additional staff meeting in either the month of May or June.

(4) The staff meetings are not to exceed one (1) hour and they will start between 2:35 P.M. and 2:40 P.M.

(5) The Department Chair meetings will end at 3:35 P.M.

I. Perfect Attendance:

(1) A member who has perfect attendance for the school year shall receive a \$75.00 per diem for two (2) days.

(2) A member who has been absent from work one (1) day only will receive a \$75.00 per diem for one (1) day.

J. All those members of the staff who are on duty the day before Thanksgiving, Christmas and New Year's Day shall not be required to work beyond period 4 (11:47 A. M.) on those days. All half days will begin after period 4. Back to back lunches will be served.

K. All 184 day personnel may be assigned to other educational duties during non-instructional times in May and June.

L. In the event that students come to school and then are sent home early (i.e., snow day, boiler problems, sewer problems, etc.) all members of the bargaining unit will receive credit for an "on-duty" day. If the students are sent home, all non-essential personnel will be sent home and essential personnel who are required to stay shall receive credit for an additional "on-duty" day. Said compensation shall be taken at the end of the school year.

M. All Department Chairs will be given two (2) periods per week to perform administrative functions in their departments, they will have no supervisory duties during these mods. The only exception to this is when they would have to cover a class in an emergency. These periods are in addition to their prep and lunch times.

N. June 17 will be a regular school day. It will part of the 184 day work year when it occurs Monday through Friday.

O. SPED Reports: If a SPED member needs additional time during the school day to complete mandated reports, the member may request and be granted such time with the prior approval from the Special Education Director.

P. Parental Communications: To facilitate communications between parents, teachers, and administrators, all teachers will check their mailboxes in the main office at the start of the school day, and before leaving school at the end of the day. Teachers will also check their school provided email address and voicemail each day, and respond to parents/guardians, and school related correspondence and communications. All communications to teachers will be responded to in a timely fashion, not to exceed a twenty-four hour period except when there is a weekend or holiday. The response time to parents, teachers, and administrators after a weekend or holiday will not exceed a twenty-four hour period upon

returning on their regularly scheduled workday.

- Q. Computer Grading: The members will utilize Grade Quick or another approved compatible software program to record students work during the term, calculating students' work, and for collecting and submitting grades. Training will be provided.

## **ARTICLE V** **Evaluation**

Evaluations shall be conducted as per Massachusetts Model System for Educator Evaluations as amended by the mutually agreed language depicted in Appendix E. The Board of Trustees shall retain all rights granted to them by Massachusetts General Laws, Chapter 71, section 38; Chapter 150E and the Education Reform Act of 1993. In addition to the foregoing, all teachers will be evaluated in accordance with the provisions of 603 C.M.R. 35 in its entirety. Teachers shall not have evaluative observations on the day immediately following vacations, the day immediately following Fall Show, nor on half-days.

## **ARTICLE VI** **Substitute Service**

- A. Every effort shall be made to hire substitutes to cover classes of regularly assigned members when they are sick or are on legally approved absence. This pertains to all members.
- B. Except in cases of emergency, no member shall be asked to substitute during preparation or other instructional time however, said substitution, if required, shall be compensated at a rate of \$30.00 per period. This amount shall be paid semi-annually.
- C. The administration or the Superintendent/Director and the Segreganset Teachers' Association will compile a complete list of substitutes prior to September 1st of each school year and may add to this list during the year.
- D. Substitutes of a short-term (Code 110) shall be paid at a rate determined by the Board of Trustees upon the acceptance of this contract and for its duration.
- E. Substitutes for a long-term (Code 110) shall be paid per diem at Bachelor Step 1, starting on Day 1, or retroactively, if the absence is a minimum of 10 days. Retroactive pay will only occur if the Sub hired went above the duties of a daily sub; i.e. creation of lesson plans, creating and correcting tests.
- F. No substitute will acquire fringe benefits.

## **ARTICLE VII**

### **Grades**

- A. Grades are a determination of academic and vocational achievement and member shall be able to substantiate them by objective assessments which meets the approval of the Assistant Superintendent/Principal.
- B. If the foregoing is established the grade given by the member shall be final.

## **ARTICLE VIII**

### **Protection**

- A. Damage or loss of Property - No member shall be held responsible for loss, damage or destruction of school property or student property when such loss, damage or destruction is not the fault of the member where the member has exercised good judgment.
- B. The Board of Trustees agrees to abide by the intent and meaning of chapter 258, section 9 on indemnification. Further, it is the intent of the Board of Trustees to save the teachers harmless in those circumstances as in other political subdivisions. The Board of Trustees in conjunction with the Segreganset Teachers' Association, an affiliate of the Massachusetts Teachers' Association, introduced legislation in the state legislature to amend chapter 258, section 9 to include teachers in the county school. If said legislation is passed it shall be controlling.
- C. The school will install video cameras in the school for the purpose of safety and security of students, staff and property. Security cameras/surveillance equipment shall not be used as part of the School's classroom evaluation of members as required by M. G. L c. 71, Sec. 38G and contract Article V or to evaluate or discipline staff for instructional deficiencies. All monitoring shall be done on a looped tape or digital system which will be recorded over or destroyed approximately every 60 days or sooner.

## **ARTICLE IX**

### **Right to Hearing**

The following shall apply to all members hired after July 1, 2001: No member with professional teaching status shall be disciplined or discharged without just cause. This provision is not intended by the parties to restrict in any manner the statutory rights of the Superintendent/Director relative to teachers without professional teaching status or its statutory rights relative to teachers with professional teaching status. The Grievance Procedure or Arbitration provisions of this Agreement shall not be invoked by the Association in the event of the exercise by the Superintendent/Director of the statutory powers relative to the teachers without professional teaching status.

## **ARTICLE X**

### **Notices and Announcements**

- A. A systematic method of circulating attendance information shall be used in order that all

members may have such information as soon as reasonably possible each day.

- B. A copy of all instructional assignments and non-instructional assignments shall be posted in the main office as soon as practicable. Changes shall be posted promptly.

## **ARTICLE XI**

### **Transfers**

- A. The word “transfer” shall mean a change from one department to another department.
- B. Requests for transfer of any assignments shall be submitted to the Director in writing at any time in the year and renewed annually. All transfer requests shall include the grade and the subject area to which the member seeks assignment.
- C. If the transfer is one that normally would not become effective until the beginning of the school year, the request may be filed prior to May 1<sup>st</sup> of the preceding school year.
- D. Notice of transfer shall be given to a member as soon as possible following the granting of the member’s request.
- E. An involuntary transfer may be made after a meeting between the member and the Assistant Superintendent/Principal at which time the member shall be notified of the reason for the transfer, which must be of an emergency nature and to strengthen the curriculum.

## **ARTICLE XII**

### **Vacancies and Promotions**

- A. When vacancies occur (including extra-curricular activities), notice of such vacancies shall be posted promptly on the appropriate bulletin board for at least two (2) weeks.
- B. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.
- C. In determining who is the best qualified applicant, the Superintendent/Director will give due weight to advanced degrees, seniority, experience, training, capacity and general ability to execute proficiently all the demands of the position.
- D. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration. Two weeks shall be allowed for the submission of applications.
- E. Vacancies shall be filled by an applicant within the school if his/her educational qualifications and experience are equal to those of other applicants outside the school.
- F. Unit members who hold an extra-curricular position that are promoted to a non-union administrative position may retain said position if they choose, with Superintendent/Director approval.

**ARTICLE XIII**  
**Fringe Benefits**

- A. The Trustees, through Bristol County, shall apply to the Internal Revenue Service for approval for all members for an insurance pretax benefit program. The Trustees, through Bristol County, shall provide the cost of 85% of the Blue Cross/Blue Shield PPO/Blue Care Elect plan adopted by the Trustees under M.G.L. c. 32B § 16, as amended. The Trustees, through Bristol County, shall provide the cost of the Healthcare Maintenance Organization (HMO) adopted by the Trustees through M.G.L. c. 32B § 16, as amended, of the General Laws of Massachusetts, as may be provided through Bristol County, at the employer/member rate of contribution as established by said Chapter 32B § 16 and the Bristol County Commissioners. If the County no longer contracts with Blue Cross/Blue Shield or the HMO, the Union will be provided with such health insurance plan and/or HMO as may be offered by the County. The Union shall accept changes in the health insurance and/or HMO coverage, as may occur from time to time, including, but not limited to, periodic adjustments of the copayments for medical care, prescription drugs and any changes in the limits and scope of such health insurance and/or HMO coverage. In the event that a lower employer contribution rate is implemented/negotiated through Bristol County, such rate shall be applied to this agreement in the year of implementation. Any change to the health insurance and/or HMO coverage shall only be effective if it is implemented pursuant to M.G.L. c. 32B. Further, the union shall be given notice and opportunity to bargain over the impact of any changes to the health insurance and/or HMO coverage.
- B. Life Insurance - The County shall provide ninety-nine percent (99%) of the cost of a \$4,000.00 life insurance policy as adopted by the Trustees under Chapter 32B of the General Laws of Massachusetts. In the event that a lower employer contribution rate is implemented/negotiated through Bristol County, such rate shall be applied to this agreement in the year of implementation.
- C. Worker's Compensation - Members of the bargaining unit shall be covered by the provisions of the Massachusetts Worker's' Compensation Act, General Laws of the Commonwealth, Chapter 152.
- D. The parties agree that all provisions of the Massachusetts Teacher's' Retirement Plan shall be made part of this agreement.
- E. In the event that a lower employer contribution rate for health insurance and/or life insurance is implemented/negotiated throughout Bristol County, in such year of implementation/negotiation, the compensation as determined in this article shall also be open for renegotiation.
- F. **Incentive for NOT taking health insurance**  
A two thousand dollar incentive will be processed in the month of June of that fiscal year, providing that the member provide documentation of health insurance coverage from spouse. A copy of the health insurance card or documentation from the health insurance carrier is required prior to processing payment. The member must provide this documentation to the Business Office no later than Friday of the first full week in June of that current fiscal year. If a qualifying event occurs and the member request to be added to Bristol County Agricultural High School's health insurance plan then the two thousand

dollar health insurance incentive will be prorated on a per month basis. The month in which the health insurance is acquired will not be included in the calculation. If a member and their spouse are both employed by Bristol County Agricultural High School then this incentive will not be applicable.

**ARTICLE XIV**  
**Grievance Procedure**

- A. A grievance is defined as a claim by a member, department chair, or guidance counselor, group of members, department chairs, or guidance counselors, special needs member, nurses or the Association that there has been a misrepresentation, inequitable application or violation of any provisions of this Agreement.
- B. The grievance shall state the nature of the dispute, the article or articles violated and the remedy sought:

Level I - The grievant(s) or Association will first discuss the grievance with the Assistant Superintendent/Director and/or Principal.

Level II - If at the end of five (5) school days next following such presentation, the grievance is not disposed to the grievant(s) or the Association's satisfaction, the grievant(s) or Association may present the matter in writing to the Superintendent/Director of the School. This shall be accomplished within ten (10) school days (14 calendar days during the non-school year) after the end of the response time to Level I.

The Superintendent/Director within five (5) school days after receipt of the written grievance shall notify and meet with the grievant(s) or Association in an effort to resolve the matter. The Superintendent/Director shall respond in writing with a general explanation for his/her decision within three (3) school days subsequent to the meeting.

Level III - If the grievance is still unresolved, the grievant(s) or Association shall submit the grievance at the next regularly scheduled Board of Trustees meeting and the said Board of Trustees, at that scheduled meeting or at a meeting designated to be held within seven (7) school days at which a majority of the Board of Trustees are in attendance shall meet with the grievant(s) or Association in an effort to resolve the dispute. The Board shall render a disposition in writing within ten (10) school days (14 calendar days during the non-school year) subsequent to the meeting.

Level IV - If the grievance is still unresolved, within twenty (20) school days of receipt of the written decision of the Board of Trustees, the Association may submit the grievance to arbitration in accordance with the applicable Voluntary Labor Arbitration rules of the American Arbitration Association or, at the discretion of the Association, the State Board of Conciliation and Arbitration.

The decision of the arbitrator, that is the American Arbitration Association or the State Board of Conciliation and Arbitration, shall be final and binding on both

parties and the cost of arbitration shall be borne equally by both parties.

Miscellaneous:

- A. A grievance common to a group of members must be initiated at Level I.
- B. No written communication, other document or record relating to any grievance shall be filed in the personnel folder of any member covered by this agreement.
- C. Nothing in this article shall be construed as limiting the right of a member from presenting a grievance without intervention of the Association, provided that the Association is afforded the opportunity to be present at such meetings and that any adjustment made shall not be inconsistent with the terms of this agreement.
- D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The limits may be extended by mutual agreement.
- E. Time Limit - A grievance will be deemed waived if not initiated within fifteen (15) school days of the date of the occurrence of the grievance, or within fifteen (15) days of the date when the member had first knowledge of the occurrence of the grievance.
- F. No member of the bargaining unit shall be disciplined, reprimanded or reduced in rank or compensation without just cause.

**ARTICLE XV**  
**Compensation**

- A. Compensation shall be affixed in Appendix A - Instructors/Counselors/Nurse Appendix B - Department chairs, and Appendix C - Extra-Curricular.
- B. Licenses and fees for said licenses required of a member to perform school-related work shall be reimbursed to said member or member of the bargaining unit up to a total amount of seventy-five (\$75.00) dollars.
- C. Early retirement incentive in order to access the early retirement incentive a member must have completed twenty (20) years of full time service at Bristol County Agricultural High School. As a possible incentive for early retirement, a sum of money will be paid as a bonus upon on the effective date of retirement. Retirement as used herein shall mean eligibility for retirement under the rules of the Teacher Retirement Board. The bonus will be calculated by multiplying the difference between a teacher's last annual Appendix A salary, and that for Step 1 Bachelor level. The difference is multiplied by a factor of 0.50. This is applicable to people who retire at the age of 55 through the age of 62. It is not meant for people who retire after the age of 62.

**ARTICLE XVI**  
**Fair Practices**

- A. The Board agrees to continue its policy that no person or persons, department or divisions

responsible to the Board shall discriminate against any member on the basis of race, color, creed, national origin, sex, marital status, or membership in, or association with the activities of, any organization not operating in conflict with the law.

- B. As sole collective bargaining agent, the Association will continue its policy of accepting into membership all eligible persons without regard to membership in, or association with the activities of, any organizations not operating in conflict with the law.

## **ARTICLE XVII**

### **Handling of New Issues**

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

- A. By the Board of Trustees: With respect to matters not covered by this agreement which are proper subjects for collective bargaining, the Board agrees it will make no changes without prior consultation and negotiation with the Association.
- B. By the Association: In any matter not covered by this agreement which is proper subject for collective bargaining, the Association may raise the issue with the Board of Trustees for consultation and negotiation; except that the Association shall not seek to renew to be effective during the life of this agreement, any questions introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to the final settlement.
- C. By mutual agreement, this instrument may be amended at any time by mutual consent.

## **ARTICLE XVIII**

### **Existing Conditions of Employment**

Except as this agreement shall otherwise provide, all conditions of employment applicable to members covered by this agreement on the effective date of this agreement, as established by the Trustees' rules and regulations in force on the said date, shall continue to be so applicable during the life of this agreement. Nothing in this agreement which changes pre-existing rules and regulations shall operate retroactively.

## **ARTICLE XIX**

### **Resolution of Differences by Peaceful Means**

The Association and the Board of Trustees agree that differences between the party shall be settled by peaceful means as provided within this agreement, or any extensions thereof. The Association shall, for the terms of this agreement, not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

No lock out of members shall be instituted by the Employer during the terms of this agreement.



## **ARTICLE XX**

### **Paychecks**

- A. Paychecks will show any and all deductions made.
- B. Paychecks will commence with the first Thursday/Friday after the start of school for 42 or 52 consecutive weeks.
- C. To cover the 184 day members for the months of August and September, payments for their Health and Life insurance premiums will be deducted from the May and June paychecks.

## **ARTICLE XXI**

### **Sick Leave**

- A. With the exception of members with less than one year's service, members of the bargaining unit will be entitled to fifteen (15) days sick leave per year, from the first day of July each year, to be accumulated without limit.
- B. Members with less than one (1) year of service are entitled to the regular rate of one and one-quarter (1.25) days per month retroactive to the first month of service after 30 calendar days.
- C. Sick leave will be granted to members when they are incapacitated as a result of illness, injury, quarantine, or exposure to contagious disease, provided that the Superintendent/Director or his/her designee may allow up to seven (7) days to be counted as sick leave in case of serious illness in the immediate family of the member. Immediate family shall include husband, wife, children and other relatives or persons residing in the member's household, plus parents or spouse's parents, whether or not living in the same household.

Unit Members may take a total of six (6) half sick days per year in either the AM or PM. A half sick day is defined as 3.5 hrs, which means you must be in by 11:30 for a AM ½ sick day or you can leave at 11:30 for PM ½ day sick day. Teachers will not receive additional pay to cover for the absent teacher nor will a substitute be hired to cover for the absent teacher.

- D. Notice of absence on account of sick leave shall be given to the Superintendent/Director or his/her designee on the first day of such absence. For absences of longer than five (5) days at any one time, the Superintendent/Director may require a physician's certificate and bimonthly thereafter.
- E. Members shall be credited with any time loss through compliance with any regulations requiring prophylactic inoculations or for similar causes.
- F. Sick leave not used in any year may be accumulated; provided that no more than eighty (80) days of such accumulated sick leave may be granted in any one year except on the recommendation of the Superintendent/Director with the approval of the Board of Trustees.

- G. The payment of twenty percent (20%) value of his/her accrued unused sick leave will be credited to those members who retire or die.

**Incentive for giving retirement notice at least 1 year in advance. -**

**25% ACCRUED UNUSED SICK LEAVE - AT LEAST 1 YEAR WRITTEN NOTICE**

**July - January Retirement (at least one year written notice)**

A member giving written notice of retirement at least one year in advance will be entitled to 25% of their accrued unused sick leave instead of the 20%. This notice must be written and submitted to the Superintendent/Designee.

**February - June Retirement (more than one year written notice)**

If a member is planning on retiring in the next fiscal year during the months of March through June; the member must give written notice to the Superintendent/Designee by the last day in January of the previous fiscal year prior to the retirement date, in order to receive 25% of their accrued unused sick leave instead of the 20%.

- H. The Administration is to publish once each year during the month of September of the scheduled year, the number of accumulated sick leave days that each person covered by this agreement has as of that date in September.

I. Sick leave Bank

1. A sick leave bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident, and to require additional leave to make a full recovery from an extended illness.
2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of the superintendent director or assistant superintendent director and or principle, one member of the Board of Trustees and two members designated by the Association. In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie. The decision of the third party shall be final.
3. Qualified members of the Sick Leave Bank shall be limited to full-time personnel covered by this agreement who have accumulated at least-fifteen (15) sick days as of any September 1<sup>st</sup>. Members of the unit cannot contribute to the sick leave bank or received benefits thereunder until they have the required fifteen (15) days set forth in this section.
4. Each qualified member shall have their sick leave accumulation reduced by voluntary donation of one (1) to seven (7) days, and those days shall be deposited in the Bank to be utilized by other bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious illness serious extended illness or injury and have donated at least one day in the current school year. If a member is leaving, the member may donate up to twenty-five (25) days to the sick bank. Enrollment into the Sick Leave Bank is to be completed by September 15<sup>th</sup> of the contract year. The sick bank will be capped at 1,000 days. When the cap is reached, all members will have access to the sick bank without donation until the total number is decreased enough that every STA member can donate. At the aforementioned decrease, a member must donate to be

eligible for that year. Until all STA members are able to donate, the sick bank will remain open to all without donation.

5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and the anticipated extent of extended recovery time from the illness.
6. Applications for benefits may be made prior to the member's exhaustion of his/her own personal sick leave to expedite benefits, however, drawing upon the Bank will not actually come in until after the member's own sick leave days are exhausted and adequate medical notification has been provided, and in no event, unless the prolonged illness has exceeded ten (10) consecutive school days.
7. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed twenty (20) days.
8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
9. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. In administering the Bank and determining the amount of leave, the following general criteria shall be applied by the Committee
  - a. Medical evidence of serious extended illness;
  - b. Prior utilization of eligible sick leave;
  - c. Other facts as a majority of the Sick Leave Bank Committee may deem appropriate.
10. No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit the individual to stay home to care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Sick Leave Bank committee itself.
11. Upon return from extended sick leave, during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement and on the same basis as other members. The accumulation requirements for re-entry into the Bank may be waived by the Sick Leave Bank Committee for such members in the year of their return.
12. The unused sick days in the Sick Leave Bank shall be carried over from the current contract to a successor contract.

**ARTICLE XXII**  
**Funeral Leave**

- A. Funeral leave not to exceed five (5) days may be granted to unit members without loss of pay in the event of the death of a spouse, child, parent, grandchild or grandparent, of the member or spouse, brother or sister, or a person residing in the household of the member. Funeral leave will not be chargeable against sick leave.
- B. Funeral leave of one (1) day, without loss of pay shall be granted to unit members under this contract in the event of the death of a close friend or co-worker.
- C. In the event of the death of a member of the BCAHS community, the STA will elect not more than two representatives to attend the funeral services of deceased employee.

**ARTICLE XXIII**  
**Personal Leave**

- A. Every member will be granted three (3) days personal leave each year (July 1 - June 30) of the Contract. Any unused personal days shall be converted to days but personal days shall not carry over from one year to the next. The member should notify the Superintendent/Director or his/her designee twenty-four (24) hours in advance of taking a day for personal reasons, except in cases of emergency, when the member shall notify the Superintendent/Director or his/her designee as soon as practical, in that a substitute may be engaged.
- B. No more than three (3) members of the faculty may elect to take a personal day before or after a long weekend, holiday, or regular vacation.

**ARTICLE XXIII-A**  
**Part Time Member Benefits**

Part time unit members will receive only the following benefits:

- A. 2 sick days
- B. 1 personal day
- C. 2 bereavement days

“Day” is defined as each individual’s normal working day.

**ARTICLE XXIV**  
**Military Leave**

Any member who has been granted military leave shall be restored to his/her position with the same status, pay and seniority and such absence shall be construed as absence with leave and, within the discretion of the employer, said leave shall be with pay. Such absence shall not affect the unit members right to receive normal vacation, sick leave, bonus, advancement and other advantages of his/her employment normally anticipated in his/her particular position. Annual military leave shall not exceed seventeen (17) days.

**ARTICLE XXV**  
**Family and Medical Leave**

Unit members shall be entitled to all benefits of the most current Family Medical Leave Act (FMLA,) 29 USC Chapter 28, and the most current Massachusetts Maternity Leave Act (MMLA) MGL, Chapter 149 Section 105D. This article is intended to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity; to entitle members to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition. Some specific details regarding Maternity/Paternity are outlined below. A week is hereby defined as five (5) on-duty days as defined by the CBA.

**A. Maternity Leave**

1. A female unit member of the bargaining unit, upon request, shall be granted maternity leave in accordance with the Family Medical Leave Act (FMLA,)29 USC Chapter 28, and MGL, Chapter 149 Section 105D, the Massachusetts Maternity Leave Act (MMLA) . A unit member is eligible for maternity leave under FMLA, if she has been employed full time by Bristol County Agricultural High School for at least twelve months (the summer counts for the purpose of FMLA), and worked at least 1250 hours during the twelve months immediately preceding the leave; and under MMLA if she has been employed full time at Bristol County Agricultural High School for at least three consecutive months.
2. Under FMLA, a teacher may take up to twelve (12) weeks of leave and under MMLA for up to eight weeks, for the purpose of giving birth. The periods of FMLA and MMLA leave run concurrently with a total maximum leave time of twelve (12) weeks combined. In the case of multiple births, the MMLA provides for eight (8) weeks leave for each child. Except in the case where a unit member requests the provision of extended maternity leave beyond the twelve (12) weeks under the law, a unit member shall return to work no later than the expiration of the FMLA and/or MMLA period of twelve (12) weeks maximum total. In the event that the reason for the leave under this Article is no longer operative, such member may return to work.
3. Beyond the statutory period of leave addressed above, unit members may request additional unpaid leave beyond the twelve (12) weeks for a specified period of time up to the start of the initial school year following commencement of maternity leave.
4. Sick, Personal, and Benefits Entitlement
  - a. Statutory Leave (12 weeks) - A female member opting for the maximum benefit of 12 weeks under the MMLA (except in the case of multiple births - in accordance with the MMLA law) and FMLA, shall be entitled to use sick and personal leave benefits for a certified disability for childbirth and recovery. The member shall be eligible to participate in all health and life insurance benefits as if not on leave.
  - b. Extended Leave (beyond 12 weeks) - If the unit member chooses to take extended maternity leave, she will not be able to use sick or personal leave benefits beyond the initial statutory twelve (12) week period. Health and Life Insurance benefits will be available to the unit member, but the unit

member shall assume the full cost of said plans while on extended maternity leave.

- c. All maternity leave requests must be submitted in writing to the Superintendent at least thirty days prior to the anticipated date of departure and must clearly state the intended date of return.
5. Upon the unit member's return, she shall be advanced to the next step on the salary schedule in the following school year, provided that she has worked at least ninety one days during the school year and in the following school year her maternity leave commenced.
6. Upon completion of said leave such unit member shall be returned to the previous or similar position, but only if other members of equal service credit and status in the same or similar positions have not been laid off due to economic conditions or other changes in the operating conditions affecting employment during the period of such maternity leave; provided, however, that the member on maternity leave shall retain any preferential consideration for another position to which the member may be entitled as of the date of the leave.
7. In a circumstance where two unit members are the parents of the same child and both want to request leave under the Maternity/Parental leave provisions, the maternity leave shall be combined with parental leave for the benefits under the MMLA provisions, for a total aggregate benefit of eight (8) weeks, if both parents request to activate MMLA for the birth of a child, to care for a child after birth, placement of a child for adoption or foster care, or care for a child after placement. The remaining benefits afforded under the provisions of FMLA will be available to both members. The combined leave cannot be taken simultaneously by both unit members, unless approved by the superintendent/director.

## **B. Parental Leave**

1. A unit member who is not eligible for maternity leave, shall, upon request, be granted parental leave in accordance with the Family Medical Leave Act (FMLA), 29 USC Chapter 28, and the act relative to parental leave that expands the maternity leave, MGL, Chapter 149 Section 105D. A unit member is eligible for parental leave under FMLA, if he/she has been employed full time by Bristol County Agricultural High School for at least twelve months (the summer counts for the purpose of FMLA), and worked at least 1250 hours during the twelve months immediately preceding the leave; and under MMLA if he/she has been employed full time at Bristol County Agricultural High School for at least three consecutive months.
2. Sick, Personal, and Benefits Entitlement
  - a. Parental Statutory Leave (up to 12 weeks) - A unit member opting for the maximum leave benefit of 12 weeks under the MMLA (except in the case of multiple births - in accordance with the MMLA law) and FMLA shall be entitled to use sick and personal leave benefits in accordance with provision of the CBA related to allowable family sick days - up to seven (7) accumulated sick days within the school year, and unused personal days - up to three (3) days within a school year. Any Parental Leave requested beyond the CBA allotted sick and personal days will, if granted by the Superintendent, be unpaid leave
  - b. The member shall be eligible to participate in all health and life insurance benefits as if not on leave for up to a maximum of twelve (12) weeks.
  - c. In the event that the reason for the leave under this Article is no longer operative, such member may return to work.
3. Upon the unit member's return, he/she shall be advanced to the next step on the salary

schedule, provided that the unit member has worked at least ninety one days during the year and in the following school year that the parental leave commenced.

4. Upon completion of said leave such unit member shall be returned to the previous or similar position but only if other members of equal service credit and status in the same or similar positions have not been laid off due to economic circumstances or changes in the operating conditions affecting employment during the period of such parental leave; provided, however, that the member on parental leave shall retain any preferential consideration for another position to which the member may be entitled as of the date of the leave.
5. All unit members will be eligible for seven (7) days of bonding leave. This is in addition to Article XXV. Section B, 2A
6. All parental leave requests must be submitted in writing to the Superintendent at least thirty days prior to the date of anticipated departure and must clearly state the intended date of return. If the necessity for leave is not foreseeable, the member shall provide such notice as is practicable.
7. All benefits to which the unit member was entitled at the time the leave of absence commenced, including any unused accumulated sick leave shall except as otherwise provided herein be restored upon return.
8. In a circumstance where two unit members are the parents of the same child and both want to request leave under the Maternity/Parental leave provisions, the maternity leave shall be combined with the parental leave for the benefits under the MMLA provisions, for a total aggregate benefit of eight (8) weeks, if both parents request to activate MMLA for the birth of a child, to care for a child after birth, placement of a child for adoption or foster care, or care for a child after placement. The remaining benefits afforded under the provisions of FMLA will be available to both members. The combined leave cannot be taken simultaneously by both unit members, unless approved by the superintendent/director.

**ARTICLE XXVI**  
**Other Leave - General**

- A. Any former member who is reinstated within one year from the date of separation from service shall be credited with the accrued length of service and sick leave attained at the termination of his/her previous service.
- B. Any such member so reinstated or so employed more than one year and less than two years after separation from service shall be treated as a new member for the purpose of seniority or sick leave, provided that, at the expiration of one year of continuous service after such reinstatement or employment, he/she shall be credited with the accrued length of service and sick leave attained at the termination of his/her previous service. Any such member so reinstated or so employed two or more years after separation from service shall not receive credit for a former period of service. This rule shall also apply to a person who transfers from another county or from the service of the Commonwealth.

## **ARTICLE XXVII**

### **Court Leave**

When an employee is subpoenaed to testify as a witness, advance notification should be made through the Principal/Assistant Superintendent. Appearances in court under subpoena and/or out of civic responsibility (such as testifying as an eye witness) will be considered excused time with pay. Time for appearance in court for personal business or as a party to litigation will be the individual employee's responsibility. Personal days would be used for this purpose unless granted paid leave by the Superintendent/Director. If the employee has no personal days left or is not granted paid leave by the Superintendent/Director, the time will be unpaid. If an employee is called as a witness on behalf of the school district, time in court will be considered worked time and will be paid accordingly. If an employee is named defendant along with the school district in litigation, so long as the employee is actively employed, any time spent in court or in preparation for litigation is paid time.

## **ARTICLE XXVIII**

### **Unpaid Leaves of Absence**

- A. Leave of absence without pay may be granted by the Board of Trustees at their discretion.
- B. All benefits to which a member was entitled at the time the member's unpaid leave of absence commenced, including, but not limited to, unused accumulated sick leave and length of service credit, will be restored to the member upon return, and the member will be assigned to the same or similar position held at the time the leave commenced.
- C. After ten (10) years of service a member of the bargaining unit, upon request to the Board of Trustees, shall be granted one (1) year leave of absence without pay. However, not more than one staff member may exercise such a request during any school year and there must be a six (6) month notification to the Board of Trustees of such a request.

## **ARTICLE XXIX**

### **Dues Deduction**

The Board hereby accepts the obligation to authorize all payroll deductions for payment of dues to the Segreganset Teachers' Association, Massachusetts Teachers' Association, National Education Association, as a payroll item, and any one savings plan authorized by the Segreganset Teachers' Association.

## **ARTICLE XXX**

### **Seniority**

- A. In the event that it becomes necessary to reduce the number of members included in the bargaining unit because of a decline in pupil enrollment or lack of funds, a person may exercise their seniority to displace another person in their department provided they are qualified to teach the subject matter of the least senior person as determined by the



Superintendent-Director and Principal, who will base their decisions on the following criteria:

- a. Impact on Program Delivery
  - b. Certification
  - c. Courses taken
  - d. Degrees
  - e. Seniority
  - f. Teaching and Work Experience
  - g. The right to replace another person as set forth herein is subject to the provisions of Chapter 71, Section 42 of the Massachusetts General Laws
- B. Certified means that the member has on file with the Superintendent/Director evidence that he/she possesses the necessary state certification and/or approval under Chapter 74 or can obtain said certification and/or approval under Chapter 74 by the effective day of his/her layoff.
- C. Seniority means a member's length of service in years, months and days in the bargaining unit, provided that the seniority of present members as of the effective date of this agreement shall consist of their length of service from their initial date of employment by the Trustees, with no penalty for maternity leave. Members shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this agreement. Seniority shall be assigned for part-time members based on the percentage of the work day/work year or combination thereof, i.e. Half day schedule all year = 1/2 year seniority or full day for half year = 1/2 year seniority.
- D. In cases involving identical seniority, retention or recall shall be based on a lottery involving only those individuals with identical seniority.
- E. Members who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective lay-offs. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay-off, and all legally accrued contractual benefits to which the teacher was entitled at the time of the lay-off shall be restored in full upon reemployment within the recall period. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so notify the Superintendent/Director, in writing, that they desire to be placed on said list.
- F. Services normally performed by a person who has been laid off shall not be performed by anyone who is not a member of the bargaining unit.
- G. Laid-off members may continue health and life insurance coverage during the recall period as provided by the Trustees and/or County to members of the bargaining unit by forwarding to the County Treasurer the entire premium costs for the group plan. Failure to forward the premium payments to the County Treasurer or refusal to return to employment upon recall will terminate this option.
- H. While members of the bargaining unit continue on lay-off, the Trustees agree not to hire any new members unless:
1. No member on lay-off is certified and/or approved under Chapter 74 to fill

the position or could be certified and/or approved under Chapter 74 by the date that the vacancy must be filled.

2. All certified members on lay-off decline an offer to fill the vacancy.
  - I. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Trustees and forwarded to the President of the Association within fifty (50) days following the execution of this agreement. An updated list shall be supplied by the Trustees annually thereafter.

**J. Educational Pay**

1. All Educational Pay payments will be based on continuous years of service at Bristol County Agricultural High School and will be calculated as of Sept. 1 of the year of payment.
2. All unit members shall receive Educational Pay payments in one lump sum in the first pay period in December.

<b>Article XXX Pay</b>	<b>Years of Service at BCAHS</b>
\$3,500	30+
\$2,500	25
\$2,000	20
\$1,250	10

**ARTICLE XXXI**

**Duration**

- A. The provisions of this agreement shall become effective on July 1, 2022, and all monies previously approved by the Bristol County Advisory Board effective July 1, 2022, shall be effective and in force. Any monies not approved under this contract, particularly any equitable adjustment under Article XV shall not be effective until approved by the Bristol County Advisory Board and shall be effective and retroactive to July 1, 2022 when approved.
- B. The parties agree to cooperate by using their best efforts to obtain Bristol County Advisory Board funding.
- C. Negotiations for a subsequent agreement will commence on or about October 1, 2024 on all items.
- D. The funding or non-funding of this agreement will not preclude the members of the bargaining unit from receive any cost of living increase voted by the Bristol County Advisory Board.

- E. Upon ratification of this agreement by the parties, the Trustees shall reduce this agreement to writing and shall cause to have it typed, reproduced and placed in three ring folders so that a copy of this agreement will be provided to each individual covered by this agreement.
- F. During negotiations, any changes agreed to by both parties shall be written and signed by a representative from each side at the meeting where the agreement takes place. Such changes shall be reviewed at the beginning of the next session to be sure that they are correct.

**ARTICLE XXXII**  
**Principles of Evaluation**

The parties agree that the following Principles from 603 C.M.R. Section 35 in its entirety are accepted:

1. The performance standards shall be measurable.
2. The performance standards shall reflect and allow for significant differences in assignments and responsibilities. These differences shall be described in evaluation reports.
3. The performance standards shall be shared with the person being evaluated in advance of the evaluation process.
4. The purpose of evaluation shall be stated clearly, in writing, to the person being evaluated.
5. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws.
6. The person being evaluated shall be allowed to gather and provide additional information on his/her performance. Such information must be provided in a timely manner and must be considered by the evaluator.
7. The person being evaluated shall have an opportunity to respond in writing to the evaluation reports.

**ARTICLE XXXIII**  
**Drug and Alcohol Policy**

**DRUG AND ALCOHOL POLICY**

- a. The School and the Union acknowledge the strong commitment of the School to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The School and the Union further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow employees and to students and impair their own health and safety.
- b. The following conduct shall constitute offenses under this section:
  1. The possession, use, transfer, manufacture, or sale of any illegal drug.
  2. The possession or use of alcohol during working hours

3. Reporting to work impaired by drugs or alcohol.

4. Providing drugs or alcohol to minors.

c. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by state or federal laws or regulations. Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP, amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.

d. An employee who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Employees must advise the School if the medication is likely to have an impact on the safe and efficient performance of the job. An Employee routinely taking medications(s) prescribed by their physician which are not considered to be a controlled substance and do not have an impact on the safe and efficient performance of the job will not require disclosure. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

e. The School has the right to search for alcohol or drugs on School property, including workspace, but not limited to desks, closets, file cabinets, toolboxes, lockers, and School owned vehicles.

f. Any bargaining unit member who violates the drug and alcohol policy may be subject to disciplinary action up to and including dismissal. The School may, in its sole discretion, retain an employee who has violated this section. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. If the employee fails to comply with the conditions of continued employment, the employee shall be dismissed.

#### **ARTICLE XXXIV Independent Medical Examination**

In cases where:

- (1) The employee has been on extended medical leave;
- (2) The School reasonably suspects sick leave abuse;
- (3) The School has reason to question the employee's fitness for duty;
- (4) The employee requests an accommodation; the School may require an employee to be examined at the district's expense by a doctor of the district's choosing.

If the School's physician determines that the employee is able to return to work, and the employee's physician disagrees in writing, then the employee's physician will have a reasonable opportunity to consult with the School's physician. If the disagreement persists after the opportunity to consult, then a third physician will be employed to make the determination. In such case, the School will compile a list of at least three physicians with appropriate qualifications from which the employee's physician may select within 20 calendar days. If no selection is made, then the School shall select a physician from the list and take steps to schedule the examination. If the third physician agrees with the School's physician, or if the employee's physician does not disagree with the School's physician as indicated above, then the School may direct the employee to return to work. An employee who fails to return to work after being so directed shall not be entitled to collect any further.

**PREAMBLE TO APPENDIXES A, B, and C**  
**Pay Scale**

*PREAMBLE TO APPENDIXES A and B - Pay Scale*

- Section 1
  - The following appendixes depict salaries with percent increases for the following school years

Salary Schedules: Teachers, Counselors, Nurse and Athletic Trainer (A),  
Department Chairs (B).  
All education levels will increase by:  
3%(FY23), 3%(FY24), 3%(FY25)

Extra-Curricular (C):

1. Newly employed personnel shall be placed on a schedule commensurate with training and experience, subject to available funds.
2. Any teacher or long-term substitute (Code 100) who serves (1) day more than half the on-duty schedule of a position in any year will be entitled to move to the next step of the salary schedule in the following year, if appointed.
3. A certification means that a teacher has been certified or approved by the Department of Education.
4. Credit beyond Bachelor's degree shall mean graduate course credits unless proper approval is obtained from the Superintendent/Director for undergraduate courses which shall be granted one-half (1/2) credit, i.e., for an undergraduate course of 3 credits, the applicant would receive one and one-half (1 1/2) credits.
5. If the member by written agreement with the Superintendent/Director takes undergraduate courses, he/she shall receive full graduate course credit.
6. Anyone receiving compensation for courses at this time shall not lose said compensation.
7. Stipends are not subject to percentage increases.
8. Stipends will be reviewed annually by the Superintendent/Director, Assistant Superintendent/Principal and STA Leadership to evaluate Extra Curricular activity(s) participation, student impact, and alignment to the school mission.
9. Unit members receiving a stipend must provide evidence to the Assistant Superintendent/Principal of the demand for this activity or position. (i.e. attendance sheets, curriculum development, products developed).
10. The STA and Assistant Superintendent/Principal will create a job description for any new extra-curricular position proposed.

## **PREAMBLE TO APPENDIXES A and B**

1. The General Laws applicable to the Professional Teacher Status shall prevail.
2. A. Members whose service is terminated through death, resignation or dismissal shall not be entitled to compensation in lieu of leave not taken, except vacation leave.  
  
B. Any former member who is reinstated within one year from the date of separation from service shall be credited with the accrued length of service attained at the termination of his/her previous service, for the purpose of vacation or sick leave.  
  
C. Any such member who is reinstated or so employed more than one year and less than two years after separation from service shall be treated as a new member for the purpose of seniority, vacation, or sick leave, provided that, at the expiration of one year of continuous service after such reinstatement or reemployment, he/she shall be credited with the accrued length of service and leave attained at the termination of his/her previous service.

Any such member so reinstated or so employed two or more years after separation from service shall not receive credit for former periods of service on account of vacation or sick leave. This rule shall also apply to a person who transfers from another county or from the service of the Commonwealth. In case of transfer from another county or the Commonwealth, the time previously served shall determine the amount of vacation to be granted for future periods, but no vacation or sick leave accumulation shall be granted. Sick leave shall not be credited for leave without pay. Absence with pay is counted as service and sick leave credits accrue for "service."

## **PREAMBLE TO APPENDIX C**

1. If a person presently carrying out the duties in Appendix C chooses not to continue in that capacity, then the position shall be posted.
2. FFA Coaches must complete the CDE Coaching Compensation Request form for every level of competition their students enter. Work must be agreed to by the FFA advisor and Superintendent/Director. Any coach paid for Nationals competition must attend the Nationals competition with their team.

Signatures:

President, Board of Trustees: \_\_\_\_\_

Members of the Board of Trustees:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Bristol County Agricultural High School Superintendent/Director:

\_\_\_\_\_

Members of the Segreganset Teachers' Association Negotiation Team

President, S.T.A. \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Massachusetts Teachers' Association Representative:

\_\_\_\_\_

## EXHIBIT A

Section 42: Dismissal or demotion of teachers or other employees of school or school district; arbitration

Section 42. A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one school, and in the case of teachers who teach in more than one school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety calendar days shall not be dismissed unless he has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one, shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight of this chapter or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty days after receiving notice of his dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from amongst the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The parties each shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from amongst the three. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay, benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other



than back pay, benefits or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C. With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

[Seventh paragraph effective until September 1, 2016. For text effective September 1, 2016, see below.]

Neither this section nor section forty-one shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G for the junior teacher's position.

[Seventh paragraph as amended by 2012, 131, Sec. 3 effective September 1, 2016 applicable as provided by 2012, 131, Sec. 9. For text effective until September 1, 2016, see above.]

Nothing in this section or section 41 shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position. The criteria for determining a qualified teacher under this paragraph shall be subject to the collective bargaining provisions of chapter 150E; provided, however, that any such collectively bargained for qualifications shall include, as the primary factors, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with section 38 and the best interests of the students in the school or district; and provided further, that for the purposes of this paragraph, no distinction shall be made 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 said section 38 and that are defined by the board as proficient and exemplary. The school committee and the collective bargaining representative may negotiate for seniority or length of service only as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no different using the qualifications collectively bargained for in accordance with this paragraph.

Appendix A

SALARY CHARTS								
3% INCREASE FOR BA & BA+15								
Instructors	Step	BA	BA + 15					
<b>2022-2023</b>	1	\$ 49,086.18	\$ 50,455.04					
	2	\$ 52,121.56	\$ 53,490.43					
1-12 Increment:	3	\$ 55,156.94	\$ 56,525.81					
\$ 3,035.3835	4	\$ 58,192.33	\$ 59,561.19					
	5	\$ 61,227.71	\$ 62,596.58					
	6	\$ 64,263.09	\$ 65,631.96					
	7	\$ 67,298.48	\$ 68,667.34					
	8	\$ 70,333.86	\$ 71,702.73					
	9	\$ 73,369.25	\$ 74,738.11					
	10	\$ 76,404.63	\$ 77,773.49					
	11	\$ 79,440.01	\$ 80,808.88					
	12	\$ 82,475.40	\$ 83,844.26					
3% INCREASE FOR MASTERS, MASTERS +15, CAGS.MA+30, CAGS+15/MA+45, CAGS+30/MA+60/PhD								
Instructors	Step			Masters	Masters +15	CAGS/MA+30	CAGS+15/MA+45	CAGS+30/MA+60/ PhD
<b>2022-2023</b>	1			\$ 52,337.01	\$ 53,719.42	\$ 55,101.82	\$ 56,484.25	\$ 57,866.65
	2			\$ 55,402.45	\$ 56,784.87	\$ 58,167.27	\$ 59,549.69	\$ 60,932.09
1-12 Increment:	3			\$ 58,467.90	\$ 59,850.31	\$ 61,232.71	\$ 62,615.14	\$ 63,997.54
\$ 3,065.4432	4			\$ 61,533.34	\$ 62,915.75	\$ 64,298.15	\$ 65,680.58	\$ 67,062.98
	5			\$ 64,598.78	\$ 65,981.20	\$ 67,363.60	\$ 68,746.02	\$ 70,128.42
	6			\$ 67,664.23	\$ 69,046.64	\$ 70,429.04	\$ 71,811.47	\$ 73,193.87
	7			\$ 70,729.67	\$ 72,112.08	\$ 73,494.48	\$ 74,876.91	\$ 76,259.31
	8			\$ 73,795.11	\$ 75,177.53	\$ 76,559.93	\$ 77,942.35	\$ 79,324.75
	9			\$ 76,860.56	\$ 78,242.97	\$ 79,625.37	\$ 81,007.79	\$ 82,390.20
	10			\$ 79,926.00	\$ 81,308.41	\$ 82,690.81	\$ 84,073.24	\$ 85,455.64
	11			\$ 82,991.44	\$ 84,373.86	\$ 85,756.26	\$ 87,138.68	\$ 88,521.08
	12			\$ 86,056.89	\$ 87,439.30	\$ 88,821.70	\$ 90,204.12	\$ 91,586.53
3% INCREASE FOR BA & BA+15								
Instructors	Step	BA	BA + 15					
<b>2023-2024</b>	1	\$ 50,558.76	\$ 51,968.69					
	2	\$ 53,685.21	\$ 55,095.14					
1-12 Increment:	3	\$ 56,811.65	\$ 58,221.58					
\$ 3,126.4450	4	\$ 59,938.10	\$ 61,348.03					
	5	\$ 63,064.54	\$ 64,474.47					
	6	\$ 66,190.99	\$ 67,600.92					
	7	\$ 69,317.43	\$ 70,727.36					
	8	\$ 72,443.88	\$ 73,853.81					
	9	\$ 75,570.32	\$ 76,980.25					
	10	\$ 78,696.77	\$ 80,106.70					
	11	\$ 81,823.21	\$ 83,233.14					
	12	\$ 84,949.66	\$ 86,359.59					
3% INCREASE FOR MASTERS, MASTERS +15, CAGS.MA+30, CAGS+15/MA+45, CAGS+30/MA+60/PhD								
Instructors	Step			Masters	Masters +15	CAGS/MA+30	CAGS+15/MA+45	CAGS+30/MA+60/ PhD
<b>2023-2024</b>	1			\$ 53,907.12	\$ 55,331.01	\$ 56,754.88	\$ 58,178.78	\$ 59,602.65
	2			\$ 57,064.53	\$ 58,488.41	\$ 59,912.29	\$ 61,336.18	\$ 62,760.06
1-12 Increment:	3			\$ 60,221.93	\$ 61,645.82	\$ 63,069.69	\$ 64,493.59	\$ 65,917.46
\$ 3,157.41	4			\$ 63,379.34	\$ 64,803.23	\$ 66,227.10	\$ 67,651.00	\$ 69,074.87
	5			\$ 66,536.75	\$ 67,960.63	\$ 69,384.51	\$ 70,808.40	\$ 72,232.28
	6			\$ 69,694.15	\$ 71,118.04	\$ 72,541.91	\$ 73,965.81	\$ 75,389.68
	7			\$ 72,851.56	\$ 74,275.45	\$ 75,699.32	\$ 77,123.22	\$ 78,547.09
	8			\$ 76,008.97	\$ 77,432.85	\$ 78,856.73	\$ 80,280.62	\$ 81,704.50
	9			\$ 79,166.37	\$ 80,590.26	\$ 82,014.13	\$ 83,438.03	\$ 84,861.90
	10			\$ 82,323.78	\$ 83,747.66	\$ 85,171.54	\$ 86,595.44	\$ 88,019.31
	11			\$ 85,481.19	\$ 86,905.07	\$ 88,328.94	\$ 89,752.84	\$ 91,176.72
	12			\$ 88,638.59	\$ 90,062.48	\$ 91,486.35	\$ 92,910.25	\$ 94,334.12

<b>3% INCREASE FOR BA &amp; BA+15</b>								
<b>Instructors</b>	<b>Step</b>							
<b>2024-2025</b>	1	\$ 52,075.53	\$ 53,527.75					
	2	\$ 55,295.76	\$ 56,747.99					
1-12 Increment:	3	\$ 58,516.00	\$ 59,968.23					
\$ 3,220.2384	4	\$ 61,736.24	\$ 63,188.47					
	5	\$ 64,956.48	\$ 66,408.71					
	6	\$ 68,176.72	\$ 69,628.95					
	7	\$ 71,396.96	\$ 72,849.19					
	8	\$ 74,617.19	\$ 76,069.42					
	9	\$ 77,837.43	\$ 79,289.66					
	10	\$ 81,057.67	\$ 82,509.90					
	11	\$ 84,277.91	\$ 85,730.14					
	12	\$ 87,498.15	\$ 88,950.38					
<b>3% INCREASE FOR MASTERS, MASTERS +15, CAGS.MA+30, CAGS+15/MA+45, CAGS+30/MA+60/PhD</b>								
<b>Instructors</b>	<b>Step</b>			<b>Masters</b>	<b>Masters +15</b>	<b>CAGS/MA+30</b>	<b>CAGS+15/MA+45</b>	<b>CAGS+30/MA+60/ PhD</b>
<b>2024-2025</b>	1			\$ 55,524.33	\$ 56,990.94	\$ 58,457.53	\$ 59,924.14	\$ 61,390.73
	2			\$ 58,776.46	\$ 60,243.06	\$ 61,709.65	\$ 63,176.27	\$ 64,642.86
1-12 Increment:	3			\$ 62,028.59	\$ 63,495.19	\$ 64,961.78	\$ 66,428.40	\$ 67,894.99
\$ 3,252.13	4			\$ 65,280.72	\$ 66,747.32	\$ 68,213.91	\$ 69,680.53	\$ 71,147.12
	5			\$ 68,532.85	\$ 69,999.45	\$ 71,466.04	\$ 72,932.65	\$ 74,399.24
	6			\$ 71,784.98	\$ 73,251.58	\$ 74,718.17	\$ 76,184.78	\$ 77,651.37
	7			\$ 75,037.11	\$ 76,503.71	\$ 77,970.30	\$ 79,436.91	\$ 80,903.50
	8			\$ 78,289.24	\$ 79,755.84	\$ 81,222.43	\$ 82,689.04	\$ 84,155.63
	9			\$ 81,541.36	\$ 83,007.97	\$ 84,474.56	\$ 85,941.17	\$ 87,407.76
	10			\$ 84,793.49	\$ 86,260.09	\$ 87,726.68	\$ 89,193.30	\$ 90,659.89
	11			\$ 88,045.62	\$ 89,512.22	\$ 90,978.81	\$ 92,445.43	\$ 93,912.02
	12			\$ 91,297.75	\$ 92,764.35	\$ 94,230.94	\$ 95,697.56	\$ 97,164.15

Appendix B

3% INCREASE FOR BA & BA+15								
	Step	BA	BA + 15					
	1	\$ 53,013.08	\$ 54,491.43					
<b>DEPARTMENT CHAIRS</b>	2	\$ 56,291.30	\$ 57,769.65					
<b>2022-2023</b>	3	\$ 59,569.52	\$ 61,047.87					
	4	\$ 62,847.74	\$ 64,326.09					
1-12 Increment:	5	\$ 66,125.96	\$ 67,604.31					
\$ 3,278.2198	6	\$ 69,404.18	\$ 70,882.53					
	7	\$ 72,682.40	\$ 74,160.75					
	8	\$ 75,960.62	\$ 77,438.97					
	9	\$ 79,238.84	\$ 80,717.19					
	10	\$ 82,517.06	\$ 83,995.41					
	11	\$ 85,795.28	\$ 87,273.63					
	12	\$ 89,073.50	\$ 90,551.85					
3% INCREASE FOR Masters, Masters +15, CAGS/MA+30, CAGS+15/MA+45 & CAGS+30/MA+60/PhD								
	Step			Masters	Masters +15	CAGS/MA+30	CAGS+15/MA+45	CAGS+30/MA+60/ PhD
	1			\$ 56,523.94	\$ 58,016.92	\$ 59,509.91	\$ 61,002.89	\$ 62,495.88
<b>DEPARTMENT CHAIRS</b>	2			\$ 59,834.61	\$ 61,327.59	\$ 62,820.58	\$ 64,313.56	\$ 65,806.55
<b>2022-2023</b>	3			\$ 63,145.28	\$ 64,638.26	\$ 66,131.25	\$ 67,624.23	\$ 69,117.23
	4			\$ 66,455.95	\$ 67,948.93	\$ 69,441.93	\$ 70,934.90	\$ 72,427.90
1-12 Increment:	5			\$ 69,766.63	\$ 71,259.60	\$ 72,752.60	\$ 74,245.58	\$ 75,738.57
\$ 3,310.671	6			\$ 73,077.30	\$ 74,570.28	\$ 76,063.27	\$ 77,556.25	\$ 79,049.24
	7			\$ 76,387.97	\$ 77,880.95	\$ 79,373.94	\$ 80,866.92	\$ 82,359.91
	8			\$ 79,698.64	\$ 81,191.62	\$ 82,684.61	\$ 84,177.59	\$ 85,670.58
	9			\$ 83,009.31	\$ 84,502.29	\$ 85,995.28	\$ 87,488.26	\$ 88,981.25
	10			\$ 86,319.98	\$ 87,812.96	\$ 89,305.95	\$ 90,798.93	\$ 92,291.92
	11			\$ 89,630.65	\$ 91,123.63	\$ 92,616.62	\$ 94,109.60	\$ 95,602.59
	12			\$ 92,941.32	\$ 94,434.30	\$ 95,927.29	\$ 97,420.27	\$ 98,913.26

3% INCREASE FOR BA & BA+15								
	Step	BA	BA + 15					
	1	\$ 54,603.47	\$ 56,126.18					
<b>DEPARTMENT CHAIRS</b>	2	\$ 57,980.04	\$ 59,502.74					
<b>2023-2024</b>	3	\$ 61,356.60	\$ 62,879.31					
	4	\$ 64,733.17	\$ 66,255.88					
1-12 Increment:	5	\$ 68,109.74	\$ 69,632.44					
\$ 3,376.5664	6	\$ 71,486.30	\$ 73,009.01					
	7	\$ 74,862.87	\$ 76,385.57					
	8	\$ 78,239.44	\$ 79,762.14					
	9	\$ 81,616.00	\$ 83,138.71					
	10	\$ 84,992.57	\$ 86,515.27					
	11	\$ 88,369.14	\$ 89,891.84					
	12	\$ 91,745.70	\$ 93,268.41					
3% INCREASE FOR Masters, Masters +15, CAGS/MA+30, CAGS+15/MA+45 & CAGS+30/MA+60/PhD								
	Step			Masters	Masters +15	CAGS/MA+30	CAGS+15/MA+45	CAGS+30/MA+60/ PhD
	1			\$ 58,219.66	\$ 59,757.43	\$ 61,295.21	\$ 62,832.98	\$ 64,370.76
<b>DEPARTMENT CHAIRS</b>	2			\$ 61,629.65	\$ 63,167.42	\$ 64,705.20	\$ 66,242.97	\$ 67,780.75
<b>2023-2024</b>	3			\$ 65,039.64	\$ 66,577.41	\$ 68,115.19	\$ 69,652.96	\$ 71,190.74
	4			\$ 68,449.63	\$ 69,987.40	\$ 71,525.18	\$ 73,062.95	\$ 74,600.73
1-12 Increment:	5			\$ 71,859.62	\$ 73,397.39	\$ 74,935.17	\$ 76,472.94	\$ 78,010.72
\$ 3,409.991	6			\$ 75,269.61	\$ 76,807.38	\$ 78,345.16	\$ 79,882.93	\$ 81,420.71
	7			\$ 78,679.61	\$ 80,217.37	\$ 81,755.16	\$ 83,292.92	\$ 84,830.70
	8			\$ 82,089.60	\$ 83,627.36	\$ 85,165.15	\$ 86,702.91	\$ 88,240.70
	9			\$ 85,499.59	\$ 87,037.36	\$ 88,575.14	\$ 90,112.91	\$ 91,650.69
	10			\$ 88,909.58	\$ 90,447.35	\$ 91,985.13	\$ 93,522.90	\$ 95,060.68
	11			\$ 92,319.57	\$ 93,857.34	\$ 95,395.12	\$ 96,932.89	\$ 98,470.67
	12			\$ 95,729.56	\$ 97,267.33	\$ 98,805.11	\$ 100,342.88	\$ 101,880.66

<b>3% INCREASE FOR BA &amp; BA+15</b>								
	Step	BA	BA + 15					
	1	\$ 56,241.58	\$ 57,809.96					
<b>DEPARTMENT CHAIRS</b>	2	\$ 59,719.44	\$ 61,287.82					
<b>2024-2025</b>	3	\$ 63,197.30	\$ 64,765.69					
	4	\$ 66,675.17	\$ 68,243.55					
1-12 Increment:	5	\$ 70,153.03	\$ 71,721.42					
\$ 3,477.8634	6	\$ 73,630.89	\$ 75,199.28					
	7	\$ 77,108.76	\$ 78,677.14					
	8	\$ 80,586.62	\$ 82,155.01					
	9	\$ 84,064.48	\$ 85,632.87					
	10	\$ 87,542.35	\$ 89,110.73					
	11	\$ 91,020.21	\$ 92,588.60					
	12	\$ 94,498.07	\$ 96,066.46					
<b>3% INCREASE FOR Masters, Masters +15, CAGS/MA+30, CAGS+15/MA+45 &amp; CAGS+30/MA+60/PhD</b>								
	Step			Masters	Masters +15	CAGS/MA+30	CAGS+15/MA+45	CAGS+30/MA+60/ PhD
<b>DEPARTMENT CHAIRS</b>	1			\$ 59,966.25	\$ 61,550.15	\$ 63,134.07	\$ 64,717.97	\$ 66,301.88
<b>2024-2025</b>	2			\$ 63,478.54	\$ 65,062.44	\$ 66,646.36	\$ 68,230.26	\$ 69,814.17
	3			\$ 66,990.83	\$ 68,574.73	\$ 70,158.65	\$ 71,742.55	\$ 73,326.46
1-12 Increment:	4			\$ 70,503.12	\$ 72,087.02	\$ 73,670.94	\$ 75,254.84	\$ 76,838.75
\$ 3,512.290	5			\$ 74,015.41	\$ 75,599.31	\$ 77,183.23	\$ 78,767.13	\$ 80,351.05
	6			\$ 77,527.70	\$ 79,111.61	\$ 80,695.52	\$ 82,279.42	\$ 83,863.34
	7			\$ 81,039.99	\$ 82,623.90	\$ 84,207.81	\$ 85,791.71	\$ 87,375.63
	8			\$ 84,552.28	\$ 86,136.19	\$ 87,720.10	\$ 89,304.00	\$ 90,887.92
	9			\$ 88,064.57	\$ 89,648.48	\$ 91,232.39	\$ 92,816.29	\$ 94,400.21
	10			\$ 91,576.86	\$ 93,160.77	\$ 94,744.68	\$ 96,328.58	\$ 97,912.50
	11			\$ 95,089.16	\$ 96,673.06	\$ 98,256.97	\$ 99,840.87	\$ 101,424.79
	12			\$ 98,601.45	\$ 100,185.35	\$ 101,769.26	\$ 103,353.16	\$ 104,937.08

Appendix C

STA TEACHERS ASSOCIATION	NO PERCENTAGE INCREASES		
EXTRA CURRICULAR	7/1/2022-6/30/2025		
Positions	Step 1	Step 2	Step3
Athletic Director	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Varsity Baseball Coach 9 weeks	\$ 3,232.02	\$ 4,087.55	\$ 4,990.60
JV Softball Coach 9 weeks	\$ 2,424.01	\$ 2,851.78	\$ 4,467.78
Varsity Softball Coach 9 weeks	\$ 3,232.02	\$ 4,087.55	\$ 4,990.60
JV Cross Country 10 weeks	\$ 2,693.35	\$ 3,168.64	\$ 4,964.20
Varsity Cross Country 10 weeks	\$ 3,591.12	\$ 4,541.72	\$ 5,545.12
Freshman Volleyball Coach (new FY19)	\$ 2,020.05	\$ 2,375.57	\$ 3,720.14
JV Girls Volleyball 10 weeks	\$ 2,693.35	\$ 3,168.64	\$ 4,964.20
Varsity Girls Volleyball 10 weeks	\$ 3,591.12	\$ 4,541.72	\$ 5,545.12
Varsity Boys Soccer 10 weeks	\$ 3,591.12	\$ 4,541.72	\$ 5,545.12
Varsity Girls Soccer 10 weeks	\$ 3,591.12	\$ 4,541.72	\$ 5,545.12
JV Boys Basketball 11 weeks	\$ 2,962.68	\$ 3,485.50	\$ 5,460.62
Varsity Boys Basketball 11 weeks	\$ 3,950.23	\$ 4,995.88	\$ 6,099.63
JV Girls Basketball 11 weeks	\$ 2,962.68	\$ 3,485.50	\$ 5,460.62
Varsity Girls Basketball 11 weeks	\$ 3,950.23	\$ 4,995.88	\$ 6,099.63
JV Wrestling 11 weeks	\$ 2,962.68	\$ 3,485.50	\$ 5,460.62
Varsity Wrestling 11 weeks	\$ 3,950.23	\$ 4,995.88	\$ 6,099.63
Archery Club (2 stipends)	200.00 ea.	200.00 ea.	200.00 ea.
Class Advisors (4)	\$ 1,897.68	\$ 1,897.68	\$ 1,897.68
Class Advisors Add Stipend for Jr. & Sr. years	\$ 528.11	\$ 528.11	\$ 528.11
Drama Club	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Drill Team	\$1,500.00 per season. 3 seasons = \$4,500.00		
Fall Show Advisors	\$ 1,430.44	\$ 1,615.01	\$ 1,799.57
FFA Advisors	\$ 4,817.39	\$ 6,048.93	\$ 7,393.49
FFA Judging Coaches	\$ 221.50	\$ 221.50	\$ 221.50
Geek Club	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
GSA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Horse Evaluators/hour (2)	\$ 38.66	\$ 38.66	\$ 38.66
National Honor Society Advisor	\$ 1,845.72	\$ 2,030.29	\$ 2,214.85
National Honor Society/Up to 5 Interviewers	\$ 250.00	\$ 250.00	\$ 250.00
Ocean Bowl	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Peer Mentor	\$ 500.00	\$ 500.00	\$ 500.00
Pole Barn Advisors	\$ 889.53	\$ 889.53	\$ 889.53
Saturday Detention/hour	\$ 38.66	\$ 38.66	\$ 38.66
Spring Expo	\$ 800.00	\$ 800.00	\$ 800.00
Student Council Advisors (2)	\$2,500.00 ea.	\$2,500.00 ea.	\$2,500.00 ea.
Tutoring/hour	\$ 38.66	\$ 38.66	\$ 38.66
Vocational Curriculum Coordinator	\$ 6,108.16	\$ 6,108.16	\$ 6,108.16
Yearbook Advisors	\$ 2,122.59	\$ 2,491.69	\$ 2,860.84

## **INSTRUMENTS OF EVALUATION**

# Appendix D to Article V – Evaluation (STA Contract)

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The following document is the model language provided by DESE with the following modifications



## 1) Purpose of Educator Evaluation

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

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

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

- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation that is not part of the same bargaining unit. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of; classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores; that have been cooperatively agreed to. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with the consent of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. **Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator**, using agreed-upon verbal or written protocols. Evaluators should strive to evaluate teachers in courses being taught for which they are currently licensed. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- i) See parameters of Announced and Unannounced Observations in Item 11 sections A & B

- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- i) 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.
  - ii) Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - iii) Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - iv) Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures that have been cooperatively agreed to. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)

- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development 35.03(2)(b). Evaluators shall use evidence of evaluator performance and impact on student learning, growth and achievement in goal setting with the educator based on the educator’s self-assessment and other sources that the evaluator shares with the educator 35.06(3)(a).
- BB) **STA;** Segreganset Teachers Association – Bargaining unit
- CC) **\*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.
- DD) **\*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.
- EE) **\*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.
- FF) **\*Evidence (trends) in student learning:** At least two years of data from the cooperatively agreed to district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, that have been cooperatively agreed to shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s)
  - iv) Student and Staff Feedback – see # 23-24, below; and that have been cooperatively agreed to.
  - 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 and that have been cooperatively agreed to.

4) **Rubric**

- A) 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 will use the rubrics provided by ESE. Rubrics are included in the appendices of the document.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide district and school goals and priorities, as well as professional development opportunities related to those goals and priorities as they become available.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iv) The faculty meeting may be digitally recorded, with the stipulation that all in attendance are informed, to facilitate orientation of Educators hired after the beginning of the school year.
  - v) At the annual orientation on/before the first day of school each educator will be informed of his/her evaluator for that year. The evaluator maybe changed as circumstances dictate.

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

- A) **Completing the Self-Assessment**
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
  - (c) Proposed goals to pursue:
    - (1) At least one goal directly related to improving the Educator’s own professional practice.
    - (2) At least one goal directed related to improving student learning.

**B) Proposing the goals**

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.



- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that have been locally bargained and the Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.
  - ii) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be no fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

- A) Evaluations shall not take place the week prior to or the week of Fall Show. Observations shall not occur until after the first complete week of school. Observations required by the Educator Plan shall be completed by May 15th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

- B) Unannounced Observations
  - i) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator’s mailbox or mailed to the Educator’s home.
  - ii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
  - iii) No other observations should take place until the day after the feedback has been provided. The teacher and administrator are encouraged to have conversations on feedback.
  - iv) Unannounced observations should be at least ten (10) minutes in duration.
    - (a) When unannounced observations occur for less than ten (10) minutes, it is imperative to realize that these brief observations are a “snapshot” in

time, and are not necessarily representative of the overall classroom environment or teachers effectiveness and often lack total understanding due to a lack of context.

C) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator, in consultation with the instructor, shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
  - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
    - (1) Describe the basis for the Evaluator's judgment.
    - (2) Describe actions the Educator should take to improve his/her performance.
    - (3) Identify support and/or resources the Educator may use in his/her improvement.
    - (4) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator and educator collaboratively, with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The reply will become part of the final report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

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

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

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

15) **Educator Plans – General**

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

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not proficient or showing significant progress towards proficient, as determined by the evaluator, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the STA attend the meeting(s).
  - iii) If the Educator consents, the STA 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), indicators and elements and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
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)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should not complete first observation of each Educator prior to	Fall Show
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
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

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

### J) **Educators on Plans of Less than One Year**

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

## 21. **Career Advancement**

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

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

- A) ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that the educators will not be assessed using student data until the measurers are identified and data is available for three (3) years.

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

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

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

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

**25. Transition from Existing Evaluation System**

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

**26. General Provisions**

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

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. Recommendations from this team shall be forwarded to the parties for negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.