



**CBA 18-21/SC-DRRTA FINAL DRAFT COPY**

**Article 1. PREAMBLE**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of September 2015, by the Dighton-Rehoboth Regional School Committee (hereinafter sometimes referred to as the School Committee or the Committee) and the Dighton-Rehoboth Regional Teachers' Association (hereinafter sometimes referred to as the Association).

**Article 2. SCOPE**

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees excluding the superintendent, assistant superintendent, director of special education, school business administrator, facilities manager, principal, assistant principal, the director of career and technical education (CTE), the guidance director, dean of student activities and athletics, network technician, technology specialists, professional employees hired for less than fifty per cent (50%) of a teacher's work week, and substitute teachers hired on a day-to-day basis or for less than a full school year. Professional employees do not include instructional assistants (aides), secretaries, clerks, custodians, cafeteria workers, and all other support staff.

**Article 3. MANAGEMENT RIGHTS**

- A. Nothing in this agreement shall derogate from or impair any power, right, or duty heretofore possessed by the School Committee or by the administration except where such right, power, or duty is specifically limited by this Agreement.
- B. PAST POLICY AND PRACTICE - Except where contrary to this Agreement, the established policies of the School Committee with respect to wages, hours, or conditions of employment shall remain in effect during the life of this Agreement.
- C. FULL FORCE AND EFFECT - The School Committee and the Teachers' Association will fulfill the provisions of the Agreement and give them full force and effect. The School Committee will amend its administrative regulations and take such other action as may be necessary to put the provisions of this Agreement into full force and effect, and the Teachers' Association will amend its By-Laws and take such other action as may be necessary to put the provisions of this Agreement into full force and effect.
- D. SAVINGS PROVISION - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of the Agreement.

**Article 4. AGENCY FEE**

The Committee agrees to require during the term of this Agreement that all employees covered by the Agreement except those employees certified to the Committee by the Association as of the forty-fifth (45th) day of their employment or the thirtieth (30th) day after the effective date of this Agreement, whichever is later, shall pay the Dighton-Rehoboth Regional Teachers' Association a service fee set by the Association in accordance with the provisions as spelled out in Section 12 of Chapter 150E of the Massachusetts General Laws.

**Article 5. PLACEMENT ON SALARY SCHEDULE**

- A. Salary lanes shall be established as follows:

Bachelors,	Bachelors+30,	Masters,
Masters+15,	Masters+30,	Masters+45/CAGS,
Masters+60,	Masters+75,	Doctorate.
- B. Credit hours accumulated in support of a lane change must be taken subsequently to the credit hours accumulated in granting the previous lane change.

- C. All professional employees shall be placed on the step and lane, which accurately reflects their education and experience. The superintendent shall determine initial placement on the salary schedule. Initial placement shall not be subject to the grievance procedure.
- D. Nurses, CTE teachers, and extracurricular positions have separate salary schedules attached as appendices to this Agreement.

**Article 6. METHOD OF PAYMENT AND DEDUCTION**

- A. The compensation of professional employees shall be paid in twenty-one (21) equal payments of one twenty-sixth (1/26) of the salary, plus one last payment to include the accrued earnings for a total of five twenty-sixths (5/26) of the total salary at the end of the school year. To receive the last payment in June, the professional employee must present written certification from the principal that all reports and records are complete.
- B. Professional employees may opt to be paid in twenty-one (21) equal installments from September through June, with no money deferred. Employees desiring this option must notify the Superintendent’s office by August 1 prior to the beginning of the school year when the twenty-one (21) payment plan is to go into effect. This option will then continue each year unless the Superintendent’s office is notified of a change by any subsequent August 1.
- C. “Professional employees may opt to be paid in twenty-six (26) equal installments from September through August. Employees desiring this option must notify the Superintendent’s office by August 1 prior to the beginning of the school year when the twenty-six-payment plan is to go into effect. This option will then continue each year unless the Superintendent’s office is notified of a change by any subsequent August 1.
- D. When a pay date falls on a holiday, the payment shall be made on the day before the holiday.
- E. The Committee hereby accepts the provisions of Section 170 of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the treasurer of the Dighton-Rehoboth Regional School District all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this contract.
- F. Dues will be deducted every paycheck beginning with the first check in November and running for ten (10) deductions.
- G. It shall be the responsibility of the Association to distribute and collect approved dues authorization forms for its membership. The completed forms are to be collected, alphabetically listed, and submitted in one group no later than the third Friday in October.
- H. Anticipated pay dates for the next school year will be posted prior to the close of school in June.
- I. Athletic coaches will receive their accrued earnings in a separate check as follows:
  - 1. Lump Sum: Fall sports - First payroll in December  
 Winter sports - First payroll in March  
 Spring sports - First payroll in June

A complete equipment inventory must be submitted to the Dean of Student Activities and Athletics or Principal and a form letter signed by the Dean of Student Activities and Athletics as well as the building principal confirming the coach has completed his or her duties must be submitted prior to receipt of payment.
- J. Professional employees involved in non-athletic extracurricular or full school year activities will have the option of the earnings being included in the Regular Salary, or as a Lump Sum at the end of the activity. The time of a lump sum receipt of accrued earnings, if they choose that method will be the first payroll after submission of a signed notice by the supervising principal that the work has been completed. Those using equipment will, if necessary, submit an equipment inventory prior to the receipt of payment.

**Article 7. UNUSUAL CONTRACTS AND UNEXCUSED ABSENCES**

- A. Personal Contracts: Professional employees who begin or terminate their contracts after the start of the school year shall be paid on the following basis:

$$\text{Salary} \times \frac{\text{Duty days under contract}}{\text{Contract Days}}$$

B. If a professional employee's absence is unexcused, his/her pay shall be deducted as follows for each day:

$$\frac{1}{\text{Contract Days}} \times \text{Salary} = \text{Daily Deduction}$$

**Article 8. CREDIT REQUIREMENTS**

- A. Credit requirements are subject to DESE licensure requirements.
- B. All professional development experiences must be approved by the Superintendent, which include courses, subject-matter related travel, workshops, special professional enrichment experience, supervision of a student teacher, or other professional improvement activities.

**Article 9. PROFESSIONAL DEVELOPMENT**

- A. Professional employees who hold the professional license and are at maximum shall participate in the continuing professional development program required under Massachusetts state law.
- B. The Superintendent or Assistant Superintendent must give prior approval to all instances of "High Quality Professional Development" as defined by the Massachusetts Department of Elementary and Secondary Education. High Quality Professional Development shall include, but not be limited to, college or graduate course work, in-service courses, subject-matter related travel, workshops, special professional enrichment experience, supervision of a student teacher, or other professional improvement activities.
- C. A Professional Development Committee, consisting of a central office administrator, a principal, and two (2) teacher representatives selected by the DRRTA, shall determine the PDP value of professional development activities not identified by the professional development program provider which the professional employee submits to fulfill the requirements of this article, or which are completed under subsection B of this article.
- D. The District shall offer an in-house course that meets the fifteen (15) required professional development points (in E.L.L) to renew a professional license.

**Article 10. TUITION REIMBURSEMENT**

- A. Terms of Reimbursement: Professional employees shall receive reimbursement for tuition and registration fees of courses of at least two (2) credits, which are satisfactorily completed with a B [minimum grade of 80], or in the case of a course graded "pass/fail", a "pass" grade approved by the superintendent, and taken in the period of any school year and its preceding summer except that professional employees new to the system shall not receive reimbursement for courses taken prior to the beginning of the school year in which they start. Such reimbursement shall be up to a total of \$1,300.00 per school year.
- B. To receive credit and reimbursement for such courses, professional employees must submit a copy of the grade report received in the course and a copy of the receipted bill for the cost of such a course. Both of these copies will become the property of the regional district.
- C. Reimbursement as indicated in section B, above, shall be received by the employee no later than thirty [30] days following submission of the documents specified in that section. Summer reimbursements submitted after July 1, shall be received by the employee no later than 60 days following submission.

**Article 11. PAYMENT FOR ADVANCED DEGREES**

- A. It is the responsibility of the professional employee to notify the office of the superintendent of the accumulation of credits that would change his/her position to a different lane. A transcript must be presented as evidence to support the change. If a transcript is not issued, a certificate of participation indicating number of contact hours will be accepted. Written notification of a planned change must be received by the preceding January. If properly notified, changes in lane will be granted in September and February.
- B. All courses which shall be applied to a higher salary lane must have the prior approval of the superintendent except courses which are part of a previously approved degree program or graduate-level courses offered by accredited colleges or universities in the areas of a teacher's certification currently in use.

- C. Courses other than graduate level courses which the superintendent approves shall carry the number of credit hours as stated by the school offering the course in determining its value for lane change credit.
- D. In determining lane change credit, the superintendent shall determine the credit hour equivalence of non-degree course hours for courses in which credit hours are not stipulated.

**Article 12. VOCATIONAL CERTIFICATION**

- A. Certification plus thirty (30) means thirty (30) credits toward the acquisition of a Bachelor's Degree as an accepted candidate in a bachelor's program from an accredited college or university.
- B. Certification plus sixty (60) means sixty (60) credits toward the acquisition of a Bachelor's Degree as an accepted candidate in a bachelor's program from an accredited college or university.
- C. Certification plus ninety (90) means ninety (90) credits toward the acquisition of a Bachelor's Degree as an accepted candidate in a bachelor's program from an accredited college or university.

**Article 13. NEW POSITIONS OR DUTIES**

If a new position is established that is covered by the Scope of this Agreement, or if there is modification in the job description or duties of an existing non-teaching position, then the Committee will negotiate with the Association over the appropriate salary for such new or modified positions.

**Article 14. EXTRACURRICULAR POSITIONS**

- A. Both the Committee and the Association encourage the involvement of professional employees in the extracurricular programs offered in the school district.
- B. All extracurricular positions, both paid and unpaid, shall be voluntary.

**Article 15. PERSONNEL FILES**

- A. A personnel file on each teacher shall be maintained in the school district office.
- B. Teachers will keep their files up to date on forms supplied by the administration concerning names, (beneficiaries, persons to be notified in case of emergency, dependents, etc.) addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, and other matters required for personnel administration.
- C. Included in this file shall be evidence of each degree the teacher has been awarded, official transcripts of all college courses completed, evidence of teacher certification, copies of contracts, teaching assignments, and completed evaluation forms.
- D. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's file unless the teacher is notified that such material is being placed in his/her file.
- E. Upon request, the teacher shall be given the opportunity to inspect such material by affixing his/her signature on the copy to be filed. The signature does not indicate agreement with its contents.
- F. A teacher may review his/her file at any time on reasonable notice and may submit additional letters or documents that he/she wishes kept in his/her file. A teacher shall have the right to request reproductions of all materials in his/her file provided that such reproduction is without cost to the Committee.
- G. File copies shall not be removed from the office of the school administration.
- H. The teacher may be present at any inspection or reproduction of a teacher's file. With the permission of the teacher, others may view the file with him/her.
- I. Any written complaints regarding a teacher made to the administration will be called to the teacher's attention immediately after the complaint is received.
- J. The foregoing provisions of this article shall not apply to placement office papers or references obtained when processing a teacher's initial application, medical, or other reports submitted in confidence, and a teacher may not have access to such papers or documents.

**Article 16. TRAVEL ALLOWANCE**

The authorized travel allowance paid to professional employees shall be the same as the rate allowed by the United States Federal Government.

**Article 17. COMMUNICATIONS BETWEEN THE COMMITTEE AND THE ASSOCIATION**

- A. The Committee and the Association recognize the value of ongoing frank and open communication between the two parties, and each will work toward that end.
- B. Representatives of the Association in each building will receive agendas for all regularly scheduled School Committee meetings.
- C. The President of the Association shall receive a copy of the minutes of each School Committee meeting.

**Article 18. ASSOCIATION REPRESENTATION ON SEARCH COMMITTEES and JOINT LABOR MANAGEMENT COMMITTEES**

- A. The Association shall be allowed one (1) representative on any search committees established by the School Committee for administrative positions in the school district.
- B. Teacher representation on all Committees determined to have teacher representatives: Search Committees, Evaluation Committees, Scheduling Committees, and Curriculum Committees; shall be determined by mutual agreement between the Association and Administration following a call for volunteers.

**Article 19. PREPARATION OF THE CONTRACT**

- A. The Dighton-Rehoboth Regional Teachers' Association shall be responsible for the printing of the master contract in sufficient quantity for distribution to all parties concerned. Cost of same shall be jointly shared equally by the School Committee and the Dighton-Rehoboth Regional Teachers' Association.

**Article 20. NON-TEACHING DUTIES**

- A. A school-based committee composed of teachers appointed by the Association President and administrator(s) appointed by the Superintendent shall be responsible for determining the duties performed by bargaining unit members in each school and for equitably assigning such duties. The committees shall be composed of eighty percent (80%) Association representatives and twenty percent (20%) Administration representatives. The determinations of the committees as to duties to be performed and the assignment thereof shall be by majority vote.

**Article 21. HIGH SCHOOL STUDENT ADVISORY**

- A. Beginning in September 2019, upon implementation of a seven-period schedule, a Student Advisory will be put into place for all students. Advisories shall be held once per month, not to exceed ten (10) sessions. Advisory sessions will not exceed sixty (60) minutes.
- B. Professional Employees will be assigned one Student Advisory cohort.
- C. A prepared curriculum for the Student Advisory sessions will be provided no later than one week prior to each session's scheduled meeting.

**Article 22. PREPARATION TIME**

- A. Teachers shall be guaranteed daily preparation time of no less than forty-five (45) continuous minutes during the school day.
- B. Recognizing its value, every effort shall be made not to schedule meetings during contractually guaranteed teacher preparation time; however, teachers may be required to attend a meeting during preparation time each month, provided that such a meeting is scheduled three (3) days in advance and further provided that teachers are compensated at the rate of thirty-five dollars (\$35) per forty-five (45) minute preparation period for attendance at such meetings.

**Article 23. DUTY FREE LUNCH PERIODS**

- A. All professional employees shall be provided with thirty (30) continuous minutes as a duty-free lunch period.

**Article 24. MEETINGS**

- A. Not more than one (1) meeting per month, not exceeding one and one half (1.5) hours in length, may be held in each school, either immediately before or immediately after the teacher day. Before school meetings shall be held only by the mutual agreement of the principal and the building representative(s) of the Association. Except for emergencies all meetings shall be scheduled with at least one (1) week notice. Meetings shall be limited to training, instruction, or

the dissemination of information. Professional Development, as defined in Article 9, and/or development of curriculum shall not be conducted during the above meetings.

- B. It is the professional responsibility of all faculty to attend scheduled Faculty Meetings. In the event of unavoidable conflicts due to prior scheduled athletic events, the affected faculty member must notify the building Principal. The faculty member is then responsible for obtaining/completing any training, information, etc., by meeting with a Team Leader, Curriculum Coordinator, or an administrator. The completion of professional responsibility will be done within two weeks and documented through an instrument supplied by the building Principal.

#### **Article 25. OTHER OBLIGATIONS**

- A. Each professional employee shall attend no more than four (4) after school or evening programs, such programs not to exceed two and one-half (2.5) hours in length. At his/her own discretion, one of the programs attended may be the graduation exercises held in the professional employee's own school. Additionally, CTE instructors both professional and non-professional in status shall attend two (2) advisory committee meetings to be determined no less than two (2) calendar weeks prior to each meeting. CTE instructors shall be compensated at the rate of forty dollars (\$40.00) per hour for attendance at such advisory committee meetings.
- B. No event requiring teacher attendance shall be scheduled on a Friday, Saturday, Sunday, or holiday.
- C. Professional employees shall receive a schedule of the events requiring their attendance twice each year, once by October 1st and once by February 1st.
- D. All parental complaints/concerns arising from the implementation of the Parent Portal shall be directed forthwith to the teacher. Should the matter not be resolved by the discussion between the teacher and the parent, the building principal shall deal with the complaint/concern without repercussions to the teacher. Complaints by a teacher as to the failure of the building principal to comply with this provision shall be submitted directly to the Superintendent at Level III of the contractual grievance procedure. Before taking any action based upon a parental complaint/concern, the administration shall check with the teacher to verify that the teacher has actually been contacted by the parent concerning the complaint/concern.
- E. Portal Parent Portal-Gradebook X2:

1. The Parent Portal Gradebook-X2 communication tool is defined as an open window on the teacher's Gradebook section of X2 whereby parents and students can see all grades and assignments currently in the teacher's Gradebook. The School Committee shall provide funding for one (1) Parent Portal-Gradebook X2 Mentor at the High School and one (1) Parent Portal-Gradebook X2 Mentor at each Middle School to be compensated at the rate outlined in the Collective Bargaining Agreement.

3. Teachers shall be provided student class rosters through Gradebook X2 no later than August 15 to guarantee maximum Parent Portal-Gradebook X2 training and implementation. Teachers are responsible for updating Parent Portal-Gradebook X2 on a biweekly basis throughout the school year. Progress reports and mid-term grades are no longer required.

#### **Article 26. SUBSTITUTION BY TEACHERS**

- A. It is the policy of the School Committee that every effort shall be made to engage a substitute for all teachers who are absent.
- B. Any teacher who substitutes for an absent teacher will be reimbursed at the rate of \$35.00 per class.
- C. Aides who work in resource rooms and classrooms shall be used as substitutes only when substitutes are not available.
- D. At the time of the high school graduation, teachers of seniors will cover up to the number of classes as they lose as assigned by the principal on a daily basis. If at the time of graduation a long term substitute is under employ, the substitute will remain employed for the remainder of the school year or until the teacher for whom the substitute is hired returns to work, whichever occurs first.

#### **Article 27. CLASS SIZE**

**A. At the Elementary and Middle Schools**, a regular education classroom is defined as the total number of students per grade to the number of core academic teachers assigned to the grade. The School Committee shall establish a school building average for regular education classrooms, of twenty-three (23) to twenty-six (26) students per class.

**B. At the High School:**

1. The total student load in core curriculum classes (English, Math, Science, Social Studies, and Foreign Language) shall not exceed 130.
2. Core subject teachers at the high school will be assigned no more than three class preparations.
3. The total student load in non-core curriculum classes shall not exceed 150.
4. When two teachers are involved in the teaching of the same class, such teachers shall split the enrollment amounts per class.

**Article 28. CALENDAR AND SCHOOL YEAR**

**A. Definitions:**

1. **“School day”** shall mean the period each day during which pupils are required to attend school commencing with the time by which pupils must be present and ending with the time of general pupil dismissal.
2. **“Teacher day”** shall mean the period each day during which professional employees are required pursuant to this agreement to be present in a school.
3. **“School year”** shall mean the number of school days in each twelve (12) month period commencing September 1 and ending no later than June 30.

**B. The school year shall consist of 183 teacher days in 2018-2019, and 184 days in 2019-2020 and 2020-2021, where the 184<sup>th</sup> day will be removed at the end of this contract, as follows:**

1. A maximum of 180 school days;
2. The day before the first school day;
3. Two days to be planned at the discretion of the Superintendent.
4. Half day on the last school day, where staff may leave once all professional duties are met. The half-day will be removed at the end of this contract.

The work year for Guidance Counselors shall be five (5) days in excess of the teacher days set forth above. The placement of these days shall be determined by the principal(s), 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 1<sup>st</sup> of each year. Compensation for those days shall be at the per diem rate.

- C. During the years when September 1st falls on a Tuesday or a Wednesday, the Committee shall have the option to schedule September 1st as the first day for teachers. In all other years, the day after Labor Day shall be designated as the first day for teachers. An additional Professional Development day shall be added to school years 2019-2020 and 2020-2021, the day preceding the first teacher day, and removed at the end of this contract.
- D. There shall be three (3) vacation periods of no fewer than five (5) days each during the school year: (1) in late December/early January, as determined by the day of the week upon which Christmas shall fall in each calendar year; (2) the week in February during which Presidents’ Day falls; and (3) the week in April during which Patriots’ Day falls. The vacation days shall include the holidays and December 24th if it falls on a weekday.
- E. The calendar for the next school year shall be posted in a conspicuous place in each school by May 1st. If unforeseen circumstances require changes in the school calendar, all professional employees will be notified as soon as possible.

**Article 29. NURSES**

- A. The job description for school nurses shall be regularly reviewed and revised as necessary.

**Article 30. INSURANCE**

- A. The contribution rate for the health insurance plans offered by the Committee as of July 1, 2010 shall be as follows: HMO 75%/25% (employer and employee contributions, respectively) and PPO 60%/40% (employer and employee contributions respectively). Any changes in these plans or the provider shall be mutually agreed upon between the parties.
- B. Professional employees shall be allowed to participate in a “cafeteria plan” which will allow each professional employee who participates to pay his/her portion of health insurance premiums with pre-tax dollars. Other programs to be offered under the “cafeteria plan” shall be determined by a Cafeteria Plan Committee (CPC), which shall consist of six (6) members, three to be appointed by the Committee and three to be appointed by the Association. The

programs to be offered and the amount of the professional employee's gross salary, which shall be earmarked for use in the "cafeteria plan", shall be determined annually by the CPC. The professional employee shall use only a portion of his/her own gross salary to participate in the "cafeteria plan". The School District will not be responsible for any administrative costs associated with any mutually-agreed "cafeteria plan".

- C. The School Committee shall provide and assume all premium expenses for a \$ 20,000 group term life insurance policy for each member of the bargaining unit.

### **Article 31. SICK LEAVE**

- A. Each professional employee shall be allowed fifteen (15) days sick leave per year. Unused sick leave shall be allowed to accumulate up to one hundred eighty (180) days.
- B. Each professional employee will be allowed three (3) days per year (cumulative to maximum of 30 days) at the difference between his/her pay and the substitutes' actual pay. In the event that no substitute is hired, the rate of substitute pay will be calculated at \$0.00.
- C. In the event that a professional employee uses fifteen (15) or more consecutive days of sick leave, he/she shall, upon return to work, receive twenty-five percent (25%) of the amount used during that absence. In no case will the new accumulation exceed the originally accumulated sick leave. The days returned under this provision shall not be added to or included as a part of the above maximum account.
- D. Before September 30 of each year, each professional employee shall receive notification of the number of unused sick leave days, which he/she has accrued.
- E. Non-cumulative emergency leave, to be deducted from current sick leave, will be granted without loss of pay in the event of illness in the professional employee's immediate family requiring bedside or household attention.
- F. A doctor's certificate may be requested by the Superintendent after seven (7) consecutive days of absence by a teacher. The Superintendent may request a monthly written medical evaluation for any professional employee who is absent for a period longer than thirty (30) cumulative days in any one school year.
  - 1. A sick leave bank shall be established for the purpose of making additional sick leave days available to bargaining unit members who have been employed in the Dighton-Rehoboth District for at least two (2) years, who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. Membership in the bank shall be mandatory for all bargaining unit members. A serious illness or injury shall be one, which requires the employee's absence from work for more than ten (10) consecutive work days.
  - 2. To be eligible to participate in the sick leave bank, an employee must have accumulated at least twenty (20) sick days within the preceding two-year period.
  - 3. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) appointed by the Association and two (2) by the Committee. In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure. Only those employees who meet the criteria specified in 1 and 2 above may make a request to the sick bank committee.
  - 4. In administering the Bank, determining eligibility, and determining the amount of leave, the following general criteria shall be applied by the Bank Committee:
    - A. Medical evidence of serious extended illness
    - B. Prior utilization of eligible sick leave
    - C. Other factors as a majority of the Sick Leave Bank Committee may deem appropriateNo days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at 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 Bank Committee itself.
  - 5. The Sick Leave Bank will be initially funded by deducting one (1) sick leave day from the accumulated sick leave days of each eligible employee. When the Bank is depleted to fifty (50) sick leave days, an



additional assessment of one (1) day of sick leave shall be made against the sick leave account of each eligible employee.

6. The initial grant of sick leave days from the Bank shall not exceed twenty (20) days, after which the employee may reapply for additional days. Any grant of sick leave days shall end on the last day of the school year in which the prolonged illness began. The sick leave days granted by the Bank will be retroactive to the first day of the employee's illness or injury after his/her personal sick leave has been exhausted. In the event of a difficult to diagnose disease, eligibility will be considered from the first point from which the illness began. Request for Sick Leave Bank days shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee be absent from work. Under unusual circumstances, the Association may submit a written request on behalf of an eligible individual. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided. Notwithstanding the foregoing, it is agreed that not more than a total of one hundred-eighty (180) sick leave days shall be granted from the Sick Leave Bank during any one work year. If the total of one hundred eighty (180) sick leave days is reached in any one year, the Sick Leave Bank Committee can request the School Committee for permission to grant up to an additional ninety (90) days.

**Article 32. SICK LEAVE BUY-BACK**

A professional employee who has served twenty (20) years in the Dighton-Rehoboth Regional School District or its predecessors shall, upon retirement, receive a lump-sum payment based upon his/her unused sick leave under the following conditions:

- A. Professional employees who have accumulated one hundred eighty (180) sick leave days as of the end of the preceding school year shall be able to accrue sick leave days above the maximum of one hundred eighty (180) at the rate of fifteen (15) per year.
- B. The aforementioned days above one hundred eighty (180) will be recorded and identified as a professional employee's above maximum account of sick leave days.
- C. Upon retirement, as described above, a professional employee will receive a percentage of his/her daily rate of pay at the time of retirement (1/184 of his/her annual salary) for each day in the professional employee's above maximum account, according to the following scale:

<b>Number of Days</b>	<b>Percentage</b>
1 to 50	75%
51 to 100	50%
101 to 180	25%

- D. The maximum amount payable to any professional employee pursuant to this Article shall be \$6,500.00.
- E. It is understood and agreed that any sick leave days normally used will be deducted from a professional employee's above maximum account before any days are deducted from his/her first one hundred eighty (180) days of accumulated sick leave days.

**Article 33. PROFESSIONAL EMPLOYEE REGULAR DAY**

- A. The starting and dismissal time for students shall be established by the School Committee.
- B. The length of the regular professional employee day in all PreK - 8 schools shall be six (6) hours and forty-five (45) minutes. The length of the regular professional employee day at the high school shall be six (6) hours and fifty-five (55) minutes.
- C. The official starting and dismissal times for professional employees shall be determined by the School Committee.
- D. Professional employees shall stay later, whenever necessary, to conduct detention, provide extra help sessions, and fulfill other professional duties.
- E. Professional employees may leave after the departure of the last student bus on Fridays and before holidays.

F. Any time the student body is dismissed due to an unanticipated or imminent emergency, professional employees will be dismissed immediately after all students have left the school. The Superintendent may reassign professional staff to another school as necessary.

G. High School Schedule:

1. The High School schedule for 2018-2019 shall retain the block schedule as outlined in the 2015-2018 CBA.
2. The High School schedule for 2019-2021 shall consist of seven periods per day with six periods meeting each day as outlined in the chart below:

<b>Time</b>	<b>Day A/7</b>	<b>Day B/1</b>	<b>Day C/2</b>	<b>Day D/3</b>	<b>Day E/4</b>	<b>Day F/5</b>	<b>DayG/6</b>
7:17-8:15 58 min	<b>Period 1</b>	<b>Period 2</b>	<b>Period 1</b>	<b>Period 1</b>	<b>Period 1</b>	<b>Period 1</b>	<b>Period 1</b>
8:19-9:17 58 min	<b>Period 2</b>	<b>Period 3</b>	<b>Period 3</b>	<b>Period 2</b>	<b>Period 2</b>	<b>Period 2</b>	<b>Period 2</b>
9:21-10:19 58 min	<b>Period 3</b>	<b>Period 4</b>	<b>Period 4</b>	<b>Period 4</b>	<b>Period 3</b>	<b>Period 3</b>	<b>Period 3</b>
10:23-11:49 56 min	<b>Period 4</b>	<b>Period 5</b>	<b>Period 5</b>	<b>Period 5</b>	<b>Period 5</b>	<b>Period 4</b>	<b>Period 4</b>
11:53-12:51 58 min	<b>Period 5</b>	<b>Period 6</b>	<b>Period 6</b>	<b>Period 6</b>	<b>Period 6</b>	<b>Period 6</b>	<b>Period 5</b>
12:54-1:51 57 min	<b>Period 6</b>	<b>Period 7</b>	<b>Period 7</b>	<b>Period 7</b>	<b>Period 7</b>	<b>Period 7</b>	<b>Period 7</b>

2. Out of a seven (7) period schedule, teachers may be assigned up to five (5) teaching periods and shall be assigned two (2) periods, for preparation, during which time he/she shall not be assigned to any other duties, except that of the Student Advisory as outlined in Article 21 and any other duty as determined by the Scheduling Committee.
3. Out of a seven (7) period schedule, High School Curriculum Coordinators will have four (4) teaching periods, one period designated to administrative assignments, and two (2) periods, for preparation, during which time he/she shall not be assigned to any other duties, except that of the Student Advisory as outlined in Article 21 and any other duty as determined by the Scheduling Committee.

H. Core subject teachers at the middle schools and high school will be assigned no more than three class preparations per semester/year. Teachers may volunteer for additional preparations. Any class preparations in excess of three, which are not voluntary, shall be compensated at a rate of seven hundred fifty dollars (\$750) per semester and one thousand five hundred dollars (\$1500) per year.

- I. In each school a joint committee will meet to recommend improvements to the schedule no later than the month of January in the second year of the Collective Bargaining Agreement.

**Article 34. BEREAVEMENT LEAVE**

- A. After the death of a professional employee's spouse, child, parent, or life partner up to five (5) school days of absence shall be allowed without loss of pay.
- B. After the death of a professional employee's sister, brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law, up to three (3) school days of absence shall be allowed without loss of pay.
- C. After the death of a professional employee's brother-in-law, sister-in-law, grandparent in law, aunt, uncle, niece or nephew the day of the funeral shall be excused.

**Article 35. PERSONAL LEAVE**

The Committee and the Association recognize that during the school year, events of a business or personal nature may arise which might entail the absence of a professional employee from his or her duties. A professional employee shall be granted one (1) day of personal leave, and in 2018-2019 only, shall be granted a total of two (2) days of personal leave, with pay during each school year under the following conditions:

- A. Although a professional employee need not state the reason for the personal day, said professional employee shall submit to the Principal twenty-four (24) hours prior (except in case of emergency) to the personal day a certification, on a form approved by the Superintendent, that the personal day is to be taken consistent with the provisions of this article.
- B. The personal day may not be taken on the day immediately before or after any vacation period.
- C. Professional employees may accumulate up to four (4) personal leave days. Any excess personal leave time will be automatically rolled into sick time.

**Article 36. MILITARY LEAVE**

A maximum of thirteen (13) days per school year shall be permitted for professional employees called into temporary active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. In addition, the school will honor any other military obligation required of a professional employee under state or federal law. Professional employees will be paid the difference between their regular pay and the pay, which they receive for this duty from the state or federal government.

**Article 37. SABBATICAL LEAVE**

- A. Application is open to any full-time professional employee who has completed seven (7) years of continuous service in the employ of the School Committee and shall be made in writing to the Superintendent. Such application shall be in the form of a planned program providing for the professional growth of the individual applying, and shall be beneficial to the school system.
- B. Applications must be in the office of the Superintendent no later than January 1, proceeding the leave-taking year. The application shall be reviewed by a subcommittee consisting of (1) one member of the School Committee; (2) the Superintendent; (3) one representative teacher selected by the Association. Applicants shall be notified of the decision of the Committee as soon as possible after final action is taken by the School Committee. The decision of the School Committee is not grievable.
- C. One (1) teacher is allowed Sabbatical Leave during any one school year.
- D. The approved full year applicant will be paid one-half (1/2) his/her normal salary for the school year during which he/she is on leave.
- E. Payment will be in the form of a two (2) year, non-interest bearing loan to be delivered to the leave-taker on September 1 of the year of leave. If the leave-taker fails to return to the Dighton-Rehoboth Regional School District after the leave, full repayment of the loan must be made by such person by September 1 following the year of leave. If he/she returns for only one year, one-half (1/2) of the loan must be repaid by the leave-taker by the September 1 following this one year.
- F. Obligation for repayment of one-half (1/2) of the loan will be released for each one of the next two successive school years immediately following the leave that the leave-taker spends in the employ of the School Committee.
- G. All payments normally deducted from a teacher's salary are the responsibility of the leave-taker but may be paid through the office of the Superintendent.

- H. Person(s) on Sabbatical shall be eligible to continue in the insurance plan with normal contributions made by the employee and the School Committee.
- I. For salary schedule purposes, the Sabbatical Leave shall count as a year of teaching service and includes the accumulation of all sick and health benefits normally provided by the School Committee.
- J. In the case of multiple applications, the decision shall be based on the merit of the program presented.
- K. Singularity of application does not presuppose approval.
- L. No subcommittee member is eligible to consider his/her own application.
- M. In the case of non-completion of the planned program, the School Committee reserves the right, for cause, to request full repayment of the loan within twelve (12) months of the date of the School Committee's decision to do so, provided that such non-completion of the planned program is not a result of the disability or death of the professional employee.
- N. A written report from the leave-taker on his/her experience will be filed with the Superintendent within three (3) months of the end of the Sabbatical Year.

**Article 38. LEAVES OF ABSENCE**

- A. Leaves of absence may be granted annually at the discretion of the School Committee under the following circumstances:
  - 1. A teacher with professional teacher status may request a leave of absence for partial work for the district for partial pay and benefits.
  - 2. A teacher with professional teacher status may request a leave of absence without pay to continue his/her education.
  - 3. A teacher with professional teacher status may request a leave of absence without pay to serve as an officer of the Massachusetts Teachers' Association or the National Education Association. This subsection shall apply to a maximum of two (2) teachers with professional teacher status per year.
  - 4. Any professional employee may request an unpaid leave of absence for complete recovery from personal illness.
  - 5. A professional employee with the exception of a teacher without professional teacher status may request a leave of absence without pay for one school year or for any part thereof. In requesting this leave, the reason(s) for the request must be stated.
- B. Requests for leaves of absence as are provided in this article shall be made to the School Committee in writing. Such leaves may be granted on an annual basis at the discretion of the School Committee based on the merits of the leave and the impact it will have on the school system. The decision of the School Committee is final.
- C. Leaves of absence as are provided in this article may be extended at the discretion of the School Committee.
- D. Upon return from leaves of absence, the professional employee shall receive reappointment to his/her former position in the same school, providing that his/her position has not been eliminated under the Reduction in Force provision of this Agreement. Teachers must notify the district by March 1<sup>st</sup> of their intention to return to work.

**Article 39. MATERNITY LEAVE AND PARENTAL LEAVE**

- A. Maternity leave will be provided in accordance with Chapter 149, Section 105D, of the Massachusetts General Laws. Employees shall be able to use up to eight (8) weeks of paid leave out of accrued sick leave under this provision.
- B. An employee may apply up to ten (10) days of his or her accumulated paid sick days to the period of leave for birth or adoption of that employee's child, for which such employee may be eligible under applicable law (e.g. Family and Medical Leave Act, Massachusetts parental leave statute)
- C. A leave of absence without pay to those professional employees who request the same to be home with their newborn, expected, or adopted child shall be granted. Such leave as is guaranteed in this article shall be from the date requested of and approved by the School Committee until the conclusion of that school year, except that, if the birth or adoption occurs on or after April 1st, then the remainder of that school year and the following school year may be requested and will be granted as leave under this article.

**Article 40. PROFESSIONAL LEAVE**

- A. Professional leave may be granted and the duration determined at the discretion of the Superintendent, to a maximum of ninety-six (96) professional days each contract year granted to the bargaining unit members who request them and they are approved by the Superintendent for such professional activities as:
  - 1. School visitations;
  - 2. Conferences;
  - 3. Workshops;
  - 4. Any other professional activity deemed by the Superintendent to be of value to the Dighton-Rehoboth Regional School District.
- B. Requests for professional leave must be made two (2) weeks in advance to the employee's immediate supervisor.
- C. The decision of the Superintendent is final and may not be grieved.

**Article 41. ASSOCIATION BUSINESS LEAVE**

- A. The Dighton-Rehoboth Regional Teachers' Association will be granted three (3) days in the aggregate to allow a member or members of the Association to attend meetings of the Massachusetts Teachers' Association, National Education Association, or any of its affiliates.
- B. Substitutes for those attending will be obtained by the school district but paid by the Dighton-Rehoboth Regional Teachers' Association at the current substitute per diem rate of pay.
- C. In exercising the provisions of this article, the Association shall ensure that there is no cost to the School Committee.
- D. The Superintendent shall be given notice five (5) days prior to the taking of leave under the provisions of this article.
- E. Union President(s) will be relieved from their duty periods while they are serving as President(s) of the Association.

**Article 42. OTHER LEAVES**

- A. Absence by required court appearance in conjunction with school business shall be granted as leave with pay.
- B. Professional employees shall be granted a maximum of two (2) days of compensatory leave in each year of this agreement for principal religious holy days. New or revised compensatory work proposals will be reviewed by the Superintendent or his/her designee and the president of the Association or his/her designee. Previously approved proposals shall be re-filed with the Superintendent annually.
- C. Up to three (3) days per year may be granted from accumulated sick leave days for absence the professional employee needs and which he/she will explain. Such leave shall be granted at the discretion of the Superintendent.
- D. Professional employees may be granted up to two (2) leave days per year to attend a secondary or post-secondary graduation for a son or daughter. These days shall be deducted from sick leave. Application for leave under this provision shall be made to the Superintendent.

**Article 43. JURY DUTY**

Any professional employee called for jury duty shall be allowed to fulfill this duty without loss of benefits and will be paid by the Committee the difference between his/her regular pay during such period of time and the compensation received for such duty from the appropriate government body upon presentation to the Superintendent of evidence of such service.

**Article 44. JOB SHARING**

- A. A job-sharing situation will be considered only if two (2) professional employees jointly develop a plan for the job-share and approach the Superintendent with it together; individuals cannot request job-sharing. The plan must address all applicable provisions of the Collective Bargaining Agreement.
- B. In recommending job-sharing requests to the School Committee, the Superintendent will consider the merits of the request and the impact the job-share will have on the school system. All requests for job-sharing must be approved by the School Committee.
- C. In the event that one professional employee involved in job-sharing is unable to complete the school year, the other individual must resume the position full-time or propose a plan acceptable to the Superintendent, which would allow the continuation of the job-sharing arrangement.

**Article 45. TEACHER EVALUATION**

- A. **Teacher and Caseload Educator Model Contract language is located in Appendix E.**

**Article 46. EVALUATION OF COACHES**

- A. The evaluation of coaches shall be conducted by the Dean of Student Activities and Athletics at the high school and by an administrator at each middle school through the use of the instrument entitled The Dighton-Rehoboth Regional School District Coaches Evaluation Report, which are available in each school building. The Evaluation Report form is attached in Appendix E.
- B. The purposes of the evaluation process are:
  - 1. To assess overall performance in accordance with the standards set forth on the evaluation instrument;
  - 2. To assist in professional development;
  - 3. To provide an official record of coaching performance from season to season;
  - 4. To improve and facilitate communication between the athletic director or principal and each head coach.
- C. The evaluation of the head coach of each sport will be conducted at the conclusion of that sport season. The evaluation meeting will be held at the time that the head coach submits his end-of-season report.
- D. The evaluation will be completed according to the following procedure:
  - 1. A pre-season meeting between the head coach and his supervisor to outline plans for the season;
  - 2. At least two (2) observations by the supervisor, one (1) of a practice and one (1) of a game; and
  - 3. The timely submission of all budget materials and reports which are required of each head coach.
- E. The required supervisory observations will be made during the first half of each season.
- F. Anything, which would elicit a negative comment on the evaluation instrument, will first be discussed with the head coach and then followed up by the supervisor to ascertain if improvement has been made.
- G. Items, which are not applicable to a head coach for a sport, season, or situation, will be marked “N/A” on the evaluation instrument.
- H. Each head coach has the right to rebut any item marked “needs improvement” on his/her evaluation and to attach such rebuttal to the file copy of the evaluation instrument.
- I. Each head coach may receive a copy of his/her written evaluation upon request.

**Article 47. LONGEVITY**

- A. **Professional employees, as defined in Article 2** of the Collective Bargaining Agreement, shall be paid longevity increments according to their number of years of full-time equivalent service as professional employees of the Dighton-Rehoboth Regional School District or its predecessors as follows

**YEARS OF SERVICE**

After 15	\$1900
After 20	\$2100
After 25	\$2300
After 30	\$2700

- B. Payments will be noncumulative and will be added to the employee's annual salary to be paid in a lump sum during December of each year.
- C. Years of service will be determined as of September 1 of each year.

**Article 48. VACANCIES AND PROMOTIONS**

All vacancies, which the Committee decides to fill, shall be filled pursuant to the following provisions:

- A. Vacancies and promotions shall be adequately publicized, which shall mean as a minimum that notice shall be posted on the teachers’ bulletin boards and sent to the Association president or his/her designee. The notice of vacancy or promotion shall include a description, qualifications, duties and salary for the position, except that postings for stipend positions shall carry only the title of each position.
- B. Five (5) school days shall be provided between the date of posting and mailing and the closing date for applications for vacancies and promotions, except during the summer recess when ten (10) days shall be provided between the date of posting and mailing and the closing date for applications for vacancies and promotions, except five (5) school days will be provided if posting vacancy after August 15<sup>th</sup>.

- C. During the summer recess professional employees may call their school office or the central office for a listing of the presently posted professional positions.
- D. All presently employed qualified personnel will be given due consideration when filling a vacancy or promotion.
- E. The incumbent in each stipend position who indicates a desire to continue in that position and who has demonstrated satisfactory performance shall be reappointed; however, initial appointments to stipend positions made after July 1, 1999, will carry no guarantee of reappointment.
- F. Positions vacated during the school year shall be filled by a professional employee covered by Article 2 of the Agreement and placed on an appropriate step and lane on the salary schedule in Appendix A or Appendix B. The superintendent shall determine initial placement on the salary schedule. Initial placement shall not be subject to the grievance procedure.”

**Article 49. TRANSFER AND ASSIGNMENT**

A. Transfer

- 1. “Transfer” is defined as a requested change in teaching position from one building to another.
- 2. There shall be no involuntary transfers.
- 3. Teachers who hold the appropriate certification and who wish to transfer to a teaching vacancy prior to public posting will submit the positions in which they are interested with respect to school, grade, and subject matter to the superintendent by April 1st of any school year. Requests will stay on file through the current contract.
- 4. Transfer requests must have the approval of the principal of the school where the opening exists. If a principal rejects a request for transfer, s/he will explain to the teacher making the request the reason[s] in writing.
- 5. Teaching positions which are vacated for one school year or any portion thereof shall not be available for transfer; if there are appropriately-certified teachers on the RIF List, they will be assigned to such vacancies in the order of their seniority.
- 6. Teachers may be granted transfer as defined above once in any three (3) year period.

B. Assignment

- 1. “Assignment” is defined as the teaching position held by the professional employee with respect to grade and/or subject and building.
- 2. Teachers can rely on the continuity of their assignment.
- 3. Should an involuntary reassignment within a building be necessary due to fluctuations in enrollment or high school course election, the least senior employee within a discipline or grade shall be the one reassigned. Notice of such involuntary reassignments shall be given to affected employees no later than the July 1st preceding the September in which the involuntary reassignment will be effected.
- 4. Teachers who hold the appropriate certification and who desire a new assignment will submit the position[s] in which they are interested with respect to grade and/or subject to the principal by April 1st of any school year. Such requests shall be placed in a database maintained by the Office of the Principal and shall remain in said database until such time as the teacher acts affirmatively to have said request removed. The Association shall annually notify its members as to their responsibility for keeping such requests accurate and current.
- 5. Reassignments requested under this section will be made at the discretion of the principal. If a principal rejects a request for reassignment, s/he will explain to the teacher making the request the reason[s] in writing.
- 6. Teaching positions which are vacated for one school year or any portion thereof shall not be available for reassignment; if there are appropriately-certified teachers on the RIF List, they will be assigned to such vacancies in the order of their seniority.
- 7. Teachers may be granted reassignment as defined above once in any three (3) year period.

**Article 50. REDUCTION IN FORCE**

In the event the Committee determines that a reduction in force of professional teacher status teachers shall be necessary, then the following provisions shall apply:

- A. Staff reductions will not occur due to increases in class size.
- B. For the purposes of a reduction in force, job performance and the best interest of the students shall be determinative. A teachers' job performance and a student's best interest shall be defined as the teachers past summative overall evaluation ratings as compared to other teachers past summative overall evaluation ratings in the discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.  
Inverse seniority by certification shall determine the order in which layoffs shall take place. In order to displace another staff member on the basis of seniority, a professional employee
  - 1. Must be certified to hold the position of the professional employee to be displaced; and either
  - 2. Must have taught in the area of that position; or
  - 3. If the teacher has not taught in the area of that position and if certification in that area were achieved ten (10) or more years prior, then the teacher must be able to show evidence of qualification for such position as determined by the Superintendent.
- C. No new teacher will be hired if a teacher who is or is about to be laid off is licensed for that position.
- D. Definitions
  - 1. Seniority: A teacher's length of uninterrupted service in years, months, and calendar days in Dighton and/or Rehoboth and/or the Dighton-Rehoboth Regional High School. Leaves of absence granted by the School Committee will not be considered breaks in service.
  - 2. Involuntary Leave of Absence due to a RIF means an unpaid leave of absence granted by the Committee for a period of twenty-four (24) months from the effective date of the reduction; provided further that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, Sec. 42 or 42A, of the Massachusetts General Laws. Teachers who choose leave of absence shall be entitled to participation in any group health or life insurance program available to any teacher on leave of absence without pay; provided the teacher pay the entire cost of insurance premiums within thirty (30) days of the billing date as issued by the District Treasurer.
  - 3. Recall means the right within a twenty-four (24) month period from the effective date of their respective layoff of all teachers who have been reduced in force to return to a position in which the teacher is certified in reverse order in which said teacher was reduced.
- E. Length of Service List shall consist of the teacher's date of hiring by month, day, and year and all of the teacher's areas of certification. Loss of time due to part-time status and leaves of absence [other than involuntary leaves of absence and maternity leave as defined in Chapter 149, Section 105D of the Massachusetts General Laws] shall not be reflected as accrued length of service. Such lost time will be reflected in the Seniority List Date to be carried on the Length of Service List. In the event that the Date of Hire and the Seniority List Date are different, then reference for the purpose of determining seniority shall be made to the Seniority List Date.
- F. When a reduction in force of Professional Status teachers is to take place, the Committee shall give written notice to the affected teachers prior to June 1 preceding the effective dating of the reduction, which shall be the subsequent July 1st. If a teacher wishes to have leave of absence status, said teacher shall notify the Superintendent by the end of the school year. Teachers without professional status who are being non-renewed shall be so notified no later than June 15.
- G. Recall: If, subsequent to a RIF notice, a vacancy occurs for which a teacher holds certification, a recall notice shall be sent by certified mail to the teacher most recently reduced who holds the appropriate certification. If a teacher fails to notify the Superintendent by certified mail within fourteen (14) calendar days of the issuance of a recall of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in the agreement. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days, whichever is later. A teacher who accepts recall shall have all benefits accrued up to June 30th of the school year in which the RIF notice was given restored upon recall. Teachers with recall benefits are required to keep the Superintendent informed of their current mailing address.



**Article 51. RETIREMENT BENEFIT**

After twenty (20) years service in the public schools of Dighton, the public schools of Rehoboth, the Dighton-Rehoboth Regional School District, or the former School Union #37, with some duties in Dighton, Rehoboth, or at Dighton-Rehoboth Regional High School, or any combination of the four, and having furnished no later than November 1st written verification of application with the Massachusetts Teachers Retirement System of intent to retire at the end of the school year, a \$1,200.00 increment will be granted for the last year of employment with an additional two hundred dollars (\$200.00) to be added for each year of service in excess of twenty. Payment shall be made no later than the July 31st immediately following retirement.

**Article 52. RETIREMENT INCENTIVE**

- A. A professional employee who was employed prior to January 1, 2005 and who has at least five (5) years of service to the Dighton-Rehoboth Regional School District (District) and whose years of service in the district schools and chronological age in the aggregate total at least sixty-five (65) years and is currently actively employed full time by the School Committee, shall be entitled to a one time benefit payable upon acceptance of retirement by the School Committee. A professional employee who was employed after January 1, 2005 and who has at least thirty (30) years of service to the District shall be entitled to the same benefit.
- B. Any qualified professional employee who wishes to receive this retirement incentive shall tender his/her letter of retirement no later than November 1st of each school year. It is understood that the retirement will take place at the end of the school year and that payment shall be made no later than July 31st immediately following retirement.
- C. This retirement incentive program is in addition to any other contractual benefits related to retirement.
- D. The retirement incentive benefit will be \$10,000, which shall be paid as a lump sum no later than the July 31st immediately following the professional employee's retirement.

**Article 53. GRIEVANCE PROCEDURE**

- A. Definition and Procedure
  - 1. A grievance is a claim brought by a member or members of the bargaining unit of an alleged violation of any of the terms of this Agreement.
  - 2. A grievance shall be withdrawn if it has not been presented or pursued within those time limits herein set forth.
  - 3. All grievances must contain a specific reference to the provision(s) of this agreement which has/have been allegedly violated.

B. Time Limits

All time limits herein shall consist of school days exclusive of legal holidays. The time limits indicated herein will be considered maxima unless extended by mutual agreement in writing.

In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limits set forth herein, the Association may submit the grievance directly to the School Committee in accordance with Level 4 of the procedure.

In the event the procedure extends into the summer recess, the procedure will continue on a Monday through Friday basis as though school were still in session, exclusive of legal holidays.

C. Levels

**Grievance Procedure Level 1 [Informal]**

The Committee and the Association acknowledge that it is desirable for an employee and principal to resolve problems through free and informal communications. An attempt to resolve a grievance must be made at this informal level before proceeding to Level 2. Should such informal process fail to satisfy the employee, the member(s) and the Association will, within ten (10) school days following the date when the fact(s) or event(s) giving rise to the grievance occurred or when the grievant(s) knew or should have known of the fact(s) or event(s) giving rise to the grievance, present the grievance in writing to the Principal.

### **Grievance Procedure Level 2 [Principal]**

The principal will arrange a meeting with the grievant(s) and the Association within five (5) school days of the receipt of the written grievance. The principal must provide a written reply to the grievant(s) and the Association within five (5) school days of the meeting.

### **Grievance Procedure Level 3 [Superintendent]**

If the grievance is not resolved at Level 2, the grievant(s) and the Association shall refer the grievance to the Superintendent within five (5) school days of the written reply at Level 2. The Superintendent shall arrange a meeting within five (5) school days of receipt of the written grievance with the Association representative(s) and the grievant(s). The Superintendent shall provide a written reply within five (5) school days of this meeting.

### **Grievance Procedure Level 4 [School Committee]**

If the grievance is not resolved at Level 3, the Association shall, within five (5) school days, make written request for a meeting between the Association's representatives and the Committee. The grievant(s) may be in attendance. This meeting will take place at a regularly scheduled School Committee meeting, but not later than fifteen (15) school days after receipt of a written request from the Association to bring the grievance to Level 4. The Committee will provide the Association with their written decision within five (5) school days. Any evidence presented by the Association and/or the grievant(s) at Level 4 in support of the grievance must have been made available to the Superintendent at Level 3. Otherwise, the grievance reverts back to Level 3.

### **Grievance Procedure Level 5 [Arbitration]**

If the grievance is not resolved at Level 4, the Association may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) school days from the date of the Level 4 reply, then the grievance shall be deemed withdrawn. Neither party will be permitted to assert any grounds before the arbitrator, which were not previously disclosed to the other party. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to or subtract anything from the Agreement between the parties.

#### **D. General Provisions**

1. The Association shall have the right to use in its presentation at Levels 4 and 5 of this grievance procedure any representative or representatives of its own choosing.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
3. No reprisals of any kind will be taken by the School Committee or the school administration against any grievant because of his/her participation in the grievance procedure.
4. The School Committee, the Administration, and the Association will cooperate with one another in the investigation of any grievance and will furnish one another with such information as is available for the processing of any grievance.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The Association may process a grievance through all levels following Level 2 of the grievance procedure even though the aggrieved person does not wish to do so.
7. Should the grievance involve a decision of the Superintendent of Schools or the School Committee, the grievance will commence at Level 3 of this procedure.

E. The grievance procedure and all related activities will take place outside school hours.

F. If a policy decision of an administrator or the School Committee affecting a group or class of professional employees is regarded as an alleged violation of this Agreement, the Association may initiate the grievance in writing at level 2.

### **Article 54. MENTORING PROGRAM**

- A. There shall be a mentoring program for all teachers new to teaching during the first two (2) years of employment and for experienced teachers new to the District during their first year of employment by the District. New to teaching is defined as three (3) or fewer years of teaching experience.

- B. All potential new mentors will be trained in a district-provided or district-approved training program. Professional Development Points will be awarded for successful completion of approved mentor training.
- C. A Dighton-Rehoboth teacher who has completed mentor training as defined in Section B and who wishes to serve as a mentor may apply to become a mentor by completing an application and indicating interest in the mentor program and the background and experience s/he would bring to the position. Two protégés will be the maximum for any mentor with full-time teaching responsibility.
- D. Each mentor will receive a stipend to mentor a person who is new to teaching. This position shall be carried on Schedule C-1 of the Collective Bargaining Agreement.
- E. Each mentor shall receive a stipend to mentor a person who is new to the Dighton-Rehoboth Regional School District but who has more than three (3) years of teaching experience. This position shall be carried on Schedule C-1 of the Collective Bargaining Agreement.
- F. Mentors will be required to attend three [3] mentor program meetings per year. These meetings will be held after school hours and will be scheduled for no longer than one and one-half [1.5] hours. Mentors will receive four [4] Professional Development Points for attendance at these meetings.
- G. A District Mentor Coordinator will be appointed by the Superintendent from the administrative staff to oversee the mentoring program in all schools. The Mentor Coordinator will coordinate all mentor/protégé training, meetings, professional development activities, and problem solving, etc. for the program. A Building Mentor Coordinator, under the District Mentor Coordinator, will implement the Mentor Program in each school. The Building Mentor Coordinator will be nominated by the President of the Association or his/her designee, and forwarded to the Building Principal and District Mentor Coordinator for approval. Should a disagreement arise, the District Mentor Coordinator, Building Principal, and Association President or his/her designee will collaborate on a mutually agreeable Building Mentor Coordinator. The Building Mentor Coordinator will be paid in accordance with the hourly rate set forth in this Collective Bargaining Agreement for meetings for a set amount of hours each year as determined by the District Mentor Coordinator.
- H. All mentors will receive one [1] additional professional day beyond those available via the provisions of Article X, Section D4 of the Collective Bargaining Agreement during the school year to participate in programs relevant to the mentoring role.
- I. All mentors will receive fifteen [15] Professional Development Points [PDPs] for their mentoring work during the school year.
- J. For new teachers and their mentors, there will be release time once per month, with substitute coverage provided, to facilitate a required monthly observation. This time will be documented and the documentation will be submitted to the Mentor Coordinator at the end of the school year. Mentors of teachers new to the district but with more than three [3] years of teaching experience will not be required to schedule formal observations, but they may do so if the parties feel it would be helpful to the teacher new to the district.
- K. Mentors shall be matched as closely as possible with their protégés according to grade level and discipline by the Building Mentor Coordinator. The matches will be presented to the Building Principal for approval. If a disagreement arises the District Mentor Coordinator will make the final determination for mentor coaches.
- L. Retirees who have met the district mentor criteria may be asked to mentor in their discipline area. Current employees will be given first consideration.
- M. Mentors and protégés will keep logs of their meeting times and subject matter. Mentors of teachers with less than four [4] years of teaching experience are expected to meet with their protégés for a minimum of two [2] hours per month, including any monthly observations. Mentors of teachers with more than three [3] years of experience but new to the District are expected to meet with their protégés a minimum of one [1] hour per month. Logs shall be returned to the Building Mentor Coordinator at the end of the second term and at the end of the school year. The journal of notes of observations or other professional conversations between mentor and protégé will be absolutely confidential to the mentor and protégé and, at the conclusion of said school year, will become the exclusive property of the protégé.
- N. Mentors and protégés will provide feedback to the Building Mentor Coordinator concerning their mentoring experiences.
- O. Mentors and protégés will be required to attend an orientation session to be held during the summer months.

- P. If the mentor and/or protégé deem the relationship incompatible and/or ineffective, the following steps will be implemented:
1. The Building Mentor Coordinator will be notified;
  2. The mentor and the protégé will discuss the relationship with the Building Mentor Coordinator;
  3. If, after meeting with the Building Mentor Coordinator, it is still deemed to be an ineffective relationship, either party or both parties should request of the District Mentor Coordinator in writing that s/he terminate the relationship;
  4. The mentor may be reassigned, and the protégé will be assigned another mentor.

**Article 55. CHILDREN OF UNIT MEMBERS**

Children of teachers in the Dighton-Rehoboth Regional School District who live outside the towns of Dighton and Rehoboth will be allowed to attend the Dighton-Rehoboth schools tuition-free as long as it does not require opening another section or the hiring of additional staff. This Article will apply only to the children of teachers with PTS holding permanent full-time positions in the Dighton-Rehoboth School District.

**Article 56. DURATION**

The parties agree that each has exercised its right to bargain for any provision it wishes to be included in this Agreement, that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement, and that this Agreement constitutes a complete Agreement as to all matter upon which the parties have or might have bargained.

Accordingly, each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect.

Subject only to the right to reopen in accordance with this article, this contract including all appendices shall be effective as of September 1, 2018, to and including August 31, 2021, and shall automatically renew itself for successive terms of one (1) year each unless by November 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

In the event that this contract expires before its successor is ratified, this contract may be extended for thirty (30) day periods with mutual consent of the Committee and the Association.

IN WITNESS WHEREOF, the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

By: \_\_\_\_\_  
 Chairman, Dighton-Rehoboth Regional  
 District School Committee

By: \_\_\_\_\_  
 Co-President, Dighton-Rehoboth Regional  
 Teachers' Association

\_\_\_\_\_  
 Co-President, Dighton-Rehoboth Regional  
 Teachers' Association

**Academic Salary Schedule 2018/2019**

Step/ Lane	Bachelor	B+30	Masters	M+15	M+30	M+45/CAGS	M+60	M+75	Doctorate
1	\$ 42,461	\$ 44,180	\$ 45,448	\$ 46,802	\$ 48,430	\$ 49,878	\$ 50,592	\$ 51,307	\$ 52,024
2	\$ 45,284	\$ 47,000	\$ 48,268	\$ 49,620	\$ 51,247	\$ 52,703	\$ 53,418	\$ 54,132	\$ 54,851
3	\$ 47,744	\$ 49,467	\$ 50,733	\$ 52,088	\$ 53,714	\$ 55,166	\$ 55,881	\$ 56,599	\$ 57,315
4	\$ 49,878	\$ 51,595	\$ 52,863	\$ 54,218	\$ 55,847	\$ 57,295	\$ 58,008	\$ 58,725	\$ 59,441
5	\$ 52,135	\$ 53,847	\$ 55,116	\$ 56,478	\$ 58,105	\$ 59,546	\$ 60,407	\$ 61,267	\$ 62,126
6	\$ 54,141	\$ 55,863	\$ 57,131	\$ 58,484	\$ 60,107	\$ 61,559	\$ 62,419	\$ 63,278	\$ 64,138
7	\$ 56,107	\$ 57,728	\$ 59,360	\$ 60,715	\$ 62,613	\$ 64,061	\$ 64,921	\$ 65,779	\$ 66,639
8	\$ 58,588	\$ 60,309	\$ 62,115	\$ 63,478	\$ 65,551	\$ 66,999	\$ 68,072	\$ 69,148	\$ 70,218
9	\$ 61,910	\$ 63,661	\$ 66,062	\$ 67,438	\$ 70,113	\$ 71,589	\$ 72,663	\$ 73,738	\$ 74,810
10	\$ 68,700	\$ 70,524	\$ 73,163	\$ 74,689	\$ 77,725	\$ 79,298	\$ 80,454	\$ 81,610	\$ 82,768
11	\$ 75,490	\$ 77,387	\$ 80,262	\$ 81,939	\$ 85,337	\$ 87,007	\$ 88,246	\$ 89,483	\$ 90,725

**Academic Salary Schedule 2019/2020**

Step/ Lane	Bachelor	B+30	Masters	M+15	M+30	M+45/CAGS	M+60	M+75	Doctorate
1	\$ 43,735	\$ 45,506	\$ 46,812	\$ 48,206	\$ 49,883	\$ 51,374	\$ 52,110	\$ 52,846	\$ 53,584
2	\$ 46,643	\$ 48,410	\$ 49,716	\$ 51,108	\$ 52,784	\$ 54,284	\$ 55,021	\$ 55,756	\$ 56,497
3	\$ 49,176	\$ 50,951	\$ 52,255	\$ 53,651	\$ 55,325	\$ 56,821	\$ 57,557	\$ 58,297	\$ 59,035
4	\$ 51,374	\$ 53,143	\$ 54,449	\$ 55,845	\$ 57,522	\$ 59,014	\$ 59,749	\$ 60,487	\$ 61,224
5	\$ 53,699	\$ 55,462	\$ 56,769	\$ 58,172	\$ 59,848	\$ 61,333	\$ 62,219	\$ 63,105	\$ 63,990
6	\$ 55,766	\$ 57,539	\$ 58,845	\$ 60,238	\$ 61,910	\$ 63,405	\$ 64,291	\$ 65,177	\$ 66,063
7	\$ 57,790	\$ 59,460	\$ 61,141	\$ 62,536	\$ 64,491	\$ 65,982	\$ 66,868	\$ 67,753	\$ 68,639
8	\$ 60,346	\$ 62,118	\$ 63,978	\$ 65,382	\$ 67,518	\$ 69,009	\$ 70,114	\$ 71,222	\$ 72,325
9	\$ 63,768	\$ 65,571	\$ 68,044	\$ 69,461	\$ 72,216	\$ 73,737	\$ 74,843	\$ 75,950	\$ 77,054
10	\$ 70,761	\$ 72,640	\$ 75,358	\$ 76,929	\$ 80,057	\$ 81,677	\$ 82,868	\$ 84,058	\$ 85,251
11	\$ 77,755	\$ 79,708	\$ 82,670	\$ 84,397	\$ 87,897	\$ 89,617	\$ 90,893	\$ 92,168	\$ 93,447

**Academic Salary Schedule 2020/2021**

<b>Step/ Lane</b>	<b>Bachelor</b>	<b>B+30</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45/CAGS</b>	<b>M+60</b>	<b>M+75</b>	<b>Doctorate</b>
1	\$ 45,047	\$ 46,871	\$ 48,216	\$ 49,652	\$ 51,379	\$ 52,915	\$ 53,673	\$ 54,432	\$ 55,192
2	\$ 48,042	\$ 49,863	\$ 51,208	\$ 52,642	\$ 54,368	\$ 55,912	\$ 56,672	\$ 57,429	\$ 58,191
3	\$ 50,651	\$ 52,479	\$ 53,823	\$ 55,260	\$ 56,985	\$ 58,526	\$ 59,284	\$ 60,046	\$ 60,806
4	\$ 52,915	\$ 54,738	\$ 56,083	\$ 57,520	\$ 59,248	\$ 60,784	\$ 61,541	\$ 62,302	\$ 63,061
5	\$ 55,310	\$ 57,126	\$ 58,472	\$ 59,917	\$ 61,643	\$ 63,173	\$ 64,086	\$ 64,998	\$ 65,910
6	\$ 57,439	\$ 59,265	\$ 60,610	\$ 62,046	\$ 63,767	\$ 65,308	\$ 66,220	\$ 67,132	\$ 68,044
7	\$ 59,524	\$ 61,244	\$ 62,975	\$ 64,413	\$ 66,426	\$ 67,962	\$ 68,874	\$ 69,785	\$ 70,698
8	\$ 62,156	\$ 63,982	\$ 65,898	\$ 67,344	\$ 69,544	\$ 71,080	\$ 72,217	\$ 73,359	\$ 74,494
9	\$ 65,681	\$ 67,538	\$ 70,085	\$ 71,545	\$ 74,383	\$ 75,949	\$ 77,088	\$ 78,228	\$ 79,366
10	\$ 72,884	\$ 74,819	\$ 77,619	\$ 79,237	\$ 82,459	\$ 84,127	\$ 85,354	\$ 86,580	\$ 87,809
11	\$ 80,088	\$ 82,100	\$ 85,150	\$ 86,929	\$ 90,534	\$ 92,305	\$ 93,620	\$ 94,933	\$ 96,251

**Appendix A**

**Vocational Salary Schedule 2018/2019**

<b>Step/ Lane</b>	<b>Cert</b>	<b>Cert+30</b>	<b>Cert+60</b>	<b>Cert+90</b>	<b>Cert+BA</b>	<b>Cert+BA+30</b>	<b>Cert+BA+45</b>	<b>Cert+BA+60</b>
1	\$ 42,461	\$ 43,183	\$ 43,846	\$ 44,628	\$ 45,351	\$ 45,995	\$ 46,641	\$ 47,287
2	\$ 45,284	\$ 46,003	\$ 46,730	\$ 47,452	\$ 48,177	\$ 48,821	\$ 49,467	\$ 50,111
3	\$ 47,744	\$ 48,468	\$ 49,163	\$ 49,916	\$ 50,638	\$ 51,282	\$ 51,926	\$ 52,572
4	\$ 49,878	\$ 50,596	\$ 51,317	\$ 52,046	\$ 52,768	\$ 53,413	\$ 54,058	\$ 54,702
5	\$ 52,135	\$ 52,859	\$ 53,581	\$ 54,303	\$ 55,026	\$ 55,885	\$ 56,741	\$ 57,603
6	\$ 54,141	\$ 54,862	\$ 55,586	\$ 56,312	\$ 57,035	\$ 57,895	\$ 58,754	\$ 59,613
7	\$ 56,107	\$ 56,821	\$ 57,584	\$ 58,307	\$ 59,687	\$ 60,549	\$ 61,406	\$ 62,266
8	\$ 58,588	\$ 59,312	\$ 60,035	\$ 60,755	\$ 61,483	\$ 62,558	\$ 63,630	\$ 64,703
9	\$ 61,910	\$ 62,644	\$ 63,382	\$ 64,120	\$ 64,856	\$ 65,933	\$ 67,006	\$ 68,081
10	\$ 68,700	\$ 69,365	\$ 70,183	\$ 71,004	\$ 71,823	\$ 72,983	\$ 74,138	\$ 75,295
11	\$ 75,490	\$ 76,087	\$ 76,985	\$ 77,888	\$ 78,792	\$ 80,031	\$ 81,270	\$ 82,509

**Vocational Salary Schedule 2019/2020**

<b>Step/Lane</b>	<b>Cert</b>	<b>Cert+30</b>	<b>Cert+60</b>	<b>Cert+90</b>	<b>Cert+BA</b>	<b>Cert+BA+30</b>	<b>Cert+BA+45</b>	<b>Cert+BA+60</b>
1	\$ 43,735	\$ 44,479	\$ 45,161	\$ 45,967	\$ 46,711	\$ 47,375	\$ 48,041	\$ 48,705
2	\$ 46,643	\$ 47,383	\$ 48,132	\$ 48,876	\$ 49,622	\$ 50,286	\$ 50,951	\$ 51,614
3	\$ 49,176	\$ 49,922	\$ 50,638	\$ 51,414	\$ 52,157	\$ 52,821	\$ 53,483	\$ 54,149
4	\$ 51,374	\$ 52,114	\$ 52,857	\$ 53,608	\$ 54,351	\$ 55,016	\$ 55,679	\$ 56,343
5	\$ 53,699	\$ 54,445	\$ 55,188	\$ 55,932	\$ 56,677	\$ 57,561	\$ 58,443	\$ 59,331
6	\$ 55,766	\$ 56,508	\$ 57,254	\$ 58,002	\$ 58,746	\$ 59,632	\$ 60,516	\$ 61,401
7	\$ 57,790	\$ 58,526	\$ 59,312	\$ 60,056	\$ 61,478	\$ 62,366	\$ 63,248	\$ 64,134
8	\$ 60,346	\$ 61,092	\$ 61,836	\$ 62,578	\$ 63,327	\$ 64,434	\$ 65,539	\$ 66,644
9	\$ 63,768	\$ 64,524	\$ 65,283	\$ 66,044	\$ 66,802	\$ 67,911	\$ 69,017	\$ 70,124
10	\$ 70,761	\$ 71,446	\$ 72,289	\$ 73,135	\$ 73,978	\$ 75,172	\$ 76,363	\$ 77,554
11	\$ 77,755	\$ 78,370	\$ 79,295	\$ 80,225	\$ 81,156	\$ 82,432	\$ 83,708	\$ 84,984

**Vocational Salary Schedule 2020/2021**

<b>Step/Lane</b>	<b>Cert</b>	<b>Cert+30</b>	<b>Cert+60</b>	<b>Cert+90</b>	<b>Cert+BA</b>	<b>Cert+BA+30</b>	<b>Cert+BA+45</b>	<b>Cert+BA+60</b>
1	\$ 45,047	\$ 45,813	\$ 46,516	\$ 47,346	\$ 48,113	\$ 48,796	\$ 49,482	\$ 50,166

2	\$ 48,042	\$ 48,805	\$ 49,576	\$ 50,342	\$ 51,111	\$ 51,795	\$ 52,479	\$ 53,162
3	\$ 50,651	\$ 51,419	\$ 52,157	\$ 52,956	\$ 53,722	\$ 54,406	\$ 55,088	\$ 55,773
4	\$ 52,915	\$ 53,678	\$ 54,442	\$ 55,216	\$ 55,982	\$ 56,666	\$ 57,350	\$ 58,033
5	\$ 55,310	\$ 56,078	\$ 56,844	\$ 57,610	\$ 58,377	\$ 59,288	\$ 60,196	\$ 61,111
6	\$ 57,439	\$ 58,203	\$ 58,971	\$ 59,742	\$ 60,508	\$ 61,421	\$ 62,332	\$ 63,243
7	\$ 59,524	\$ 60,282	\$ 61,091	\$ 61,858	\$ 63,322	\$ 64,237	\$ 65,146	\$ 66,058
8	\$ 62,156	\$ 62,924	\$ 63,691	\$ 64,455	\$ 65,227	\$ 66,367	\$ 67,505	\$ 68,643
9	\$ 65,681	\$ 66,460	\$ 67,242	\$ 68,025	\$ 68,806	\$ 69,948	\$ 71,087	\$ 72,227
10	\$ 72,884	\$ 73,590	\$ 74,458	\$ 75,329	\$ 76,198	\$ 77,428	\$ 78,653	\$ 79,880
11	\$ 80,088	\$ 80,721	\$ 81,673	\$ 82,631	\$ 83,590	\$ 84,905	\$ 86,220	\$ 87,533

## Appendix B

### Appendix C-1 Curricular Stipend Positions

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Department Heads First Year	3382	3484	3588
Department Heads Second Year	3996	4116	4239
Department Heads Third Year	4514	4650	4789
Senior Teacher First Year	423	436	449
Senior Teacher Second Year	506	521	537
Senior Teacher Third Year	651	671	691
Sped Coordinators (Elementary/Middle)	3829	3944	4062
Team Coordinators	3611	3720	3831
Ed Technology Specialists	5014	5165	5320
Dean of Girls	2488	2562	2639
Vocational Certificate Bachelors & Masters	553	570	587
Music Director High School	2240	2308	2377
Music Director Middle School	826	851	876
Team Leaders (Elementary/Middle)	3713	3824	3939
Mentors of New Teacher	989	1018	1049



Mentors of Experienced Teacher	660	679	700
x-2 Mentor	660	679	700
Curriculum Coordinator	3482	3586	3694
National Board Certified Teacher	3482	3586	3694

**Appendix C-2  
Athletic Stipend Positions 2018-2019**

	Steps				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football Head Coach	5078	5878	6682	7485	8932
Football Assistant Coach	2943	3341	3743	4279	5182
Field Hockey Head Coach	2138	2674	3208	3743	4610
Field Hockey Assistant Coach	1471	1876	2271	2674	3315
Boys & Girls Soccer Head Coach	2138	2674	3208	3743	4610
Boys & Girls Soccer Assistant Coach	1471	1876	2271	2674	3315
Cross Country Co-Ed Coach	2408	2813	3152	3943	5100
Golf Head Coach	1334	1605	1875	2408	3169
Volleyball Head Coach	1876	2408	2943	3475	4322
Volleyball Assistant Coach	1206	1471	1738	2138	2738
Boys & Girls HS Basketball Head Coach	3743	4543	5349	6148	7492
Boys & Girls HS Basketball Assistant Coach	2408	2810	3208	3743	4610
Boys & Girls MS Basketball Head Coach	2362	2560	2755	2952	3274
Boys & Girls MS Basketball Assistant Coach	1379	1476	1575	1675	1835
Boys & Girls Winter Track Head Coach	1876	2408	2943	3475	4322
Boys & Girls Winter Track Assistant Coach	1206	1471	1738	2138	2738
Baseball/Softball HS Head Coach	2943	3475	4011	4543	5471
Baseball/Softball HS Assistant Coach	1738	2136	2540	2943	3605
Baseball/Softball MS Head Coach	2362	2560	2755	2952	3274
Baseball/Softball MS Assistant Coach	1379	1476	1575	1675	1835
Boys & Girls Track Head Coach	2943	3475	4011	4543	5471
Boys & Girls Track Assistant Coach	1738	2136	2540	2943	3605
Boys & Girls Tennis Head Coach	1334	1605	1876	2408	3169
Cheerleading HS Football Head Coach	1181	1280	1379	1476	1586
Cheerleading HS Basketball Head Coach	1575	1675	1772	1873	1986
Cheerleading HS Competition Head Coach	590	689	788	887	993
Cheerleading MS Head Coach	987	1082	1181	1329	1488
Intramural Club Program Director K-8	2166	2362	2560	2755	2973
Intramural Sports 2Hr Sessions	73	-	-	-	-
Swim Team Head Coach	3061	-	-	-	-
Wrestling Team Head Coach	1858	-	-	-	-
Hockey Team Head Coach	-	-	-	-	-

**Appendix C-2  
Athletic Stipend Positions 2019-2020**

	<b>Steps</b>				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football Head Coach	5230	6055	6882	7709	9199
Football Assistant Coach	3031	3441	3856	4408	5337
Field Hockey Head Coach	2202	2754	3304	3856	4749
Field Hockey Assistant Coach	1516	1933	2339	2754	3414
Boys & Girls Soccer Head Coach	2202	2754	3304	3856	4749
Boys & Girls Soccer Assistant Coach	1516	1933	2339	2754	3414
Cross Country Co-Ed Coach	2480	2897	3247	4061	5253
Golf Head Coach	1374	1653	1932	2480	3264
Volleyball Head Coach	1933	2480	3031	3580	4452
Volleyball Assistant Coach	1242	1516	1790	2202	2820
Boys & Girls HS Basketball Head Coach	3856	4679	5509	6333	7717
Boys & Girls HS Basketball Assistant Coach	2480	2894	3304	3856	4749
Boys & Girls MS Basketball Head Coach	2433	2637	2837	3041	3372
Boys & Girls MS Basketball Assistant Coach	1421	1521	1622	1725	1890
Boys & Girls Winter Track Head Coach	1933	2480	3031	3580	4452
Boys & Girls Winter Track Assistant Coach	1242	1516	1790	2202	2820
Baseball/Softball HS Head Coach	3031	3580	4132	4679	5636
Baseball/Softball HS Assistant Coach	1790	2200	2616	3031	3713
Baseball/Softball MS Head Coach	2433	2637	2837	3041	3372
Baseball/Softball MS Assistant Coach	1421	1521	1622	1725	1890
Boys & Girls Track Head Coach	3031	3580	4132	4679	5636
Boys & Girls Track Assistant Coach	1790	2200	2616	3031	3713
Boys & Girls Tennis Head Coach	1374	1653	1933	2480	3264
Cheerleading HS Football Head Coach	1216	1319	1421	1521	1633
Cheerleading HS Basketball Head Coach	1622	1725	1825	1929	2045
Cheerleading HS Competition Head Coach	608	710	812	913	1023
Cheerleading MS Head Coach	1016	1114	1216	1369	1532
Intramural Club Program Director K-8	2231	2433	2637	2837	3063
Intramural Sports 2Hr Sessions	75	-	-	-	-
Swim Team Head Coach	3153	-	-	-	-
Wrestling Team Head Coach	1914	-	-	-	-
Hockey Team Head Coach	-	-	-	-	-

**Appendix C-2  
Athletic Stipend Positions 2020-2021**

	<b>Steps</b>				
	Step 1	Step 2	Step 3	Step 4	Step 5
Football Head Coach	5387	6236	7089	7941	9475
Football Assistant Coach	3122	3544	3971	4540	5498
Field Hockey Head Coach	2268	2837	3403	3971	4891
Field Hockey Assistant Coach	1561	1991	2409	2837	3517
Boys & Girls Soccer Head Coach	2268	2837	3403	3971	4891
Boys & Girls Soccer Assistant Coach	1561	1991	2409	2837	3517
Cross Country Co-Ed Coach	2555	2984	3344	4183	5411
Golf Head Coach	1416	1703	1989	2555	3362
Volleyball Head Coach	1991	2555	3122	3687	4585
Volleyball Assistant Coach	1279	1561	1844	2268	2905
Boys & Girls HS Basketball Head Coach	3971	4820	5674	6523	7948
Boys & Girls HS Basketball Assistant Coach	2555	2981	3403	3971	4891
Boys & Girls MS Basketball Head Coach	2506	2716	2922	3132	3473
Boys & Girls MS Basketball Assistant Coach	1463	1566	1671	1777	1947
Boys & Girls Winter Track Head Coach	1991	2555	3122	3687	4585
Boys & Girls Winter Track Assistant Coach	1279	1561	1844	2268	2905
Baseball/Softball HS Head Coach	3122	3687	4256	4820	5805
Baseball/Softball HS Assistant Coach	1844	2266	2695	3122	3825
Baseball/Softball MS Head Coach	2506	2716	2922	3132	3473
Baseball/Softball MS Assistant Coach	1463	1566	1671	1777	1947
Boys & Girls Track Head Coach	3122	3687	4256	4820	5805
Boys & Girls Track Assistant Coach	1844	2266	2695	3122	3825
Boys & Girls Tennis Head Coach	1416	1703	1991	2555	3362
Cheerleading HS Football Head Coach	1253	1358	1463	1566	1682
Cheerleading HS Basketball Head Coach	1671	1777	1880	1987	2107
Cheerleading HS Competition Head Coach	626	731	836	940	1053
Cheerleading MS Head Coach	1047	1148	1253	1410	1578
Intramural Club Program Director K-8	2298	2506	2716	2922	3155
Intramural Sports 2Hr Sessions	77	-	-	-	-
Swim Team Head Coach	3248	-	-	-	-
Wrestling Team Head Coach	1971	-	-	-	-
Hockey Team Head Coach	-	-	-	-	-

**Appendix C-3  
Activity Stipend Positions**

	2018-2019	2019-2020	2020-2021
HS Yearbook Advisor	3483	3587	3695
HS Best Buddies	1641	1690	1749
HS Newspaper Advisor	1942	2000	2071
HS Leos	1115	1149	1189
HS National Honor Society Advisor	1641	1690	1749
HS Student Government Advisor	1641	1690	1749
HS Peer Leader Advisor	1641	1690	1749
HS Freshman Advisor	643	662	685
HS Sophomore Advisor	825	850	879
HS Junior Advisor	1231	1268	1312
HS Senior Advisor	2017	2078	2152
HS Math League Advisor	2567	2644	2737
HS Photograph Advisor	1376	1417	1466
HS Art Club Advisor	847	873	904
HS Science Club Advisor	847	873	904
HS Cafeteria Monitors	2821	2906	3008
HS Robotics Team Advisor	1612	1660	1719
HS Marching Band Advisor	3837	3952	4091
HS Speech Team Advisor	1612	1660	1719
HS Foreign Language Club Advisor	783	807	835
HS Project Hope Advisor	678	698	722
HS Spirit Week Advisor	593	611	632
HS Video Club Advisor	1778	1832	1896
HS Mock Trial Advisor	1946	2005	2075
HS Majorette Advisor	1008	1038	1075
HS Flag Squad Advisor	1008	1038	1075
HS Youth Against Ignorance Advisor	678	698	722
HS Improvisation Club Advisor	678	698	722
HS Drama Club	4928	5076	5255
MS Math League Advisor	1558	1604	1660
MS Spelling Team Advisor	1558	1604	1660
MS Newspaper Advisor	1831	1886	1953
MS Grade 8 Advisor	1028	1058	1096
MS Drama Club Advisor	1558	1604	1660
MS Art Club Advisor	847	873	904
MS Student Government Advisor	1028	1058	1096
MS Jazz Club Advisor	1558	1604	1660
MS Tech/Engineering Club Advisor	1028	1058	1096
ES Chorus Club Advisor	2598	2676	2770
25 1 Hour Sessions	909	936	969
52 1 Hour Sessions	1888	1945	2014
10 2 Hour Sessions	712	734	760
7-1 Hour Sessions	254	262	272
9-2 Hour Sessions	654	674	697
Improvisation Theater	623	641	664
5-2 Hour Sessions	363	374	387
6-2 Hour Sessions	445	458	474
15-2 Hour Sessions	1090	1122	1162
33-1 Hour Sessions	1198	1234	1278

20-2 Hour Sessions	1453	1496	1549
HS Summer School Advisor	1589	1637	1694
HS Skills USA Advisor	3464	3568	3694
HS DECA Advisor	3464	3568	3694
HS Summer School Director	2309	2379	2462
35 1-Hour Sessions	1246	1284	1329
50 1-Hour Sessions	0	0	0
15 1- Hour Sessions	0	0	0

**Appendix D  
Non-Degree Nurse Salary Schedule**

Step	2018-2019	2019-2020	2020-2021
1	37134	38248	39396
2	39956	41155	42390
3	42417	43690	45001
4	44549	45886	47262
5	46806	48210	49656
6	49792	51285	52824

**Appendix E  
Educator Evaluation**

**1. Purpose of Educator Evaluation**

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

- iii. Recognize excellence in teaching and leading.
  - iv. Set a high bar for professional teaching status.
  - v. Shorten timelines for improvement.
  - vi. Evaluator success is determined by educator/evaluatee success
  - vii. Unless otherwise demonstrated, all Professional Teacher Status (PTS) educators as determined by the district are assumed to be proficient and dedicated to improvement
  - viii. The central mission of the District is student learning and the evaluation system will be designed to enhance that goal through teacher feedback, support, and development.
- D. An Educator Evaluation Committee made up of educators, administrators, and school committee members will meet regularly to revisit the Educator Evaluation Frameworks as outlined in Appendix E of the Collective Bargaining Agreement.

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, including but not limited to, school nurses, guidance counselors, speech and language pathologists, occupational therapists, physical therapists, and board certified behavioral analysts, and some reading specialists and special education teacher.
- C. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E. **Coaching:** The practice of supporting staff through the process of achieving specific personal and professional goals
- F. **\*District-determined Measures:** -No longer applicable.
- G. **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H. **\*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 with input from the educator of at least 45-90 school 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.

I. **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.

J. **\*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").

K. **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. Upon vacancy of the evaluator's position, the superintendent will reassign as needed. 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.

**Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

i. **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. The Supervising Evaluator may be the primary Evaluator or his/her designee.

ii. **Contributing Evaluator** shall contribute to the evaluation through observations and make recommendations to the Primary Evaluator. Contributing Evaluators will be designated at the start of the evaluation cycle or mid-cycle if mutually agreed upon. Contributing Evaluators shall contribute to the evaluation of Nonprofessional Status teachers through unannounced or announced observations of practice. Depending upon the building, the Contributing Evaluator may be the Building Principal, the Assistant Principal, or a Department Head/Curriculum Coordinator. In grades Pre-K through 8 either building administrator can be a Contributing Evaluator. In the High School, the building Principal and the Department Head/Curriculum Coordinator can be designated as a Contributing Evaluator. Observations made by said Contributing Evaluators shall not constitute more than fifty percent of the overall observations of practice during any yearly cycle.

iii. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

L. **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.

M. **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).

N. **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

O. **\*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.

P. **\*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.

Q. **\*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.

R. **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

S. **Multiple Measures of Student Learning:** Measures must include a combination of assessments.

T. **\*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 will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

U. **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”).

V. **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

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

i.**Proficient:** the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

ii.**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.

iii.**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.

W. **\*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.

X. **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41. Educators with PTS shall be considered in a new assignment when teaching under a different license, a new discipline (subject), a new school, or 3 or more grade levels above or below their assignment.

Y. **Rating of Educator Impact on Student Learning:** –No longer applicable.

Z. **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:

.Standard 1: Curriculum, Planning and Assessment

i.Standard 2: Teaching All Students



ii. Standard 3: Family and Community Engagement

iii. Standard 4: Professional Culture

iv. Attainment of Professional Practice Goal(s)

v. Attainment of Student Learning Goal(s)

AA. **\*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:

.Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

i. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

ii. Elements: Defines the individual components under each indicator

iii. Descriptors: Describes practice at four levels of performance for each element

BB. **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

CC. **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

DD. **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

EE. **\*Trends in student learning:** More than one data point over time.

### 3. Evidence Used In Evaluation

Evidence is used to facilitate a conversation between the evaluator and the educator. As such, it is important for both parties to discuss the types of evidence needed to determine ratings. To ensure a mutually beneficial relationship between the evaluator and educator, as part of its role, the Educator Evaluation committee will provide yearly, on-going guidance on this topic.

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

A. Multiple measures of student learning, growth, and achievement, which shall include:

i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii.- Common measures 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, capstone projects, 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:

.Unannounced observations of practice of any duration.

i. 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.

ii. Examination of Educator work products, such as, but not limited to newsletters, curriculum units and products, assessments, lessons, reports, phone logs, presentations, and professional development.

iii. Examination of student work samples.

C. Evidence relevant to one or more Performance Standards, including but not limited to:

.Evidence compiled and presented by the Educator, including :

a. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to district, school, and/or individual goals, contributions to the school community and professional culture;

b. Evidence of active outreach to and engagement with families;

i. Evidence of progress towards professional practice goal(s);

ii. Evidence of progress toward student learning outcomes goal(s).

Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator has shared with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### 4. **Rubric**

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

#### 5. **Evaluation Cycle: Training**

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent and the Educator Evaluation Committee 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 and the Educator Evaluation Committee shall determine the type and quality of the learning activity based on guidance provided by ESE.

#### 6. **Evaluation Cycle: Annual Orientation**

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:

- A. Provide an overview of the evaluation process, including goal setting and the educator plans.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A. Completing the Self-Assessment

i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by November 1<sup>st</sup> 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

.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.

i. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by November 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.

ii. 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.

iii. 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.

iv. 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**

. 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. Goals may be revised with the approval of the Supervising Evaluator. See Sections 15-19 for more on Educator Plans.

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

B. Educator Plan Development Meetings shall be conducted as follows:

.Educators may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 15th of the each academic year to develop their Educator Plan. Educators should provide a draft of the plan at least 3 days in advance of the meeting. Educators shall not be expected to meet during the summer hiatus.

i.For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 15<sup>th</sup> or within six weeks of the start of their assignment in that school

ii.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.

C. The Evaluator approves the Educator Plan by November 15th. The Educator shall sign and date the educator plan upon receipt. Within 5 school days of its receipt the educator may submit a written response. The Educator's signature indicates that the Educator received the plan. 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 - Educators without PTS**

. In the first year of practice or first year in the district

.The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

i.The Educator shall have at least six unannounced observations during the school year by the evaluator.

ii.Contributing Evaluators may provide feedback for evidence (see definition of Contributing Evaluator).

A. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

.The Educator shall have at least five unannounced observations during the school year. Announced observations could occur at the discretion of the evaluator or request of the educator.

i.Contributing Evaluators may provide feedback for evidence (see definition of Contributing Evaluator).

#### 10. **Evaluation Cycle: Observation of Practice— Educators with PTS**

. The Educator whose overall rating is proficient or exemplary must have at least three unannounced observation per year.

A. 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 per month.

B. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. The Evaluator shall determine the number and frequency of the observations, but in no case, for improvement plans of one year, shall there be less than one announced and four unannounced observations.

## 11. Observations

The Evaluator's first observation of the Educator should take place by November 1<sup>st</sup>. Observations required by the Educator Plan should be completed by June 1<sup>st</sup>. The Evaluator may conduct additional observations after this date.

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

### A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, walkthroughs, or any other means agreed upon by the evaluator, principal, superintendent or other administrator and the Association.
- ii. 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 through one of the following means: in person, by email, via another electronic means with notification of the availability of the document, placed in the Educator's mailbox or mailed to the Educator's home.
- iii. Any observation or series of observations leading to one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by a coaching session followed by at least one announced observation of at least 30 minutes in duration within 30 school days.

### B. Announced Observations

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.

- i. The Evaluator with input from the educator 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.
- ii. 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.
  - a. 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.
  - b. 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.
- iii. 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.
- iv. 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:

- . Describe the basis for the Evaluator's judgment.
- a. Describe actions the Educator should take to improve his/her performance.
- b. Identify support and/or resources the Educator may use in his/her improvement.
- c. 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 commendations and/or 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 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. The Evaluator and the Educator will meet to discuss the Formative Assessment Report. A Collaboration Tool may be used to facilitate discussion and record ideas.

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, to the Educator's school mailbox, home, or via electronic means with notification of the availability of the document.

G. The educator shall sign and date the Formative Assessment upon receipt. The educator's signature indicates that the educator received the plan. The signature does not indicate agreement or disagreement with its contents.

H. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The reply will be attached to the formative assessment.

I. As a result of the Formative Assessment Report, the Evaluator with input from the educator may change the activities in the Educator Plan.

J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E. The Evaluator and the Educator will meet to discuss the Formative Evaluation Report. A Collaboration Tool may be used to facilitate discussion and record ideas.
- F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report.
- G. The educator shall sign and date the Formative Evaluation upon receipt. The educator's signature indicates that the educator received the plan. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Evaluation Report within 10 school days of receiving the report. The reply will be attached to the formative assessment.
- I. As a result of the Formative Evaluation Report, the Evaluator with input from the educator may change the activities in the Educator Plan.
- J. 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**

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 June 1<sup>st</sup>.

- A. 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.
- B. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- C. 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.
- D. 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.
- E. 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.
- F. To be rated unsatisfactory overall, the Educator shall, at a minimum, have been rated unsatisfactory on either the Curriculum, Planning and Assessment or the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email, to the Educator's school mailbox, home, or via electronic means with notification of the availability of the document, no later than June 1<sup>st</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 1<sup>st</sup>.
- K. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 6<sup>th</sup>.
- 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 10<sup>th</sup>. 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 be attached to the final Summative Evaluation report.
- O. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15. Educator Plans – General**

. 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.

A. 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.

B. It is the Educator's responsibility to attain the goals in the Plan and to participate in trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**16. Educator Plans: Developing Educator Plan**

. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

A. The Educator shall be evaluated at least annually.

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

. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and 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.

A. - A One-year Self-Directed Growth Plan is no longer applicable

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

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

A. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. Educator input is welcomed.



B. 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>.

C. 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.

D. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19. Educator Plans: Improvement Plan**

. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

A. 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 school 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 of a reasonable nature that occur during the summer before the next school year begins.

B. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

C. 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.

D. 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.

E. The Improvement Plan process shall include:

.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. Educator input is welcomed.

i.The Educator may request that a representative of the Teacher’s Association attend the meeting(s).

ii.If the Educator consents, the Employee Association will be informed that an Educator has been placed on an Improvement Plan.

F. The Improvement Plan shall:

.Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

i.Describe the activities and work products the Educator must complete as a means of improving performance;

ii.Describe the assistance that the district will make available to the Educator;

iii.Articulate the measurable outcomes that will be accepted as evidence of improvement;

iv.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);

v.Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vi.Include the signatures of the Educator and Supervising Evaluator.

G. 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.

H. Decision on the Educator’s status at the conclusion of the Improvement Plan. 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:

.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.

i.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.

ii.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.

iii.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 Section 20**

Please note: If any dates fall on weekend days, the date reverts to the preceding Friday.

**A. Educators without PTS on One Year Plans/or Educators on 1 year Improvement Plans**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	September 20
Educator submits self-assessment and proposed goals	November 1
Evaluators complete first observation. Evaluators provide coaching session for first year teachers.	November 1
Evaluator meets with Educators in teams or individually to agree on goals	November 15
Educator reviews evidence on standards and progress towards goals	January 5
Evaluators provide second coaching session for first year teachers. Evaluators provide one coaching session for 2 <sup>nd</sup> -3 <sup>rd</sup> year educators without PTS. Evaluators complete at least 3 observations.	January 31
Evaluator holds Formative Assessment Meetings and Evaluator completes mid-cycle Formative Assessment Reports.	February 15
Educator reviews evidence on standards and progress toward goals.	April 30
Evaluator completes Summative Evaluation Reports	June 1
Evaluator conducts Summative Evaluation Meetings	June 6
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 10

**B. Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Educator submits self-assessment and proposed goals	November 1
Evaluator meets with Educators in teams or individually to agree on goals	November 15
Evaluators complete first observation.	December 1
Evaluator completes unannounced observation(s).	Any time during the 2-year evaluation cycle
Educator reviews evidence on standards and progress toward goals	April 30 of Year 2 May 15 of Year 1
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting	June 1 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meetings	June 6 of Year 2
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 10 of Year 2

**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.

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

District Determined Measures (DDMs) as previously required to gauge each educator’s impact on student learning is no longer applicable based on 2017 DESE determination.

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

The Educator shall establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan. No student will be required to provide his/her identity in the feedback mechanism. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. Upon request, the educator will explain how the feedback has informed his/her self-assessment and goal setting.

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

Administrators shall establish a feedback mechanism for Educators under prior to the end of the current educator plan. No Educator will be required to provide his/her identity in the feedback mechanism. The feedback will be used solely by the Administrator to inform his/her self-assessment and goal setting for the subsequent educator plan. Upon request by the Evaluator, the Administrator will explain how the feedback has informed his/her self-assessment and goal setting.

**25. General Provisions**

- A) Only Administrators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Open and honest discussion about an educator's performance is expected and it is advised that evaluators and educators meet to discuss any disagreements that arise.
  - i. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall performance rating of unsatisfactory:
  - ii. The Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor or designee(s) must meet with the Educator.
  - iii. The Evaluator may attend any such meeting at the discretion of the Superintendent. Initiating this meeting does not preclude an educator from following the grievance procedures outlined in this agreement.
  - iv. Results from the review of the disagreement may include but are not limited to: a re-designation of the primary evaluator, a change in the previously assigned rating, or amendment to written evidence.
- E) The parties agree to establish a joint labor-management evaluation team called the Educator Evaluation Committee, which shall review the evaluation processes and procedures annually and recommend adjustments to the parties.
- F) Violations of this –Appendix 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.