

AGREEMENT

BETWEEN THE

MONSON SCHOOL COMMITTEE

AND THE

MONSON TEACHERS' ASSOCIATION, INC. - M.T.A.

UNIT A

2018-2021

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AGREEMENT

This Agreement is made and entered into by and between the School Committee of Monson (hereinafter referred to as the "Committee") and the Monson Teachers' Association (hereinafter referred to as the "Association").

PREAMBLE

Recognizing that our primary purpose is to provide education of the highest possible quality for the children of Monson, and recognizing that the establishment and maintenance of the highest possible educational and professional standards are essential to the good morale of the professional staff and students of Monson, to this end, the parties to this Agreement will cooperate in adhering to the principles and procedures as set forth in this Agreement.

ARTICLE I RECOGNITION - UNIT A

The Monson School Committee recognizes the Monson Teachers' Association - M.T.A. for purposes of collective bargaining as the exclusive representative of a unit consisting of all professional employees of the Monson Public Schools and full-time and regular part-time nurses, including: teachers-regular and full-year, part-time teachers, counselors, media specialists, school adjustment counselors, occupational therapists and speech and language specialists but excluding: all Unit B personnel, the principals, the Superintendent, substitute teachers, Director of Business Service, Director of Curriculum and Instruction, and all other employees of the Monson School Department. Unless otherwise indicated, the professional teaching employees in the above unit will, wherever applicable, be hereinafter referred to as the teachers. Except as otherwise specifically provided for in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

ARTICLE II NEGOTIATION PROCEDURE

- A. 1. Not later than November 15, 2020, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, standards of productivity and performance and other terms and conditions of their employment. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.
2. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association for inspection all records of the School System concerning salaries paid to teachers. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 1078 of the Acts of 1973 or any amendments thereto will be followed.
- B.
 1. In the event that either the Association or the Committee desires to make any proposal, the subject matter of which is not covered by the terms of this Agreement, they may submit such proposal in writing to the opposite party. Said opposite party shall acknowledge receipt of such proposal within three (3) working days. If mutually agreed, negotiation on said proposal shall commence within fifteen (15) working days after receipt of said proposal.
 2. Said negotiation shall be governed by Massachusetts General Laws Chapter 150E, and pertinent provisions of this Agreement.
 - C. If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a cause for complaint based upon an alleged event or alleged condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A day shall be calendar day exclusive of weekends, holidays, and vacation periods.

B. Purpose

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees as covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the alleged grievance involved at the procedural level involved.

2. Nothing in this Agreement shall prevent any employee from individually presenting any alleged grievance to his/her employer provided it affects him personally, and further provided that the employer notify the Association of such meeting in writing, and the Association will have the right to attend such meeting.

C. Procedure

1. Since it is important that the grievance be processed as rapidly as possible, every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. All time limits will be considered maximum unless extended by both parties and will exclude weekends, holidays and vacation periods.
3. Level One: The employee shall submit a written grievance to the building principal within twenty (20) days from the date of occurrence.

Upon receipt of the written grievance the building principal shall meet with the employee within seven (7) days to possibly resolve the grievance.

4. Level Two: If not satisfied, the employee shall submit a written grievance to the Superintendent within seven (7) days of the building principal's meeting.

Upon receipt of the written grievance, the Superintendent shall meet with the employee within seven (7) days to possibly resolve the grievance.

5. Level Three: If not satisfied, the employee shall submit a written grievance to the School Committee within seven (7) days of the Superintendent's meeting.

Upon receipt of the written grievance, the School Committee shall meet with the employee within twenty (20) days to possibly resolve the grievance.

The School Committee shall inform, in writing, the employee whether the grievance was denied by them, within three (3) days of the Level Three meeting.

6. Level Four: The Association shall inform, in writing, the School Committee of its intent to arbitrate within twenty (20) days of receiving the School Committee's letter denying the grievance.

The Association and the School Committee shall submit the grievance to the American Arbitration Association within thirty (30) days.

The expenses of the arbitration shall be shared equally by the parties and the award rendered shall be final and binding upon the School Committee, the Association and the employee.

D. Time Limits

Whenever action is required under Section C, and its subdivisions and Section E.4., it shall be taken exactly as required by the terms of this Agreement unless it is shown by the employee, the Monson Teachers' Association, Inc. or the School Committee that it could not be taken at the time or times specified and that it was taken as soon as practicable.

E. Miscellaneous

1. All meetings under the grievance procedure shall be under executive session, unless otherwise agreed by all parties in interest.
2. No written communication, other document or record relating to any alleged grievance shall be filed in the personnel file maintained by the School Department of Monson for any employee involved in presenting an alleged grievance. However, a copy of such an alleged grievance and disposition thereof shall be kept on file in the School Department and with the Association.
3. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the grievance procedure.
4. Decisions rendered as a result of a grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
5. If a representative is designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he will, upon notice to his principal or to the Superintendent by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary, will be accorded the same right. The Association agrees that these rights will not be abused.
6. If in the judgment of the Association a grievance affects a teacher or a group of teachers in one or more schools, the Association may submit such grievance in writing to the Superintendent directly where the settlement of said grievance is beyond the scope of authority of the Principal and the processing of such grievance will be commenced at Level Two. The Association shall have the right to process a grievance on behalf of a teacher or group of teachers through the established levels of the grievance procedure.

ARTICLE IV
TEACHING HOURS AND TEACHING LOAD
ELEMENTARY AND SECONDARY

- A. 1. Effective with the commencement of the 2018-2019 school year, the total required reporting time for all teachers and nurses shall be seven (7) hours. The additional fifteen (15) minutes shall be used as team time.
2. The starting and dismissal times for students will be as follows:
- | | |
|------------------|-----------------------|
| Elementary | 8:55 a.m. – 3:10 p.m. |
| Middle School | 7:48 a.m. – 2:18 p.m. |
| Secondary School | 7:35 a.m. – 2:05 p.m. |
3. 7:20 a.m. – 2:20 p.m. - HS
7:30 a.m. – 2:30 p.m. - MS
8:20 a.m. – 3:20 p.m. – ES
- The above are the reporting times and end of work day times for bargaining unit members.
4. Said starting and dismissal times are subject to modification by the District Administration Leadership Team; provided, however, that no such modification will increase the length of the teacher's workday.
5. In case of emergency, the flexibility of the schedule shall be at the discretion of the administration.
- B. On the last day of the scheduled school week and on days before school holidays, teachers may leave the school directly after dismissal of students, provided they are not otherwise obligated.
- C. Principals shall have the discretion to permit teachers to leave the building under circumstances, which the principals deem necessary.
- D. 1. Teachers will continue to cooperate with the Monson Public Schools in giving reasonable time without additional compensation to attend meetings within the school. Under normal circumstances, these meetings will be held no more than once per month for up to one (1) hour each.
2. All teachers will be required to attend two (2) evening meetings each year. These evening meetings will be no longer than two (2) hours. Upon advance approval of administration, teachers may volunteer to attend a third (3rd) evening meeting and will be compensated at the hourly workshop rate for said attendance. One-half (1/2) hour of each evening meeting shall be devoted to teacher preparation for the evening meeting. Attendance at other evening meetings is encouraged by the Committee, but will be at the option of the individual teacher.

- E. 1. a. The work year for teachers will be one hundred eighty-six (186) days, including one hundred eighty (180) instructional days, one (1) orientation day and fifty-three (53) hours of non-instructional time as defined in Article IV, Section L.

Professional development days will not be scheduled on weekends, legal holidays or during school vacations. Nurses shall work five (5) additional work days before the regular work year.

- b. The work year of teachers, including orientation, will begin no earlier than August 25 and will begin on the day prior to the first day of the school year. The last work day will be one-half (1/2) day with students and one-half (1/2) day of non-instruction assignment.

- c. The work year of guidance personnel, librarians/media specialists and occupational therapists may be extended beyond that specified above. Other teaching personnel may be asked, but are not required, to extend their work year. If the working year of any personnel covered by Unit A is extended beyond the working year as stated above, the concerned personnel will be compensated for any such work at the rate of 1/181 of their annual contract salary prorated on a normal workday for hours actually worked. Effective September 1, 1996, such work will be compensated at the rate of 1/183 of the annual contract salary. Effective September 1, 1997 such work will be compensated at the rate of 1/186 of the annual contract salary.

Notification of additional working time for all personnel will be given to the concerned personnel in writing by the Superintendent of Schools. Normally, the notification will be prior to the end of the work year for teachers.

- 2. When the teacher's duties for the school year are completed, said teacher may be released by the principal of the building involved subject to the approval of the Superintendent of Schools. The school year will include days when pupils are in attendance and any other day on which teacher attendance is required by contract. Teachers of graduating seniors shall not be released until the school year of the underclassmen is completed.

- F. The School Committee will consult with the Association before formulating a school calendar. The Superintendent of Schools will submit the proposed school calendar for the following school year to the President of the Monson Teachers' Association, Inc. on or before March 1. The Association will make any recommendations to the Superintendent regarding said calendar on or before April 1.

- G. Non-teaching duties will be scheduled in an equitable manner by the Superintendent or Principal. Teachers may designate preference(s) in writing to the Principal or the Superintendent of Schools. No teacher will be assigned lunch duty, except in the case of emergency.

- H. The Superintendent will consult with the Association before making a decision regarding the making up of days lost due to the emergency closing of schools.
- I. The Superintendent, through the Principal, will notify, and seek input from, the Association before making a decision concerning the elimination of, or addition to, classroom or office space.
- J. Orientation Day (first workday) shall consist of morning meetings with the Superintendent, Association President, Principals and/or their designees. A minimum of two and one-half (2.5) hours shall be reserved for teachers to prepare for the opening day of school for students.
- K. Teachers assigned to more than one building will be allowed up to twelve (12) minutes travel time between buildings.

ELEMENTARY

1. Aides will be provided at Quarry Hill Community School as follows and under the following conditions:

Aides will be provided at Quarry Hill Community School during all recesses to assist in supervising students and performing other non-janitorial duties as assigned by the principal.
2. There will be a combined daily students' lunch and recess period of thirty-five (35) minutes. Recess periods are those periods when students are not normally receiving academic instruction. Teachers may be assigned limited supervisory duties on an equitable basis, whenever possible, during this five (5) minute time period.
3. Every teacher shall have a lunch period of at least thirty (30) minutes free of all duties, except in cases of emergency. Teachers who sign out will not be restricted from leaving their respective buildings during their lunch period but must be back in sufficient time upon completion of their lunch period to perform their duties properly.
4. Teachers will have five (5) forty-five (45) minute preparation periods per week. In addition, teachers will have thirty-five (35) minutes of team planning time two (2) days per full week, and fifteen (15) minutes of team planning time three (3) days per full week. Preparation periods and team planning will be continuous in length. Team planning time will be teacher driven and should include time for collaboration, lesson planning, analysis of student work and other tasks that ensure a shared, viable curriculum and may include administrative input. The parties agree to reopen the Agreement to discuss the amount of preparation and team planning time in the event of school building consolidation.
5. Collection of lunch monies will not be the responsibility of teachers.

6. In case of an emergency, the flexibility of the schedule shall be at the discretion of the administration.
7. Teachers will be required to remain after school for one (1) forty-five (45) minute period one (1) day each week for the purpose of extra help for students. Building principals will assign a specific day of the week school-wide for extra help.

MIDDLE SCHOOL

1. Every teacher shall have the right to a minimum one-half (1/2) hour duty-free lunch period, except in cases of emergency. Teachers who sign out will not be restricted from leaving their respective building during their lunch period but must be back in sufficient time upon completion of their lunch period to perform their duties properly.
2. Teachers, except those teaching in the Specials program, will have at least one (1) daily preparation period of not less than forty-five (45) minutes and one (1) daily team planning time of not less than thirty (30) minutes.
 - a. Special teachers will have at least one (1) daily preparation period of not less than forty-five (45) minutes and one (1) daily team planning time of not less than twenty (20) minutes.
3. Teachers will be required to remain after school for one (1) forty-five (45) minute period one (1) day each week for the purpose of extra help for students. Each teacher will choose a specific day of the week for extra help.
4. Every effort shall be made to maintain a schedule whereby extracurricular activities, intercommunication systems, health examinations, assemblies, etc., do not conflict with the operation of the regular instruction period of the day.
5. In case of an emergency, the flexibility of the schedule shall be at the discretion of the administration.
6. Coaches who teach academic subjects will not be exempt from the provisions in item 3, preceding.

HIGH SCHOOL

1. Every teacher shall have the right to a minimum one-half (1/2) hour duty-free lunch period, except in cases of emergency. Teachers who sign out will not be restricted from leaving their respective building during their lunch period but must be back in sufficient time upon completion of their lunch period to perform their duties properly.
2. Teachers will not be assigned more than four (4) equal periods per day, consisting of at least one (1) preparation period and not more than three (3) teaching periods.

3. High School teachers will not be required to teach more than two (2) disciplines nor more than a total of three (3) teaching preparations within said disciplines at any one time, without their consent.
4. Every effort shall be made to maintain a schedule whereby extracurricular activities, intercommunication systems, health examinations, assemblies, etc., do not conflict with the operation of the regular instruction period of the day.
5. In case of an emergency, the flexibility of the schedule shall be at the discretion of the administration.
6. Teachers will be required to remain after school one (1) forty-five (45) minute period one day each week for the purpose of extra help for students. Building principals will assign a specific day of the week for extra help, by departments.
 - a. Teachers will be assigned on a rotating basis to supervise detention of students who remain after school for the violation of School Committee rules.
7. Coaches who teach academic subjects will not be exempt from the provisions in item 6, preceding.

SHARED TEACHERS

1. A shared teacher is defined as a teacher who teaches in more than one building per day.
2. Every teacher shall have the right to a minimum one-half (1/2) hour duty-free lunch period, except in cases of emergency. Teachers who sign out will not be restricted from leaving their respective building during their lunch period but must be back in sufficient time upon completion of their lunch period to perform their duties properly.
3. Shared teachers will be assigned preparation time equal to that provided in the school where most instructional time occurs on a daily basis.
4. Shared teachers will not work more than seven (7) hours per day.
5. Shared teachers will only attend meetings as required in this Article IV, Sections D-1, and D-2 in the school where most of their instructional time occurs on a daily basis or as agreed upon by the principals based on building needs. Any change will require a 30-day notice.
6. Non-teaching duties will be assigned in only one building.
7. Shared teachers will be allowed up to twelve (12) minutes travel time between buildings.

SECTION L.

All teachers are required to participate in at least fifty-three (53) hours of non-instructional time for:

- 18 hours – three professional development days (6 hours each)
- 4 hours – two evenings at 2 hours/evening
- 10 hours – faculty meetings (1 hour each)
- 2 hours – mandatory trainings
- 12 hours – extended days
- 7 hours – non-directed time

ARTICLE V SPECIALIST, SPECIAL PROGRAMS, AND CLASS SIZE

- A. The Committee and the Association recognize that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, the Committee agrees, to the extent practicable, and consistent with the size of the school and the availability of special skills among the regular teaching staff, to use federal, state and budgeted funds to employ as rapidly as possible sufficient professional personnel to meet the requirements of state laws:

Remedial Reading, Home Bound Tutoring, Music, Speech and Hearing, School Psychologists and Teachers of Art, Physical Education, Psychological Examiners, Social Workers, Guidance Counselors and Teachers of Special Needs.

- B. Consistent with the availability of classrooms and the availability of funds and competent professional personnel, class size of twenty-five (25) pupils will be maintained wherever possible.

When this class size is not maintained, the matter will be discussed between the Association and the School Committee or its designees in an effort to arrive at a satisfactory solution.

Building principals will notify the Superintendent as soon as a class size exceeds twenty-five (25) pupils. The Superintendent will forward this information to the Association President so that the procedures in this Section B will be followed.

In any event, at least two (2) weeks before the teacher orientation day for the upcoming school year, the Superintendent will notify the Association President whether it is anticipated that a class size will exceed twenty-five (25) pupils.

- C. The School Committee and the Association recognize that planned educational programs such as assemblies, speakers and field trips are an integral part of a well-rounded curriculum. In order to provide enriched programs for the students at both elementary and secondary levels, a sum of money will be appropriated each year.

ARTICLE VI
TEACHING ASSIGNMENTS

- A. The master schedule for the High School must be completed by June 1. Adjustments may be made where necessary after June 1.
- B. Teachers will be notified in writing of their assignments for the coming school year including the schools to which they will be assigned, the grade and/or subjects they will teach, the approximate number of students in any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than June 1.
- C. In order to assure that pupils have opportunities to learn from qualified teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor field of study except in accordance with the applicable regulation (20% in 1995) of the Department of Education.
- D. Change in grade assignment in the elementary schools and in subject assignment in the secondary schools, will be voluntary wherever possible.
- E. Qualified teachers within the system desiring a change in grade or subject assignment shall be given every consideration when vacated or newly-created positions are filled.

ARTICLE VII
TEACHER EVALUATION

- A. The evaluation procedures and forms for all Unit members are located in Appendix E.
- B. The Association and School Committee have negotiated and ratified a new evaluation process for teachers based on the Massachusetts Department of Elementary and Secondary Education (DESE) model evaluation system as well as the requirements set forth in the DESE regulations (603 CMR 35.00 et seq.)
- C. Section 1 below provides information and some agreements reached by the parties regarding the new evaluation process in Appendix E.
 - 1. Teacher Evaluation
 - a) Each teacher will administer student surveys on a yearly basis if on a one-year plan, and on the first year of a two-year plan. Teachers will include the results of the student surveys as a piece of evidence for their formative and summative evaluations. Student survey data will not impact the overall teacher rating. It will merely be used to inform professional practice and stimulate dialog with their evaluator. The DTLC will work with teachers to develop the student survey questions.

2. a) The purpose of the evaluation procedure is to provide an ongoing process of defining goals and identifying, gathering and using information as part of the process to improve professional performance and to assess total job effectiveness and make personnel decisions. Evaluation will be conducted openly and with full knowledge of the teachers. The supervision instrument will be distributed to all staff prior to conducting any evaluation.
- b) The teacher will be notified in writing of his/her primary evaluator and supervising evaluator, if any, at the outset of each new evaluation cycle. The evaluator may be changed upon notification, in writing, to the teacher.
3. All teachers will be on a five (5) component evaluation cycle that will consist of: 1) Self-Assessment; 2) Goal Setting and Educator Plan Development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

A teacher's evaluation cycle, length and plan will be determined by the following:

- a) Developing Educator Plan – All teachers without PTS; or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. – Annual Evaluations.
 - b) Self-Directed Growth Plan – All teachers with PTS who have an overall rating of: “proficient” or “exemplary,” and after 2013-2014 whose impact on student learning is moderate or high – Two- (2) year evaluation plan.
- or
- Any teacher with PTS who has an overall rating of “proficient” or “exemplary,” and after 2013-2014, his/her impact on student learning is low- One-year evaluation plan
- c) Directed Growth Plan – All teachers with PTS whose overall rating is “needs improvement” – Annual Evaluation
 - d) Improvement Plan – All teachers with PTS whose overall rating is “unsatisfactory” - Improvement Plan defines the evaluation which is between thirty (30) school days and one (1) school year.
 4. All unannounced and announced observations will be conducted according to the evaluation procedures ratified by the parties. Teachers will be provided with at least brief written feedback from the Evaluator within three (3) to five (5) school days after the observation.
 5. Teachers will sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates the teacher received the Formative

Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

6. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the teacher face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

The teacher will sign the Summative Evaluation no later than June 15th. The signature indicates the teacher received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

The teacher shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report (See Appendix E).

7. Only administrators who are licensed may serve as primary evaluators of teachers.
8. Evaluators shall not make negative comments about the teacher'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 a teacher.
9. The Superintendent is responsible for ensuring that Evaluators have training in the principles of supervision and evaluation.
10. Should there be a serious disagreement between the teacher and the Evaluator regarding an overall summative performance rating of "unsatisfactory," the teacher may meet with the Evaluator's supervisor to discuss the disagreement. Should the teacher request such a meeting, the Evaluator's supervisor must meet with the teacher. The Evaluator may attend any such meeting at the discretion of the Superintendent.
11. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties.

Additionally, this team will address the reopener sections when DESE issues regulations for these sections.

12. Violations of this article and Appendix E 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 a teacher, then no financial remedy or reinstatement shall issue if there was substantial compliance.

- D. Teachers will have the right, upon advance written request, to review the contents of their personnel file and have copies made of the contents. Such requests shall be made during office hours, and the teacher will be entitled to have a representative of the Association accompany him during such review. An Administrator, or his designee, must be present during such review. The teacher shall acknowledge that he has had the opportunity to review the contents of his personnel file as provided in this paragraph by affixing his signature to a memorandum to that effect, subject to the understanding that the signature by the teacher on said memorandum does not necessarily indicate his agreement with the contents of his personnel file.
- E. No material relating to a teacher's performance or non-performance of duties will be placed in a teacher's personnel file or files by an administrator unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement or disagreement with the contents thereof. If the teacher refuses to sign the material, the immediate supervisor witnessing this refusal will sign the copy and attest to the teacher's refusal to sign and will immediately place the copy in the teacher's file. Under all of the above circumstances, the teacher shall simultaneously be given a copy of his/her evaluation. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed and signed by the Superintendent and attached to the file copy.
- F. Any complaint that the Superintendent believes could result in disciplinary action will be called to the attention of the teacher in writing, provided, however, that all such action shall be in accordance with law and file page KLD of the School Committee's Policy Manual, a copy of which file page KLD is attached to this Agreement as Appendix C.

ARTICLE VIII
NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

Therefore, they agree as follows:

- A. Teachers will not be required to keep registers, cumulative cards, and enter marks in permanent office records.
- B. Teachers will not drive pupils to any school activity at or away from the school building.
- C. Unit A personnel will not be assigned lunch duty except in the case of an emergency.

ARTICLE IX
VACANCIES AND PROMOTIONS

- A. All vacancies and newly-created positions that occur while school is in session, together with the qualifications and duties, will be adequately publicized. Notice of vacancies and newly-created positions will be posted by the Superintendent on the teachers' bulletin board in every school for a minimum period of five (5) school days.
- B. Notice of all vacancies and all newly-created positions together with the qualifications and duties of said positions will be mailed to the president (or designee) and the Secretary (or designee) of the Monson Teachers' Association. All notices shall be dated, posted and mailed as of the same day.
- C. All vacancies and newly-created positions shall not be filled on a permanent basis until the expiration of ten (10) days after the date of posting and no temporary appointment will be made until such position has been posted.
- D. All applications for such vacancies shall be submitted in writing.
- E. Notwithstanding any other provision of this Article, if a vacancy must be filled, or a new position is created, during summer vacation, a notice of that fact will be sent to the members of the bargaining unit. This notice may be given by telephone, electronic mail or U.S. Mail. This notice will be the Committee's sole obligation.

ARTICLE X
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL
AND UNDER FEDERAL PROGRAMS

- A. All vacancies and all newly-created positions for summer school, evening school, etc., and the Federal or State programs, together with qualifications and duties, will be adequately publicized. Notice of vacancies and newly-created positions will be posted by the Superintendent of Schools on the teachers' bulletin board in every school for a minimum of five (5) school days.
- B. Notice of all vacancies and all newly-created positions, together with the qualifications and duties of said positions, will be mailed to the President (or designee) and Secretary (or designee) of the Monson Teachers' Association. All notices shall be dated, posted, and mailed as of the same day.
- C. All vacancies and all newly-created positions shall not be filled on a permanent basis until the expiration of ten (10) days after the date of posting, and no temporary appointment will be made until the position has been posted.
- D. All applications for such vacancies shall be submitted in writing to the Superintendent of Schools.

- E. Positions in the Monson summer school and evening school, and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Monson Public Schools.
- F. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Monson Public Schools, and, in regard to summer school or evening school positions, previous summer school or evening school teaching experience.

ARTICLE XI
LEAVES

A. SICK LEAVE

Sick leave with pay shall be granted for personal illness and under the following provisions and for any other reason approved by the Superintendent:

1. Each teacher will receive a statement of accumulated sick leave during the month of September at the beginning of each school year.
2. All teachers subject to this contract shall be credited with 15 days sick leave per year to be credited at the beginning of each school year.
3. Sick leave not used in any year may be accumulated to a maximum of 270 days.
4. In the event of a lengthy illness occurring to a long-term employee (one who has been in the employ of the Monson Public Schools at least ten [10] years), the Committee and Association shall immediately investigate the institution of a sick leave bank for that contract year within sixty (60) days of the illness. The implementation of such sick leave shall be at the exhaustion of such accrued sick leave.
5. In case of serious illness of husband, wife, child, parent of either spouse of the person subject to these rules or of a person living in the immediate household of a person subject to these rules, sick leave with pay not to exceed seven (7) school days per year shall be granted and charged to that person's sick leave time.
6. In case of death in the immediate family or of a person living in the immediate household of a person subject to these rules, leave with pay not to exceed five (5) school days shall be granted. Immediate family members shall include spouse, mother, father, children, grandparents, grandchildren, mother-in-law, father-in-law, sister, brother, sister-in-law and brother-in-law. One (1) bereavement leave of this type shall be allowed per contract year and shall not be charged to sick leave. Any additional bereavement leave of this type per contract year shall be charged to sick leave and shall not exceed five (5) days per occurrence.

One (1) day of bereavement leave may be taken per occurrence for attending the funeral of a co-worker in the school system, close friend or other family member. In the event the bereavement leave is taken for the close friend or other family member, the leave shall be charged to sick time. The bereavement leave taken for the co-worker in the school system shall not be charged to sick leave.

7. All teachers will be required to notify the Superintendent, or his designee, of any intended absence due to illness. Teachers will follow the appropriate notification times listed in their faculty information books.
8. All teachers subject to this contract who use no (0) days of sick leave during a school year shall be credited with one (1) additional day of non-accumulative day of personal leave to be credited at the beginning of the following school year.
9. In the event that sick time is taken prior to, or at the conclusion of, a long weekend or extended break, administration reserves the right to request a doctor's note.

B. EMERGENCY LEAVE

Emergency leave for a teacher during the school day will be granted upon notification to the principal of the building involved. Said leave shall be deducted from sick leave; should sick leave be exhausted, then such leave shall result in a loss of pay for the time involved. Said deduction shall be prorated to the nearest one-quarter (1/4) of a day.

C. EARLY DISMISSAL

A teacher granted administrative-approved early dismissal in June for summer study will receive regular pay for such leave; said leave not to exceed five (5) school days, provided that satisfactory arrangements have been made with the administration and the administration is notified by May 1 of that year. This leave is limited to two (2) teachers per year. Any exception to this policy must have School Committee approval.

D. MATERNITY/CHILD REARING LEAVE

1. A female teacher who has been employed by the School Committee for at least three (3) consecutive months as a full-time teacher, and who shall give at least two (2) weeks' notice to the Superintendent of her anticipated date of departure and intention to return, shall be entitled to eight (8) weeks maternity leave without pay (in addition to such sick leave pay as the teacher may be entitled to and may take during the maternity leave period). Upon her return, such teacher shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave, unless other teachers of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such teacher on maternity leave shall

retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

2. Maternity leave shall not affect the teacher's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that maternity leave shall not be included in the computation of such benefits, rights, and advantages except during such time as the teacher is on paid leave, as, for example, sick leave, during the maternity leave period; and provided, further, that the School Committee shall not provide for the cost of any benefits, plans or programs during the period of maternity leave.
3. A teacher who has been employed by the School Committee for at least three (3) consecutive months as a full-time teacher may apply for and may be granted extended maternity/child rearing leave without pay under the following conditions:
 - a. The teacher must give written notice to the Superintendent, not less than three (3) months prior to the commencement of the extended maternity/child rearing leave, of her intended date of commencement of such leave and his/her intention to return to the Monson School Department.
 - b. If extended maternity/child rearing leave commences any time between July 1 and December 31 of any year, it shall be granted for a maximum period of the next semester plus the full school year following its commencement. If extended maternity leave commences at any time between January 1 and June 30 of any year, it shall be granted for a maximum period of the full school year following its commencement.
 - c. A teacher may return from extended maternity/child rearing leave only at the start of school in September unless otherwise agreed in writing by the Superintendent. The Superintendent's decision on a teacher's request to return at another time shall not be subject to grievance or arbitration.
 - d. During extended maternity/child rearing leave, the teacher shall not accrue time toward tenure, sick leave, vacation leave, seniority or other advantage or right of employment normally incident to the teacher's position, provided, however, that upon return to work, a teacher shall be granted all vacation time, medical leave, seniority and length of service credit which he/she had at the start of the leave.
4. For purposes of this Article, maternity/child rearing leave shall include leave for adoption of a baby, and in such case shall be available to the parent who has primary responsibility for the care of the child. Extended maternity/child rearing leave shall be for the purpose of caring for newborn and newly-adopted children only.

5. Time spent on maternity leave or extended maternity/child rearing leave shall not count toward seniority.

E. PERSONAL LEAVE

Each teacher shall be entitled to two (2) days of non-accumulative leave of absence with pay each year for religious, legal, family or personal matters which cannot be handled except during school hours. Personal leave will be granted to not more than seven percent (7%) of the teaching staff in any one (1) given day except in case of an emergency in the judgment of the Superintendent. Teaching staff, as defined in this Article, will only exclude the following positions: principal and assistant principal of each school. Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and at least forty-eight (48) hours except in the case of emergency in the judgment of the Superintendent. This shall not be deducted from the applicant's sick leave or accumulated sick leave. No days will be taken immediately preceding or immediately following a vacation or holiday, except in an emergency in the judgment of the Superintendent or his/her designee. The Association agrees that this policy shall not be abused.

“Unused personal leave will be converted to sick leave on the day after the work year concludes.”

“Up to one personal day per year may be taken in two (2) half-days, if no other option is available for personal business.

A third personal day may be granted under the conditions outlined above except that when such third day is granted, it will be deducted from the teacher's annual sick leave.

F. CONFERENCES, WORKSHOPS, ETC.

1. Teachers may be granted administratively-approved leave of absence with pay for attendance at conferences, workshops, and meetings related to their school work held outside the school during the time in which school is in session. The number of teachers utilizing this policy ordinarily shall not exceed two (2) for any one (1) given conference, workshop or meeting. Additional teachers may be authorized at the discretion of the Superintendent of Schools.
2. Teachers may be granted leave with pay not to exceed one (1) day to attend Association - Employee Conventions. The number of teachers utilizing this policy shall not exceed four (4).
2. Leave granted in either paragraph 1 or 2 shall not be deducted from the teacher's annual or accumulated sick leave.

G. SCHOOL VISITATION

All teachers may be granted two (2) days' leave of absence with pay for the purpose of visiting other school systems. Applications for such leaves shall be made to the Superintendent at least two (2) weeks in advance of the intended absence. This leave shall not be deducted from the applicant's annual or accumulated sick leave. A report of the visit shall be submitted in writing to the Superintendent not more than three (3) calendar days after such visit. Non-Professional Status teachers with more than three (3) years' experience may be required by the Superintendent to make one (1) such visit per year prior to April 1st.

H. SABBATICAL LEAVE

The policy of sabbatical leave may be granted by the Superintendent with the approval of the School Committee, upon request, for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions:

1. No more than three (3) members of the teaching staff of the Monson Public Schools shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as required by the Superintendent no later than December 1 preceding the school year in which the sabbatical leave is requested. All applicants shall be notified of the action taken prior to April 1. Exceptions to the foregoing dates may be made by the Superintendent at his/her discretion.
3. The teacher has completed at least seven (7) school years of service or the equivalent thereof in the Monson Public Schools, excluding administratively-approved leave of absence and maternity leave.
4. Teachers on sabbatical leave will be paid fifty percent (50%) of their annual rate of pay.
5. The teacher shall agree to return to employment at the Monson Public School System for one (1) full year in the event of a one-half (2) year's leave or two (2) full years in the event of a full year's leave. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though the teacher had not been on leave.
6. A teacher to be granted a sabbatical leave shall sign a binding contract to the effect that he/she shall pay back to the Town of Monson the full amount of the salary paid under such sabbatical leave if he/she does not return to teach in the public schools of the Town of Monson for the required future amount of time. The full amount of salary paid shall be repaid within thirty (30) days from the date he/she had agreed to return to teach.

I. LEAVE OF ABSENCE

Professional Status teachers may be granted administratively-approved leave of absence without pay not exceeding three (3) years. They will be granted under the following conditions:

1. Any teacher elected or appointed to a full-time political office other than the Town of Monson.
2. Any teacher elected or appointed to a full-time position in the Massachusetts Teachers Association or National Education Association.
3. Any other reasons approved by the School Committee.
4. Upon such return, the teacher shall be placed on the appropriate step of the salary schedule as he or she would have been on the year following his or her last year of service.
5. Nurses may be granted an administratively-approved leave of absence without pay not exceeding one (1) year for any reason approved by the School Committee.
6. Any personnel on approved leave of absence must notify the Superintendent of Schools on or before April 1st of their intent to return to the Monson Public Schools for the start of the school year the following September.

J. SEVERANCE PAY

Upon retirement or death of a teacher who has completed ten (10) or more years of service in the Monson Public Schools, said teacher or his/her estate will receive pay for up to a maximum of sixty (60) days of unused accumulated sick leave at one-half (1/2) the rate of compensation per day which he/she was receiving at the time of his retirement or death. Upon written notice to the Superintendent of an intent to retire no later than the December 31st preceding said retirement, the severance pay shall be increased to three-quarters (3/4) the rate of compensation per day which said teacher was receiving at the time prior to his retirement or death.

The total severance payment shall be made as soon as possible in July.

K. SUBPOENA LEAVE

If a subpoena is issued to a teacher requiring him to be in attendance at a particular time and place to testify as to some matter which must be related to school business, or if a teacher is required to attend a workers' compensation hearing relating to his own injury; and if the date and time set forth in the subpoena or the workers' compensation hearing is on or during a school day, said teacher shall suffer no loss in salary for that day, nor will any charge be made against any of his accrued leaves - such as sick or personal days.

L. EARLY RETIREMENT

1. A professional employee with twenty (20) or more years of employment with the Monson School Committee who intends to retire in June of any year and gives notice of that intent in writing to the Committee prior to January 1 of the previous year, and who is in one of the age categories specified below as of the date of the retirement, shall be entitled to a one-time separation bonus, payable for the year of employment in which retirement takes place. To be eligible for the one-time separation bonus, an employee shall give final notice of retirement in writing to the School Committee not later than the first day the school year in which the retirement is to take place. The only exception to this notice is Article XIV, Section M. Such bonus shall be paid not later than June 30th of the year in which retirement takes place.

An employee shall be eligible to receive the following bonus amounts, determined by the employee's age as of June 30th of the year of retirement:

At least 58 years of age, but less than 61 years	\$7,000
At least 61 years of age, but less than 62 years	\$6,500
At least 62 years of age, but less than 63 years	\$6,000
At least 63 years of age, but less than 64 years	\$5,500
At least 64 years of age, but less than 65 years	\$5,000

2. It is clearly understood by the parties that this clause is not intended to preclude the hiring of teachers with advanced degrees and/or experience, when, in the discretion of the School Committee, the hiring of such teachers would be in the best interest of the educational system of Monson.
3. A teacher who does not retire as scheduled after giving notice and receiving a bonus, or a teacher who has retired and received a bonus and who subsequently returns as a teacher to the Monson Public Schools, shall reimburse the Committee the full amount of the bonus received.

M. MILITARY SERVICE

Military leave without pay will be given in accordance with applicable State and Federal law.

N. AGREEMENT

The parties have agreed that during the period of this Contract the denial of sabbatical leave (Section H) will not be subject to grievance or arbitration.

O. JURY DUTY

A teacher will be entitled to leave for actual jury service in accordance with the law. The School Committee shall pay the teacher his/her regular salary for any period of actual jury service upon submission to the Superintendent of proof of such service and upon the

teacher's turning over to the School Committee any jury pay received, excluding juror travel expenses.

P. LEAVE UNDER FAMILY AND MEDICAL LEAVE ACT OF 1993

Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), eligible employees will be provided with up to 12 weeks of unpaid leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

1. Eligible employees are defined as having been employed:
 - a. for at least 12 months, and
 - b. for at least 1250 hours over the previous 12 months. 29 U.S.C. 825.110 provides that full-time teachers of an elementary or secondary school system are deemed to meet the 1,250 hour test.
2. Employees are entitled to such leave for up to 12 weeks in each calendar year period for the following reasons:
 - a. The birth of an employee's child or the care thereof or because of placement of a child with the employee for adoption or foster care; an employee's entitlement to leave for this reason expires 12 months after the birth or placement of the child.
 - b. Caring for the employee's spouse, child, or parent who has a serious health condition; a "serious" health condition is one that requires inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
 - c. The employee suffers a serious health condition that makes him/her unable to perform the functions of his/her job.
3.
 - a. All requests for leaves must be submitted in writing at least, when possible, 30 calendar days in advance to the Superintendent.
 - b. All requests must be dated and state the reason and anticipated length of the leave.
 - c. Subject to 4.a. hereinafter, leave taken intermittently or on a reduced leave schedule must be agreed upon by the Superintendent under 2.a.; for 2.b. or c. such leave must be medically necessary.
 - d. All requests under 2.b. or c. must be supported with CERTIFICATION, by the health care provider of the person with the serious health condition, within 15 calendar days of the request unless under particular circumstances it is not possible to do so, in which case it should be provided as soon as possible.

Certification should include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time needed for such care (if the leave is to care for a family member) or that the employee is unable to perform his/her functions (if for his/her own health condition).

- e. An employee will be required to submit RE-CERTIFICATION every 30 calendar days if the leave is extended from the original date, the circumstances of the serious health condition change, or the Superintendent receives information that casts doubt upon the continuing validity of the latest certification. If the employee becomes aware that an extension of the leave will be needed, advance notification will be appreciated to allow for staff scheduling and minimal interruption. This information must be communicated directly to the Superintendent by the employee on leave.
- f. The Superintendent reserves the right to require a second opinion by a health care provider designated or approved by the Superintendent and at the expense of the Committee. In the event of conflicting opinions, the Committee may require, at the expense of the Committee, a third opinion by a health care provider approved jointly by the Superintendent and the employee which will be final and binding.
- g. An employee returning from leave will be reinstated to the position he/she was employed in prior to the leave or to an equivalent position in pay, benefits, and other terms and conditions of employment. An employee on leave must contact the Superintendent at least 5 days prior to his/her scheduled return date to verify his/her return.
- h. The Committee will continue contributions to health benefits, if any, in the usual and customary manner during the leave under the same conditions as if the employee were working.
- i. The Committee reserves the right to recover premiums paid for employees who fail to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. or something else beyond the employee's control. If the employee fails to return from leave because of a claimed continuation, re-occurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. he/she must furnish certification from the health care provider to support the claim. If the employee fails to furnish the certification within 30 calendar days the Committee will seek to recover any premiums paid.
- j. If at the end of the 12 week period, the employee requests and is granted an extension of the leave, he/she will become responsible for the payment of the full insurance premium under COBRA guidelines. The insurance premiums

will be reinstated in the usual and customary manner once the employee returns to work from the leave.

- k. The taking of leave hereunder will not result in the loss of any employment benefit, including seniority. Earned time, seniority, or other benefits will not continue to accrue during a leave hereunder, however, these benefits will immediately begin to accrue following the employee's return to work.
 - l. Paid time used for any portion of the leave will be in substitution of, and not in addition to, the 12 week period.
4. The following shall apply to "instructional employees" as defined by the FMLA and the regulations promulgated there under:
- a.
 - (1) If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the Superintendent may require the employee to choose either to:
 - (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
 - (2) If an instructional employee does not give the required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the Superintendent may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Superintendent may require the employee to delay the taking of leave until the notice provision is met.
 - b.
 - (1) The words "academic term" mean the school semester, which typically ends near the end of the calendar year and the end of spring each school year.
 - (2) If an instructional employee begins leave more than five (5) weeks before the end of an academic term, the Superintendent may require the employee to continue taking leave until the end of the academic term if --
 - (i) The leave will last at least three (3) weeks, and
 - (ii) The employee would return to work during the three-week period before the end of the academic term.

- (3) If the employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of an academic term, the Superintendent may require the employee to continue taking leave until the end of the academic term if --
 - (i) The leave will last more than two (2) weeks, and
 - (ii) The employee would return to work during the two-week period before the end of the academic term.
 - (4) If the employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of an academic term, and the leave will last more than five (5) working days, the Superintendent may require the employee to continue taking leave until the end of the academic term.
5. It is the intent of the parties that this article provide no rights or obligations greater than those provided by the FMLA and in the event of any conflict between the provisions of this article and the provisions of the FMLA, and regulations promulgated there under, the FMLA and the regulations will prevail, except that a leave taken hereunder does not supersede Massachusetts General Laws regarding leaves and any employee eligible for leave under this article will be entitled to any other greater family or medical leave rights and benefits specifically provided for in any other provision of this contract.

Q. ADDITIONAL LEAVES

The Monson Public Schools agrees to abide by the provisions of the Domestic Violence Leave Act, the Small Necessities Leave Act, and the Massachusetts Parental Leave Act. The provisions of said Act are posted in each school building. Nothing herein shall be deemed to limit the rights of employees pursuant to other sections of this Agreement.

ARTICLE XII
USE OF SCHOOL FACILITIES BY THE ASSOCIATION

- A.
 1. The Association will have the right to use school buildings for meetings at reasonable times without cost. Arrangements will be made with the principal in advance of time and place of such meetings.
 2. The Association will have the right to use school facilities and equipment as follows:

That school equipment be used at the discretion of the principal of the school concerned after hours, within the confines of the school, and that the organization furnish its own supplies; and provided, that it does not adversely affect the education of children or the necessary work of any school employee.

ARTICLE XIII
FACILITIES

- A. To the extent feasible in the existing buildings and provided that no substantial capital investment is necessary, and in designing new buildings and in rehabilitating existing buildings, the Committee will provide in each building:
1. Consideration shall be given to a teachers' workroom containing adequate equipment and supplies to aid in the preparation of instructional materials and that special consideration shall be given to this provision so as to accommodate all areas of teaching.
 2. There shall be an appropriately furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom).
 3. There shall be well-lighted and clean teachers' restrooms.
 4. There shall be a teacher dining area which is completely separate from the student dining area with partitions or walls to provide privacy.
 5. There shall be a system whereby teachers can effectively and expeditiously communicate with the office in event of an emergency.
- B. Each school will have the following facilities and equipment:
1. A file cabinet in each classroom in which teachers may safely store instructional materials and supplies. A file cabinet that locks will be given to teachers with assignments dealing with confidential matters.
 2. Each classroom will have sufficient bulletin board and blackboard area.
 3. Each school will be equipped with an overhead projector.
 4. A teacher work area containing adequate equipment; e.g., typewriter, computer and supplies to aid in the preparation of instructional materials.

ARTICLE XIV
GENERAL

- A. PROTECTION
1. Teachers will as soon as possible report all cases of assault and battery suffered by them in connection with their employment to the principal in writing.

2. This report will be forwarded through the Superintendent to the Committee which will comply with any reasonable request from the teacher or his attorney for information in its possession not privileged by law relating to the incident or the persons involved
3. Each teacher will submit a written report to the principal in cases of assault and battery upon or involving a pupil.

B. CURRICULUM MATERIALS

1. Contingent upon the availability of funds, curriculum materials, including textbooks for each student, shall be provided that ensure the alignment of the Standards from the Curriculum Frameworks.
2. The Superintendent welcomes and solicits from the teaching staff through its curriculum and textbook committees and principals, recommendations for changes in or adoption of textbooks.
3. If a teacher's budget is modified or monies transferred, the teacher will be so notified by the building principal.

C. EXTRA-CURRICULAR ACTIVITIES

1. The administration shall decide what extracurricular activities will be offered to the students.
2. Teacher participation in extracurricular activities, for which no additional compensation is paid, shall be voluntary.

D. COMMITTEE DOCUMENTS

The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

E. VALIDITY OF AGREEMENT

If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provisions 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.

F. AGREEMENT AND COMMITTEE POLICY

The provisions of this Agreement shall become a part of Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes

preexisting Committee policy rules, or regulations shall operate retroactively unless so stated.

G. AGREEMENT

Copies of this Agreement will be copied at Committee expense and a copy for each teacher will be given to the President of the Monson Teachers' Association, Inc. for distribution to each teacher.

H. NEW TEACHER INDUCTION PROGRAM

1. In recognition of the need to orient properly new staff members to the unique requirements of the Monson Public Schools, it is agreed that the Association will participate in orientation of the new staff and present members as follows:
 - a. On the day prior to the opening of school, the President of the Association or his designee will be provided time after the Superintendent's message to address the annual assembly of the faculty. If the Superintendent's meeting is not held, then the Association will be given one hour at the beginning of the day.
 - b. The names of all new staff members and their building, grade, and subject assignments, will be provided to the Association not later than one week after their hiring's. The foregoing information will be kept in confidence by the Association.
 - c. The principal will appoint an experienced faculty mentor to each new staff member; such mentor to be of the same building and preferably of the same grade or subject assignment of the new staff member.

I. JUST CAUSE

No teacher after three years of continuous employment in the Monson Public Schools will be dismissed, disciplined, reprimanded, reduced in rank or compensation, or terminated without just cause.

J. SCHOOL COMMITTEE AGENDA

The agenda of each open School Committee meeting will be available to the Association at the same time it is available to the members of the School Committee.

K. REDUCTION IN STAFF (This section applies to Professional Status teachers only.)

In the event it becomes necessary to reduce the number of employees entitled to professional teacher status included in the bargaining unit defined in its Article I "Recognition," the School Committee will take into consideration length of service, ability and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. The laid-off employee, or the

employee whose position is eliminated, shall (a) be transferred to an open position for which he is qualified or could become qualified before the effective date of the layoff, or (b) replace an employee with the lowest seniority anywhere within the Monson Public Schools in an area which the laid-off employee is qualified.

"Qualified" means that the teacher has on file with the Office of the Superintendent evidence that he/she possesses the necessary qualification or can obtain said qualifications by the effective date of his/her lay-off. "Seniority" means a teacher's continuous length of service in years, months, and days in the bargaining unit, provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of service from their initial date of employment by the Committee. Teachers shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement. In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training. If two or more teachers have identical seniority and levels of training, then the tie shall be broken by a lottery conducted by the teachers, the Association President, and the Superintendent.

Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Teachers who are laid-off will if eligible, receive Severance Pay and/or Early Retirement compensation as defined in Article XI Leaves for this Contract. Notification requirements for Severance Pay and Early Retirement will be waived. It is understood that an employee who takes this option will retire from the Monson Public Schools and will not be eligible for unemployment compensation. Teachers will notify the Committee on or before the last day of school, if they wish to take this option.

Teachers who have been laid off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given every consideration for substitute work, if they so desire.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter. This list shall include name of teacher, date of initial hire, years of continuous service completed, number of credits and degree status, and areas of certification.

L. SUBSTANCE ABUSE AND DRUG-FREE WORKPLACE ACT

1. It is the desire of the parties to provide a drug free/alcohol free work environment for all employees. No employee will report for work intoxicated, impaired, or under the influence of alcohol or any controlled substance. Employees are expected and required to report for work on time and in appropriate mental and physical condition for work.

Alcoholism and drug addiction are recognized by the parties to be treatable illnesses. Without detracting from the rights and obligations of the parties as recognized elsewhere in this Agreement, the Association and the School Committee agree to cooperate in encouraging employees afflicted by the abuse of alcohol or drugs to seek appropriate treatment designed to rehabilitate the employee.

No employee will be penalized for voluntarily acknowledging alcohol or drug dependency and seeking appropriate treatment. If an employee refuses to avail him or herself of treatment and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, or results in violation of external law, the normal contractual and/or statutory disciplinary procedures, up to and including termination of employment, will be utilized.

2. Pursuant to the Drug-free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated there under, the Monson School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.
 - a. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, on school property, or as part of school activities.
 - b. As a condition of employment, all employees of the Monson Public Schools shall:
 - (1) abide by the terms of paragraph 2.a. hereinabove; and
 - (2) notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction.
 - c. Within ten (10) days after receiving notice, under paragraph 2.b. (2) hereinabove, the Committee will report said notice of conviction to the federal agencies with whom it contracts for grant funds.
 - d. Within thirty (30) days after receiving the notice under paragraph 2.b. (2) hereinabove, the Committee will take appropriate disciplinary action up to and including termination.

- e. Based upon reasonable suspicion, the Committee shall notify local, state or federal law enforcement authorities of any unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by any employee in the workplace.
- f. The Committee shall provide the President of the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state or local health law enforcement or other appropriate agencies.

M. ATHLETIC DIRECTOR

The Athletic Director shall be entitled to one (1) duty period each workday to conduct his/her athletic responsibilities.

N. ASSOCIATION PRESIDENT

The Association President may request up to two (2) days of leave with pay for Association-School System activities at the Superintendent's discretion. The decision of the Superintendent will not be subject to the grievance/arbitration provisions of this Agreement.

O. MILEAGE REIMBURSEMENT

Employees will be reimbursed for school business mileage at the current IRS rate.

P. STUDENT GRADE REPORTING

Student grades may be changed by the respective school principals in a limited number of circumstances including:

- a. Human error
- b. Accommodation(s) or modification(s) stated on a student's IEP or 504 plan were not met
- c. Human tragedy

Regardless of the circumstance, no grade will be changed without prior consultation with the teacher. In the case of disagreement between the principal and teacher, the teacher may appeal to the superintendent who shall make the final determination.

Student grades and data in grades 5-12 will be updated by staff in the District portal on a weekly basis as determined by administration.

ARTICLE XV
DEDUCTIONS

- A. 1. The Committee agrees to certify to the Monson Town Treasurer deductions from the salaries of its employees for the Monson Teachers Association, Inc., as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association. Teacher authorizations will be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION FORM

Name _____

Address _____

I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct each year the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association and the National Education Association not withstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.

The deductions shall be made in consecutive equivalent amounts beginning with the first pay period in October of the current school year. If I leave the Monson Public Schools prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provisions of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understood, and agree to the above authorization.

Signature: _____ Date: _____

CONTINUING CASH AUTHORIZATION FORM

I hereby authorize the Treasurer of the Monson Teachers' Association to bill me annually for the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association, and the National Education Association not withstanding any increases or decreases in such dues in future years. I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.

If for any reason the total current dues are not paid to the Treasurer of the Monson Teachers' Association by October 31 of the current school year, I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct from my salary the current dues in ten (10) consecutive equivalent amounts. If I leave the Monson Public Schools prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provisions of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understand, and agree to the above authorization.

Signature: _____ Date: _____

2. The Monson Teachers' Association, Inc. will certify to the Committee in writing the current rate of its membership dues. When the Association changes the rate of its membership dues, it will give to the Committee thirty (30) days' written notice prior to the effective date of such change.
- B. Teachers and nurses will be eligible to participate in "tax-sheltered" Annuity Plans established by law and the School Committee will authorize monthly deductions therefore, in a fixed amount upon proper written authorization which can only be cancelled by at least thirty (30) days' written notice.

C. 1.

"CREDIT UNION DEDUCTIONS"

Name _____

Address _____

I hereby request and authorize the Monson School Committee to deduct _____ dollars from my first paycheck each and every month and to transmit such sums monthly to the Massachusetts Teachers Association Credit Union. I understand that the Committee will discontinue such deductions for any school year only if I give the Committee in writing sixty (60) calendar days prior notice from the date of receipt by the Superintendent to that effect with only one change permitted during the contract year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

Signature of Teacher

Witness

Date

Date

- 2. Deductions will start thirty (30) days after this authorization has been furnished to the School Committee.

ARTICLE XVI
SALARIES

- A. All members of the teaching staff of the Monson Public Schools in Unit A and the school nurses will be paid according to the attached salary schedules as set forth in Appendix A and Appendix B where applicable.
- B. The School Committee shall arrange with the Monson Town Treasurer for three payment schedule options:
 - 1. 26 salary installments throughout the 12-month period;
 - 2. 26 salary installments for salary earned during the school year, plus one check for the balance of the annual salary at the end of June; or
 - 3. Approximately 20 salary installments during the school year (the number of equal pay periods necessary to cover the weeks from the first day of school through the end of the school year).
 - 4. No pay period will be longer than two (2) weeks. The first pay period will be for the number of days actually worked, *with a minimum of five (5) days.*

- C. The School Committee shall provide each teacher with a payment schedule selection form. Each teacher must submit his or her form by the first Friday of each school year.
- D. The Adult Education Staff will be paid every two (2) weeks.
- E. The Committee agrees to adopt the teachers' Initial Contract, Annual Salary Agreement forms attached hereto.
- F. All bargaining unit members are required to use direct deposit. Bargaining unit members can access their pay stubs electronically.

ARTICLE XVII
PROFESSIONAL ETHICS

The Committee and the Association recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

They further recognize the National Education Association Code of Ethics of the Education Profession as defining acceptable criteria of professional behavior. Breaches of discipline or the Code of Ethics shall be promptly reported in writing to the offending teacher and to the Association. The Association will notify the administration in writing of the action taken by the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher under the Code of Ethics.

ARTICLE XVIII
MANAGEMENT RIGHTS CLAUSE

Except as specifically abridged, delegated, granted or modified by this Contract or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the School Committee prior to the effective date of said Contract or any prior contract and all rights, powers, and authority vested by law in the School Committee are retained by the School Committee and the exercise of said rights, powers and authority shall not be subject to the grievance procedure and arbitration.

ARTICLE XIX
ARTICLES OF CONTRACT APPLICABLE TO THE SCHOOL NURSES

Only those Articles and Sections specifically identified below will apply to the School Nurse under the provisions of this Agreement. Articles and Sections not specifically identified below will not apply to the School Nurse.

Full-Time School Nurse:

Article I
Article II
Article III
Article IV – All school nurses will work the same hours as teachers.
Article VII
Article X E, F
Article XI A, B, C, D, E, F, G, J, K, L
Article XIV A, B, F, G, H, K, L, M
Article XV A1, A2, B, C
Article XVI A, B, C
Article XVII
Article XVIII
Article XX
Appendix A

Part-Time School Nurse:

Article I
Article IV – All school nurses will work the same hours as teachers.
Article XVI A
Appendix A

ARTICLE XX
DURATION - UNIT A

Except as otherwise stated in this Agreement and on attached appendices, this Agreement shall be effective as of July 1, 2018 and shall continue and remain in full force and effect until June 30, 2021. The parties agree that not later than November 15, 2020 they shall enter into negotiations for a successor Agreement to become effective July 1, 2021.

ARTICLE XXI
CONTINUING EDUCATION/IN-SERVICE
(PROFESSIONAL ENRICHMENT)

- A. Any teacher who takes and successfully completes courses at an accredited institution shall be eligible for tuition reimbursement subject to the following conditions:
1. A maximum of one three-credit course shall be subject to the reimbursement requirement on an annual basis.
 2. Reimbursement shall be made at the end of the fiscal year. Teachers must complete the course and submit all written documentation for reimbursement to the Superintendent's Office prior to June 1st. Reimbursement monies shall be disbursed equally to all teachers who have met the requirements of this Article, but in no event

shall a teacher receive more than said teacher paid for the course, including laboratory fees. Effective July 1, 2012, the maximum annual tuition reimbursement fund is \$8,300.

3. Courses must be approved in advance by the Superintendent. Individual or group projects, research or in-service courses, approved by the Superintendent prior to participation may be substituted for college or university credit hour(s) in accordance with the formula contained in section B below. The decision of the Superintendent to approve or disapprove substitute activities shall be final and not subject to grievance or arbitration, provided that the reason for denial is given to the teachers in writing.
- B. In-service courses, when offered, will be given during the course of the school year after school hours:
- a. 3-credit courses will be 25 to 30 hours;
 - b. 2-credit courses will be 16 to 24 hours; and
 - c. 1-credit courses will be 9 to 15 hours.
- The number of unexcused absences will be determined by the instructor and posted in writing with the course announcement. Leaves as defined in the contract will be considered excused absences, and will not be used to deny course credit (except C.P.R.).
- C. Salary adjustments for course work completed for step placement or longevity increases will occur on September 1st or February 1st of each school year.

Unit A employees are required to submit all documentation prior to these dates in order to receive the salary adjustment. Exceptions may be allowed for the September 1st and February 1st dates based upon the Unit A employee demonstrating that the college/university is causing the delay in submitting required documentation.

The salary adjustments referenced in the first paragraph of this section will commence in the next pay period after September 1st or February 1st.

No teacher shall advance to the next highest column on the salary schedule either in August/September or February, unless he/she has first notified the Superintendent in writing prior to January 1st in the contract year prior to the year of advancement of his/her intention to complete such requirements.

ARTICLE XXII SICK LEAVE BANK

The Monson Education Association and the Monson School Committee agree to create and operate a Sick Leave Bank. It is understood the only obligation of the Committee is to pay out sick leave to unit members from the Sick Leave Bank as directed by the Sick Leave Bank Committee.

A. Participation

1. Participation by members of the Unit represented by this Agreement will be mandatory. All Unit members who have not been members of the Sick Bank prior to September 1, 2018 will be assessed one (1) day of his or her annual and/or accumulated sick leave on September 30, 2018. Said days are to be "deposited" in the Bank.
2. New members of the bargaining unit will be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank.
3. Unused days in the Bank will carry over from year to year. Should the number of days in the Bank reach the level of one hundred (100) or fewer days, each member in the bargaining unit will be assessed one (1) day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank.
4. In the event an employee has no annual and/or accumulated sick leave at the time of said assessment, that employee will be assessed the amount of days owed to the Bank the following September 1.

B. Sick Leave Bank Committee

1. A Sick Leave Bank Committee will be created on or before September 30th of each school year. It will consist of three (3) unit members selected by the Association President. The Chair of the Sick Leave Bank Committee will be chosen within and by the Sick Leave Bank Committee members. The Committee will have the authority to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this article.
2. The Sick Leave Bank Committee will assess the need of each applicant and may grant sick leave to employees suffering from prolonged debilitating and/or catastrophic illness or disease. Sick leave will not be granted for rehabilitation periods or voluntary medical procedures. Sick leave will only be granted by a majority vote of the Sick Leave Bank Committee.
3. The Sick Leave Bank Committee will make every reasonable effort to make a decision within ten (10) school days following receipt of the application.
4. The Sick Leave Bank Committee will notify the applicant of its decision and, in the case of a rejection of the application, will inform the applicant of the reason for its decision.

5. Any member whose application is rejected may reapply if the member has additional information.
6. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction will be final and binding and not subject to a grievance and/or arbitration.
7. The Sick Leave Bank Committee will issue a report to the School Committee and the Association concerning the number of days donated and the balance of days remaining in the Sick Leave Bank prior to June 15th of each school year.

C. Granting of Benefits

1. A member of the Unit who exhausts his/her individual sick leave benefits may apply for benefits from the Sick Leave Bank.
2. Such benefits are intended for prolonged debilitating and/or catastrophic illness or disease for the individual. Benefits will not be granted for rehabilitation periods or voluntary medical procedures.
3. To apply, the member must put his/her request in writing to the Sick Leave Bank Committee, c/o the Chair of the Sick Leave Bank Committee, indicating the reason and the number of days needed.

The request should be made prior to the exhaustion of the member's annual and/or accumulated sick leave.

4. The member is required to submit medical documentation and/or any other information the Sick Leave Bank Committee may deem necessary, before the application is considered by the Sick Leave Bank Committee.
5. Each member is eligible to receive days of sick leave from the Bank each school year in accordance to his/her completed years of service to the Monson School District, and upon approval by the Sick Leave Bank Committee, as follows:

<u>Years of Service</u>	<u>Maximum Days Allowed</u>
0-1	15
2-3	25
4-5	35
6+	50

6. One additional granting of days during that same school year may be approved by the Sick Leave Bank Committee as follows:

<u>Years of Service</u>	<u>Maximum Days Allowed</u>
0-1	15
2-3	25
4-5	35
6+	50

D. Re-Application

A unit member may not reapply to the Sick Leave Bank until one (1) calendar year after the last issued Bank day.

IN WITNESS WHEREOF, the parties to this Agreement 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.

MONSON SCHOOL COMMITTEE:

MONSON TEACHERS' ASSOCIATION:

Jeffrey Lord
Chairman

Leah Zippin
MTA President

APPENDIX A-1
SALARY SCHEDULE: 2018-2019

<u>STEP</u> <u>S</u>	<u>B</u>	<u>B+15</u>	<u>B+30/M</u>	<u>B+45/M+15</u>	<u>B+60/M+30</u>
A	44,449	45,195	46,448	47,441	48,937
B	45,941	46,692	47,942	48,690	50,685
C	47,441	48,187	49,440	50,189	52,682
D	48,937	49,685	51,188	51,938	54,660
E	51,175	51,930	53,921	54,669	57,669
F	53,175	53,924	55,922	56,666	59,914
G	55,164	55,918	57,920	58,665	62,158
H	57,170	57,920	59,914	60,665	64,408
I	59,125	59,892	62,096	62,845	66,718
J	61,082	61,865	64,277	65,026	69,029
K	62,927	63,735	67,493	68,295	72,622
L	64,185	65,009	69,533	70,360	74,817
M			71,633	72,484	77,076

APPENDIX A-2
SALARY SCHEDULE: 2019-2020

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30/M</u>	<u>B+45/M+15</u>	<u>B+60/M+30</u>
<u>S</u>					
A	45,338	46,099	47,377	48,390	49,915
B	46,860	47,625	48,901	49,663	51,699
C	48,390	49,151	50,429	51,193	53,736
D	49,915	50,679	52,211	52,977	55,753
E	52,199	52,969	55,000	55,762	58,822
F	54,238	55,003	57,040	57,799	61,112
G	56,267	57,037	59,078	59,839	63,401
H	58,313	59,078	61,112	61,878	65,696
I	60,308	61,090	63,337	64,102	68,053
J	62,303	63,102	65,563	66,327	70,409
K	64,185	65,009	68,843	69,661	74,074
L	65,469	66,310	70,924	71,767	76,313
M			73,431	74,304	79,011

APPENDIX A-3
SALARY SCHEDULE: 2020-2021

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>B+30/M</u>	<u>B+45/M+15</u>	<u>B+60/M+30</u>
<u>S</u>					
A	46,244	47,021	48,324	49,358	50,914
B	47,797	48,578	49,879	50,657	52,732
C	49,358	50,134	51,438	52,217	54,810
D	50,914	51,693	53,256	54,037	56,868
E	53,243	54,028	56,100	56,878	59,999
F	55,323	56,103	58,181	58,955	62,334
G	57,392	58,178	60,260	61,035	64,669
H	59,480	60,260	62,334	63,115	67,010
I	61,514	62,312	64,604	65,384	69,414
J	63,549	64,364	66,874	67,653	71,817
K	65,469	66,310	70,220	71,054	75,556
L	66,778	67,636	72,343	73,202	77,840
M			75,274	76,169	80,994

APPENDIX B

EXTRA DUTIES SALARY SCHEDULE

The Association recognizes that the Committee is not obligated to fund nor employ persons in the following categories. If funded or if persons are employed in these categories during all or part of this Agreement period, their duties will essentially remain the same. If any new position is created, the rate of compensation will be the subject of negotiations between the parties.

In addition to the teachers' basic salary, the following extra duties and specialist positions will be paid the listed differential for the term of the Agreement.

		<u>2018-2021</u>
A.	1. Yearbook	
	Editorial Advisor	\$1,567.29
	Financial Advisor	\$1,567.29
	2. Dramatics	\$1,757.07
	3. Class Advisors	
	Grade 9 (2)	\$446.09
	Grade 10 (2)	\$446.09
	Grade 11 (2)	\$894.35
	Grade 12 (2)	\$894.35
	4. Other Advisors	
	National Honor Society (2)	\$595.50
	Competitions Advisor	\$595.50
	Debate Team Coach	\$1,043.77
	Team Leader (incl. SPED)	\$1,781.00
	Student Council Advisor	\$1,763.00
	Mentor	\$891.00 per assigned teacher
B.	Coaches	<u>2018-2021</u>
	1. Athletic Director	\$4,999.63
	2. Baseball Varsity	\$3,261.10
	3. Baseball Junior Varsity	\$2,131.17
	4. Basketball Boys Varsity	
	5. Basketball Boys JV	\$2,447.47
	6. Basketball Girls Varsity	\$3,510.87
	7. Basketball Girls JV	\$2,447.47
	8. Boys Cross Country	\$2,607.79
	9. Girls Cross Country	
	10. Golf Varsity	\$2,607.79
	11. Boys Varsity Soccer	\$3,261.10
	12. Boys Junior Varsity Soccer	\$2,131.17
	13. Girls Varsity Soccer	\$3,261.10
	14. Girls Junior Varsity Soccer	\$2,131.17
	15. Softball Varsity	\$3,261.10

16.	Softball Junior Varsity	\$2,131.17
17.	Swim Coach	\$3,261.10
18.	Assistant Swim Coach	\$1,870.50
19.	Track Coach (2)	\$3,246.92
20.	Assistant Track Coach	\$1,955.57
21.	Athletic Trainer	\$5,199/seas on (max. \$15,597)
22.	Boys Varsity Lacrosse	\$3,261.10
23.	Girls Varsity Lacrosse	\$3,261.10
24.	Boys Junior Varsity Lacrosse	\$2,131.17
25.	Girls Junior Varsity Lacrosse	\$2,131.17
26.	Cheerleaders	\$1,567.29

(The Athletic Trainer will not be entitled to any benefits except health insurance if otherwise eligible. Only those Articles and Sections specifically identified hereinafter will apply to the Athletic Trainer under the provisions of this Agreement and Articles and Sections not specifically identified hereinafter will not apply to the Athletic Trainer:

Article I
Article XVII

Employment of an Athletic Trainer will be as an employee at will with no guarantee of employment for any specific period of time and the employment and compensation of the Athletic Trainer can be terminated with or without cause, and with or without notice, at any time, at the option of either the Committee or the Athletic Trainer. The Committee, if in its sole discretion it so desires, may, at any time and for any reason, contract out to a third party for the performance of the duties of the Athletic Trainer position.)

- C. Driver Education Instructor 2018-2021
- 1. Behind the Wheel Instruction \$19.29/hr
- 2. Classroom Instruction \$24.66/evng

- Adult Education 2018-2021
- Adult Education Teacher \$24.54/hr
- Adult Education Head Teacher \$11.15/evng

D. All new positions established by the Administration will be defined in writing. A copy of the definitions will be sent to the Association.

E. Music Coach \$12.49/hr. (max. \$4,581)

The Music Coach will not provide services during the elementary school day, defined as the hours between 8:55 a.m. and 3:00 p.m.

F. The Committee agrees to negotiate with the Association concerning a salary schedule for all new positions established.

1. Teacher's increases in excess of posted maxima will be granted for service to the Town of Monson as follows:

2018-2021

1. \$759 after ten (10) years of service
2. \$868 after fifteen (15) years of service
3. \$1,141 after twenty (20) years of service
4. \$1,577 after twenty-five (25) years of service

A teacher employed for at least one hundred (100) school days in his/her first year of employment in the Monson Public Schools will receive length of service credit for that year.

Nurse's longevity increases in excess of posted maxima will be granted for service to the Town of Monson as follows:

2018-2021

1. \$759 after ten (10) years of service
2. \$868 after fifteen (15) years of service
3. \$1,141 after twenty (20) years of service
4. \$1,577 after twenty-five (25) years of service

A nurse employed for at least one hundred (100) school days in his/her first year of employment in the Monson Public Schools will receive length of service credit for that year.

2. Teachers shall be granted yearly increments at the rate listed in the appropriate Salary Schedule.
3. Courses for credit must be related to the teacher's major or minor fields of study or reasonably related to the educational process, and must be approved by the Superintendent in advance. Prior to any in-service course or program being accepted for credit on the salary scale (horizontal advancement), it must receive approval of the School Committee. Credit, if any, will be granted at the sole discretion of the School Committee and must be noted each year the program or course is offered.
4. It will be the responsibility of the individual teacher to see that this personnel file is kept up to date. Credit for salary purposes will not be given unless legible certified evidence of earned credits is in the file.

5. Should the School Committee decide on a summer curriculum development program, the notices of positions available will be posted. The Administration will select each year that area which needs development and announce it accordingly.
6. Each new teacher will be placed on the salary schedule in accordance with educational attainment and at an incremental level consistent with the School Committee's evaluation of his/her previous teaching experience. Thereafter, the teacher will move on the schedule in accordance with his/her length of service from time of last employment in Monson and his/her educational attainment.
7.
 - A. If the working year of any personnel covered by Unit A is extended beyond the working year for teachers as provided in this contract, the concerned personnel will be paid for any such working time at the current per diem rate of their annual contract salary pro-rated on a normal workday for hours actually worked.
 - B. Notification of additional working time will be given to the concerned personnel in writing by the Superintendent of Schools. Normally, this notification will be prior to the end of May of a school year and not later than June 15th.
- G. Employees will be reimbursed for school business mileage at the current IRS rate.
- H. Saturday Alternative Discipline Program
2018-2021 \$83.12 session per person (max. \$2,181)
(See July 16, 1997 Letter of Agreement concerning the parties' intent regarding the Saturday Alternative Discipline Program.)
- I. Monson High School teachers may volunteer to teach classes during their preparation period for a stipend of \$35.62 with the understanding that their preparation and correction work would have to be done on their own elsewhere in the day; and that:

Teachers will volunteer within departments so first option will always be to select a teacher with the appropriate certification for the vacant class. When a certified teacher is not available, the principal will maintain and consult a list where the next available teacher is offered the opportunity in rotation.

This system will only be called into play in the event that a substitute for the day cannot be hired.
- J. All posted additional work opportunities shall be at the hourly rate of \$30. Note: The number of hours expected to be worked by the Team Leaders shall be determined by dividing the Team Leader stipend by the hourly rate listed in the preceding sentence.
- K. In the event a teacher leads a club that has been pre-approved by the High School Principal, said teacher will receive Four Hundred Dollars (\$400) annually.

APPENDIX C

FILE: KLD

PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

ALLEGED NON-CRIMINAL ACTIVITY

Complaints about school personnel will be investigated fully and fairly. However, before any such complaint is investigated, the complainant must submit it in writing to the Principal or Superintendent. Anonymous complaints will be disregarded.

Whenever a complaint is made directly to the School Committee as a whole or to a Committee member as an individual, it must be referred immediately to the Superintendent.

The School Handbooks will contain the procedure for processing a complaint.

ALLEGED CRIMINAL ACTIVITY

Any complaints made against an employee of the school system involving alleged criminal misconduct or activity shall be immediately reported by the complainant to both the Monson Police Department and in writing to the Superintendent, rather than through the channels referred to above. In the event a criminal complaint is filed directly with the Monson Police Department, the Monson Police Department shall immediately notify the Superintendent of said complaint.

The investigation stemming from any alleged criminal activity shall be conducted solely by the Monson Police. Any notice of a criminal complaint or charge against the individual against whom the complaint has been brought shall be given by the Monson Police. All statements (oral or written) shall be solicited by the Monson Police.

Upon review of the criminal activity and, if necessary, after reasonable time for preliminary investigation, the Monson Police shall immediately verbally notify the Superintendent or the Building Principal of the incident followed as soon as possible thereafter with a written report to the Superintendent. This written report shall indicate either (i) there is sufficient evidence to pursue further investigation against such individual, or (ii) the evidence obtained does not warrant further police involvement and the case is therefore closed. If the investigation is being pursued further by the Monson Police, said written report shall also indicate when the Superintendent may inform the individual against whom the complaint has been sought. On the date when the Superintendent is allowed to inform the individual against whom the complaint has been sought, or if the case is closed, whichever occurs first, the Superintendent shall be without the benefit of the confidential evidence obtained pursuant to the police investigation.

Adopted 9/12/72

Revised 6/24/81

Revised 6/2/98

Monson Public Schools, Monson, Mass.

APPENDIX D

1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations (a minimum of ten (10) minutes is recommended) 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) **Classroom Walkthrough:**
- F) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- 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 of for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but at least 30 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. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new 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) **Instructional Rounds:**
- S) **Learning Walks:**
- T) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- U) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- V) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- *Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration (a minimum of ten (10) minutes is recommended) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video

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

- W) **Parties:** The parties to this agreement are the Monson School Committee and the Monson Teachers Association.
- X) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- Y) ***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.
- Z) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- AA) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-

determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- BB) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- CC) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- DD) ***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.
- EE) ***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.

- FF) ***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.
- GG) ***Trends in student learning:** At least two years of data, including three (3) data points, from the locally bargained district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district as bargained by the parties should be based on the Educator’s role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of any duration (a minimum of ten (10) minutes is recommended).

- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. The parties agree that the rubrics attached to this agreement shall be used.

5) **Evaluation Cycle: Training**

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

- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The Superintendent will work with the Association and the joint labor management committee (see Section 26(D)) to determine the most effective means of providing this training.

Evaluation Cycle: Annual Orientation

- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
 - iv) The participants will evaluate the effectiveness of this process as a means of providing the joint labor –management committee with actionable feedback.

6) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.

- (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below. The parties agree to bargain over the impact of this regulatory requirement (see Section 22) after guidance has been issued by the ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

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

10) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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 (a minimum of ten (10) minutes is recommended). Other means deemed useful by the Evaluator, principal, superintendent or other administrator and agreed to by the Association may also be used. Instructional Rounds and Learning Walks are non-evaluative collaborative observation protocols designed to assess overall school culture.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled

observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

11) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

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

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

13) **Evaluation Cycle: Summative Evaluation**

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

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

- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14) **Educator Plans – General**

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

15) **Educator Plans: Developing Educator Plan**

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

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

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

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

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

18) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but 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 that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Monson Teachers Association attend the meeting(s).
 - iii) If the Educator consents, the Monson Teachers Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

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

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

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

20. Career Advancement

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

21. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15,

2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

22. Using Student feedback in Educator Evaluation

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

23. Using Staff feedback in Administrator Evaluation

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

24. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

25. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.

- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other

staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.