

**CONTRACT**

**between**

**THE SCHOOL COMMITTEE  
of the  
TOWN OF HOLLISTON**

**and**

**HOLLISTON FEDERATION OF TEACHERS,  
LOCAL 3275, AFT-MASSACHUSETTS, AFL-CIO**

**September 1, 2017**

**August 31, 2020**



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## **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General laws of this Commonwealth of Massachusetts as amended, THIS CONTRACT IS MADE this 1st day of February, 2018, effective September 1, 2017, by the SCHOOL COMMITTEE OF THE TOWN OF HOLLISTON (hereinafter sometimes referred to as the Committee) and the HOLLISTON FEDERATION OF TEACHERS, Local 3275, AFT - Massachusetts, AFL-CIO (hereinafter sometimes referred to as the Federation).

## **PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Holliston as economically and efficiently as is possible, and that good morale within the teaching staff of the Holliston schools and group and individual contact with the citizens of Holliston are essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Holliston, has final responsibility for establishing the educational policies of the public schools of Holliston. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Contract shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Contract, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding thereunder.
- b. The Superintendent of Schools of Holliston (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- c. The Holliston Schools' teaching staff has responsibility for providing the highest quality learning environment in the classrooms and agree that the teachers' responsibility to their students and their profession may entail the performance of duties and the expenditure of time outside the classroom and beyond the normal working day.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information by and among the Committee, the Superintendent, other administrative personnel, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.

To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE I**  
**RECOGNITION**

**A. RECOGNITION**

The Committee recognizes the Holliston Federation of Teachers, (Local 3275, AFT-MA American Federation of Teachers--Massachusetts, AFL-CIO) as the exclusive bargaining agent and representative for certified (or non-certified teachers, guidance counselors, or librarians for whom the Superintendent has petitioned for a waiver), full time and part time classroom teachers, high school department leaders, middle school team leaders, elementary grade leaders, ESL facilitator, math and science curriculum specialists, literacy and social studies curriculum specialists, Montessori program specialist, wellness curriculum specialists, world language specialists, fine and performing arts curriculum specialists, guidance counselors, librarians, in-school suspension teachers, school psychologists, occupational therapists, and technology integration specialists.

**B. JURISDICTION**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are cited in this contract.

**C. DEFINITIONS**

1. The word "employee" or "employees" as used in this agreement shall mean a member or members of the bargaining unit as delineated in this article.
2. The use of the personal pronoun in this agreement shall mean either male or female as the context permits.
3. The use of the singular form in the agreement shall mean either singular or plural form as context permits.
4. The term "Committee" as used in this agreement shall mean the Holliston School Committee.
5. The term "Federation" as used in this agreement shall mean the Holliston Federation of Teachers, Local 3275, AFT - Massachusetts, American Federation of Teachers, AFL-CIO.
6. Any position less than full time shall receive all benefits on a prorated basis with the exception of tuition reimbursement that shall be equal to the full time rate.
7. The term "year" as used in this agreement shall mean "school year."

**D. GENERAL**

The Holliston School Committee shall employ, assign, and promote persons without regard to race, religion, color, sex, national origin, participation in an employee organization, age, sexual orientation or disability.

The Holliston Federation of Teachers shall represent equally all employees covered under this Agreement without regard to membership or participation in or association with the activities of the Federation and membership in or support of any employee organization shall not be a requirement or a condition of employment or a condition of the maintenance of employment except as provided in Article XV, Section I, Agency Fee.

The Holliston Federation of Teachers shall represent equally all employees covered by this Agreement without regard to race, religion, color, sex, national origin, age, sexual orientation or disability.

Subject to the provisions of this Contract, agreement on wages, hours, and other conditions of employment shall be attached as supplements and included as part of this Agreement.

**ARTICLE II**  
**CONSULTATION PROCESS**

The Superintendent and the President of the Federation will meet on a monthly basis to discuss matters of mutual concern. It is understood that the only grievance relative to the consultation process is failure to hold scheduled meetings.

**ARTICLE III**  
**SALARIES**

**A. TEACHERS' SALARY SCHEDULES**

Teachers shall be paid according to the Salary Schedule set forth in Appendix A-1, A-2, and A-3 attached hereto and made part of this agreement. All teachers paid under the CAGS column prior to April 1, 2014 will remain on the CAGS column. All teachers who were placed on the CAGS column on or after April 1, 2014 or who had already started a CAGS program approved by the Superintendent before April 1, 2014 will be placed on the CAGS column for one year, after which they will be placed on the appropriate column based on their total number of graduate credits received since being awarded their Master's degree. All teachers who started or who start a CAGS program after April 1, 2014 will be placed on the appropriate column based on the total number of graduate credits they have received since being awarded their Masters' degree. Effective September 1, 2016, the CAGS column shall become known as the M+60 column.

**B. CURRICULUM SPECIALISTS**

The stipends for each Curriculum Specialist are based on two factors: a specific dollar value and a set percentage of their workday (based on the teachers' salary schedule) dedicated to this position.

1. All Curriculum Specialist positions will be opened and posted each year.
2. The Committee agrees that it will guarantee at least a minimum of 3.6 FTE released time opportunities for professional growth of teachers earmarked to support the educational needs of the District. The job descriptions and work conditions of these new positions will be negotiated with the Federation and be subjected to the ratification process of both parties.

**C. HIGH SCHOOL DEPARTMENT LEADERS**

The stipend for the position of High School Department Leader is determined by combining the dollar value of two factors: management responsibility and number of teachers in the Department.

Management Responsibility

17-20

\$2,332.59

Number of Teachers — PAID PER TEACHER IN EACH CATEGORY

17-20

1-3     \$ 137.22

+3       68.61

The total number of teachers in a department will be determined by the number of full-time equivalent teachers in that department. If the full-time equivalent (FTE) count results in half or more of a whole number, the FTE count will be rounded to the next higher whole number. If the FTE count results in less than half of a whole number, the FTE count will be rounded to the next lower whole number.

When determining the FTE count, the Department Leader will be included in the count.

All department leaders will teach no more than .92 and earn the stipend stipulated above.

These positions will be opened and posted each year.

#### **D. MIDDLE SCHOOL TEAM LEADERS**

The annual stipend for Middle School Team Leaders will be \$3,773.32.

The Off-team Facilitator will receive the same stipend as all other Middle School Team Leaders.

These positions will be opened and posted each year.

#### **E. ELEMENTARY GRADE LEADERS**

The annual stipend for Elementary Grade Leaders will be \$3,773.32.

These positions will be opened and posted each year.

#### **F. MENTORING**

Both parties agree on the value of an effective and flexible mentoring system in Holliston and accept the following:

1. The Administration and Federation will meet semi-annually to review and evaluate the strengths and weaknesses of the program.
2. The present job description and stipend will be reviewed and, if necessary, be renegotiated on an annual basis.
3. Mentor teachers will be assigned to new teachers in the Holliston Public School on a priority basis.
  - a. Newly employed personnel with no classroom teaching experience;
  - b. Newly employed personnel with 1-2 years classroom teaching experience;
  - c. Newly employed personnel with 3 or more years of classroom teaching experience.

Priority of assignment will be based on the criteria above, in that order.

4. The District-wide administrator with focus on Curriculum, in collaboration with the Building Principal, the mentor and the newly employed teacher, may modify the mentoring plan as needed on an individual basis.
5. The District-wide administrator with focus on Curriculum, in collaboration with the Building Principal, the mentor, the Federation President, and the newly employed teacher, may address issues affecting the interpersonal relationship between the mentor and the newly employed teacher without prejudice to any party. This may result in changing mentor assignments, but it is recognized that this is not a negative reflection on any party.
6. The stipend for a mentor teacher is \$800.00 per year for the first mentee and \$400.00 per year for each additional mentee.

#### **G. OFFICE DETENTION**

Office detention will be an extra-pay position at both the Middle School and the High School. Two teachers will be assigned to this position in both the Middle School and the High School respectively. They will be appointed under the assignment philosophy section of this Contract. The pay will be \$12.00 per detention period. The position will begin in each September and will be reimbursed at the end of each school year.

#### **H. EXTRA PAY POSITIONS**

##### **1. Extra Pay Positions**

- a. The proposed activity shall be described in writing to the principal. The principal will acknowledge the receipt of the request and give a written opinion within fifteen (15) school days. The principal may then submit the proposal with his recommendation to the Superintendent.

The principal may then approve a trial period of one school year. At the end of the trial period a recommendation must be submitted to the School Committee through administrative channels for the institution of this activity on a continuing basis. Factors will be negotiated.

- b. New Sports – The first year of a new sport that has been approved by the School Committee will be remunerated through negotiation of factors.

**2. Computation of Extra Pay Positions**

Employees in extra pay positions shall be paid according to the formula and salary schedules set forth in Appendix B attached hereto and made part of the contract.

**3. Inactive Positions**

Any position that has been inactive for three (3) consecutive years will require new negotiation of factors.

- 4. In the event that a Curriculum Specialist, High School Department Leader, Middle School Team Leader or Elementary Grade Leader position remains vacant following the posting and application requirements, the position may be filled by a non-bargaining unit member after consultation with the Federation.

**I. SUMMER CURRICULUM WORK**

Thirty dollars (\$30.00) per hour will be paid for work during summer periods. Payments are to be made within thirty (30) calendar days after approval of completion of the project. Compensation shall be at the discretion of the administration for any curriculum work not completed and/or turned in on time.

**J. HOME TUTORING**

The hourly rate to be paid for home tutoring will be thirty dollars (\$30.00) per hour.

**ARTICLE IV  
SALARY POLICY**

**A. INCREMENTS**

Increments for all positions are subject to recommendation through administrative channels to the School Committee.

- 1. Granting or Withholding Increments – Increments are granted on merit recommendation from the administration and may be withheld if teacher performance and/or professional achievement and attitudes do not, in the opinion of the administration and/or the Committee, warrant the normal salary increment.

Teachers who are in danger of not receiving their increments or reappointments shall be given written notice by the administrator concerned fifteen (15) days prior to issuance of teacher contracts.

- 2. Merit Increments – May be granted as follows: For exceptional merit, increments of varying amounts may be granted beyond the regular salary increment. Such a special merit increment may be continued indefinitely or it may be granted for one year only. A list of teachers now receiving merit increments will be furnished to the Federation by October 1<sup>st</sup> of the contract year and reasons for the grant will be specified. Any additional awards made during the school year will be similarly furnished within fifteen (15) days of the award date.
- 3. Annual Increments – Teacher increments shall be determined in June at the same time as elections for the following school year. The Superintendent may make exceptions for increments earned between June and the start of the school year.
- 4. Teachers beginning service in the Holliston Public Schools after September 30 of any school year –
  - a. Increments will be effective in the anniversary month of service. If beginning date is between the first and the fifteenth, increment will be effective as of the first of the month. If beginning date is between the sixteenth and the last day of the month, increment will be effective as of the sixteenth of the month.

- b. Fourth Election – When such a teacher is awarded professional status, the increment will be effective the first day of the school year. All future increments will be effective as of the first day of the school year unless a deferred increment shall be voted.

## **B. PLACEMENT ON SCHEDULES**

1. Placement on B + 15, M + 15, M + 30, M + 45, M+60 scales requires attainment of credits in courses approved by the Superintendent or designee. The Superintendent’s initial placement of a teacher on the salary schedule shall not be subject to the grievance and arbitration procedure, however, the bargaining unit members may file a grievance concerning disputes over movement from one salary lane to another lane.

In the hiring of personnel new to the system, upon recommendation of the Superintendent, continuous full year experience in related work may be substituted for actual teaching experience. However, in no case may a year of work related experience count for more than a year of teaching experience. Placement of a new teacher on the salary schedule is not to be at a step beyond years of actual experience.

In hiring teachers new to Holliston, past continuous full year experience may be allowed. Placement of a new teacher on salary schedule is not to be a step beyond years of actual experience.

2. Doctorate Stipend – A stipend of \$2,500 will be granted annually to those persons who hold an earned doctorate as approved by the Superintendent. The Doctorate Stipend will be applied to the new salaries under the CAGS column. , The Doctorate Stipend will be applied to the new salaries under the M+60 column.
3. Employees that wish to be considered for placement on the fourteenth (14<sup>th</sup>) step are eligible only under the following conditions:
  - Employees must have accumulated at least twenty (20) years of service in the Holliston Public Schools at the conclusion of their final year of service to the District.
  - Employees must have accumulated at least ninety (90) sick days as of the date of notification to the Superintendent.

On or before the first of March in the year prior to their final full year of service, employees must provide the Superintendent notice by submitting a written letter of resignation effective either the last day of their last full year of service or the ninety first (91<sup>st</sup>) day of the school year following the employee’s final full year of service. Placement on the fourteenth (14<sup>th</sup>) step is for one year only. Notice of resignation, once accepted, is irrevocable.

## **C. METHODS OF PAYMENT / DIRECT DEPOSIT**

The amount of each payment will be the annual salary divided by 26 less deductions as appropriate. A payment will be made the second week of school and continue every other week until twenty-six payments have concluded. All bargaining unit members shall be required to use direct deposit to receive their paycheck.

Teachers may have the option of collecting summer-month payments in a lump sum at the close of the school year provided that individual teachers submit a written request to the Superintendent’s office prior to March 1.

#### **D. COURSE CREDITS**

In the event any teacher attains course credits which will place him on another salary schedule, said teacher will be required to submit written notice of the possible increase no later than March 1<sup>st</sup> of the school year prior to being placed on another salary schedule and to submit proof of attainment when achieved. All pay adjustments will be made beginning on the next month basis.

Teachers taking in-service courses in the Holliston School System will be granted one credit per hour of instruction per ten (10) weeks. These credits will be applicable to advancement on the teachers' salary scale.

Teachers may submit to the Superintendent or his/her designee a project that is of special interest to the teacher and the Holliston School System. This project is separate from any course work being pursued at a university and separate from any of their prescribed assignments within the school system.

This project can be of a research nature or the trial of an innovative idea within the classroom. Evidence must be presented that a minimum of 30 hours of work outside the classroom activity has been invested in the project. Three (3) credit hours will be given for completion of the project, and these credits will be applicable to advancement on the teachers' salary scale.

Proposal guidelines for proposal submissions are to be developed by the Superintendent or his/her designee and the teacher involved. (Any publication resulting from such suggested projects shall be shared equally by the teacher and the school system. Approval of all in-service credits will be determined by the Superintendent of Schools or his/her designee.)

#### **E. TUITION REIMBURSEMENT**

Tuition reimbursement applies to all teachers not on a leave as defined in Article X, Leaves, Sections F, G, H, I, J, K, or L. The maximum tuition reimbursement amount will be up to \$200.00 per credit for up to six (6) credits for each school year, for graduate courses that are with an approved degree program. The maximum tuition reimbursement amount will be up to \$165.00 per credit for up to six (6) credits for each school year, for graduate courses that are not within an approved degree program. The Superintendent of Schools, or his/her designee, shall make the determination if the program is an approved program, and this judgment is not subject to grievance.

The Committee shall budget a maximum of forty-five thousand dollars (\$45,000.00) per year for tuition reimbursement which shall be allocated 2/3 for summer and fall courses and 1/3 for spring courses. Any left-over funds from the summer and fall courses will be carried over to the spring, however, once the total requested exceeds the budgeted amount, no further reimbursements will be made.

Courses offered by The Education Cooperative (TEC) that offer college credits could be reimbursed up to \$165 per credit for the TEC charges in addition to college credit fee. These are treated as separate reimbursements with regards to the annual allotment of six credits. The college credit associated with the course determines the number of credits that would also be allotted for the TEC fee. Thus, if one chooses to be reimbursed for both the TEC charge and the college credit fee, the college credit(s) determined for the course will be doubled, counting once toward reimbursement of the college credit fees and once again toward reimbursement of the TEC fee. The cumulative sum counts against the yearly allotment of six credits. Teachers do not have to use both to qualify for either.

Tuition reimbursement up to the full amount per course per teacher per school year may be given to teachers for courses satisfactorily completed when such courses are assigned by administration and approved by the Committee for unique or unusual reasons.

All tuition reimbursements are subject to the following:

1. Such courses are at the graduate level and/or relate directly to the career development of the teacher and the needs of the Holliston schools.
2. The application receives the approval of the Superintendent or his/her designee prior to the taking of the course.
3. Should other financial assistance be received, the reimbursement will be reduced so that the sum of financial assistance and reimbursement does not exceed the full amount of the course cost.

4. A letter of application for reimbursement will be submitted to the Superintendent of Schools or his/her designee within sixty (60) days after the completion of the course. A grade slip or transcript shall be enclosed with the letter as evidence of the completion of the course with a grade of B or better (or pass, whichever is applicable). A receipted bill or cancelled check shall also be submitted. Once all documentation supporting the request for reimbursement has been received, the district will process the request for reimbursement in a timely fashion.
5. A teacher receiving reimbursement under this Section shall sign an agreement to teach in the school system for one (1) year following the completion of the course and to repay from the final salary check the reimbursement if said teacher voluntarily terminates service to the school system prior to one (1) year following completion of the course.
6. Judgments under this provision are not subject to grievance.

**F. ASSIGNMENT IN ACTING CAPACITY**

Anyone covered by this Contract who is appointed by the Superintendent or his/her designee to serve in another capacity involving greater responsibility for a period of time shall be considered to be serving in an acting capacity.

1. Salary while serving in an acting capacity – After two months of service in an acting capacity, salary shall be adjusted to an appropriate level of the salary schedule for this position, retroactive to the beginning of the appointment to the acting position.
2. Increments during service in an acting capacity – Increments shall be allowed as for a permanent appointee.
3. Termination of service in an acting capacity –
  - a. If appointment in an acting capacity terminates with regular appointment to that position, salary shall continue at the same rate.
  - b. If appointment in an acting capacity terminates with return to former duties, salary will revert to former schedule with increments allowed as if there had been no break in regular assignment.

**G. EARLY RETIREMENT INCENTIVE**

The Holliston School Committee may authorize an Early Retirement Incentive Program. This program may be revised or offered based upon prevailing economic conditions. Any teacher retiring in a given fiscal year shall be entitled to receive any Early Retirement Incentive Plan offered in that fiscal year provided the teacher meets all qualifications for the plan.

**ARTICLE V**

**PERSONNEL FILES**

**A. MAINTENANCE OF PERSONNEL FILES**

1. There is one official personnel file for each employee kept in the Office of the Superintendent of Schools. A cumulative working evaluation file, in which all material is dated, will be kept by the Principal. Material from the cumulative working evaluation file must be forwarded to the Superintendent on an annual basis by the first day of classes of the new school year. Any material for the preceding school year not forwarded by the first day of classes of the new school year cannot become part of the official personnel file.
2. The official personnel file kept in the Office of the Superintendent of Schools includes:
  - a. Original application, transcripts, and related papers.
  - b. Correspondence, memoranda, evaluation, and other papers relating to the employee's employment, promotion, transfer of position, or change in professional qualifications.

- c. Awards and commendations relevant to total employee role and other data referred by the employee, through Principal, or by the Principal with employee's knowledge.
3. Awards and commendations relevant to total employee role and other data referred by the employee or by an administrator shall be routed to the Office of the Superintendent as follows:
  - a. When referred by employee: data shall be given to the Principal with request that it be forwarded to the Superintendent. Copies of such data should be kept in the Principal's office file.
  - b. When referred by administrator: employee shall be informed of any material being routed to the Superintendent for official file in that office. Employee should sign all such material, indicating that he has seen it and is aware that it is being forwarded to the Superintendent of Schools. Copies of such data should be kept in the Principal's file as well.
4. No material of a derogatory nature will be placed in the official personnel or the cumulative working file unless the employee has had the opportunity to read and discuss same with the administration. These matters shall be promptly called to the attention of the employee involved and he may submit a written answer, which shall be attached to the original material.
5. Official grievances filed by any employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee or the working evaluation file kept by the Principal; nor shall such grievance become a part of any other file or record which is utilized in the promotion process, nor shall it be used in any recommendation for job placement. Nor shall any written communication, other document, or record relating to any grievance be filed in the personnel file maintained by the School Department of Holliston for any employee involved in presenting such grievance.
6. No anonymous letters or materials shall be placed in an employee's personnel files.

#### **B. REVIEW OF PERSONNEL FILES**

1. An employee may review the official personnel file or the cumulative working file upon twenty-four (24) hours prior written notice to the appropriate administrator. Such notice may be presented Monday through Friday, exclusive of legal holidays or other days when the office may be closed. Whenever possible, the employee will be permitted to review his/her personnel file sooner than twenty-four (24) hours from the receipt of the request provided, however, that failure to accommodate employee in less than the twenty-four (24) hour period is not grievable.
2. The employee shall review the file in the presence of an administrator or administrator's designee. Review shall be within a specified area of the building. The file may not be removed from the area.
3. An official of the Federation may accompany an employee for review of file. In this event, the employee is to give personally his file to the Federation official. A statement signed by the employee, certifying that he has authorized Federation review of his file, shall be placed in the file.
4. Upon receipt of a written request to the appropriate administrator, an employee shall be furnished a reproduction of any material in his file at fifteen (15) cents per page within seven (7) days after the receipt of said request.

**ARTICLE VI**  
**EVALUATION PROCESS**

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- (24) General Provisions

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 provided by the educator that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, and district-developed pre and post unit and course assessments, and capstone projects. The parties will reconvene to discuss DESE's advisory language on District-determined Measures.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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 specific to improving the Educator's unsatisfactory performance during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a Superintendent who has primary or supervisory responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for approving and/or 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. If the Supervising Evaluator is a HFT member, he/she shall not make recommendations on Educator ratings to the Primary Evaluator and he/she shall not draft formative or summative evaluations. All HFT members who are Supervising Evaluators must have previously been rated proficient or exemplary. 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 predominant 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.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who share responsibility for student learning.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations and agreement of the parties upon issuance of ESE guidance.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation must occur in person. 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 documented feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the Holliston School Committee and the Holliston Federation of Teachers that represents the Educators covered by this agreement for purposes of collective bargaining.
- U) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
  - Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** The parties agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, following guidance and model contract language from ESE.
- Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s

performance against the four Performance Standards and the Educator's progress toward achievement of and reflection on 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) Progress toward achievement of and reflection on Professional Practice Goal(s)
- vi) Progress toward achievement of and reflection on Student Learning Goal(s)

To be rated proficient overall, an educator shall, at a minimum, have been rated proficient on standards 1 and 2.

Z) **Record of Evidence:** Any and all physical/electronic documents maintained during the evaluation cycle up to the summative evaluation.

AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- 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

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

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

DD) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00.

EE) **\*Trends in student learning:** At least two years of data.

### 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 (or its replacement) gain scores, if applicable, in which case at least two years of data is required. The parties will reconvene to discuss DESE's advisory language on District-determined Measures.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility. The parties will reconvene to discuss DESE's advisory language on District-determined Measures.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) of at least 15 minutes for non-PTS Educators, 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 –Student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each Educator. The parties (Federation and Committee) shall mutually agree on a professional feedback instrument, which may be customized at each grade or department level. Educators shall use the feedback results to inform their self-assessment and/or shape the goal setting process. Educators will discuss student feedback results with Evaluators as they relate to their Professional Practice and Student Learning goals. The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. Should staff feedback on individual administrators be used in administrator evaluation, it shall be provided to the Superintendent. The identity of the staff member shall be disclosed to the Superintendent but not to the administrator who is the subject of the feedback.
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. As soon as a pattern of behavior becomes apparent in the course of the same school year, the evaluator shall notify the Educator in writing. The Educator will have an opportunity to respond using the Educator Response Form within 5 school days.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE.

5) **Evaluation Cycle: Initial and On-going 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 in consultation with the HFT shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or

principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three weeks of the date of hire. The district through the Superintendent in consultation with the HFT shall determine the type and quality of the learning activity based on guidance provided by ESE.

- 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) After three years, the parties agree to revisit this requirement.
- D) A portion of the annual New Teacher Institute will be devoted to orienting teachers new to Holliston to the evaluation process, including goal setting and the educator plans.

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 15th or within six 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 are encouraged to meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
  - iv) For Educators with PTS and ratings of proficient or exemplary, the student learning goal(s) and professional practice goal(s) may be team or individual goals.
  - 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 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 and 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 14-18 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 #21, below.
  - C) Educator Plan Development Meetings shall be conducted as follows:
    - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Evaluators must meet with the Educator(s) at the Educator's request. 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 1<sup>st</sup> or within four 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 no later than October 15<sup>th</sup> to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
  - D) The Evaluator approves or 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.
  - E) Review Process:
    - i) If an Educator with PTS disagrees with the goals of the approved Plan, the Educator may submit comments of that nature using the Educator Response Form within 5 school days.
    - ii) Copies will be submitted to the Primary Evaluator and/or supervisor of the Primary Evaluator,
    - iii) The Federation President may be copied if the Educator wishes.
    - iv) The notified parties may consult with each other on the matter.
    - v) Following any consultation, the Primary Evaluator and/or the supervisor of the Primary Evaluator may discuss the matter with the Supervising Evaluator, the Educator, and a Federation representative.
    - vi) A Federation representative may be asked to work with the Educator to revise the goals and contents of the Educator 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 10B, 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 one announced observation during the school year using the protocol described in section 10B, below.
    - ii) 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, instructional rounds, walkthroughs, or any other means deemed useful by the Evaluator, principal, Superintendent or other administrator.
  - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the Educator's mailbox in a sealed envelope, or mailed to the Educator's home in cases of extended absence.
  - 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 15 minutes in duration within 30 school days.
- B) Announced Observations
  - i) All non-PTS Educators, 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.
- (e) Evaluator-supplied evidence
  - (1st) The Evaluator may record sources of evidence other than classroom observations on the Evaluator Record of Evidence Form with the appropriate feedback accompanying each entry.
  - (2nd) The Educator may use the Educator Response Form in Appendix C to submit comments and/or additional information he/she believes relevant to the Evaluator's understanding of the evidence following an Educator Record of Evidence entry made by an Evaluator.
  - (3rd) Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation.
  - (4th) The Evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature or electronic acknowledgement.
- (f) Educator-supplied evidence
  - (1<sup>st</sup>) Every Educator is encouraged to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward planning goals consistent with the timelines set forth in the evaluation process.
  - (2<sup>nd</sup>) The Educator may share any or all compiled evidence/information with his/her Evaluator(s) at any point in the evaluation cycle consistent with the timelines set forth in the evaluation process, in which case said contents will be entered into the Educator's Record of Evaluation using the Educator Collection of Evidence Form. The Primary Evaluator shall acknowledge receipt of said contents with his/her signature or electronic acknowledgement.

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 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 12, 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. When evaluating the progress toward attainment of

team goals, the evaluator may consider evidence of the contributions made by individuals to the team.

- 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 toward achievement of and reflection on 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, electronically or to the Educator's school mailbox in a sealed envelope or home in the case of an extended absence.
- G) The Educator may reply in writing using the Educator Response Form to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report 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. When evaluating the progress toward attainment of team goals, the evaluator may consider evidence of the contributions made by individuals to the team.
- 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 toward achievement of and reflection on 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, electronically or to the Educator's school mailbox in a sealed envelope or home in the case of an extended absence.
- 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 using the Educator Response Form 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 June 1<sup>st</sup>.
- 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. When evaluating the progress toward attainment of team goals, the evaluator may consider evidence of the contributions made by individuals to the team.
- 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 the 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 toward achievement of and reflection on 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, electronically or to the Educator's school mailbox in a sealed envelope or home in the case of an extended absence no later than June 1<sup>st</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by June 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 using the Educator Response Form, 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. All products of the evaluation process shall remain confidential to the extent permitted by law and DESE regulations.
- 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. A new assignment shall be defined as a change in subject area, licensure or level (PreK-5, 6-8, 9-12).
  - 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 whose impact on student learning is moderate or high, after DESE issues guidance on determining educator impact on student learning. 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 whose impact on student learning is low, after DESE issues guidance on determining educator impact on student learning. 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 1<sup>st</sup>.

- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
  - E) For an Educator on a Directed Growth Plan whose overall performance rating is not 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 of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities specific to improving the Educator's unsatisfactory performance to 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 support and/or resources 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 support and/or resources to the Educator.
    - ii) The Educator may request that a representative of the Holliston Federation of Teachers attend the meeting(s).
    - iii) If the Educator consents, the Holliston Federation of Teachers 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 support and/or resources that the district will make available to the Educator;
    - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
    - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
    - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
    - vii) Include the signatures of the Educator and Supervising Evaluator.
  - H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - 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 four 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.

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

<b>Activity:</b>	<b>Completed By*:</b>
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 15
Evaluator may meet 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 approves or 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 two weeks before Formative Assessment Report date established by Evaluator	<i>January 15*</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	June 1
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

\*If the deadline falls on a non-school day, the deadline becomes the next school day.

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

<b>Activity:</b>	<b>Completed By*:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<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	June 1 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

\*If the deadline falls on a non-school day, the deadline becomes the next school day.

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) Effective September 2015, 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 in their previous Summative Evaluation.
- C) Educators with PTS whose summative performance rating is exemplary and, whose impact on student learning is rated moderate or high after DESE issues guidance on determining educator impact on student learning, 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. 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. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**23) Transition from Existing Evaluation System – This item left intentionally blank**

**24) General Provisions**

- A) Only Educators who are licensed administrators may serve as Primary Evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures at least annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. When reviewing the District's compliance with the totality of the evaluation process, the arbitrator shall also consider the best interests of the students of Holliston.
- G) Educators have the right to have a Federation representative present at any meeting held with the Evaluator where the performance of the Educator is being discussed, provided, however, that the Federation's availability cannot delay the meeting to the point where the district is in jeopardy of violating the time deadlines outlined in this document.

**ARTICLE VII**  
**ASSIGNMENT PHILOSOPHY**

**A. GENERAL**

1. Full administrative effort will be made, on a system-wide basis, to assure that teachers are not assigned, except temporarily and for good and sufficient reason, outside their area of certification and major or minor fields. After consultation with the teacher, administrative judgment shall prevail concerning assignments within a subject area.

Teachers shall be made aware of transfer opportunities, shall receive objective consideration of requests for transfer, know their tentative assignments well in advance, have adequate planning and preparation time, and equitable access to necessary equipment. The requirements of different specialized areas shall be taken into consideration in working towards these goals.

Assignment of special education teachers to special education classes will be at the discretion of the appropriate administrator after consultation with the District's Special Education Administrator.

If notification of teaching assignments cannot be given prior to the close of school, every possible effort shall be made to provide notification prior to August 1<sup>st</sup> but in no event later than the opening of school. For part-time teachers, every possible effort shall be made to provide notification of their specific work schedule (including days and hours worked) prior to August 1<sup>st</sup> and, except in unforeseen circumstances, no later than one week prior to the opening of school.

Notification of assignment for summer work will be made by the week prior to the close of school.

2. When filling positions, the system will seek volunteers first. The Superintendent will make voluntary or involuntary transfers only after considering seniority, certification(s), and the needs of the system.

An involuntary transfer will be made only after a meeting between the teacher involved, the Federation if requested by the teacher, and the Superintendent at which time the teacher will be notified of the reasons for the transfer. Administrative judgment shall prevail unless the Superintendent's decision is arbitrary or capricious.

Except in unforeseeable circumstances, a teacher will be notified by June 1 of the Superintendent's intention to involuntarily transfer the teacher and such transfer will be effective at the beginning of the school year.

**B. POSITION AVAILABLE NOTICES**

During the school year, employees currently on the payroll of the Holliston Public Schools will be notified in each building, system-wide, of openings for professional teaching positions and other positions covered under this Contract.

During the summer months, notice of open professional teaching positions and other positions covered by this Contract will be posted on the school district website.

Appointments to all extra pay positions are for one year. They must be declared open each year. Any teacher may apply for them. The teacher presently holding one of these positions must reapply for this position if he or she wishes to be reappointed. The process leading to appointment or reappointment of each position must be the same for all applicants for the position. Extra pay positions for the school year must be posted by the previous June 1<sup>st</sup>. Appointments will be made prior to the beginning of the school year or as soon as possible thereafter.

All current employees who apply for any positions under this section shall be interviewed.

**C. TEACHERS, COACHING ASSIGNMENTS**

A teacher may coach more than one interscholastic sport during a school year. When coaching assignments are made to teachers, it is with the understanding that the teacher shall schedule after-school help, as needed, to students.

#### **D. PREPARATION TIME**

1. The Holliston School Committee, recognizing the needs of staff to adequately prepare for classroom activities and recognizing the importance of ongoing curricular development and curriculum revision to the goals of the Holliston Public School, will guarantee the following minimum preparation time:

Grades PreK – 2	50 minutes per day
Grade 3 - 4	65 minutes per day
Grade 5	75 minutes per day
Grades 6 – 8	82 minutes per day
Grades 9 – 12	77 minutes per day plus 41 minutes per week during the Directed Study Block

Elementary Unified Arts 50 minutes per day plus 50 minutes per week

2. In guaranteeing the above minimum preparation times, the Holliston School Committee would expect teachers not only to perform planning and preparation for teacher assignments but also to work on curriculum development, curriculum integration, meet with colleagues and work in other educational areas that enhance their individual classes. Teachers will have professional and academic flexibility in using their preparation time, however, all parties understand that circumstances may necessitate that administrators may occasionally schedule teacher meetings, including but not limited to IEP meetings and/or parent meetings during their preparation time.
3. Recognizing that emergencies do occur, and recognizing that the School Committee and administration are working to solve the substitute problem at the high school, teachers at the high school may be called upon to provide classroom coverage for absent peers no more than seven (7) times per year and no more than one-half block per coverage occurrence. Teachers will be allowed to decline one coverage request per semester. Teachers will receive compensation for providing classroom coverage as follows:

First to fourth occurrence \$20 per occurrence

Fifth to seventh occurrence \$40 per occurrence

4. The Holliston School Committee and the Holliston Federation of Teachers agree to extend the pilot program that alters the existing schedule at the High School. The daily schedule will consist of four seventy-seven (77) minute periods and a forty-one (41) minute Directed Study Block (DSB). Teachers will be required to cover one DSB four days a week. The teacher's non-assigned time in DSB will be considered preparation time in addition to his/her daily preparation time.

Teachers are guaranteed that coverage of a DSB will not require any preparation. The School Committee and/or Administration and the Federation will evaluate the pilot schedule yearly. Any changes in the schedule will follow the normal ratification procedures of the parties.

Teachers assigned to Band and Chorus shall have two non-assigned Extended Directed Study Block per week.

5. High School Department Leaders in the subjects of English, Math, Social Studies, Science, World Language, Fine and Performing Arts, and Wellness will receive an additional term block released from teaching responsibilities if assigned to serve as a Supervising Evaluator as defined in Article VI, Section 2(J)(ii).

ESL Facilitator will teach no more than 0.4 FTE if assigned to serve as a Supervising Evaluator as defined in Article VI, Section 2(J)(ii).

K-12 Curriculum Specialists (World Language, Fine and Performing Arts, and Wellness) will be provided with substitutes, as needed, in order to conduct walkthrough observations.

#### **E. DUAL COACHING FOR EMERGENCY PURPOSES**

1. If the Superintendent or designee determines that two positions have to be performed at separate time intervals due to the nature of the two positions, the coach will be compensated with two full separate salaries as determined by the factor system with the exception that the Experience factor

for both positions be equal to the highest level of Experience that the coach in question holds for that season.

2. If the Superintendent or designee determines that the two positions can be performed at the same time by the coach, he or she will be compensated by receiving at least one-half of the salary due for the second position with the exception that the experience factor will be extended to the highest level of experience held by the coach in that season. This compensation is in addition to the salary due for the first coaching position.

If the dual coaching combinations and attendant compensation does not fit either category described in Items 1 or 2, a committee will be convened to determine the compensation for the second position.

This committee shall include (a) a representative of Administration, (b) the Athletic Director, (c) the applicant, coach and (d) a representative for the bargaining unit.

#### **F. CLASS SIZE**

Every effort shall be made by administration to retain reasonable class sizes within budgetary constraints.

### **ARTICLE VIII**

#### **SENIORITY, LAYOFF AND RECALL PROCEDURES**

##### **A. SENIORITY**

1. Seniority shall be defined as the length of continuous service in the Holliston Public School System in terms of years, months and days commencing with the initial date of work, not hire.
2. Seniority shall be deemed broken by resignation or retirement from the Holliston Public Schools.
3. Periods due to a break caused by resignation or retirement shall not be added together to determine seniority.
4. All leaves of absence will be credited toward continuous service and seniority except for those leaves identified in Article X, Sections G, H, I, J, K. Those leaves will be credited toward continuous service only.
5. In the event that two or more employees have an identical date of initial employment, and certification, seniority shall be determined by the drawing of lots by such employees or their designees.
6. The Holliston School Department shall provide the Federation a seniority list of all employees in the bargaining unit indicating the initial date of employment, areas of certification assigned and certifications held. This list shall be given to the Federation sixty (60) days after the execution of this Agreement and annually thereafter by October 1.

##### **B. LAYOFF PROCEDURES**

In the event of a decision by the Committee to reduce the professional staff, the following procedure will be followed:

1. Where possible, such reductions will be accomplished through attrition of staff.
2. The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same position as the PTS teacher. The order of layoffs for professional teacher status teachers shall be determined based on the teachers' qualifications, which shall mean job performance, including overall ratings on teacher evaluations, and the best interests of students in the school or district. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For the purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

### **C. RECALL PROCEDURES**

1. Employees holding professional teacher status laid off under the provisions of this Article shall be considered for recall during a two (2) year period from the effective date of their lay-off provided that at the time of lay-off such employee indicated in writing to the Superintendent of Schools that he wanted to be considered for recall.
2. Employees holding professional teacher status shall be required to take one (1) three-credit course in the subject area(s) in which they will be assigned within the first calendar year of this assignment. Such course must be approved by the Superintendent of Schools. However, if returned to a position from which the employee was laid off within one year of lay-off, the course work requirement will be waived.

## **ARTICLE IX**

### **PROFESSIONAL GROWTH**

#### **A. CONFERENCES, CONVENTIONS, WORKSHOPS AND VISITATION DAYS**

Conventions, conferences, workshops and visitation days are an important factor in the professional development of in-service education of the faculty. There is a definite correlation between professional growth and the quality of education.

The Holliston School Committee wishes to make available to the instructional staff maximum opportunity for professional growth and development insofar as it may be provided through released time and budget expenditures, up to 80% reimbursement for the cost of approved conferences, conventions, and workshops to the extent there is money allocated in budget line items specifically for that purpose.

#### **B. LEAVE**

Absence is allowed for attendance at conventions, conferences, workshops, and visitation days under the regulations established by the administration.

#### **C. SUMMER SEMINARS**

Recognizing the importance of all phases of professional growth to the individual teacher and to the Holliston schools, the Committee directs that every effort shall be made to encourage attendance at summer seminars, whether such seminars are financed by a National Scholarship Grant, other grant, or by the individual teacher, providing only that such attendance works no hardship on the Holliston schools.

#### **D. PROFESSIONAL DEVELOPMENT STIPENDS**

Stipends/Compensation will be paid for Professional Development Preparation and/or Delivery as follows:

1. The Professional Development Program will include but not be limited to:
  - a. Graduate courses for in-house credit toward the salary scale and/or Graduate School credit
  - b. Workshops for Professional Development points
  - c. Professional Day Presentations/Programs
  - d. Non-credit/non-PDP workshops
2. Criteria for the above stated programs are:
  - a. Graduate Courses
    - 1) University credit – as defined by the graduate school
    - 2) In-house credit to salary scale
      - 1 graduate credit = 10 hours contact time and assignment and project(s)Additional credits must meet the above definition per credit.
  - b. Workshops for PDPs will be minimum of ten hours total (not necessarily consecutive hours) subject to possible revisions by State Department of Education.
  - c. Professional Day Activities
    - 1) Formal program lasting six hours or more than one professional day
    - 2) Presentation – minimum of one hour to a maximum of four hours
    - 3) Workshops – minimum of three hours to maximum of six hours
  - d. Non-Credit/Non-PDP workshops – Personal Interest/Growth
    - 1) Minimum of one hour

- 2) Maximum at discretion of presenter and District-wide administrator with focus on Curriculum. Depending on relationship between the on-credit program and teaching assignment, PDPs may be awarded by the District-wide administrator with focus on Curriculum.
3. Stipends/Compensation will be paid for Professional Development Preparation and/or Delivery as follows:
  - a. Graduate Courses
    - 1) Graduate school per agreement with the Graduate School
    - 2) In-house credit to salary scale for participants and \$50.00 per delivery hour payment to instructor.
  - b. Workshops for PDPs: \$25.00 per workshop hour and \$15.00 per hour for preparation time not to exceed more than 1/2 the workshop time.
 

Example:           2-hour workshop payment = \$65.00  
                   4-hour workshop payment = \$130.00

Facilitators for parts a. and b. receive \$15.00 per contact hour.
  - c. Professional Days
 

Additional compensation for teachers who present or facilitate during a professional day include:

    - 1) Instructor who has taught 6 or more hours may attend a one-day conference approved by the District-wide administrator with focus on Curriculum, paid by Holliston Public Schools as school business day or receive a \$25.00 per hour stipend for preparation.
    - 2) Presenter (1-4 hours) will be paid \$25.00 per hour for preparation.
    - 3) Facilitator will be paid \$15.00 per hour for preparation.
4. Non-Professional Day Activities approved by the District-wide administrator with focus on Curriculum requiring presenters and/or Facilitators will be paid in accordance with Section 3a and 3b. Non-credit/Non-PDP workshops will be paid \$15.00 per hour.
5. Presentations requested by Building Administrators outside of the regular schedule are subject to the above stipends of Section 3a and 3b.
6. Sections 1-5 above will be reviewed by the Administrators and Federation on a semi-annual basis.

## **ARTICLE X**

### **LEAVES**

All salaried professional personnel shall be allowed the same sick leave, personal leave, and bereavement leave.

#### **A. SICK LEAVE**

Twelve (12) school days per year are allowed, cumulative to 172 school days. No “annual” days shall be granted which shall cause the maximum accumulated days to exceed 172. A maximum of eight (8) days a year will be allowed as part of the sick leave policy in the event of a serious illness in the immediate family. If five (5) consecutive days are used for family illness, the employee will provide documentation to the Superintendent from a health professional treating the family member.

**Example:** An employee at the end of a school year has 170 days accumulated. At the commencement of the next school year he shall be granted two (2) additional sick leave days. If during such year the employee utilized five (5) sick leave days, he will end the year with 167 to his credit.

$$170 + 2 = 172 - 5 = 167$$

#### **B. SICK LEAVE POOL**

Under the provisions of this Contract, a Sick Leave Pool is created whereby a teacher may contribute up to a total of three (3) of the accumulated sick days annually. The purpose of this pool is to provide a bank against which teachers may draw in the event of extended illness or accident, which has depleted a teacher’s personal sick day accumulation. In order to be eligible for the Sick Leave Pool, a teacher shall have contributed at least one (1) sick day and shall have worked through the first day of their second full year of employment as a

teacher in the Holliston Public Schools. Sick Leave Pool days shall not exceed 1,100 days, except that a new teacher may contribute a day in order to be eligible for the Sick Leave Pool and days presently in the pool in excess of 1,100, if any, will remain in the pool until utilized. These exceptions may increase the Sick Leave Pool days in excess of 1,100 and not violate the agreement.

A teacher or his/her appointed representative will petition the Superintendent of Schools to draw days from the pool.

A doctor's certificate indicating that the inability to perform is due to an extended illness or accident and indicating the probable continued duration of the absence shall be submitted to the Superintendent of Schools.

A Sick Leave Pool Board comprised of three (3) teachers appointed by the Federation and three (3) administrators appointed by the Superintendent will approve or disapprove the request. The Executive Board of the Federation has the option of disapproving any request before it reaches this level. Upon a tie vote, any member of the Sick Leave Pool Board may seek to further discuss the issue prior to a revote. There will not be more than two revotes. If two revotes fail to resolve the tie, a seventh member will vote periodically on an alternating year basis. The Superintendent or designee and the President of the Federation or designee shall serve as the seventh member. The Federation or designee shall serve in the tie-breaking capacity for school year 2014-2015..

Votes will be taken by secret ballot and all discussion of the Sick Leave Pool Request shall be confidential.

Upon approval of an allotment of days, the Office of the Superintendent of Schools will be notified in writing (with copies to the Principal and teacher) in order that said teacher will continue to receive his check in the routine manner.

The Sick Leave Pool shall be available for use for a reasonable period. Each case shall be reviewed and extensions of use beyond an original allotment shall be determined by the Sick Leave Pool Board.

### **C. PERSONAL LEAVE**

Teachers are eligible for up to three (3) personal days a year.

1. Personal Leave may not be taken on days immediately before or after a vacation period, holiday weekend, or holiday. Exceptions may be made by the Superintendent. Such decisions are not subject to the grievance procedure.
2. Notice of request to take a personal leave day shall be given at least forty-eight (48) hours in advance of the requested day, except in cases of emergency. Notice shall be made on the form attached hereto as Appendix D.
3. Personal leave days allowed herein may only be taken to permit employees to schedule business or personal commitments that necessitate their presence and can not be taken care of at any time other than the regular school week. When requesting personal days that will occur during the months of May and June, bargaining unit members shall provide the specific reason(s) for any personal day requests to the Superintendent in writing.
4. Personal leave requests shall be submitted on the personal leave form directly to the Superintendent of Schools.
5. Personal leave is not cumulative from year to year. Any bargaining unit member with unused personal days at the end of a school year will have his/her unused personal days rolled over into his/her accrued sick leave, provided that the addition of the days to the employee's accrued sick leave does not exceed the maximum number of accrued sick days allowed under the contract. Such unused personal days, that roll over to his/his accrued sick leave in the following year are not eligible for the Sick Leave Pool provisions set for in Article X, Section B.

### **D. BEREAVEMENT**

There shall be up to five (5) consecutive working days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the teacher is living, grandchild, grandparent, aunt, uncle, niece, nephew, first-cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law.

There shall be up to three (3) consecutive working days leave with pay on account of death of a close friend.

## **E. RELIGIOUS OBSERVANCES**

Religious holidays are allowed. They are not charged against personal or sick leave.

## **F. SABBATICAL LEAVE**

**Eligibility** – Any teacher who has served continuously in the Holliston Public Schools for a period of at least seven (7) years may be granted by the School Committee sabbatical leave of absence for one (1) school year for study and/or research. Such study and/or research must relate to the educational responsibilities of the teacher. Study and/or research must be under the auspices of an accredited college or university.

The School Committee shall determine if the requested sabbatical leave shall be granted and who will be granted such leave. No more than one percent (1%) of the total staff, nor more than two faculty members, may be on sabbatical leave in one school year.

**Salary** – A teacher granted sabbatical leave shall receive two-thirds (2/3) pay for a full year's leave. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he would have attained if he had remained in the school system. Such placement is subject to administrative recommendation for increment based upon evaluation of the sabbatical leave performance.

**Reports to the Superintendent of Schools** – While on sabbatical leave, the teacher concerned shall submit quarterly progress reports (i.e., four (4) reports before October 30, January 15, April 1, and June 30) to the Superintendent of Schools. Included in such reports shall be all evaluation records from a college or university where applicable. Failure to submit said reports will result in termination of remainder of leave.

**Application Procedure** – The following procedure shall apply to application for sabbatical leave:

1. The teacher shall apply in writing to the Superintendent of Schools between October 1 and December 1 of the school year preceding the school year of the sabbatical leave. No applications will be accepted after December 1. The application shall contain a complete statement concerning the reason for the requested leave, and the college acceptance where applicable.
2. The School Committee shall notify all applicants of action taken on their requests no later than April 1 of the year preceding the leave.

**General Information** – A teacher receiving sabbatical leave shall, upon being granted such leave, sign a written agreement with the School Committee that upon termination of such leave he will return to service in the Holliston School System for a period equal to twice the length of such leave and that in default of completing such service, he will refund to the Town of Holliston an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

Tuition reimbursement (Article IV, Section E) does not apply to teachers on sabbatical leave. The Committee may at its discretion terminate for just cause any sabbatical leave it has granted.

The award of the sabbatical leave will not be subject to the grievance procedure.

## **G. PARENTAL LEAVE, NON-BIRTH PARENTAL LEAVE, CHILD-REARING LEAVE**

- (1) Upon receipt of at least two (2) weeks' written notice of a teacher's anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. FMLA leave shall run concurrent with parental leave. Except to the extent covered by sick leave as set forth below, said leave will be without pay. A teacher who is pregnant and is physically unable to work due to disability connected to pregnancy or child birth may use accumulated suck leave to cover those days she is disabled and unable to work. The teacher shall submit medical documentation to the Superintendent verifying the disability.
- (2) Non-birth parents. Non-birth parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be taken within the eight-week parental leave period. Non-birth parents shall not be eligible to access the Sick Leave Pool for the above-referenced two weeks. FMLA leave shall run concurrent with parental leave.
- (3) A teacher who has been employed for at least three (3) consecutive months as a full-time employee at the start of a parental leave may extend his/her parental leave for a period not exceeding eighteen (18) months for the purpose of child-rearing leave. A child-rearing leave shall be unpaid. The teacher will provide the

Superintendent with at least two (2) weeks written notice of his/her anticipated date of departure and date of return and shall be restored to his/her previous, or a similar position with the same status, pay, length-of-service, and seniority wherever applicable as of the date of the leave. Return to work shall occur effective either the first or the ninety-first day of school, or on a date mutually agreed to by the Superintendent or his/her designee and the teacher. Failure to return on the date indicated shall be considered a resignation effective the expected date of return. FMLA leave shall run concurrent with child-rearing leave. An employee while on parental or child-rearing leave shall not be exempt from the provisions of Article VIII. Such parental or child-rearing leave shall not affect the employee's right to receive entitled benefits for which he/she was eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.

## **H. ADOPTION AND SURROGATE BENEFIT**

To offer assistance to all employees who are building families, the Holliston School Committee agrees to provide eligible employees with adoption and surrogate parenting benefits, including financial reimbursement and leave of absence.

### **1. Eligibility**

Effective September 1, 2002, all full-time and part-time employees are eligible immediately upon hire for adoption and, effective September 1, 2014 surrogate parenting benefits as described below. If an employee and his/her spouse both work for the Holliston School Committee, only one employee can utilize the benefit. Adopted children and surrogate children, to be considered for this benefit, must be under 18 years of age.

### **2. Financial Reimbursement**

Eligible adoption-related and surrogate parenting expenses will be reimbursed upon finalization of adoption to a maximum of \$2,000.00 per child. Part-time employees will be reimbursed on a pro-rated basis. Most expenses directly related to the adoption are reimbursable. These include:

- Agency and placement fees
- Temporary foster care costs
- Legal fees and court costs
- Immigration, immunization and translation fees
- Medical expenses of the birth mother
- Transportation and lodging
- Medical expenses of the child, not covered by insurance

### **3. Leave of Absence**

Full-time employees who have been employed for three consecutive months may use the provisions of Article X, Section G (Parental Leave) for unpaid leaves. Full-time employees who adopt a child shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be consistent with the time requirements for adoption leave under MGL c. 149, Section 105D.

Part-time employees with professional status may use the provisions of Article X, Section I (Leave of Absence) for unpaid leave.

Part-time employees without professional status are not eligible for extended leave but are eligible for unpaid leave, Section M (Family Medical Leave).

## **I. LEAVE OF ABSENCE**

A leave of absence without pay for a period of up to one school year may be granted to a teacher with professional teacher status at the discretion of the Committee. A teacher granted such a leave will be offered a contract at the expiration of the leave provided that ninety (90) days prior to the expiration of the leave the teacher informs the Superintendent in writing that he will be returning at the expiration of the leave. Failure to inform the Superintendent in writing and in a timely manner shall be deemed a resignation of the position.

The Superintendent may recommend to the School Committee that a leave of absence for a period of longer than one year be granted.

Requests for leaves of absence must be submitted to the Superintendent in writing prior to the close of the previous school year. This provision may be waived in emergency situations by the School Committee.

1. Only teachers returning after a year's leave of absence shall be placed on the next step of the salary schedule above that which the teacher left. All benefits to which the teacher was entitled to at the time the leave of absence commenced shall be restored to him upon his return.
2. The terms and conditions of leaves of absence of less than one school year shall be determined by the Committee.

A teacher denied a request for leave of absence will be informed in writing of the reasons for the denial of the request.

Nothing contained in this section shall act to suspend Article VIII under the terms of this contract.

#### **J. FEDERATION LEAVE**

A member of the bargaining unit who is elected a full-time paid officer of the Massachusetts Federation or the American Federation of Teachers may be granted an unpaid leave of absence for one (1) school year. Application for such leave must be filed in writing in the Office of the Superintendent of Schools by June 1 prior to the September starting date of the requested leave.

#### **K. CAREER TRANSITION LEAVE**

A career transition leave, without pay, for a period of up to one (1) school year will be granted by the Committee to an employee with professional status covered by this Contract upon the following terms and conditions:

1. An employee seeking such a leave must notify the Superintendent of Schools, in writing, of his intention to secure a career transition leave by May 1<sup>st</sup> of the then current school year for the next school year commencing the following September and, once applied for, the leave request shall be irrevocable unless waived by the Superintendent.
2. An employee granted such a leave will be offered a contract (subject to the provisions of this Article) at the expiration of the leave provided such employee notifies the Superintendent, in writing, by March 1<sup>st</sup> of the leave year that he will be returning at the expiration of the leave; except nothing herein shall protect an employee granted such a leave from the provisions of Article VIII and it is understood and agreed that Article VIII shall apply to all employees on leave or otherwise.
3. Only employees returning after a year's leave of absence shall be placed on the next step of the salary schedule above that which the employee left. All benefits to which the employee was entitled at the time the leave commenced shall be restored to him upon his return.
4. An employee shall be entitled to only one (1) Career Transition leave during his employment by the Committee.
5. A Career Transition leave may not be taken immediately before or after any other leave.

#### **L. LTD LEAVE**

A teacher on Long Term Disability leave pursuant to the LTD insurance offered through Article XV, Section E of the contract shall be considered to be on leave for the entire duration of his/her disability. There will be no need for a yearly request for such leave; however, the teacher will contact the Superintendent on an annual basis concerning his/her status.

A teacher returning from LTD leave shall be restored to his/her previous, or a similar position of the same status, pay, length of service, and seniority, wherever applicable, as of the date of his/her leave.

Any teacher returning in a less than full time status will develop a transitional plan with the Superintendent.

#### **M. FAMILY MEDICAL LEAVE**

All provisions of the Family and Medical Leave Act of 1993 as implemented on April 6, 1995, are incorporated into this Agreement.

## **N. SMALL NECESSITIES LEAVE ACT**

All provisions of the Small Necessities Leave Act outlined in Chapter 149, Section 52 D of the Massachusetts General laws as implemented on May 6, 1998, are incorporated into this Agreement.

## **O. ALTERNATIVE WORK SCHEDULES**

Job sharing by two people of one full-time teaching position is permitted under this contract under the following conditions:

- Both partner teachers must agree to participate;
- Both partner teachers agree to relinquish their rights to a full-time position and any return to full-time status is subject to the availability of a full-time position for which, in the opinion of the Superintendent, the partner teacher qualifies;
- Both partner teachers acknowledge that arrangements such as these require careful, timely and detailed communication among all parties;
- Both partner teachers agree that time for this communication will be unpaid and in addition to the time that they have committed to the position;
- All job share arrangements expire automatically upon the resignation of one or both partner teachers; and
- All job share arrangements are subject to the annual review and approval of the Superintendent.

## **ARTICLE XI**

### **LENGTH OF YEAR / DAY**

The school year for teachers (with no scheduled closing day), excluding those new to the faculty, shall consist of one hundred and eighty-five (185) days including one full day for orientation which will contain no more than one half day for formal meetings as determined by the Superintendent.

1. The school year for guidance counselors may be ten (10) days longer than that agreed to for the classroom teacher. The number of extra days up to ten (10) and the actual day(s) worked will be determined by the appropriate administrator, and the per diem of the individual counselor's salary shall be paid. The per diem rate is determined by dividing the annual salary by the number of days in the school year for teachers.
2. All personnel shall close out their administrative work at the end of each school year, satisfactorily, to the appropriate administrator.
3. The school day for teachers shall be sufficient in length to meet legal requirements, educational needs of students, professional growth and development of the staff, essential administrative processes, and the continuing development of the educational programs of the schools. Teachers will recognize the length of school day includes a commitment to parents and that they should schedule meetings with parents as a fulfillment of their professional responsibilities and that such meetings be scheduled at mutually agreeable times. Teachers shall be expected to remain at school a minimum of fifteen (15) minutes beyond student dismissal.
4. There will be a starting time for the school day. The staff will fulfill its commitments to the school's needs in a professional manner while administrators will ensure that the staff will not be arbitrarily required to be present at the end of the teaching day for non-essential functions. (Interpretation of non-essential functions shall be submitted to the consultation process.)
5. There will be a system-wide coordinated approach to the various required activities, over and beyond instruction and preparation time: e.g., faculty meetings, in-service activities, department meetings, etc. This will be planned and disseminated in such a manner that all concerned are aware of such activities well in advance. Included in this planning will be time for Federation meetings at a frequency agreed upon by the Superintendent and the President.
6. Teachers may be required to attend not more than four (4) evening meetings each school year, with adequate advance notice. Only three (3) such meetings may require preparation. No more than two (2) may occur within the first ninety (90) school days of the school year and no more than two (2) may

occur during the second ninety (90) school days of the school year. Attendance beyond four (4) meetings shall be voluntary.

Effective September 1, 2018, high school and middle school teachers may be required to attend not more than four (4) evening meetings each school year, with adequate advance notice. Only three (3) such meetings may require preparation. No more than two (2) may occur within the first ninety (90) school days of the school year and no more than two (2) may occur during the second ninety (90) school days of the school year. Attendance beyond four (4) meetings shall be voluntary.

Effective September 1, 2018, elementary teachers may be required to attend not more than five (5) evening meetings each school year, with adequate advance notice. No more than four (4) may occur within the first ninety (90) school days of the school year and no more than two (2) may occur during the second ninety (90) school days of the school year. Upon the district assigning five (5) evening meetings in a school year, the affected teachers shall be granted one (1) additional personal day.

7. Teachers may leave their respective buildings during unassigned class time provided no professional responsibilities are unattended to and the appropriate administrator has concurred.
8. Instructional day for students in all buildings begins with the arrival tone in the morning and ends with the dismissal tone in the afternoon. If adjustments were necessary in the starting time of a school, the ending time of the school would be adjusted by the same amount of time so that the total time is retained. The total time will not be exceeded without collective bargaining. This provision does not extend to the length of day for professional staff. The current definition set forth in Article XI, Section 3 remains in effect.

## **ARTICLE XII**

### **DISCIPLINE**

#### **A. GENERAL**

Whenever a teacher is disciplined or reprimanded, such shall be done in private. No teacher shall be suspended or dismissed without just cause.

Any suspension or dismissal grievance filed in accordance with the grievance procedure of this contract will not have a Level Three appeal to the School Committee but will move from Level Two to Level Four.

When disputing a suspension or dismissal, an individual must choose to use the provisions of the grievance procedure of this contract or the provisions of Chapter 71, Section 42 and 42D of the Massachusetts General Laws. The forum in which a case is initially filed will determine the individual's choice.

#### **B. SUSPENSION**

In accordance with Chapter 71, Section 42D, as amended, of the Massachusetts General Laws, the authority to suspend a teacher rests with the Superintendent and/or the Principal with the approval of the Superintendent. Any teacher to be suspended will be advised in writing by the appropriate administrator of the specific reasons for the suspension, except in an emergency situation, in which case written notification with reasons shall be furnished within twenty-four (24) hours.

## **ARTICLE XIII**

### **PROFESSIONAL DEVELOPMENT COUNCIL**

1. The Federation and the School Committee agree that programs and activities aimed at professional development and improvement of staff members represent high priorities for the Holliston Public Schools.
2. The Federation and the School Committee agree the primary goals of the system's professional development program shall be the improvement of professional knowledge and skills in order to increase student achievement. Furthermore, the parties agree these goals are best accomplished through cooperative planning between staff and Administration.
3. The parties agree to the creation of a Professional Development Council which shall be composed of equal numbers of members appointed by the Superintendent and the President of the Federation.

Efforts will be made by the parties to ensure representation of each school on this Council and cooperative planning involving administrators and the professional staff.

4. The council will recommend the substance, format and topics of Professional Development that best meet the needs of educators and students within the district and to utilize resources allocated to Professional Development in the most effective way.
5. Both parties agree to a year-long study of a new Professional Development model for Holliston Public Schools with the intent of implementation of any recommended changes, subject to ratification, for the 2019-2020 school year. The purpose of this study is to see if a different Professional Development model would improve and enhance education for all Holliston students.

#### **ARTICLE XIV**

##### **FEDERATION ACTIVITIES**

The Federation is granted use of available School facilities during non-teaching hours subject to the current School Committee policy on the use of school facilities at no charge to the Federation.

In addition, the Federation Officers and/or Chairperson of the Grievance Committee shall have time available during non-teaching periods to conduct duties relevant to this Contract. They will secure approval of the appropriate administrators to leave their assigned areas, or to conduct activities in another assigned area. In no case will internal Federation business, e.g., membership solicitation, dues collection, etc., be conducted during this time.

#### **ARTICLE XV**

##### **INSURANCE AND DEDUCTIONS**

###### **A. HEALTH, DENTAL, AND LIFE INSURANCE**

**Availability** – Health, Dental, and Life Insurance are available under the Town of Holliston Participating Program as for all other Town employees.

**Termination** – This coverage lapses with termination of contract. Insurance programs will terminate on the date to which premium has already been paid. No deduction can be made for further coverage on terminal paycheck. It is the responsibility of the individual employee to contact their insurance provider and arrange for individual or other group coverage. (See provision for terminal pay, below.)

**Exceptions:** Retiring personnel may continue with participatory insurance coverage. Arrangements should be made with the Town Treasurer.

Persons on leave of absence may continue the group coverage by arrangement with the Town Treasurer. Entire payment must be made by the individual. (Regulation: Employees' Group Insurance Plan, effective 5/25/62.)

All teachers will receive twelve (12) months' coverage for health, dental, and life insurance for each school year that they are employed in the Holliston Public Schools.

###### **B. TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION PROGRAM**

School employees may purchase tax-sheltered annuities, payments to be made by payroll deduction. Selection of the carriers is the province of the Holliston Federation of Teachers, "designation" by the Committee is, in effect, a ratification of the Federation's choice. Access to a deferred compensation plan(s) will be made available to teachers as provided for by state and federal laws and as long as the Town of Holliston offers such plan(s) to all employees.

###### **C. LIABILITY INSURANCE**

To the extent allowed by law, the School Committee shall provide indemnification as required by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

**Coverage to be obtained:** \$100,000 to \$300,000. (Not covered: any claim resulting from administration of corporal punishment.)

**Employees Covered:** Regular classroom teachers. (Note: a higher rate of insurance is charged for teachers having assignments in industrial art, physical education, or coaching.) Insurance company requirement is that each teacher shall be named in policy, with home address given, and teaching assignment.

**D. FIRE INSURANCE**

The Holliston School Committee will provide insurance coverage against loss by fire of any personal property of a teacher contained within a school building. Such coverage will be provided to a maximum of \$2,000 per claim.

**E. GROUP INCOME PROTECTION INSURANCE AND DISABILITY**

Payroll deductions for a group income protection insurance plan shall be immediately made available by the School Committee for all teachers. Deductions shall be on alternate paydays and shall not exceed \$99.00 per individual.

The Committee will provide disability insurance for all employees.

**F. WORKER'S COMPENSATION**

The Holliston School Committee recognizes that it has dual obligations to the Town (which pays the insurance premium) and to the injured employee.

Policy and regulations concerning payment of Worker's Compensation must be based on Massachusetts General Laws.

When sick leave is taken, in accordance with the above, sick leave credit shall be charged proportionately.

**G. CREDIT UNION**

Payroll deductions of monies paid by teachers to a Credit Union sponsored by the FEDERATION shall be made available by the School Committee to all teachers in the system. Deductions shall be on those paydays agreed to by the teacher and the Town Treasurer.

**H. DUES DEDUCTION**

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Holliston all payroll deductions for the payment of dues to the Federation duly authorized by employees covered by this Contract.

Dues shall be deducted once per month in equal amounts beginning the second payroll in September.

**I. AGENCY FEE**

As a condition of employment, members of the bargaining unit who are not members in good standing of the Holliston Federation of Teachers, Local 3275, AFT -MA, American Federation of Teachers, AFL-CIO, shall pay to the Holliston Federation of Teachers, an amount equal to no more than the dues paid by members of the Holliston Federation of Teachers. Such fee shall be considered commensurate with the cost of administration of the contract and the cost of collective bargaining. This provision is subject to the General Laws of the Commonwealth.

**J. JOB CONNECTED INJURY AND ASSAULT**

All members of the bargaining unit who are absent due to injury resulting from assault or battery sustained in connection with their employment shall receive the difference in salary between Workmen's Compensation and his regular wages. Such leave benefits shall be utilized to the extent of the difference in wages.

**K. PROPERTY DAMAGE**

The Committee will reimburse an employee covered by this Agreement up to one hundred fifty (150) dollars per year for clothing, eyeglasses, or other personal effects damaged while performing assigned duties.

**ARTICLE XVI**

**SICK LEAVE BUY BACK**

**A. ANNUAL**

1. At the end of any given school year, an employee who has a combined total of 13 sick or personal days from that school year's allowance will have the option to allow the Committee to buy back all unused sick days for that year at \$30.00 per day.

- Example 1:** An employee is awarded 12 sick days and the potential of 3 personal days at the beginning of the year. The employee uses 2 sick days. The employee will have 10 sick days eligible for buy back.
- Example 2:** An employee is awarded 12 sick days and the potential of 3 personal days at the beginning of the year. The employee uses 2 personal days. The employee will have 12 sick days eligible for buy back.
- Example 3:** An employee is awarded 12 sick days and the potential of 3 personal days at the beginning of the year. The employee uses one personal day and one sick day. The employee will have 11 sick days eligible for buy back.
2. Any employee who has 172 sick days accumulated at the beginning of a school year will be eligible for the annual sick leave buy back using the formula in subsection 1.
  3. Applications under this section must be submitted no later than June 30<sup>th</sup> of the school year for which the employee seeks to buy back unused sick days.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

**Definition** – For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the bargaining unit covered by this Agreement or the Federation and the Committee over the interpretation or application of an expressed written provision of this Agreement; or, the alleged inequitable or discriminatory treatment of an employee under such provision.

**Procedure:**

**A. GENERAL**

1. A grievance shall be deemed waived unless it is submitted at the appropriate entry level within fourteen (14) calendar days after the aggrieved party knew or should have known the event or condition on which it is based.
2. Failure at any step of this procedure to appeal the grievance to the next step within fourteen (14) calendar days of the receipt of the written response shall be deemed to be termination of the grievance with the exception of Level Three, which requires seven (7) calendar days' notice. Time limits may, however, be extended by mutual agreement.
3. An individual may file a formal grievance only when that individual is directly involved in the action which is alleged to be a violation of the Contract.

**B. INFORMAL PROCEEDINGS**

Nothing herein contained will be construed as limiting the right of any employee to discuss a matter informally with an appropriate administrator, and having it adjusted without the intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation is afforded the opportunity to be present and participate in any such discussion. During the informal proceeding, the time limit for filing a grievance at Level One may be extended by mutual agreement of the Union's designee and the Superintendent or designee provided that said agreement is set forth in writing.

**C. FORMAL PROCEEDINGS**

All proceedings will begin at Level One unless otherwise noted.

If two or more members have an identical grievance, a joint grievance on their behalf may be filed by the Federation and processed as a single procedure. Where members filing such joint grievance work in different levels of the school system (high school, middle school, elementary school) such grievance will be initiated at Level One and shall involve an appropriate administrator for each of the affected levels.

1. **Level One** – Submission of a grievance shall be in writing, shall identify the aggrieved person, shall include the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought.

Within seven (7) calendar days of submission of the grievance, the appropriate administrator shall meet with the grievant. The appropriate administrator may be represented by his designee, and he may have other administrators present at the meeting. The grievant may have the Federation representative present at the meeting and said Federation official may represent the grievant. Specifically, the Superintendent or his designee may attend the Level One meeting and such presence and/or participation shall not bar his participation and/or hearing the matter at Level Two.

The appropriate administrator will give full and fair consideration to all available facts and will also see that matters on which he does not have authority are brought to the attention of a higher-level supervisor who does have authority. He will inform the grievant in writing of his decision within seven (7) calendar days after the conclusion of the hearing.

2. **Level Two** – If the grievant is not satisfied with the disposition of a grievance at Level One, or if no decision has been rendered within fourteen (14) calendar days after presentation of the grievance, said grievant and/or the Federation may appeal to the Superintendent. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered in Level One. Within fourteen (14) calendar days after receipt of the written grievance by the Superintendent he, or his designee, shall confer with the grievant. If the grievant is not represented by the Federation, the Superintendent shall advise the appropriate representative of the Federation that an appeal has been made and the date and time of the conference. The appropriate representative may be present at the conference to state the views of the Federation.
3. **Level Three** – If the grievant is not satisfied with the decision of the Superintendent, or his designee, which decision, if rendered, shall be in writing setting forth the reasons thereof, or if no decision has been rendered within fourteen (14) calendar days after the conference, the grievant and/or Federation may, within seven (7) calendar days thereafter (after the decision, if rendered, or after the fourteen (14) calendar days after the conference if no decision), may appeal the decision to the Committee (except as defined in Article XII, Section A). Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level Two. The Committee shall schedule a hearing within twenty-one (21) calendar days following receipt of the written grievant and shall reply in writing within fourteen (14) calendar days from completion of the meeting.
4. **Level Four** – If the grievance remains unsettled, the Federation may, within twenty-one (21) calendar days after the reply of the Committee is due, submit the grievance to arbitration as provided in this Agreement. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

In the event the parties cannot mutually agree upon an arbitrator, the arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall be bound by the terms and conditions of the current Contract and by the written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend or modify the provision of this Agreement. Nor shall the arbitrator render a decision that shall impinge on any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

The cost for the services of the arbitrator shall be borne equally by the Committee and the Federation.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Holliston for any employee involved in presenting such grievance.

## **ARTICLE XVIII**

### **GENERAL PROVISIONS**

#### **A. LUNCH PERIOD**

Teachers in all schools shall have a duty-free lunch period.

Elementary teachers shall have a thirty (30) minute lunch period.

#### **B. CAFETERIA**

Teachers will be provided with separate cafeteria facilities, which will include a separate dining area and separate meal-serving facilities.

#### **C. DUTIES**

Effective September 1, 1999, no teacher (except as noted below) will be required to perform bus duty, recess duty, or assigned hallway duty.

Teachers in Pre-K through grade 5 may be assigned recess duty.

#### **D. TRAVEL REIMBURSEMENT**

Inasmuch as the nature of the schedules of certain school personnel (art, music, physical education supervisors, etc.) requires that they be at several school buildings at specified times, impossible without the use of a car, it is the obligation of the school department to reimburse them for such travel. This reimbursement is to be at the rate established by Selectmen, such payments to be based upon normal monthly between-school mileage, payable in December and in June.

#### **E. COLLECTION OF MONIES**

Teachers may be required to collect money for student insurance and/or student photographs. However, teachers will not be held liable for monies collected and transmitted.

#### **F. CHAIN OF COMMAND**

Teachers shall present requests through the regular school administrative channels.

#### **G. EVENING PROGRAMS**

Evening programs are an essential part and a natural extension of our academic program and excepting those days referred to in Article XI, paragraph 6, teacher participation and presentation is voluntary.

#### **H. CONTRACT REORGANIZATION**

Upon ratification of this Agreement by both parties to this document, a representative of each party shall meet to reorganize the physical structure of said document. The revised document shall be submitted to the Executive Board of the Holliston Federation of Teachers and the Holliston School Committee for final approval of the reorganization.

#### **I. CONTRACT PRODUCTION COST**

The cost of production of the final contract document shall be borne equally by the Committee and the Federation.

#### **J. ATTENDANCE IN HOLLISTON SCHOOLS**

Subject to Massachusetts General Laws, non-resident employees of the Holliston Public Schools may send their children to school in Holliston if the Superintendent determines that there is space available. Transportation to and from school is the responsibility of the non-resident employee. If the student requires special education and related services, the non-resident employee will be required to arrange for the provision of said services by the school committee of the community in which the student resides. The Superintendent may at his sole discretion, suspend or expel a non-resident student if he determines that it is in the best interest of the Holliston Public Schools to do so.

#### **K. EDUCATIONAL FORUM**

A forum to discuss educational issues of mutual interest shall be established and will meet at least four (4) times per year unless otherwise agreed to by both chairs. Membership will consist of four appointees for the Holliston Federation of Teachers and four (4) appointees for the School Committee/Administration and will be co-chaired by both groups.

This forum will operate under a 'no vote' and 'no formal minute' format. The forum shall not discuss any issue involved in a grievance or amend, alter or change the collective bargaining agreement. Other interested parties may request or be invited to participate by agreement of the chairs.

**ARTICLE XIX**

**SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

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

**ARTICLE XX**

**DURATION**

This Contract will remain in effect until August 31, 2020. The Committee and the Federation or either of them shall, by giving prior written notice to the other on or before October 1, 2019, agree to renegotiate this Contract.

**HOLLISTON SCHOOL COMMITTEE**

**by: Anne Louise Hanstad, Chairperson**  
**Stacey Raffi, Vice Chair**  
**Martha Devoe**  
**Lisa Kocian**  
**Cynthia Listewnik**  
**Andrew Morton**  
**Joan Shaughnessy**

**HOLLISTON FEDERATION OF TEACHERS LOCAL 3275, AFT-MASSACHUSETTS, AFL-CIO**

**by: Jaime Cutone, President**  
**Mary Beth Numbers, Vice President**  
**Gail Bourque**  
**Murray Galster**  
**Doug Lack**  
**Renee Popek**  
**Aaron Snyder**

**APPENDIX A  
TEACHERS' SALARY SCHEDULE**

<b>2017-2018</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60*</b>
<b>2</b>	48,036	48,746	50,445	52,784	55,519	57,977	60,961
<b>3</b>	49,378	51,018	52,848	55,326	57,950	60,387	63,437
<b>4</b>	51,747	53,527	55,552	57,838	60,366	63,126	66,202
<b>5</b>	54,617	56,447	58,610	60,949	63,557	66,373	69,652
<b>6</b>	56,823	58,601	60,625	62,903	65,436	68,257	71,200
<b>7</b>	60,120	61,894	63,915	66,209	68,724	71,499	74,518
<b>8</b>	62,654	64,422	66,450	68,724	71,279	74,091	77,072
<b>9</b>	65,180	66,962	68,997	71,279	73,796	76,564	79,585
<b>10</b>	67,721	69,496	71,517	73,796	76,333	79,126	82,103
<b>11</b>	70,247	72,030	74,057	76,333	78,877	81,692	84,682
<b>12</b>	74,570	76,333	78,415	80,651	83,176	85,994	89,071
<b>13</b>	78,904	80,773	82,980	85,349	88,029	91,016	94,100
<b>13a</b>	80,483	82,389	84,640	87,056	89,790	92,836	95,982
<b>14</b>	85,483	87,389	89,640	92,056	94,790	97,836	100,982

  

<b>2018-2019</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60*</b>
<b>2</b>	49,237	49,965	51,706	54,104	56,907	59,426	62,485
<b>3</b>	50,612	52,293	54,169	56,709	59,399	61,897	65,023
<b>4</b>	53,041	54,865	56,941	59,284	61,875	64,704	67,857
<b>5</b>	55,982	57,858	60,075	62,473	65,146	68,032	71,393
<b>6</b>	58,244	60,066	62,141	64,476	67,072	69,963	72,980
<b>7</b>	61,623	63,441	65,513	67,864	70,442	73,286	76,381
<b>8</b>	64,220	66,033	68,111	70,442	73,061	75,943	78,999
<b>9</b>	66,810	68,636	70,722	73,061	75,641	78,478	81,575
<b>10</b>	69,414	71,233	73,305	75,641	78,241	81,104	84,156
<b>11</b>	72,003	73,831	75,908	78,241	80,849	83,734	86,799
<b>12</b>	76,434	78,241	80,375	82,667	85,255	88,144	91,298
<b>13</b>	80,877	82,792	85,055	87,483	90,230	93,291	96,453
<b>13a</b>	82,495	84,449	86,756	89,232	92,035	95,157	98,382
<b>14</b>	87,495	89,449	91,756	94,232	97,035	100,157	103,382

  

<b>2019-2020</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60*</b>
<b>2</b>	50,345	51,089	52,869	55,321	58,187	60,763	63,891
<b>3</b>	51,751	53,470	55,388	57,985	60,735	63,290	66,486
<b>4</b>	54,234	56,099	58,222	60,618	63,267	66,160	69,384
<b>5</b>	57,242	59,160	61,427	63,879	66,612	69,563	72,999
<b>6</b>	59,554	61,417	63,539	65,927	68,581	71,537	74,622
<b>7</b>	63,010	64,868	66,987	69,391	72,027	74,935	78,100
<b>8</b>	65,665	67,519	69,643	72,027	74,705	77,652	80,776
<b>9</b>	68,313	70,180	72,313	74,705	77,343	80,244	83,410
<b>10</b>	70,976	72,836	74,954	77,343	80,001	82,929	86,050
<b>11</b>	73,623	75,492	77,616	80,001	82,668	85,618	88,752
<b>12</b>	78,154	80,001	82,183	84,527	87,173	90,127	93,352
<b>13</b>	82,697	84,655	86,969	89,451	92,260	95,390	98,623
<b>13a</b>	84,351	86,349	88,708	91,240	94,106	97,298	100,596
<b>14</b>	89,351	91,349	93,708	96,240	99,106	102,298	105,596

**Any members placed in the CAGS column prior to April 1, 2014 will remain on the M+60 column. This will include any teachers who earned a CAGS prior to April 1, 2014 but did not achieve 60 credits.  
CAGS is closed to all other employees**

**APPENDIX B  
EXTRA PAY POSITIONS**

**A. COMPUTATION OF PAY**

Extra pay positions are divided into two categories, Interscholastic Sports and Extra-Curricular Activities, for the purpose of determining the factors of time involved and for time spent at the job, with the Interscholastic Sports category receiving somewhat more weight than the Extra-Curricular category.

Salary for any extra pay position will be derived by multiplying \$297.80 by the compound factor (F).

- The compound factor (F) is derived by adding the totals derived from time (T), Responsibility (R), and Experience (E).
  - (1) T and E are found by taking the applicable factor directly from the table.
  - (2) R is computed by taking 20% of the total applicable according to the table.
- In terms of the above symbols, then, the pay for any particular position will equal (T+R+E) x \$ factor.
- Remuneration for extra positions will begin upon initiation of the program after approval of the program and position by the School Committee.

**1. Tables for Computing Interscholastic Sports Extra Pay Position Salaries**

**a. TIME (T)**

<u>Hours</u>	<u>Factor</u>
1-40	1
41-75	2
76-100	3
101-125	4
126-150	5
151-175	6
176-200	7
201-225	8
226-250	9
251-275	10
276-300	11
over 300	12

**b. RESPONSIBILITY (R)**

**1) Number Supervised**

<u>No. Supervised</u>	<u>Factor</u>
1-10	5
11-20	6
21-30	7
31-40	8
41-50	9
over 50	10

**2) Number of Events**

<u>No. of Events</u>	<u>Factor</u>
2	1
5	2
8	3
10	4
15	5
20	6
over 20	7

**3) Location of activity**

Outside – 1

**4) Health and Safety**

Non-contact	2
Semi-direct	5
Direct	7
Heavy	10

- 5) **Assistants Supervised**
- |           |   |
|-----------|---|
| 1         | 1 |
| 2         | 2 |
| 3 or more | 3 |
- 6) **Weekend – Vacation – Holiday**
- |              |                |
|--------------|----------------|
| 4 days       | 0 (dedication) |
| 5-7 days     | 2              |
| 8-12 days    | 3              |
| 13-15 days   | 4              |
| over 15 days | 5              |
- 7) **Budget Making** 1
- 8) **Care and Supervision of Areas**  
Each area supervised 1

c. **EXPERIENCE (E)**

<u>Years</u>	<u>Factor</u>
1	1
2	2
3	3
4	4
5	5

The experience (E) factor begins with “1” for all first year coaches.

2. **Tables for Computing Extra-Curricular Activities Extra Pay Position Salaries**

a. **TIME (T)**

<u>Hours</u>	<u>Factor</u>
1-60	1
61-100	2
101-140	3
141-180	4
181-220	5
221-260	6
over 260	7

b. **RESPONSIBILITY (R)**

1) **Management Needs**

Amount of advisor involvement needed by the group due to activities, projects, level of community involvement inherent to this activity.

**Rate 1-6** 1 - Needs minimum involvement of the advisor  
6 - Needs maximum involvement of the advisor

2) **Quality of School Representation**

Visibility of the group both in school and in the community. The need to maintain the high standards expected of this activity in school and in the community.

**Rate 1-6** 1 - Needs minimum involvement of the advisor  
6 - Needs maximum involvement of the advisor

3) **Number of Students Participating in the Activity**

<u>Number</u>	<u>Factor</u>
0-10	1
11-20	2
21-30	3
31-50	4
51-75	5
over 75	6

4) **Number of Activities** (These do not include regularly scheduled meetings of the group.)

<u>Number</u>	<u>Factor</u>
0-2	1
3-4	2
5-9	3
10-15	4
16-25	5
over 25	6

5) **Complexity of the Activities** (This relates to the amount of planning and supervision needed for these activities.)

<b>Rate 1-6</b>	1 - Needs minimum involvement of the advisor
	6 - Needs maximum involvement of the advisor

6) **Weekend - Holiday - Vacation**

<u>Days</u>	<u>Factor</u>
1-4	0 (dedication)
5-7	2
8-12	3
13-15	4
over 15	5

c. **EXPERIENCE (E)**

<u>Years</u>	<u>Factor</u>
1	1
2	2
3	3
4	4
5	5

The experience (E) factor begins with "1" for all first year advisors.

3. **Application of Factors for Extra Pay Positions**

The following tables represent agreed upon factors, the application of which is not subject to grievance during the life of this Contract.

In addition, the factor E representing Experience (a variable dependent upon the person assigned) must be added to T (Time) and R (Responsibility) in computing salary.

**EXTRA PAY POSITION FACTORS**

**Interscholastic Sports, High School**

<b><u>SPORT</u></b>	<b><u>FACTORS</u></b>		<b><u>SPORT</u></b>	<b><u>FACTORS</u></b>	
	<b>T</b>	<b>R</b>		<b>T</b>	<b>R</b>
Football V	11	7.4	Softball V	7	6.2
Football, 1 <sup>st</sup> Assistant	10	4.0	Softball JV	6	3.4
Football Assistants (2)	10	2.8	Soccer Men V	8	5.4
Football JV	10	2.8	Soccer Men JV	5	3.2
Football Freshman	10	2.8	Soccer Women V	8	5.4
Baseball V	7	6.2	Soccer Women JV	5	3.2
Baseball JV	6	3.4	Spring Track Men V	6	4.6
Baseball Freshman **	5	1.4	Spring Track Asst. Men V	6	2.6
Basketball Men V	10	6.4	Spring Track Women V	6	4.6
Basketball Men JV	8	3.2	Spring Track Asst. Women V	6	2.6
Basketball Men Freshman	7	2.6	Swimming Coed	7	3.8
Basketball Women V	10	6.4	Tennis Men V	6	3.4
Basketball Women JV	8	3.2	Tennis Women V	6	3.4
Basketball Women Freshman	7	2.6	Tennis Women JV **	3	2.4
Cross Country Men	6	4.0	Winter Track Men V	7	3.8
Cross Country Women	6	4.0	Winter Track Asst. Men V	7	2.6
Golf V	5	3.2	Winter Track Women V	7	3.8
Golf JV	2	2.2	Winter Track Asst. Women V	7	2.6
Gymnastics Men V **	6	4.2	Wrestling V	8	6.0
Gymnastics Women V	8	4.2	Wrestling Asst. V	6	3.6
Field Hockey V	7	5.4	Volleyball Men V	6	3.4
Field Hockey JV	5	2.8	Volleyball Men JV	5	2.8
Ice Hockey V	10	6.4	Volleyball Women V	6	3.4
Ice Hockey JV	8	5.2	Volleyball Women JV	5	2.8
Lacrosse V	5	5.2			
Lacrosse JV	4	4.0			
Lacrosse Freshman	5	1.4			

\*\* These positions are currently unfilled. When the Athletic Program can once again support these teams, the factors will be renegotiated with the HFT, given the prevailing conditions at reinstatement.

Any new coaching will have to be factored with the HFT prior to posting the new positions.

Coaches whose teams qualify for MIAA sponsored tournament play will be paid an additional \$200.00 at the end of the season.

**Interscholastic Sports, Middle School**

<b><u>SPORT</u></b>	<b><u>FACTORS</u></b>		<b><u>SPORT</u></b>	<b><u>FACTORS</u></b>	
	<b>T</b>	<b>R</b>		<b>T</b>	<b>R</b>
Athletic Coordinator	6	2.8	Volleyball Head Coach	5	1.4
Cross Country Head Coach	5	1.4	Volleyball Asst. Coach	3	1.4
Cross Country Asst. Coach	3	1.4	Wrestling Head Coach	5	1.4
Field Hockey Head Coach	5	1.4	Wrestling Asst. Coach	3	1.4
Field Hockey Asst. Coach	3	1.4	Track Head Coach	5	1.4
			Track Asst. Coach	3	1.4

**Extra-Curricular Positions, High School**

<u>ACTIVITY</u>	<u>FACTORS</u>		<u>ACTIVITY</u>	<u>FACTORS</u>	
	<u>T</u>	<u>R</u>		<u>T</u>	<u>R</u>
Academic Decathlon	1	2.4	Model UN	1	3.2
AFS	1	1.8	Music Director	3	3.0
Amnesty International	2	1.6	Musical Producer	5	5.4
Art Club	3	4.8	National Honor Society	7	6.6
			Nerd Club	1	1.8
Band Director	3	4.2	Panther Dance Advisor	1	2.6
Basketball Cheerleaders	2	3.6	Panther Dance Assistant	1	1.8
Beautiful Minds Club	1	3.0			
Best Buddies	1	4.6	Peer Coordinator	1	2.0
Chess Club	1	2.0	Radio Station	7	5.4
Chorus Ensemble	5	4.8	Robotics Club	1	3.6
Drama Producer	4	5.2	SADD	1	3.8
Dream Advisor	1	2.6	Senior Class Advisor	7	6.8
Environment	1	1.4	Senior Showcase	2	4.2
Football Cheerleaders	3	4.0	Sophomore Class Advisor	2	3.6
Freshman Class Advisor	1	3.2	Student Advisory	1	2.6
			Student Advisory Leader Advisor	4	5.2
Future Educators of America	1	3.8	Student Council	2	3.6
Globefest Advisor	4	4.8	Ultimate Frisbee	4	5.2
Hockey Cheerleaders	1	3.2	VHS	3	3.0
Jazz Band	6	5.2	Vision	2	4.2
Junior Class Advisor	3	5.0	World of Difference Advisor	5	5.4
Law Team	2	3.6	Writing Center Coordinator	2	4.4
Literary Magazine	3	3.2	Yearbook Advisor	7	5.0

**Extra-Curricular Positions, Middle School**

<u>ACTIVITY</u>	<u>FACTORS</u>		<u>ACTIVITY</u>	<u>FACTORS</u>	
	<u>T</u>	<u>R</u>		<u>T</u>	<u>R</u>
Anime Club	1	1.4	Making Music	1	1.0
Art Club	3	2.4	Math	1	1.2
Band	4	5.2			
Chess	1	1.0	Math Center Supervisor	1	1.4
Chorus	3	4.8	Musical Director	5	4.8
Computers	1	1.6	Musical Music Director	3	4.8
Debate Club	1	2.0	Newspaper	3	3.4
Digital Camera	1	2.2	Nerd Herd Club	1	1.4
Drama Workshop	1	1.0	Robotics Lego	4	2.6
Fall Drama Director	2	4.0	Running	1	1.2
Fall Drama Assistant	2	2.6	Spirit Advisor	3	3.2
Fitness	3	1.6	Student Advisory Leader	4	4.8
Green Team Advisor	2	3.0	Student Ambassadors	1	2.0
Homework	1	1.4	Student Council	3	4.6
Intramural (2 per season)	1	1.6	Student Council Asst.	3	2.4
Johns Hopkins	1	1.6	Student Leadership Team	2	5.0
Literary Club	2	2.4	Yearbook	2	3.4

**Extra-Curricular Positions, Miller School**

<u>ACTIVITY</u>	<u>FACTORS</u>		<u>ACTIVITY</u>	<u>FACTORS</u>	
	<u>T</u>	<u>R</u>		<u>T</u>	<u>R</u>
Band Director	1	3.0	Newspaper Club	1	2.6
Math Club	1	2.6	Homework Club (2)	1	1.6
Student Leadership Team	1	2.0	Weather Club	1	2.6

#### **4. Review Procedure**

A review of the factoring used in computation of remuneration for an extra pay position may be requested by the teacher holding the position. A Review Board will be convened for this purpose consisting of:

- a. The Superintendent of Schools or his/her designee
- b. The appropriate Principal
- c. The Athletic Director (if appropriate)
- d. The President of the Holliston Federation of Teachers or his/her designee

The Review Board would meet and conduct a review of the factoring and submit a report to the School Committee within sixty (60) days. Any changes in factoring, if approved by the School Committee, would be made effective at the start of the new season for the sport or activity. Judgments made under this review procedure are not subject to the grievance procedure.

These procedures do not in any way preclude action by the School Committee of initiating or terminating any club or activity, or conducting a review of any club or activity under this section of the Agreement.

#### **B. COACHES' EVALUATION**

Varsity coaches will be evaluated annually during their season by the Athletic Director, using the instrument negotiated by the Administration and the Federation. Other coaches may be evaluated annually. Evaluation of a coach is confidential and the evaluation will be placed in the coach's official personnel file kept in the office of the Superintendent of Schools.

## **APPENDIX C**

The following DESE-provided forms that will be adjusted as required to meet the specific needs of the Holliston Public Schools form the basis of the Educator Evaluation System described in detail in Article VI.

# 1. Educator Self-Assessment

Name: **Teacher 1**  
School: **Test School**  
Subject: **General**  
Grade: **K**

Evaluator: **Administrator 1**  
Date: **Jul 8, 2014 9:34 AM EDT**  
Shared: **NO**

**Primary Evaluator (Name/Title)**

**Supervising Evaluator (Name/Title/Role)**

## Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

**Team (if applicable)**

**List Team Members (if applicable)**

## Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

**Team (if applicable)**

**List Team Members (if applicable)**

**Signature of Educator**

- no signature -

**Signature of Evaluator**

The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

- no signature -

## 2A & 2B Goal Setting/Educator Plan – Merged for Teacher/SISP (Educator Initiated)

Name: Teacher 1  
Job Title: Teacher  
Subject: General  
School: Test School  
Grade: K

Author: BRADFORD JACKSON  
Date: Apr 9, 2018 4:05 PM EDT  
Share: Off

Primary Evaluator (Name/Title)

Supervising Evaluator (Name/Title/Role)

### Educator Plan

\*Additional details may be noted below if needed.

- Self-Directed Growth Plan
- Directed Growth Plan
- Developing Educator Plan
- Improvement Plan

### Plan Duration

- 2-Year
- One-Year
- Less than a year

Start Date:

End Date:

A minimum of one student learning goal and one professional practice goal are required. Team goals must be considered per 603 CMR 35.06(3)(b). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.

## Student Learning SMART Goal

### Student Learning Goal Type

Check whether goal is individual or team;  
write team name if applicable.

- Individual
- Team

Student Learning Team Name (if applicable)

## Student Learning Goal

## Student Learning Goal(s): Planned Activities

Describe actions the educator will take to attain the student learning goal(s).  
Activities may apply to individual and/or team. Attach additional pages as needed.

For each action, list supports/resources from the school/district, and the timeline/frequency. List as many actions as may be required.

## Professional Practice SMART Goal

### Professional Practice Goal Type

Check whether goal is individual or team; write team name if applicable.

- Individual  
 Team

### Professional Practice Team Name (if applicable)

### Professional Practice Goal

### Professional Practice Goal(s): Planned Activities

Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.

For each action, list supports/resources from the school/district, and the timeline/frequency. List as many actions as may be required.

### Final Goal (Approval)

Evaluator may indicate approval of goal by writing "APPROVE". If goal needs refinement, evaluator may indicate changes required here.

SMART: S=Specific and Strategic; M=Measurable; A=Action Oriented; R=Rigorous, Realistic, and Results-Focused; T=Timed and Tracked

### Signature of Primary/Supervising Evaluator

- no signature -

### Signature of Educator

As the evaluator retains final authority over goals to be included in an educator's plan (see 603 CMR 35.06(3)(c)), the signature of the educator indicates that he or she has received the Goal Setting Form with the Final Goal box checked, indicating the evaluator's approval of the goals. The educator's signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that "It is the educator's responsibility to attain the goals in the plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan." (see 603 CMR 35.03(4))

- no signature -

### 3A. Evaluator Record of Evidence

Name: Teacher 1  
School: Test School  
Subject: General  
Grade: K

Evaluator: Administrator 1  
Date: Jul 8, 2014 9:08 AM EDT  
Shared: NO

#### Source of Evidence

For example, unit plans, benchmark data, parent conference, observation. Note if classroom observations are announced or unannounced.

#### Standard / Indicator

Note Standard and Indicator to which evidence is tied. For example, "I-B".

#### Analysis of Evidence

Record notes based on observations and artifacts of professional practice, including unannounced observations of practice of any duration or other forms of evidence to support determining ratings on Standards as per 603 CMR 35.07. For example, "unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester".

#### Feedback Provided

Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement). For example, "recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping".

### 3B. Evidence Collection by Educator

Name: Teacher 1

Evaluator: Administrator 1

School: Test School

Date: Jul 8, 2014 9:08 AM EDT

Subject: General

Grade: K

Shared: NO

#### Primary Evaluator (Name/Title)

#### Supervising Evaluator (Name/Title/Role)

#### Evidence pertains to

Per 603 CMR 35.07(1)(c)1, "Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families." However, educator collection of evidence is not limited to these areas.

- Fulfillment of professional responsibilities and growth (Standard IV)
- Evidence of outreach to and ongoing engagement with families (Standard III)
- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)

#### Evidence pertains to (Other) (e.g. Standard I -- Curriculum, Planning, and Assessment; Standard II -- Teaching All Students)

#### Summary of Evidence

Summarize the evidence compiled to be presented to evaluator with a brief analysis. Attach additional pages as needed.

#### Attachments (if any)

List attached or upload documents that support this evidence form.

#### Signature of Educator

- no signature -

#### Signature of Evaluator

- no signature -

## 4A. Formative Assessment Report

Name: **Teacher 1**  
School: **Test School**  
Subject: **General**  
Grade: **K**

Evaluator: **Administrator 1**  
Date: **Jul 8, 2014 9:34 AM EDT**  
Shared: **NO**

As per 803 CMR 35.02 and 803 CMR 35.06(5), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

### Supervising Evaluator, if any (Name/Title/Role)

### Assessing

- Progress toward attaining goals  
 Performance on Standards

### Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

### Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

## Performance on Each Standard

### I: Curriculum, Planning, & Assessment

Describe performance and feedback focusing on, but not limited to, the following Holliston identified priority elements:

- I-A-3. Rigorous Standards Based Unit Design
- I-B-2. Adjustments to Practice
- I-C-2. Sharing Conclusions with Colleagues

### II: Teaching All Students

Describe performance and feedback focusing on, but not limited to, the following Holliston identified priority elements:

- II-A-2. Student Engagement
- II-D-2. High Expectations
- II-D-3. Access to Knowledge

### III: Family & Community Engagement

Describe performance and feedback focusing on, but not limited to, the following Holliston identified priority element:

- III-A-1. Parent/Family Engagement

**IV: Professional Culture**

Describe performance and feedback focusing on, but not limited to, the following Holliston identified priority element:  
IV-A-1. Reflective Practice

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

**Signature of Evaluator**

- no signature -

**Signature of Educator**

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

- no signature -

## 4B. Formative Evaluation Report

Name: Teacher 1

Evaluator: Administrator 1

School: Test School

Date: Jul 8, 2014 9:35 AM EDT

Subject: General

Grade: K

Shared: NO

### Supervising Evaluator, if any (Name/Title/Role)

### Assessing

- Progress toward attaining goals
- Performance on Standards

### Progress Toward Student Learning Goals

#### Student Learning Goals - Progress Rating

- Exceeded
- Met
- Significant Progress
- Some progress
- Did not meet

#### Student Learning Goals - Rationale, evidence, and feedback

### Progress Toward Professional Practice Goals

#### Professional Practice Goals - Progress Rating

- Exceeded
- Met
- Significant Progress
- Some progress
- Did not meet

#### Professional Practice Goals - Rationale, evidence, and feedback

### Performance on Each Standard

Evaluator must add comments (rationale, evidence, or feedback) if ratings differ from prior Summative Evaluation.

#### I: Curriculum, Planning, & Assessment

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*I: Curriculum, Planning, and Assessment (Formative)*

#### I: Curriculum, Planning, & Assessment

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority elements:

I-A-3. Rigorous Standards Based Unit Design

I-B-2. Adjustments to Practice

I-C-2. Sharing Conclusions with Colleagues

**II: Teaching All Students**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*II: Teaching All Students (Formative)*

**II: Teaching All Students**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority elements:

II-A-2. Student Engagement

II-D-2. High Expectations

II-D-3. Access to Knowledge

**III: Family/Community Engagement**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*III: Family and Community Engagement (Formative)*

**III: Family/Community Engagement**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority element:

III-A-1. Parent/Family Engagement

**IV: Professional Culture**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*IV: Professional Culture (Formative)*

**IV: Professional Culture**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority element:

IV-A-1. Reflective Practice

**Overall Performance Rating**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*Overall Performance (Formative)*

**Overall Performance Rating**

Rationale, evidence, and feedback.

**Plan Moving Forward**

- Self-Directed Growth Plan
- Directed Growth Plan
- Improvement Plan
- Developing Educator Plan

The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.

**Signature of Evaluator**

- no signature -

**Signature of Educator**

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

- no signature -

## 5. Summative Evaluation Report

Name: Teacher 1  
School: Test School  
Subject: General  
Grade: K

Evaluator: Administrator 1  
Date: Jul 8, 2014 9:35 AM EDT  
Shared: NO

### Supervising Evaluator, if any (Name/Title/Role)

### Assessing

- Progress toward attaining goals
- Performance on Standards

## Progress Toward Student Learning Goals

### Student Learning Goals - Progress Rating

- Exceeded
- Met
- Significant Progress
- Some progress
- Did not meet

### Student Learning Goals - Rationale, evidence, and feedback

## Progress Toward Professional Practice Goals

### Professional Practice Goals - Progress Rating

- Exceeded
- Met
- Significant Progress
- Some progress
- Did not meet

### Professional Practice Goals - Rationale, evidence, and feedback

### Performance on Each Standard

Evaluator must add comments (rationale, evidence, or feedback) if ratings differ from prior Summative Evaluation.

### I: Curriculum, Planning, & Assessment

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

*I: Curriculum, Planning, and Assessment (Summative)*

### I: Curriculum, Planning, & Assessment

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority elements:

- I-A-3. Rigorous Standards Based Unit Design
- I-B-2. Adjustments to Practice
- I-C-2. Sharing Conclusions with Colleagues

**II: Teaching All Students**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

II: Teaching All Students (Summative)

**II: Teaching All Students**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority elements:

- II-A-2. Student Engagement
- II-D-2. High Expectations
- II-D-3. Access to Knowledge

**III: Family/Community Engagement**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

III: Family and Community Engagement (Summative)

**III: Family/Community Engagement**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority element:

- III-A-1. Parent/Family Engagement

**IV: Professional Culture**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

IV: Professional Culture (Summative)

**IV: Professional Culture**

Rationale, evidence, and feedback focusing on, but not limited to, the following Holliston priority element:

- IV-A-1. Reflective Practice

**Overall Performance Rating**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Overall Performance (Summative)

**Overall Performance Rating**

Rationale, evidence, and feedback.

**Plan Moving Forward**

- Self-Directed Growth Plan
- Directed Growth Plan
- Improvement Plan
- Developing Educator Plan

The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.

**Signature of Evaluator**

- no signature -

**Signature of Educator**

Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

- no signature -

## 6. Educator Response

Name: Teacher 1  
School: Test School  
Subject: General  
Grade: K

Evaluator: Administrator 1  
Date: Jul 8, 2014 9:11 AM EDT  
Shared: NO

### Primary Evaluator (Name/Title)

### Supervising Evaluator (Name/Title/Role)

### Response to

- Educator Plan, including goals and activities
- Evaluator collection and/or analysis of evidence
- Formative Assessment or Evaluation Report
- Summative Evaluation Report

### Response to (Other)

### Educator Response

### Attachments (if any)

List attached or upload documents that support this response form.

### Signature of Educator

- no signature -

### Signature of Evaluator

- no signature -

APPENDIX D

PERSONAL DAY REQUEST FORM

Personal Day Request Form

Your email address (reevet@holliston.k12.ma.us) will be recorded when you submit this form. Not you? [Switch account](#)

\* Required

Name \*

Your answer

Building/Assignment \*

- Placentino
- Miller
- Adams
- High School
- Other: \_\_\_\_\_

Date Requested \*

Enter the date you are requesting for the personal day.

Date

mm/dd/yyyy

Portion of Day \*

Choose ▾

Coverage Details

Please describe the times and/or coverages you will need.

Your answer

Comments

Other comments or notes. By contract, HFT - Teachers' Unit members must supply a reason for the personal day if the request is for a school day in May or June.

Your answer

A copy of your responses will be emailed to reevet@holliston.k12.ma.us.

SUBMIT

Never submit passwords through Google Forms.

## APPENDIX E

### MEMORANDUM OF UNDERSTANDING

For historical and reference purposes, the parties to this Agreement acknowledge that the Curriculum Specialist positions as referenced in Article III, Section B for school year 2017-2018 were:

<b><u>Title</u></b>	<b><u>Level</u></b>	<b><u>FTE</u></b>	<b><u>Stipend</u></b>
Elementary Literacy and Social Studies Specialist	PreK-2	1.0	\$2,500
Elementary Literacy and Social Studies Specialist	3-5	1.0	\$2,500
ESL Facilitator	K-12	0.5	\$1,500
Fine Arts Curriculum Coordinator	PreK-12		\$4,000
Performing Arts Curriculum Coordinator	PreK-12		\$4,000
Math and Science Curriculum Specialist	PreK-5	1.0	\$2,500
Middle School Math and Science Curriculum Specialist*	6-8	1.0	\$2,500
Middle School Literacy and Social Studies Specialist*	6-8	1.0	\$2,500
Montessori Program Specialist	PreK-4		\$5,500
Wellness District Curriculum Specialist	PreK-12		\$6,500
World Language Specialist	K-12	.5	\$1,500

\* May be shared position with each specialist receiving proportional allocation of FTE and Stipend

Changes made in accordance with Article III, Section B, Subsection 2 during the life of this Agreement shall be contained in Side Letters of Agreement.

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