**CONTRACT**

**between the**

**QUABOAG REGIONAL SCHOOL COMMITTEE**

**and the**

**QUABOAG EDUCATION ASSOCIATION, INC.**

**Warren - West Brookfield, Massachusetts**

Effective: September 1, 2020, through August 31, 2023

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INTRODUCTION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of September 2020, by the Quaboag Regional School District Committee (hereinafter sometimes referred to as the Committee) and the Quaboag Education Association, Inc. (hereinafter sometimes referred to as the Association).

This contract covers wages, hours and other conditions of employment and it is agreed that no changes to this contract shall be made without prior negotiation with the Association.

It is agreed that all practices and policies in force at Quaboag Regional High School at the time of writing this contract shall continue to be in effect even though not specifically mentioned as a part of the contract.

MANAGEMENT RIGHTS

Except as abridged by an express provision of the Agreement, the School District retains all the rights, powers, responsibilities and authority it had prior to entering into this Agreement and reserves the right to exercise those rights in accordance with the law. These shall include the right to: direct and conduct the educational affairs of the District and its schools, programs and departments; direct and control all operations and services of the District and its schools; determine the organization, location, and the number of employees of the District and its schools; hire, appoint, and promote employees, including the determination of qualifications and requirements for the position or promotion; evaluate and determine the educational curriculum; schedule and cancel classes and courses; determine the level of student competency; institute technical changes or to revise processes, systems or equipment from time to time; increase, diminish, change or discontinue operations in whole or in part; assign or reassign duties and job tasks including the change of duties and job tasks from time to time; grant and schedule leaves; discipline, suspend, discharge or demote employees for lawful reason; layoff employees due to the lack of funds or of work or for any other lawful reason; relieve employees due to the incapacity to perform duties for any reason; make, amend and enforce reasonable rules, regulations and operating, administrative and safety procedures from time to time as the District deems necessary; determine the care, maintenance and operation of the equipment and property used for and on behalf of the District; determine employee classifications; alter, add to or eliminate existing equipment, facilities or programs; assign work sites, including the change of work sites from time to time; determine whether goods should be leased, contracted or purchased.

# RECOGNITION

## The Committee recognizes the Quaboag Education Association, Inc., an affiliate of the MTA and NEA, for the purposes of collective bargaining as the exclusive representative of a unit consisting of all full-time and regular part-time permanent professional teaching personnel of the Quaboag Regional School System, including guidance counselors, librarians, media specialists, school psychologists, special education team chairpersons, nurses, occupational therapists, physical therapists, speech therapists and excluding all full-time supervisory, managerial and confidential personnel such as the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Pupil Personnel Services, Supervisors of Special Education, Business Manager, physical therapy assistants, certified occupational therapist’s assistants and all other employees of the District. It shall also exclude substitute teachers, tutors, and professional staff members employed by the school system as a contracted service.

## Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the “teachers” and references to male teachers will include female teachers.

# GRIEVANCE PROCEDURES

## Definitions

A “grievance” is defined to mean a dispute involving the meaning, interpretation, or application of any provisions of this contract.

A “day” is defined to mean a school day during the school calendar year. During the summer vacation, a day is defined to mean a calendar day.

## Failure at any level of the procedure to present a grievance to the next level within the specified time limit shall be deemed to be a waiver of the grievance.

## Class Grievance

If the Association and a Principal agree that a grievance may affect a group or class of teachers, it shall be considered a class grievance, and the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. If the Association believes that a grievance may affect a group or class of teachers, but the Principal disagrees, then the grievance shall be submitted at Level One as a class grievance. If the grievance is not disposed of to the satisfaction of the Association at Level One, it may be submitted by the Association as a class grievance at Level Two.

## If a teacher shall present a grievance without representation by the Association, the Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

## Any meeting with reference to Level One of the procedure shall be heard during non-school hours. Any meeting with reference to Levels Two or Three shall be held during non-school hours unless in the determination of the Superintendent or the Committee, it is necessary to hold such a meeting during school hours.

## No matter pertaining to a grievance shall be included in a teacher’s personnel file unless so requested by the teacher.

## A teacher with a question which is a potential grievance shall first discuss such question with a member of the Professional Rights and Responsibilities Committee before entering the grievance procedure outlines in paragraph 2.08.

## **Level One**

A teacher with a grievance shall, with or without representation by the Association, present the grievance in writing to his/her immediate supervisor and/or the Principal and the Association within ten (10) days from the day of the event upon which the grievance is based or the day of the Teacher’s first knowledge of the event.

**Level Two**

If the grievance has not been disposed of to the satisfaction of the grievant at Level One within five (5) days after presentation of the grievance to the immediate supervisor and/or Principal, the grievance may be presented to the Superintendent within five (5) days after the expiration of such five (5) day period. Within five (5) days after the receipt of the grievance, the Superintendent or his designee shall meet with the teacher and the President of the Association or the Grievance Officer of the Association, in an effort to settle the grievance.

**Level Three**

If the grievance has not been disposed of to the satisfaction of the grievant at Level Two within ten (10) days after the Level Two meeting, the teacher may, within five (5) days after the expiration of such ten (10) day period, notify the President of the Association or the Grievance Officer of the Association in writing of his/her desire to have a grievance presented to the Committee. Within five (5) days following receipt of such notice the grievance may be presented to the Committee by the Association. At its next regular Committee meeting or at a special meeting called for the purpose of considering the grievance, the Committee or its designated representative shall meet with the Association in an effort to settle the grievance.

**Level Four**

If the grievance has not been disposed of to the satisfaction of the Association at Level Three within ten (10) days after the Level Three meeting, and if the grievance shall involve the interpretation or the application of any provision of the Agreement, the Association may, by giving written notice to the Committee within the five (5) day period following the expiration of such ten (10) day period, present the grievance for arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within thirty (30) days following the Level Three meeting, the grievance shall be submitted to the Department of Labor Relations, to be disposed of in accordance with its rules and regulations. The arbitrator shall have no power to add to, subtract from, or modify any provisions of this contract and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties. In the event the parties cannot agree on a submission, the arbitrator shall determine the issue. The expenses of such arbitration shall be equally shared by the Committee and the Association. The award made, if within the arbitrator’s jurisdiction, shall be final and binding upon the Committee, the Association, and the teacher.

The arbitrator shall not render a decision contrary to state or federal law. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator. Grievances may be settled without precedent at any stage of this procedure.

The parties acknowledge that with respect to matters of appointment or disciplinary matters, the School Committee has no authority to reverse the decision of the Principal or Superintendent. Accordingly, grievances pertaining to disciplinary matters may not be processed to Level Three, but may be processed directly to Level Four if not disposed of at Level Two within ten (10) days after the Level Two meeting, or within five (5) days after the expiration of such ten (10) day period by notice to the School Committee and Superintendent.

## The failure of the employee’s Principal, the Superintendent, or the School Committee to respond to the grievance in writing within the appropriate time shall be considered a denial, and the employee or the Association may move the grievance to the next level of the procedure. Only the District or the Association may move the matter to arbitration.

## The time limits set forth in this Article may be extended by mutual agreement of the parties.

## The District, through the School Committee or its designee, may also process grievances under the grievance and arbitration procedure.

# SALARY SCHEDULES

The general purposes of the following salary schedules are (1) to attract and hold well qualified teachers, (2) promote stability, harmony, and high morale among the teachers, and (3) to offer incentive for continuous professional growth of teachers.

## Teachers shall be placed by the Districton the proper step on the salary schedule at the time of their employment and paid in full the amount designated for the particular step.

## Professional Teacher Status

When a teacher is placed on professional teacher status, he/she will automatically be granted one hundred ($100) dollars annually in addition to the basic salary schedule.

## All professional employees who are requested to work for a period of time in excess of the work year as defined in Section 4.01 shall be compensated for the additional duties. The compensation shall be computed by taking 1/184 of their total pay for the previous school year on a per diem basis. Total pay does not include pay for extra-curricular duties.

The Head Guidance Counselor and other guidance counselors may be required to work in excess of the school year as defined in Article 4.01 as Head Guidance Counselor or guidance counselor and compensated on a per diem basis as is outlined in the above paragraph.

## Longevity Pay

A teacher will receive amounts according to the table below during each continuing year of service to be added to his/her basic salary. The amounts listed below are not subject to general percentage increases granted by the Committee except for department heads as provided in 3.05.

**YEARS COMPLETED TEACHING IN THE
QUABOAG REGIONAL SCHOOL DISTRICT**

 14-18 years $700 (Stipend for longevity begins

 19-23 years $900 in September of the fifteenth

 24 and beyond $1,100 year in service)

The exception to the above years in service schedule applies to teachers from Warren and West Brookfield who are now with the Quaboag Regional School System. Their time in service to Warren or West Brookfield is to be counted as time in the Quaboag Regional School System for the above article.

## Department Head Salary Schedule

Department Heads of the major departments: Social Studies; Mathematics; English; Science;Business Application and Industrial Technology; Health, Physical Education, and Family and Consumer Science; Fine Arts; Special Education; Foreign Language and Guidanceshall be paid an additional amount according to the following:

Any bargaining unit member appointed as a Department Head for a department of up to and including five (5) teachers, including the Department Head, shall receive a stipend of $3,844 per academic year (to be prorated for partial year-appointments).[[1]](#footnote-1) Any Department Head so appointed for a department of more than five (5) teachers shall receive a stipend of an additional $250 per year for each additional teacher (to be prorated for partial-year appointments). The stipend shall not change as a result of a temporary change in the size of the department, which shall be defined as a change for less than one-full semester.

A Department Head of a department of five (5) or more teachers, including the Department Head will be required to teach at most twenty (20) classes per week and receive limited supervisory duty at the discretion of the Principal.

## Salary level with respect to degree and hours will be determined by the status of the teacher on September first and February first each year. Courses must be approved in writing by the Superintendent, by submitting Form A, before they are taken and copies of transcripts must be submitted to the Superintendent’s Office upon successful completion of the courses in order for a teacher to move laterally across the existing salary schedule. February advancement shall be at the rate of the new salary schedule for the remainder of the contract year. In order to be eligible for advancement, the teacher must notify the Superintendent, by submitting Form B, of such anticipated change by the first day of February in the school year which precedes the anticipated September or February advancement.

## Teachers with Professional Teacher Status shall receive a lump sum payment in the amount of Two Hundred and Twenty Dollars ($220) for each graduate course credit after the credits have been awarded and after successful completion of the course, which is defined as obtaining a B or better grade, unless the course is only offered as a pass/fail course. Said course must be approved in writing in advance by the Superintendent. If the approved course is filled, an alternative course must be approved within fifteen (15) days after registration for such course.

Teachers enrolling in courses funded through grants, colleges and universities, or professional organizations, when no payment is required by the teacher, will not be eligible for payment under the provisions of this Article. Teachers, who enroll in and successfully complete approved graduate level courses that require the teacher to make some monetary payment for tuition, will receive payment under this Article equivalent to the tuition payment that they were required to expend to enroll in the course.

Payment for courses shall not exceed nine (9) graduate course credits during the contract year. Teachers without Professional Teacher Status shall receive the above compensation for courses approved, as above, and taken while teaching in the Quaboag Regional School District, as soon as Professional Teacher Status in such School District has been achieved.

## Professional Improvement Program

Any teacher who successfully completes the “Massachusetts Sheltered English Instruction Teacher Endorsement Course” will be granted three credits for lateral movement by the Quaboag Regional School District regardless of whether the course was taken for graduate credits or professional development points. This will include any teacher who took the course in the 2014 -2015 school year or any time after that. The Quaboag Education Association and the Quaboag Regional School Committee understand that these lateral movement credits are good only within the Quaboag Regional School District if the course was taken for professional development points.

Teachers may also earn credits toward vertical and lateral salary movement with in-house credits awarded to staff by the Quaboag Regional School District for professional development activities. These credits are called Cougar Credits. Details of the program and forms are in an addendum to this contract.

## Teachers shall be paid in their choice of 21 or 26 equal payments each school year. Such payments shall begin in the month of September and continue biweekly for either 21 or 26 payments as chosen by the teacher.

###  Payment will be made for seasonal extra-curricular activities in a lump sum at the conclusion of the season. Payment for extra-curricular activities which occur the full school year in duration may be made at the teacher’s option in equal payments throughout the school year or in a lump sum following the completion of the activity.

### Teachers who request in writing on or before May 1 of the school year through the Superintendent, may receive the remainder of their earned or accrued pay in a lump sum by June 30 provided the teacher’s duties for the year have been completed.

### Teachers are required to have their paychecks deposited electronically to a bank of their choice. Teachers will have their pay stub emailed to an email address of the teacher’s choice

### Pursuant to the Internal Revenue Code, Section 125, the District will establish a Health Care Flexible Spending Account Plan (FSA) and a Dependent Care Account Plan (DCAP) to which eligible employees may contribute through direct withholding from their paychecks.

### Pursuant to all applicable state and federal laws and regulations, employee contributions to the group insurance plan will be made in pretax dollars.

### The District shall withhold premium required for a long-term disability insurance policy for employees electing for such coverage.

## Mileage will be paid to teachers on official business, approved in advance by the Superintendent, at a rate consistent with that allowed for business mileage on Internal Revenue Service Form 2106, plus tolls. Said rate shall be adjusted on January 1st each year to remain current with I.R.S. policy, said adjustment to be effective the following fiscal year.

## Teachers shall be reimbursed for approved travel and course costs within sixty (60) days after submission of receipts, subject to other conditions of this contract.

## Intramurals: The number as determined by the Athletic Director and approved by the School Committee.

Driver Education: The number of classes as approved by the Superintendent of Schools.

Clubs: The number determined by the Administration and the School Committee. Any additional programs will be determined by the Administration in each case.

## Extra-Curricular Duties Salary Schedule

|  |  |  |  |
| --- | --- | --- | --- |
|  | 2020-2021 | 2021-2022 | 2022-2023 |
| Athletic Dir.  | $7,908.00  | $8,027.00  | $8,228.00  |
| **Boys Athletics** |  |  |  |
| Soccer HC  | $3,803.00  | $3,860.00  | $3,957.00  |
| Soccer JV  | $2,584.00  | $2,623.00  | $2,689.00  |
| Soccer AC (MS)  | $2,584.00  | $2,623.00  | $2,689.00  |
| Basketball HC  | $5,172.00  | $5,250.00  | $5,381.00  |
| Basketball AC (JV)  | $3,193.00  | $3,241.00  | $3,322.00  |
| Basketball MS  | $2,584.00  | $2,623.00  | $2,689.00  |
| Baseball HC | $4,256.00  | $4,320.00  | $4,428.00  |
| Baseball JV | $2,735.00  | $2,776.00  | $2,845.00  |
| Baseball MS  | $2,584.00  | $2,623.00  | $2,689.00  |
| X-Country HC  | $3,193.00  | $3,241.00  | $3,322.00  |
| X-Country MS  | $1,899.00  | $1,927.00  | $1,975.00  |
| Head Football  | $5,437.00  | $5,519.00  | $5,657.00  |
| Asst. Football  | $2,360.00  | $2,395.00  | $2,455.00  |
| Head Football JV  | $3,357.00  | $3,407.00  | $3,492.00  |
| Football Asst Co-Coach (MS)  | $2,899.00  | $2,942.00  | $3,016.00  |
| WinterTrack  | $2,320.00  | $2,355.00  | $2,414.00  |
| Spring Track  | $3,007.00  | $3,052.00  | $3,128.00  |
| **Girls Athletics** |   |   |   |
| Field Hockey HC  | $3,805.00  | $3,862.00  | $3,959.00  |
| Field Hockey JV  | $2,584.00  | $2,623.00  | $2,689.00  |
| Soccer HC  | $3,803.00  | $3,860.00  | $3,957.00  |
| Soccer JV  | $2,584.00  | $2,623.00  | $2,689.00  |
| Soccer AC (MS)  | $2,584.00  | $2,623.00  | $2,689.00  |
| Basketball HC  | $5,172.00  | $5,250.00  | $5,381.00  |
| Basketball AC (JV)  | $3,193.00  | $3,241.00  | $3,322.00  |
| Basketball MS  | $2,584.00  | $2,623.00  | $2,689.00  |
| Softball HC | $4,256.00  | $4,320.00  | $4,428.00  |
| Softball AC (JV)  | $2,735.00  | $2,776.00  | $2,845.00  |
| Softball AC (MS)  | $2,584.00  | $2,623.00  | $2,689.00  |
| X-Country HC  | $3,193.00  | $3,241.00  | $3,322.00  |
| X-Country MS  | $1,899.00  | $1,927.00  | $1,975.00  |
| Winter Track  | $2,320.00  | $2,355.00  | $2,414.00  |
| Spring Track  | $3,007.00  | $3,052.00  | $3,128.00  |
| **Other Athletics** |  |  |  |
| Tennis HC  | $3,497.00  | $3,550.00  | $3,639.00  |
| Golf HC  | $2,735.00  | $2,776.00  | $2,845.00  |
| Cheerleading  | $2,133.00  | $2,165.00  | $2,219.00  |
| Cheerleading JV | $1,407.00  | $1,428.00  | $1,464.00  |
| Boys Elem. BB HC  | $1,216.00  | $1,234.00  | $1,265.00  |
| Boys Elem. BB AC | $946.00  | $960.00  | $984.00  |
| Girls Elem. BB HC  | $1,216.00  | $1,234.00  | $1,265.00  |
| Girls Elem. BB AC  | $946.00  | $960.00  | $984.00  |
| **Student Advisory** |  |  |  |
| Intramurals  | $2,561.00  | $2,599.00  | $2,664.00  |
| Literary Magazine/School Paper/Issue  | $249.00  | $253.00  | $259.00  |
| Yearbook Adv.  | $3,132.00  | $3,179.00  | $3,258.00  |
| Clubs  | $1,139.00  | $1,156.00  | $1,185.00  |
| Natl Honor  | $1,327.00  | $1,347.00  | $1,381.00  |
| Sr. Class Advisor  | $1,568.00  | $1,592.00  | $1,632.00  |
| Grade 11 Advisor  | $994.00  | $1,009.00  | $1,034.00  |
| Grade 9 & 10  | $711.00  | $722.00  | $740.00  |
| Grade 7 & 8  | $569.00  | $578.00  | $592.00  |
| Student Council  | $1,850.00  | $1,878.00  | $1,925.00  |
| Faculty Mgr.  | $5,695.00  | $5,780.00  | $5,925.00  |
| Cougars on the Air/per show | $126.00  | $128.00  | $131.00  |
| Jr./Sr. Band  | $2,561.00  | $2,599.00  | $2,664.00  |
| Jr./Sr. Chorus  | $2,279.00  | $2,313.00  | $2,371.00  |
| Drama  | $1,568.00  | $1,592.00  | $1,632.00  |
| Plays  | $2,279.00  | $2,313.00  | $2,371.00  |
| Assem. Dir.  | $1,425.00  | $1,446.00  | $1,482.00  |
| Health Coord.  | $1,335.00  | $1,355.00  | $1,389.00  |
| Peer Leadership  | $1,139.00  | $1,156.00  | $1,185.00  |
| Head Teacher  | $1,525.00  | $1,548.00  | $1,587.00  |
| Maine Chaperone  |  $50/night |  $51/night |  $52/night |
| Washington Chaperone  |  $50/night |  $51/night |  $52/night |
| Grade 7 / 8 Team Leader  | $500.00  | $500.00  | $500.00  |

\* Intramurals: 2 positions/8 wks; others at $40/week as determined by A.D.

 and approved by S.C.

\*\* Driver Education maximum of 45 students per year

Middle School and Senior High School coaches who have performed the same task for a minimum of three years at Quaboag Regional High School will receive two hundred ($200) dollars annually in addition to the salary specified in the extra-curricular salary schedule. Elementary school coaches who have performed the same task for a minimum of three years at Warren Community Elementary School or West Brookfield Elementary School will receive seventy-five ($75) dollars annually in addition to the salary specified in the extra-curricular salary schedule.

Effective September 1, 1990, the extra-curricular schedule will increase at the same percentage as the teacher’s salary schedule.

If financial constraints result in the layoff of teachers, positions in this section may be filled by volunteers. The money saved will be used to save teaching positions.

## Pay for Chapter 766 Meetings

Teachers who participate in “Team Evaluation Meetings” in accordance with Chapter 766 of the General Laws, when those evaluations take place outside regular school hours, where this is defined as one hour and thirty minutes after the last class of the school day for that teacher, evenings and weekends; shall be paid at the rate of twenty ($20.00) dollars per hour to be paid for the actual duration of such meetings. Travel pay, as per Article 3.10, shall be also paid for teachers participating in these meetings and the Special Education Administration shall be responsible for the accurate completion of said forms.

## All full-time and regular part-time professional teaching personnel who had been first hired by the Quaboag Regional School District as full-time and regular part-time professional teaching personnel prior to September 1, 1989, will be allowed to progress both laterally and/or vertically on the salary schedule as it existed prior to September 1, 1986 (note parentheses around categories in salary schedule on basic salary schedule), with appropriate negotiated salary increases and increments added annually to reflect negotiated increases between the Quaboag Regional School Committee and the Quaboag Education Association, Inc. for teachers’ salaries.

It is the intent of the Committee and the Association that this clause will continue in force with each new negotiated contract. (See pages 12 and 13)

A one-time bonus of $400 will be paid to all employees with 15 years of experience as of July 1, 2009 who did not receive a step increase for the 2009-2010 school year.

Quaboag Regional School District Teacher Salary Schedule

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  | 2020-2021 |  | .5% increase + $1,000 Step 15 |
|  |  |  |  |  |  |  |
|  | BACH | BA+15 | MA/BA+30 | MA+15/BA+45 | MA+30/BA+60 | PHD/MA+45 |
| Step 1 Exp 0  | $44,019.00  | $45,041.00  | $46,433.00  | $47,972.00  | $49,366.00  | $50,670.00  |
| Step 2 Exp 1  | $45,129.00  | $46,324.00  | $47,834.00  | $49,371.00  | $50,767.00  | $52,077.00  |
| Step 3 Exp 2  | $47,362.00  | $48,565.00  | $50,036.00  | $51,573.00  | $52,970.00  | $54,280.00  |
| Step 4 Exp 3  | $49,594.00  | $50,805.00  | $52,240.00  | $53,776.00  | $55,170.00  | $56,483.00  |
| Step 5 Exp 4  | $51,825.00  | $53,046.00  | $54,443.00  | $55,979.00  | $57,373.00  | $58,685.00  |
| Step 6 Exp 5  | $54,057.00  | $55,285.00  | $56,646.00  | $58,180.00  | $59,576.00  | $60,888.00  |
| Step 7 Exp 6  | $56,288.00  | $57,525.00  | $58,848.00  | $60,383.00  | $61,778.00  | $63,091.00  |
| Step 8 Exp 7  | $58,519.00  | $59,765.00  | $61,052.00  | $62,586.00  | $63,980.00  | $65,294.00  |
| Step 9 Exp 8  | $60,752.00  | $62,005.00  | $63,255.00  | $64,789.00  | $66,183.00  | $67,496.00  |
| Step 10 Exp 9  | $62,983.00  | $64,245.00  | $65,457.00  | $66,991.00  | $68,385.00  | $69,699.00  |
| Step11 Exp 10  | $65,214.00  | $66,485.00  | $67,660.00  | $69,194.00  | $70,587.00  | $71,902.00  |
| Step 12 Exp 11  | $67,447.00  | $68,725.00  | $69,864.00  | $71,397.00  | $72,790.00  | $74,104.00  |
| Step 13 Exp 12  | $68,291.00  | $70,964.00  | $72,067.00  | $73,599.00  | $74,992.00  | $76,307.00  |
| Step 14 Exp 13  | $69,143.00  | $71,852.00  | $74,268.00  | $75,802.00  | $77,194.00  | $78,510.00  |
| Step 15 Exp 14  | $72,516.00  | $75,256.00  | $78,452.00  | $79,984.00  | $81,378.00  | $82,699.00  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | 2021-2022 |  | 1.5% increase |  |
|  |  |  |  |  |  |  |
|  | BACH | BA+15 | MA/BA+30 | MA+15/BA+45 | MA+30/BA+60 | PHD/MA+45 |
| Step 1 Exp 0  | $44,679.00  | $45,717.00  | $47,129.00  | $48,692.00  | $50,106.00  | $51,430.00  |
| Step 2 Exp 1  | $45,806.00  | $47,019.00  | $48,552.00  | $50,112.00  | $51,529.00  | $52,858.00  |
| Step 3 Exp 2  | $48,072.00  | $49,293.00  | $50,787.00  | $52,347.00  | $53,765.00  | $55,094.00  |
| Step 4 Exp 3  | $50,338.00  | $51,567.00  | $53,024.00  | $54,583.00  | $55,998.00  | $57,330.00  |
| Step 5 Exp 4  | $52,602.00  | $53,842.00  | $55,260.00  | $56,819.00  | $58,234.00  | $59,565.00  |
| Step 6 Exp 5  | $54,868.00  | $56,114.00  | $57,496.00  | $59,053.00  | $60,470.00  | $61,801.00  |
| Step 7 Exp 6  | $57,132.00  | $58,388.00  | $59,731.00  | $61,289.00  | $62,705.00  | $64,037.00  |
| Step 8 Exp 7  | $59,397.00  | $60,661.00  | $61,968.00  | $63,525.00  | $64,940.00  | $66,273.00  |
| Step 9 Exp 8  | $61,663.00  | $62,935.00  | $64,204.00  | $65,761.00  | $67,176.00  | $68,508.00  |
| Step 10 Exp 9  | $63,928.00  | $65,209.00  | $66,439.00  | $67,996.00  | $69,411.00  | $70,744.00  |
| Step11 Exp 10  | $66,192.00  | $67,482.00  | $68,675.00  | $70,232.00  | $71,646.00  | $72,981.00  |
| Step 12 Exp 11  | $68,459.00  | $69,756.00  | $70,912.00  | $72,468.00  | $73,882.00  | $75,216.00  |
| Step 13 Exp 12  | $69,315.00  | $72,028.00  | $73,148.00  | $74,703.00  | $76,117.00  | $77,452.00  |
| Step 14 Exp 13  | $70,180.00  | $72,930.00  | $75,382.00  | $76,939.00  | $78,352.00  | $79,688.00  |
| Step 15 Exp 14  | $73,604.00  | $76,385.00  | $79,629.00  | $81,184.00  | $82,599.00  | $83,939.00  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | 2022-2023 |  | 2.5% increase |  |
|  |  |  |  |  |  |  |
|  | BACH | BA+15 | MA/BA+30 | MA+15/BA+45 | MA+30/BA+60 | PHD/MA+45 |
| Step 1 Exp 0  | $45,796.00  | $46,860.00  | $48,307.00  |  $49,909.00  |  $51,359.00  |  $52,716.00  |
| Step 2 Exp 1  | $46,951.00  | $48,194.00  | $49,766.00  |  $51,365.00  |  $52,817.00  |  $54,179.00  |
| Step 3 Exp 2  | $49,274.00  | $50,525.00  | $52,057.00  |  $53,656.00  |  $55,109.00  |  $56,471.00  |
| Step 4 Exp 3  | $51,596.00  | $52,856.00  | $54,350.00  |  $55,948.00  |  $57,398.00  |  $58,763.00  |
| Step 5 Exp 4  | $53,917.00  | $55,188.00  | $56,642.00  |  $58,239.00  |  $59,690.00  |  $61,054.00  |
| Step 6 Exp 5  | $56,240.00  | $57,517.00  | $58,933.00  |  $60,529.00  |  $61,982.00  |  $63,346.00  |
| Step 7 Exp 6  | $58,560.00  | $59,848.00  | $61,224.00  |  $62,821.00  |  $64,273.00  |  $65,638.00  |
| Step 8 Exp 7  | $60,882.00  | $62,178.00  | $63,517.00  | $65,113.00  | $66,564.00  | $67,930.00  |
| Step 9 Exp 8  | $63,205.00  | $64,508.00  | $65,809.00  | $67,405.00  | $68,855.00  | $70,221.00  |
| Step 10 Exp 9  | $65,526.00  | $66,839.00  | $68,100.00  | $69,696.00  | $71,146.00  | $72,513.00  |
| Step11 Exp 10  | $67,847.00  | $69,169.00  | $70,392.00  | $71,988.00  | $73,437.00  | $74,806.00  |
| Step 12 Exp 11  | $70,170.00  | $71,500.00  | $72,685.00  | $74,280.00  | $75,729.00  | $77,096.00  |
| Step 13 Exp 12  | $71,048.00  | $73,829.00  | $74,977.00  | $76,571.00  | $78,020.00  | $79,388.00  |
| Step 14 Exp 13  | $71,935.00  | $74,753.00  | $77,267.00  | $78,862.00  | $80,311.00  | $81,680.00  |
| Step 15 Exp 14  | $75,444.00  | $78,295.00  | $81,620.00  | $83,214.00  | $84,664.00  | $86,037.00  |
|  |  |  |  |  |  |  |

## Pre-Referral Teams

Pre-Referral Teams that support teachers and students by providing opportunities for interventions and accommodations for children with academic and behavioral problems, as well as special education children with problems not addressed in their Individualized Education Plan, may be established in the Regional School District. The size of the Team(s) will be determined by the Superintendent. Membership will be appointed by the Building Principal in consultation with the Administrator of Special Education. Participation on the Team will be voluntary. The stipend for the Team Chairperson in each school will be $500 and each member of the Team will receive $400.

## Middle School Team Leader

Each Middle School Team Leader, one each for grades 7 and 8, annually appointed by the Principal, shall receive a stipend of $500 for assuming the leadership role of the team, as determined by the Principal. Participation in the position of Middle Team Leader shall be voluntary.

3.18 Elementary ELS/Social Studies Curriculum Team Leader

Elementary ELA/Social Studies Curriculum Team Leader grades K-3 (one at each elementary school) shall receive an annual $2,000 stipend; Elementary ELA/Social Studies Curriculum Team Leader grades 4-6 (one at each elementary school) shall receive an annual $2,000 stipend; Elementary Math/Science Curriculum Team Leader grades K-3 (one at each elementary school) shall receive an annual $2,000 stipend; Elementary Math/Science Curriculum Team Leader grades 4-6 (one at each elementary school) shall receive an annual $2,000 stipend.

# TEACHING HOURS AND TEACHING LOAD

The Committee and the Association recognize and agree that the teachers’ professional responsibility to their students and their profession entails the performance of duties and the expenditure of time well beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained throughout the school system.

Therefore, without prejudice to voluntary professional service above and beyond requirements as aftersaid, the following schedules shall be adopted.

## Beginning with the 1997-1998 school calendar, the work year for teachers may start as early as the Tuesday prior to Labor Day, and Wednesday, Thursday, and Friday of the week will also be included in the required 184 days of the school year. Notwithstanding Section 3.03, new teachers will not receive pay for their orientation.

Three (3) days will be used for the professional development of the teaching staff, and will not be days when students are in attendance at school. Those days will be scheduled by the Superintendent of Schools.

The Superintendent will submit a proposed school calendar for the following school year to the QEA for their review and comment by February 1. At a March meeting of the School Committee, a calendar will be adopted for the next school year. Once adopted by the Committee, the calendar may be amended for educational considerations, except for the dates established for vacation periods in February and April, unless by mutual agreement of the Committee and the Association.

The following shall pertain to teaching assignments at Quaboag Regional Middle High School

## The work day shall begin ten (10) minutes before the beginning of the school day and end thirty (30) minutes after pupil dismissal. In no event shall the work day for teachers exceed seven hours and eight (7:08) minutes. Three (3) days a week (Friday and two other days approved by the Principal) and on days prior to a holiday, the end of the work day shall coincide with student dismissal. Exception: (1) teachers assigned to morning hall duty shall begin their supervision twenty (20) minutes prior to the beginning of the first period, and (2) on mid-year and final exam days, teachers are to remain thirty (30) minutes after pupil dismissal, and (3) the teacher assigned to office detention may be required to stay for up to an hour after student dismissal.

## During the course of the day, a teacher shall not be required to teach more than five (5) periods or its equivalent in time, with one (1) period or its equivalent in time set aside for a preparation period and one (1) period or its equivalent in time set aside for supervisory assignments or team planning (middle school) and one twenty (20) minute period set aside for advisory period. Teachers, who by mutual written agreement accept an additional class or laboratory class, shall not be assigned supervisory duties on such days. At all other times, supervisory duty will be assigned equitably, and in no instance will any teacher be assigned any more than ten (10) school days of morning hall duty during any one school year.

## Every school day will begin with a short academic advisory period not to exceed six (6) minutes in length. The academic advisory period is not considered an additional preparation for teachers, and there shall be no required curriculum.

## Department Heads shall not be required to teach more than four periods per day in order to attend to departmental duties.

## (A) Teachers may be required to remain after the end of the regular work day without additional compensation for up to one and a half hours one day each week for one of the following reasons\*:

(1) Meetings authorized or called by the Superintendent or Principal

(2) A meeting called by the Department Head

(3) Curricular meetings

\* Meetings take precedence in the order in which they appear.

Teachers may be required to attend two (2) evening meetings each year. When an evening meeting is scheduled, teacher dismissal will coincide with student dismissal with the following exception:

In the event that an early release day authorized by the Committee coincides with a scheduled evening meeting, teachers may be required to remain after students are dismissed until the normal student dismissal time.

(B) Teachers will remain after school for a period of one and a half hours each day at the request of the Principal to meet with the visiting committee evaluating QRMHS on behalf of the New England Association of Schools and Colleges. This will be limited to a maximum of three (3) days.

## In the course of a day, each teacher shall have a maximum of four (4) preparations, although each teacher shall teach five (5) periods per day or its equivalent in time, except as provided in 4.03 and 4.05.

## Student grades will be due no earlier than the close of the third school day following the close of the quarter.

The following shall pertain to teaching assignments at the Elementary Schools in the Quaboag Regional School District:

## Student grades will be due no earlier than the beginning of the third school day

following the close of the quarter.

## The work day of teachers shall begin fifteen (15) minutes before the beginning of the school day for the students. The student instructional start time is 8:40 a.m. Teachers shall remain in the school for fifteen (15) minutes after the dismissal of the students at the end of the work day. The student dismissal time is 2:50 p.m., and on half-days the dismissal time is 11:50 a.m. In no event shall the work day for teachers exceed six (6) hours and forty-five (45) minutes. One day a week (Friday) and on days prior to a holiday, the end of the work day shall coincide with student dismissal.\* It is agreed that teachers will make themselves available beyond the normal work day and as necessary to meet with students and/or parents and to fulfill such other professional responsibilities as their jobs may entail.

\*On the last day of school, the end of the work day shall coincide with student dismissal, as long as all checkout procedures have been completed.

## Teachers will not be required to attend more than three (3) evening functions per year, one of which will be Open House. This time will not be used for chaperoning. Such meetings shall not exceed two (2) hours in length.

## Teachers will not be required to attend more than a total of three (3) meetings per month. Said meetings shall not exceed a time greater than one (1) hour, said time to be in conjunction with and not in addition to the fifteen (15) minute requirement. Meetings shall not be held on the last day of the teaching week or on the day preceding a school holiday, and shall be announced at least two days in advance. This does not preclude short meetings held within the first fifteen minutes after student dismissal.

(1) Meetings authorized or called by the Superintendent or Principal

(2) A meeting called by the Department Head

(3) Curricular meetings

\* Meetings take precedence in the order in which they appear.

## A teacher will not be required to remain in the classroom when a special teacher is conducting his/her class unless it is decided by the teacher that follow-up procedures necessitate observation and this will be by mutual agreement of the teachers involved. If a specialist is absent from school, every effort will be made to get a substitute for the specialist.

## All teachers assigned to the elementary schools, including specialists and special education teachers, shall receive forty (40) consecutive minutes per day of duty-free preparation time and shall be provided further with thirty (30) consecutive minutes of duty free lunch period daily.  No more than one (1) preparation period per month can be used for meetings.

## All duties in the Elementary Schools shall be assigned on an equitable rotating basis. Lunch duties will not be assigned to classroom teachers.

## No teacher shall be required to perform duties regularly assigned to custodians.

## The Committee recognizes the importance of class size and agrees to maintain an average class size of twenty-five (25) to the extent possible. In the event that any class size exceeds thirty (30) during the month of September, or exceeds that number by ten (10%) percent during the months of October through March, a half-time certified teacher shall be added or the class shall be divided into two (2) sections; this decision to be at the discretion of the Superintendent and Principal after consultation with the appropriate classroom teacher(s). A teacher shall not be required to teach pupils from more than one grade at a time in the same classroom (mixed grades in one room) on a regular basis. However, for the purpose of facets of the continuous progress program, the Association agrees to the placement of selected pupils in classrooms other than their regular grade for instructional purposes. Regularly scheduled activities, such as chorus and band, are exempted under this provision.

Sections 4.18 and 4.19 shall pertain to the High School and the Elementary Schools in the Quaboag Regional School District

## In-Service/Educational Conference Times

### In-service training programs shall be conducted regularly on a released time basis within the school day with the approval of the School Committee, and will not normally exceed one and one-half (1 ½) hours beyond the regularly scheduled closing time of the school day unless such day is a Friday, in which case the end of the program will coincide with the end of the students’ day at Quaboag Regional Middle/High School. Consideration will be given to teacher proposals for programs to be held on such days.

### At least once each school year, the Superintendent or his designee may allow early student dismissal for undisturbed time for teachers to conduct parent conferences.

## Professional Regular Part-Time Employees Pay

Regular part-time professional employees (Section 1.01) shall be defined as those who do not comply with Sections 4.02, 4.03, 4.07, or 4.10 as to the length or their work day or work week. Salary adjustments shall be made by pro-rating the salary of a full-time employee with the equivalent experience and degree status from the basic salary schedule to the proportion of a full-time position actually performed by the regular part-time professional employee. Fringe benefits other than insurance items in Section 15.01 shall also be pro-rated. Persons employed by the Quaboag Regional School District shall have this provision apply only to that portion of their salary paid by the Regional School District.

# NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher’s primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, they agree as follows:

## Teachers will not be required, except in emergencies, to perform the following duties:

(A) Health services, such as administering eye or ear examinations, weighing and measuring pupils.

(B) Collecting money from students for non-educational purposes.

1. Keep attendance registers.
2. In the high school, prepare report cards prior to their being marked. In the elementary school, prepare report cards prior to their being marked when clerical staff is available to prepare the cards.

## Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their Principal or immediate supervisor.

# TEACHING ASSIGNMENTS

## In order to assure that pupils are taught by teachers working within their areas of certification, teachers shall not be assigned to subjects and/or grades or other classes outside the scope of their area of certification except to the extent permitted by law.

## High school teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including grades and/or subjects they will teach and any unusual classes or assignments that they will have, as soon as practicable but not later than July 30. Elementary teachers shall be notified in writing of any changes in their programs and scheduled for the ensuing year, including grades and/or subjects they will teach and any unusual classes or assignments that they will have, as soon as practicable but not later than one week prior to the close of school. There will be no mass changes in assignments during the month of August. In case of a resignation, accident, or illness during the month of August, those teachers whose assignments are affected shall be notified in writing.

# TEACHING TRANSFERS AND LAYOFFS

## Teachers who desire a change in school building, grade and/or subject assignment shall file a written statement of such desire with the Superintendent not later than April 15.

In the determination of assignments and transfers, the convenience and wishes of the individual teacher shall be honored to the extent that those considerations do not conflict with the instructional requirements and the best interests of the school system and the pupils as determined by the Superintendent.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher will be notified in writing of the reasons for the transfer. In the event of a transfer, a teacher will retain all seniority.

Teacher assignments, transfers, and layoffs shall be made on the basis of competency and seniority.

## Reduction in Force

### Layoffs shall be conducted within areas of certification based on the teachers’ job performance and the best interest of the students. A teacher’s job performance shall be defined as the teacher’s past summative overall evaluation ratings as compared to other teachers’ past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first. A teacher reached for lay-off in a specific area of certification may bump a teacher in another area of certification using the same criteria as above, except that if no evaluations exist in the other area of certification that factor will not be used.

### Prior to implementing a Reduction in Force, the Superintendent shall inform the Association President of the RIF decision, and then meet with the PTS teacher to be laid off and the Association President to discuss the decision.

### A teacher in the elementary schools with Professional Teacher Status shall not be laid off if there is a teacher without Professional Teacher Status in the elementary school whose position the teacher with Professional Teacher Status is qualified and certified to fill. A teacher in the secondary school with Professional Teacher Status shall not be laid off if there is a teacher without Professional Teacher Status in the secondary school whose position the teacher with Professional Teacher Status is qualified and certified to fill.

### Seniority means a teacher’s length of continuous uninterrupted service in work days commencing with the first date of employment (not hiring) as a full-time teacher on a paid basis in the Quaboag Regional School District. Teachers employed in the Warren and West Brookfield Elementary Schools as of July 1, 1988, shall have their continuous uninterrupted service in work days commencing with the first date of employment (not hiring) as a full-time teacher on a paid basis in the Warren and West Brookfield Elementary School Districts counted toward seniority in the Quaboag Regional School District. Teachers at Quaboag Regional High School who were employed at Warren High School as of June 30, 1968, shall have their continuous uninterrupted service in work days commencing with the first date of employment (not hiring) as a full-time teacher on a paid basis at Warren High School counted toward seniority in the Quaboag Regional School District.

Any leave of absence with the exception of Professional, Conference, Bereavement, Jury Duty, Military Leave, and Administrative Leave shall be construed to be non-active service and will not be included in determining the total length of serviceexcept as required by law. However, such leaves will not be construed to break active service, and seniority will mean the total work days preceding the leave, added to the total number of work days after resuming active duty after the leave of absence.

Beginning with the school year 1993-1994, part-time teachers in the Quaboag Regional School District shall have their continuous uninterrupted service in work days commencing with the first date of employment (not hiring) counted toward seniority in Quaboag Regional School District. Days will be counted in direct proportion to the days worked.

### Recall Provisions

Teachers who are laid off under the provisions of this Article shall be entitled to recall rights for a period of two (2) years from the date of the lay off. During said period, teachers shall be recalled to positions within the discipline categories in which they were previously employed in the inverse order in which they were laid off.

Employees on recall shall be notified by certified mail of any open positions in the discipline categories in which they were previously employed within the school system. Each teacher shall provide to the Superintendent a mailing address no later than fifteen (15) calendar days after notification of termination. Failure to apply for an open position on a full-time permanent basis within fourteen (14) calendar days of notification shall terminate all rights under this Article. A seniority list will be given to each teacher and the Association on October 1st of each year. Additionally, a list of all teachers on recall shall be given to the Association stating the discipline category in which they were formally employed and the order of their proposed recall.

### Employees laid off under the provisions of this Article shall be given priority on the substitute teaching list during the recall if they so indicate to the Superintendent in writing.

### Employees laid off may, to the extent permitted by law and at their own expense, continue group health and life insurance during the recall period.

### A teacher will accrue seniority in the discipline category in which a majority of the teacher’s assignment is scheduled each year. A teacher who has earned seniority in a discipline category other than that of his/her current assignment, may include or transfer seniority from the discipline category where he was previously assigned in the event that reduction in force is considered in the discipline category where he is currently assigned.

### Seniority

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association by the first day of school. An updated list will be supplied to the Association by the first day of school each year thereafter.

Any member wishing to challenge the seniority list as posted must do so in accordance with Article II, Grievance Procedures within ten (10) working days after the seniority list is posted.

# VACANCIES

All vacancies, should the District elect to fill them**,** shall be filled pursuant to the following procedures:

## Such vacancies shall be adequately publicized by posting or otherwise effective notice as far in advance of the date of filling such vacancy as possible, butin no event less than two (2) weeks in advance. Notice of vacancies that develop after the first day of June shall be mailed to the President of the Association and Building Representative in addition to the usual posting.

## Said notice shall clearly set forth the qualifications for the position and the approximate date the duties will begin.

## Teachers who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.

## Such vacancy shall be filled on the basis of the candidate’s fitness for the vacant post, provided, however, that where two or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Quaboag Regional School System shall be given preference.

# POSITIONS IN SUMMER SCHOOL, EVENING SCHOOLAND UNDER FEDERAL PROGRAMS

## All openings for summer school and evening school positions under Federal Programs will be adequately publicized by the Superintendent as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding April 1st and June 1st respectively and the teachers will be notified of the action taken not later than May 1st and September 1st respectively.

## Positions in the Quaboag Regional School District summer school and evening school and positions under Federal Programs will to the extent possible be filled first by regularly appointed teachers in the Quaboag Regional School District.

## In filling such positions, considerations will be given to a teacher’s area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Quaboag Regional School District, and in regard to summer school or evening school teaching experience.

# TEACHER EVALUATION

## All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report and the evaluator will discuss such report with the teacher within the next ten (10) school days following such evaluations, except in the case of the evaluator’s or the teacher’s illness, but in every case, before such evaluation is presented to the attention of the Committee.

## Teachers will have the right, upon advance written request, to review the contents of their personnel file. Such requests shall be made during office hours and the teacher will be entitled to have a representative of the Association accompany him/her during such a review. An administrator or his/her designee must be present during such a review.

## No material relating to a teacher’s performance or non-performance of duties will be placed in a teacher’s personnel file or files by an administrator unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement or disagreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or Principal and attached to the filed copy. If the evaluator finds a teacher lacking, the teacher is to be handed a specific list of deficiencies, together with written suggestions as to the specific ways in which a teacher might improve.

## A formal complaint regarding a teacher made to the Committee or the Administration will be promptly called to the attention of the teacher.

## The Association recognizes the authority and responsibility of the Superintendent, Assistant Superintendent, Principal and Assistant Principal for disciplining or reprimanding a teacher for delinquency of professional performance. However, the teacher will be entitled to have a representative of the Association present during any such meeting.

## No teacher with professional teacher status will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause.

## A Committee composed of three (3) teachers to be appointed by the Q.E.A., an elementary school principal, and the superintendent will meet during the 2006-2007 school year and every five years thereafter to review teacher evaluation instruments and make recommendations for revisions.

# TEACHER FACILITIES

## Quaboag Regional High School will have the following facilities:

(A) Space in each classroom in which the teacher may safely store instructional material and supplies.

(B) Teacher work areas containing adequate equipment and supplies to aid in the preparation of instructional materials.

(C) A preparation room for the exclusive use of the science teachers.

(D) An appropriately furnished room to be reserved for the exclusive use of the staff as a faculty lounge and dining area. Said room will be in addition to the aforementioned teacher work area and will have a functional telephone for incoming phone calls.

(E) A serviceable desk and chair for each teacher.

(F) A communication system so that teachers can communicate with the main building office from their classroom.

(G) A well-lighted and clean men’s room and a well-lighted and clean women’s room.

(H) An adequate portion of the parking lot at the school will be available for teacher parking.

## Warren Community Elementary School and West Brookfield Elementary School will have the following facilities:

### A system whereby teachers can effectively and expeditiously communicate with the main office, in the event of an emergency.

### Space in each classroom provided in which teachers may safely store instructional materials and supplies wherever possible.

### Teachers in the elementary schools will be provided, as space is available, with an appropriately furnished room to be reserved for the use of the teachers as a faculty lounge. These rooms are to contain the following equipment and supplies:

1. Electric duplicating machine

2. Electric copier

3. A primary and a regular typewriter or word processor with printer

1. Screens on windows

5. Adequate electrical outlets to provide for this equipment

6. A bulletin board for Association newsletters

7. Suitable tables and chairs

### Teachers will be provided with clean bathrooms completely separate from students’ bathrooms.

### A functional telephone located in the teachers’ room for incoming phone calls.

### An adequate portion of the parking lot at the school will be available for teacher parking wherever feasible.

# LEAVES WITH PAY

## Sick Leave

### Each teacher shall be granted sick leave with full pay up to fifteen (15) working days in each school year. Unused sick leave shall be accumulated from year to year, so long as the teacher remains continuously in the service of the Committee, up to, but not in excess of one hundred fifty (150) working days unless increased by special action of the Committee. Sick leave shall be used for personal illness and family (spouse, child, parent) illness requiring employee absence. Prior to October 1st of each school year, each teacher shall be given a statement showing the number of days of accumulated sick leave to his credit, as of the beginning of the school year.

### Teachers who are out ill for more than five (5) consecutive days may be requested to have a doctor’s certificate to verify the illness. The right of the employer to meet with the employees and discuss sick leave usage for reasonable cause shall not be limited by the third paragraph of the introduction to this contract.

### Any teacher who uses three or fewer sick days, excluding days donated to the Sick Leave Bank, in one school year shall receive a payment of $150.00 at the conclusion of that school year.

### Sick Leave Bank

#### At the commencement of the 1989-1990 professional work year, a fund of days shall be established to be called a Sick Leave Bank. The fund of days shall be established as follows: During the first year of the Agreement, each teacher eligible for Sick Leave as per Article 12.01(A) shall donate one (1) day to the Sick Leave Bank within fifteen (15) days of the beginning of the school year. Newly hired teachers in the District shall donate one (1) day to the Sick Leave Bank within fifteen (15) days of employment. A teacher may, at his/her own discretion, contribute up to three (3) additional days during the 1989-1990 school year and in each following year to the Sick Leave Bank. The maximum number of days accumulating in the Sick Leave Bank cannot exceed three (3) times the number of full-time teachers employed by the Regional School District. A teacher shall be eligible to apply for the use of days from the Sick Leave Bank when he/she has exhausted his accumulated and current Sick Leave days.

The day or days contributed by a teacher to the Sick Leave Bank shall not count as days absent for the purpose of 12.01(C).

#### The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members: a member of the School Committee appointed by the Chairman of the School Committee, the Superintendent or his designee, a School Building Principal appointed by the Superintendent, and three (3) members of the Association (one from each school building) appointed by the President of the Association. The term of the Sick Leave Bank Committee shall be from October 1st through September 30th each year and such members shall be designated by the parties during September each year. The duties of the Sick Leave Bank Committee shall include but not be limited to:

##### Establishing rules, regulations, and procedures to govern operation of the bank.

##### Approving or denying the application for use of Sick Leave Bank days in accordance with its established rules and regulations. The decision of the Sick Leave Bank Committee shall not be subject to the Grievance Procedure. Within ten (10) days following notification of a Sick Leave Bank Committee decision, an applicant or his representative may present an appeal in writing to the Sick Leave Bank Committee. Such appeals shall consist of a request that the Sick Leave Bank Committee review its decision and shall present the applicant’s reasons for such a review.

##### When the number of days remaining in the Sick Leave Bank is less than the days requested by an applicant, the Sick Leave Bank Committee may request the School Committee to donate additional days to the Sick Leave Bank.

#### Any unused days remaining in the Sick Leave Bank at the end of a school year shall remain in the bank and shall accumulate from year to year to the established limit identified in 12.01 (D)(1).

#### The provisions of this section shall not apply to the normal illness due to pregnancy, child-birth, or the recuperation therefrom, except when such request is accompanied by a physician’s written certification that said teacher could not perform the duties appropriate to her position.

## Bereavement Leave

### A five (5) day leave shall be allowed without loss of pay for any period or periods of consecutive days immediately before or after the day of the funeral or funerals, in the event of death in the immediate family. Immediate family is defined as spouse, child, parent, brother, sister, or any other person/relative living in the same household.

### A three (3) day leave shall be allowed without loss of pay for any period or periods of consecutive days, immediately before or after the day of the funeral or funerals, in the event of the death of a grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephewor grandchild.

### A teacher wishing to attend the funeral of an aunt or uncle shall be granted one (1) day leave with pay to take effect on the day of the funeral.

### Additional days may be granted by the Superintendent. Bereavement leave shall not accumulate from year to year. Bereavement pay shall not be in addition to vacation or holiday pay.

### If an employee is regularly scheduled to work fewer than five (5) days per week, said employee shall only be entitled to a prorated number of days of bereavement leave.

## Professional Visitation Leave

Each teacher may request one (1) visiting day with the prior approval of the Building Principal to observe educational practices in an area related to their teaching assignment with pay to be non-accumulative. Additional days may be provided at the discretion of the Superintendent.

## Professional Conference Leave

Teachers, with the Building Principal and Superintendent’s permission, may be granted leave with pay to attend conferences, meetings, or to visit other schools for professional purposes. An oral or written report, at the teacher’s discretion, may be required subsequent to the visit or conference leaves, in the above sections 12.03 and 12.04.

## Participation in Professional Meetings; Conferences; Events

Teachers may agree, at the request of the Superintendent, Assistant Superintendent, Building Principal, or Assistant Principal, to represent a school or the School District through participation in professional meetings, conferences, or events during the school year.

## Personal Leave

In addition to present or future Committee policies authorizing absences or leaves of absence, each teacher shall be entitled to three (3) days leave of absence, with pay, each year for personal, legal, business, household or family matters which require absence during school hours. Application for such leave shall be made as far in advance as practicable and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. Personal leave shall not be accumulative.

## Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, sabbatical leaves and courses for teachers may be granted by the Superintendent for approved scholarly activities and programs whether or not carried on in an academic institution according to the following conditions:

### No more than one (1) member of the teaching staff from each building will be absent on sabbatical leave at any one time.

### Application for sabbatical leave commencing in September shall be submitted in writing to the Superintendent of Schools on or before February 15 and action must be taken on all such requests no later than April 1 of the school year preceding the September for which the sabbatical leave is requested. In the event the requested leave would commence at mid-year, applications must be submitted in writing to the Superintendent on or before October 1 and action must be taken on all such requests no later than November 15 immediately prior to the effective date of the requested leave.

### Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Quaboag Regional School District. A second or third such leave shall not be authorized until a teacher shall have re-established eligibility by serving another period of seven (7) years after termination of his/her sabbatical leave.

### In the event of multiple applications, the applications will be evaluated on, but not limited to, the following factors:

#### Educational value of the proposed project to the Quaboag Regional School District.

#### Length of service in the Quaboag Regional School District.

### Each teacher on sabbatical leave shall receive from the School District fifty (50%) percent of the base salary and one hundred percent (100%) of related fringe benefits which he/she would have received if he/she had remained on active duty, provided that such pay when added to any supplementary financial consideration derived from the program shall not exceed the teacher’s full annual salary rate.

### Return from such leave and the requirements thereof, shall be as provided in Chapter 71, Section 41a of the General Laws, except in cases of death, disability, or other circumstances beyond the control of the individual which will have to be documented to the satisfaction of the Superintendent.

### Upon his/her return from sabbatical leave, a teacher shall be considered as having been actively employed in the system and all benefits to which he was entitled, including but not limited to, accumulated unused sick leave, shall be restored to him/her and he/she will be assigned to the same position which he/she held at the time said leave commenced.

### An advisory committee of three (3) members of the Quaboag Education Association, Inc. shall serve with the Superintendent to assist in the following:

#### Matters related to the decisions relative to the recommendations for the awarding of sabbatical leaves which might assist the Superintendent.

#### If necessary, revisions of the Sabbatical Leave criteria.

#### As they arise, various other Sabbatical leave problems.

## Jury Duty

A teacher will receive his regular rate of pay for any contract day served on jury duty. The teacher will furnish to the school administration information with respect to contract days or portions of contract days for which the teacher served on jury duty and will remit to the Quaboag Regional School District the total amount of reimbursement which is received from the Commonwealth after the third day of jury duty in accordance with state statute. As state statute provides that an individual may be eligible for one postponement as a matter of right for a period of not more than one year, and as it is in the best interest of the students enrolled in the Quaboag Regional School District to have their assigned teacher in the classroom, the Superintendent with notice to the teacher’s immediate supervisor and Building Principal will provide payment equal to the current substitute teacher pay rate per non-contract day for the first three (3) non-contract days a teacher serves on jury duty.

## A unit member will receive his/her regular rate of pay for any contract day during which s/he is subpoenaed for a school-related issue (e.g., BSEA hearing). School-related issues shall not include any matter pertaining to relations between the District and the Association (e.g., attendance at arbitration or similar hearings, participation in negotiations, participation in Association trainings.) A copy of the subpoena must be submitted to the Administration.

**LEAVES WITHOUT PAY**

## Leaves of Absence Benefits and Obligations

Leaves of absence without pay may be granted by the Superintendent, with notice to the teacher’s immediate supervisor and building principal, for not more than one (1) school year. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. A teacher who has been granted a leave of absence by the Superintendent must notify the Superintendent, in writing, of his/her intention to return, prior to April 1 of the school year for which he/she has received the leave of absence. Failure to inform the Superintendent of intent to return by April 1 shall be construed as intention not to return and will void the provisions of this policy. The teacher will receive at most one full year’s credit on the salary schedule if the teacher teaches one half (1/2) year or more during the school year that a leave is taken.

## Maternity Leave

### In accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts, a female teacher is entitled to a maternity leave for at least eight (8) weeks.

### A teacher who becomes pregnant may continue to teach until the teacher requests relief from her teaching duties based upon the written recommendation of the teacher’s attending physician.

### A leave request should be processed through the office of the Superintendent at least two (2) weeks prior to the anticipated date of departure.

### The teacher may return to her teaching duties upon presentation of a letter from the attending physician indicating that the teacher is capable of resuming her teaching duties.

### The teacher will receive at most one (1) full year’s credit on the salary schedule if the teacher teaches one half (1/2) year or more during the school year that a maternity leave is taken.

## Child Rearing Leave

### A teacher may apply to the Superintendent for a leave of absence without pay for child rearing purposes.

### Requests for a leave of absence without pay for child rearing purposes must be submitted to the Superintendent one (1) month prior to the anticipated date of departure.

### A teacher may return earlier from said leave with the approval of the Superintendent.

### The teacher will receive at most one (1) full year’s credit on the salary schedule if the teacher teaches one half (1/2) year or more during the year that the leave of absence without pay for child rearing purposes is taken.

### Employees who adopt a child shall be entitled to take extended child care leave immediately after they receive the child provided that at least two (2) weeks written notice of intent to adopt has been given.

## Domestic Violence Leave

The District shall provide domestic violence leave in accordance with the Domestic Violence Leave Act.

## Military Leave

Military leave will be given in accordance with state and federal law.

## Leave Extensions

All requests for extensions or renewals of leaves other than sick leave, will be applied for in writing and, if approved, granted in writing.

## Family and Medical Leave Act

The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the District’s FMLA Policy. (See attached FMLA Policy).

## Small Necessities Leave Act

The District shall provide Small Necessities Leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the District’s SNLA Policy. (See attached SNLA Policy).

# RETIREMENT BENEFITS

## The following applies to employees hired prior to July 1, 2011:

## Upon retirement on or after age 50 (but not resignation) and after fifteen (15) years of service to the District, a teacher will be paid for all accumulated unused sick days up to forty-five (45) days. In addition, two (2) days shall be added for each additional year of service.

The following applies to employees hired on or after July 1, 2011:

Upon retirement on or after age 50 (but not resignation) and after fifteen (15) years of service to the District, a teacher will be paid for all accumulated unused sick days up to forty-five (45) days. In addition, one (1) day shall be added for each additional year of service.

Effective September 1, 2006, an employee must provide written notice of his/her intent to retire to the Superintendent of Schools not later than the January 1 preceding the fiscal year in which the retirement benefit is to be paid. Notice provided after January 1 shall be paid in the following fiscal year. When there are unusual or extenuating circumstances, the Superintendent may waive the January 1 deadline.

## Any sums payable under this section will be paid in a lump sum in July of the fiscal year following retirement, unless the retiree requests in writing that the lump sum be paid in the month of January after the July in which they could have received it.

## Death Benefits

Any retirement compensations (Article 13.01) due to a teacher who has given necessary retirement notice and who has been employed in the system for fifteen (15) years, but who dies prior to retirement, shall be paid to the estate of said teacher. Payment shall be made within ninety (90) days of the final paycheck.

# PROTECTION

## Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing.

## When a teacher is absent from school as a result of personal injury caused by accident or on an assault occurring in the course of his/her employment, he/she will be paid full salary (less the amount of any Workmen’s Compensation payment made for temporary total disability due to said injury) and no part of which shall be discharged to accumulated sick leave for one (1) year. After one (1) year the teacher can use his/her own sick leave.

# INSURANCE AND ANNUITY PLAN

## The parties acknowledge that the provision of health coverage benefits is at all times subject to the provisions of Massachusetts General Laws Chapter 32B.

## The District shall contribute ninety-nine percent (99%) of a $4,000 term life insurance plan.

## The District shall contribute seventy-five percent (75%) of the cost for dental coverage premiums with the employee contributing the remaining twenty-five percent (25%).

## The District will contribute seventy-five percent (75%) toward HMO premiums with the employee contributing the remaining twenty-five percent (25%). The plan(s) offered will provide coverage in areas that reflect the geographic mix of the employees.

## Teachers will be eligible to participate in a 403B Annuity Plan established pursuant to United States Public Law No. 87-370.

## The District shall have the right to change health care insurers, providers, plans, co-payments, benefits, physicians and/or hospital providers subject to bargaining with the Association over such benefits for employees.

## Office visit co-pays are $20, ER co-pays are $100, and Mail Order Prescriptions are $15/$25/$50

# TEXTBOOKS

## The Committee will provide enough books so that each pupil in the classroom has his/her own textbook.

## The Committee solicits from the teachers, acting through the Principals and the Superintendent or his designee, recommendations for selection, changes, revision, and purchases of new textbooks.

## In line with the above procedure, old texts shall be evaluated as obsolete and after being so marked, be disposed of.

# PROFESSIONAL RESPONSIBILITIES

## Teachers will report to work in neat and professional attire.

# GENERAL

## There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association.

## Cost of printing this Agreement shall be borne equally by the District and the Association, and a copy given to each teacher.

## If any provision of this Agreement or any applications of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## This Agreement constitutes Committee policy for the terms of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

## During the term of this contract, the Association shall not cause or sponsor, and no teacher shall cause or participate in any strike or work stoppage as defined in Chapter 150E, Section 9A(a) as follows. “No public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown or withholding of services by such employees.” If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable in any way therefore.

## When new teachers are hired, the President of the Association or his/her designee will be notified within ten (10) days of the date when an agreement to accept employment in the Regional School District has been returned to the District by the candidate.

## The Quaboag Education Association, Inc. will have the right to use school district facilities for reasonable purposes, on reasonable notice, at reasonable times, with any costs consistent with the building use policy of the District.

## No smoking will be allowed in any of the school buildings or on any property owned, leased, or occupied by the Quaboag Regional School District.

18.09 Children of Educators that do not Reside in the Quaboag Regional District

 (A) The Quaboag Regional School Committee agrees to waive tuition for each child (natural, adopted, step, foster children, or any child that the faculty member is the legal guardian of) residing in the household of a non-resident teacher.

(B) The waiver of tuition is not to exceed the average per pupil cost per year in the school system.

 (C) Prior to seeking initial admission of a non-resident child/children, and annually thereafter, each non-resident teacher shall apply for all available school choice vacancies, in the Quaboag Regional School District.

 (D) For the purpose of this Article, non-resident teacher shall include all teachers residing in the Commonwealth of Massachusetts who do not reside within the Quaboag Regional School District.

(E) This Article shall remain in full force and effect for as long as this Article is determined to be consistent with the Laws of the Commonwealth of Massachusetts.

# MENTOR TEACHING

## Mentors shall be selected from among all qualified applicants by the Superintendent after consultation with the Mentor Coordinator and building principals.

## Mentor teachers shall be required to meet with the teachers they are mentoring for one (1) day prior to the beginning of the school year.

## No mentor shall be responsible for more than two (2) first year teachers nor three (3) total in a year.

## Mentor teachers shall not evaluate the teachers assigned to them.

## Mentors shall meet outside the school day or during released time set aside explicitly for mentoring meetings with each protégée as follows:

* + 1. First year teacher: a minimum of fifty (50) hours for the school year.
		2. Second year teacher in the District: a minimum of twenty-five (25) hours for the school year.
		3. Third year teacher in the District: a minimum of twenty (20) hours for the school year.
		4. There will be monthly meetings of all the mentors and protégées in the district. Meetings shall be at least forty-five (45) minutes in length and shall include such topics as lesson planning, classroom management, assessment and test preparation, and the like.
		5. Mentors shall be provided with sufficient time during the school day to observe their protégées once per year.

## The Mentor Coordinator shall be selected among qualified applicants by the Superintendent.

## The Mentor Coordinator is responsible for the following:

* + - Coordinating with the Superintendent as to the placement of mentors
		- Organizing the New Teacher Day at the beginning of the school year
		- Compile handbooks for the mentors and the protégées
		- Coordinate and provide training to mentors
		- Plan and run monthly meetings
		- Organize peer observations of protégées by mentors
		- Send out periodic reminders about meetings and responsibilities
		- Collect log kept by mentors of time they have spent meeting with protégée

## A mentor shall receive a stipend of $1500 for first year teachers, $750 for second year teachers, and $600 for third year teachers.

## The Mentor Coordinator shall receive a stipend of $2500.

## All first year teachers must participate in the mentoring program. Second and third year teachers will continue in the mentoring program as required by the Massachusetts Department of Education.

# DUES CHECK-OFF

## The District shall deduct regular Association dues in the amount authorized by the employee, from the employee’s regular paycheck for each month. The amounts deducted shall be sent to the Association office with a roster. The deduction of dues shall be in accordance with approved District procedures. Other than through payroll deductions, the District shall have no obligation to seek the payment of dues by Association members.

## The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association.

# NON-DISCRIMINATION

## The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, gender identity, pregnancy and pregnancy related condition, race, color, religion, handicap, national origin, military status as defined by G. L. c. 151B, genetic information or any other legally protected classification.

## If the District accommodates an employee in accordance with the Americans With Disabilities Act (“ADA”) or Massachusetts General Laws Chapter 151B, the accommodation shall not be the subject of a grievance or arbitration.

# STABILITY OF AGREEMENT

## No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

## The failure of the District or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such terms or conditions, and the obligations of the District and the Association to such future performance will continue in full force and effect.

# WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

# DURATION

## This contract shall continue in effect to and including August 31, 2023 and shall thereafter automatically renew itself for successive terms of one (1) year unless by October 1 next prior to the expiration of the contract involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract provided further that this contract may be reopened by either party upon given written notification to the other party prior to October 1, 2022.

## During the bargaining in any such re-opening, the Association and the Committee: (a) shall make proposals and counter-proposals; (b) upon the request of either, shall furnish to the other information peculiarly within its possession, relevant to the bargaining, and not privileged under law; and (c) may utilize the services of any representatives whether professional or lay, and any consultant or consultants to assist in the bargaining.

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

## QUABOAG EDUCATION ASSOCIATION QUABOAG REGIONAL SCHOOL COMMITTEE

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Kimberly Chaffee Robert Souza, Jr.

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Jessica Harder Clifford Fountain

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Charlene Vallee Dr. James Wilson III

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A Contract

by the

Quaboag Regional School Committee

and the

Quaboag Education Association, Inc.

for the

School Nurses

Effective September 1, 2020 through

August 31, 2023

An Addendum to the

CONTRACT

between the

Quaboag Regional School Committee

and the

Quaboag Education Association, Inc.

Effective September 1, 2020 through

August 31, 2023

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INTRODUCTION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made the first day of September 2017, by the Quaboag Regional School District Committee (hereinafter sometimes referred to as the Committee) and the Quaboag Education Association, Inc. (hereinafter sometimes referred to as the Association).

This contract covers wages, hours, and other conditions of employment and it is agreed that no changes shall be made without prior negotiation with the Association.

MANAGEMENT RIGHTS

(Refer to page 1 of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE IRECOGNITION

(Refer to Article 1, Recognition, page 1, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE II

# GRIEVANCE PROCEDURES

## 2.01 Definitions

A grievance is defined to mean a dispute involving the meaning, interpretation, or application of any provisions of this contract.

A “day” is defined to mean a school day when school is in session. During the summer vacation and during other vacations a day is defined to mean a calendar day.

## 2.02 - 2.11

(Refer to Articles 2.02 through 2.11, pages 2 - 4, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE IIISALARY SCHEDULES

The general purposes of the following salary schedules are (1) to attract and hold well qualified school nurses, (2) to promote stability, harmony, and high morale among the school nurses, and (3) to offer incentive for continuous professional growth for school nurses.

## 3.01 Nurses shall be placed on the proper step of the salary schedule at the time of their employment and paid in full the amount designated for the particular step based on experience as school nurse and academic achievement.

## 3.02 School nurses will be compensated for days worked in excess of the work year defined in Article 4.01. This compensation shall be computed by taking 1/181 of their total pay for the previous school year on a per diem basis. Total pay does not include extra-curricular duties. The work year may be extended up to 12 day/78 hours with the approval of the Building Principal.

## 3.03 Longevity Pay

A school nurse will receive amounts according to the table below during each continuing year of service to be added to his basic salary. The amounts listed below are not subject to general percentage increases granted by the Committee.

Years Completed in the Quaboag Regional School District

 14-18 years $700 (Stipend for longevity begins

 19-23 years $900 in September of the fifteenth

 24 and beyond $1,100 year in service)

The exception to the above years in service schedule applies to school nurses from Warren and West Brookfield who are now with the Quaboag Regional School System. Their time in service to Warren or West Brookfield is to be counted as time in the Quaboag Regional School System for the above article.

## 3.04 School nurses shall receive a lump sum payment equal to the cost of three graduate credits at a member of the Massachusetts State College and University system after successful completion of a course. Said course must be approved in advance by the Superintendent. If the approved course is filled, an alternative must be approved within fifteen (15) days after registration for such course. It is the intent of the Committee and the Association that the above amount be adjusted on July 1st of each year, said change to be effective for the following fiscal year.

Payment for courses shall not exceed two (2) courses per semester when school is in session or more than three (3) courses during the contract year.

##

## 3.05 Members of the professional nursing unit will be reimbursed for required C.E.U.s upon prior approval of the Superintendent. Total reimbursement of graduate courses and C.E.U.s will not exceed the cost of three courses in a contract year.

## 3.06 (Refer to Article 3.09, page 7, of the contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 3.07 (Refer to Article 3.10, page 8 of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 3.08 Advance payments for registration, hotel accommodations, travel, etc., for school nurses on official business may be made with prior approval of the Committee provided that the school nurse submit a complete statement and voucher covering such expenses immediately upon return to duty. A school nurse will be responsible for reimbursement to the Committee of any advance payments that he fails to use.

## 3.09 School nurses may apply and will be considered for appointment to extra-curricular positions for which they are qualified.

## 3.10 Pay for Chapter 766 Meetings

School nurses who participate in “Team Evaluation Meetings” in accordance with Chapter 766 of the General Laws, when those evaluations take place outside regular school hours, where this is defined as one hour and thirty minutes after the last class of the school day, evenings and week-ends: shall be paid at the rate of Twenty Dollars ($20.00) per hour to be paid for the actual duration of such meetings. Travel pay, as per Article 3.07, shall be also paid for school nurses participating in these meetings and the special education administrator shall be responsible for the accurate completion of said forms.

3.11 Paychecks:

Beginning with the 2013-2014 school year, teachers who have their entire paychecks direct deposited will have their pay stub emailed to an email address of the teacher’s choice. Hard copies of the paystub are available upon request

##

## 3.12 Basic Salary Schedule

|  |  |  |
| --- | --- | --- |
|  | 2020-2021 | .5% increase + $1,000 Step 15 |
|  |  |  |  |
|  | RN | BA | MA |
| 1 | $33,084.00  | $42,870.00  | $45,266.00  |
| 2 | $35,728.00  | $43,862.00  | $46,501.00  |
| 3 | $38,591.00  | $45,665.00  | $48,295.00  |
| 4 | $40,312.00  | $48,571.00  | $51,202.00  |
| 5 | $42,029.00  | $50,372.00  | $52,998.00  |
| 6 | $43,751.00  | $52,174.00  | $54,802.00  |
| 7 | $45,471.00  | $53,974.00  | $56,605.00  |
| 8 | $47,191.00  | $55,768.00  | $58,405.00  |
| 9 | $48,912.00  | $57,572.00  | $60,197.00  |
| 10 | $50,635.00  | $59,371.00  | $62,005.00  |
| 11 | $52,355.00  | $61,169.00  | $63,803.00  |
| 12 | $54,078.00  | $63,222.00  | $65,605.00  |
| 13 | $54,078.00  | $63,222.00  | $67,404.00  |
| 14 | $54,078.00  | $63,222.00  | $69,202.00  |
| 15 | $56,585.00  | $65,729.00  | $72,276.00  |
|  |  |  |  |
|  |  |  |  |
|  | 2021-2022 |  | 1.5% increase |
|  |  |  |  |
|  | RN | BA | MA |
| 1 | $33,580.00  | $43,513.00  | $45,945.00  |
| 2 | $36,264.00  | $44,520.00  | $47,199.00  |
| 3 | $39,170.00  | $46,350.00  | $49,019.00  |
| 4 | $40,917.00  | $49,300.00  | $51,970.00  |
| 5 | $42,659.00  | $51,128.00  | $53,793.00  |
| 6 | $44,407.00  | $52,957.00  | $55,624.00  |
| 7 | $46,153.00  | $54,784.00  | $57,454.00  |
| 8 | $47,899.00  | $56,605.00  | $59,281.00  |
| 9 | $49,646.00  | $58,436.00  | $61,100.00  |
| 10 | $51,395.00  | $60,262.00  | $62,935.00  |
| 11 | $53,140.00  | $62,087.00  | $64,760.00  |
| 12 | $54,889.00  | $64,170.00  | $66,589.00  |
| 13 | $54,889.00  | $64,170.00  | $68,415.00  |
| 14 | $54,889.00  | $64,170.00  | $70,240.00  |
| 15 | $57,434.00  | $66,715.00  | $73,360.00  |
|  |  |  |  |
|  |  |  |  |
|  | 2022-2023 |  | 2.5% increase |
|  |  |  |  |
|  | RN | BA | MA |
| 1 | $34,420.00  | $44,601.00  | $47,094.00  |
| 2 | $37,171.00  | $45,633.00  | $48,379.00  |
| 3 | $40,149.00  | $47,509.00  | $50,244.00  |
| 4 | $41,940.00  | $50,533.00  | $53,269.00  |
| 5 | $43,725.00  | $52,406.00  | $55,138.00  |
| 6 | $45,517.00  | $54,281.00  | $57,015.00  |
| 7 | $47,307.00  | $56,154.00  | $58,890.00  |
| 8 | $49,096.00  | $58,020.00  | $60,763.00  |
| 9 | $50,887.00  | $59,897.00  | $62,628.00  |
| 10 | $52,680.00  | $61,769.00  | $64,508.00  |
| 11 | $54,469.00  | $63,639.00  | $66,379.00  |
| 12 | $56,261.00  | $65,774.00  | $68,254.00  |
| 13 | $56,261.00  | $65,774.00  | $70,125.00  |
| 14 | $56,261.00  | $65,774.00  | $71,996.00  |
| 15 | $58,870.00  | $68,383.00  | $75,194.00  |

# ARTICLE IVSCHOOL NURSE HOURS AND NURSING LOAD

The Committee and the Association recognize and agree that the nurses’ professional responsibility to their students and the profession entails the performance of duties and the expenditure of time well beyond the normal working day, but that the nurses are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained throughout the school system.

Therefore, without prejudice to voluntary professional service above and beyond requirements as aftersaid, the following schedules shall be adopted.

## 4.01 Beginning with the 1997-1998 school calendar, the work year for nurses may start as early as the Tuesday prior to Labor Day, and Wednesday, Thursday, and Friday of that week will also be included in the required 181 days of the school year. Notwithstanding Section 3.02, new nurses will not receive pay for their orientation.

The Superintendent will submit a proposed school calendar for the following school year to the QEA for their review and comment by February 1st. At a March meeting of the School Committee, a calendar will be adopted for the next school year. Once adopted by the Committee, the calendar may be amended for educational considerations, except the dates established for vacation periods in February and April, unless by mutual agreement of the Committee and the Association.

The following shall pertain to nursing assignments at Quaboag Regional Middle High School.

## 4.02 The work day for full time nurses shall begin fifteen (15) minutes prior to the beginning of the school day and end thirty (30) minutes after pupil dismissal.

## 4.03 One (1) day a week (Friday) and on days prior to a holiday, the end of the work day shall coincide with student dismissal.

## 4.04 (A) The full time school nurse may be required to remain after the end of his regular work day without additional compensation for up to one and one‑half hours one day each week for one of the following reasons\*:

 (1) Meetings authorized or called by the Superintendent or Principal.

 (2) Curricular Meetings

 \* Meetings take precedence in the order in which they appear.

(B) The school nurse may be required to attend two (2) evening meetings each year. When an evening meeting is scheduled, the full time school nurse’s dismissal will coincide with student dismissal with the follow exception:

In the event that an early release day authorized by the Committee coincides with a scheduled evening meeting, the full time school nurse may be required to remain after students are dismissed until the normal student dismissal time.

(C) The school nurses will remain for a period of one and one-half (1½) hours at the end of their workday for a maximum of three (3) days at the request of the Principal to meet with the visiting committee evaluating QRMHS on behalf of the New England Association of Schools and Colleges.

(D) A school nurse’s schedule may be adjusted as needed with advance notice by the Building Principal and notification to the Superintendent.

The following shall pertain to nursing assignments at the Elementary Schools in the Quaboag Regional School District:

## 4.05 (Refer to Article 4.10, page 16, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association effective September 1, 2020 through August 31, 2023)

## 4.06 School nurses will not be required to attend more than two (2) evening functions per year. Such meetings shall not exceed two (2) hours in length.

## 4.07 (A) School nurses will not be required to attend more than a total of three meetings per month. Said meetings shall not exceed a time greater than one (1) hours, said time to be in conjunction with and not in addition to the fifteen (15) minute requirement. Meetings shall not be held on the last day of the nursing week or on the day preceding a school holiday, and shall be announced at least two days in advance. This does not preclude short meetings held within the first fifteen minutes after student dismissal.\*

 (1) Meetings authorized or called by the Superintendent or Principal

 (2) Curriculum meetings

\* Meetings take precedence in the order in which they appear.

(B) A school nurse’s schedule may be adjusted as needed with advance notice by the Building Principal and notification of the Superintendent.

Sections 4.08, 4.09, 4.10 and 4.11 shall pertain to the Middle High School and the Elementary Schools in the Quaboag Regional School District.

## 4.08 All school nurses will have a thirty (30) minute duty free lunch period.

## 4.09 No school nurse shall be required to perform duties regularly assigned to custodians nor be assigned regular teaching duties.

## 4.10 In-Service Education/Conference Times

(Refer to Article 4.18, page 17, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association effective September 1, 2020 through August 31, 2023)

In-service training programs shall be conducted regularly on a released time basis within the school day with the approval of the School Committee, and will not normally exceed one and one-half (1½) hours beyond the regularly scheduled closing time of the school day, unless such day is a Friday, in which case the end of the program will coincide with the end of the students’ day at Quaboag Regional Middle/High School. Consideration will be given to school nurse proposals.

## 4.11 Professional Regular Part-Time Employees Pay

Regular part-time professional employees (Section 1.01) shall be defined as those who do not comply with Sections 4.02 and 4.05 as the length of their work day or work week. Salary adjustments shall be made by pro-rating the salary of the full time employee with the equivalent experience and degree status from the basic salary schedule to the proportion of a full-time position actually performed by a regular part-time professional employee. Only Sections 3.05 and 8.01 will be pro-rated.

# ARTICLE VNON-NURSING DUTIES

The Committee and the Association acknowledge that a nurse’s primary responsibility is to nurse and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

## 5.01 Nurses will not be required, except in emergency situations, to perform non-health related duties i.e., supervisory duties such as study halls, detention halls, monitoring of the cafeteria, bus duty, playground duty, the monitoring of walk home lines, or clerical duties generally performed by the guidance office or regular secretarial staff. Any health related activities currently performed by the nurses will not be affected by the above language.

## 5.02 School nurses will not be required to drive pupils to or away from the school.

# ARTICLE VISCHOOL NURSE EVALUATION

## 6.01 All evaluation of the work performance of a school nurse will be conducted by the Principal openly and with knowledge of the school nurse. School nurses will be given a copy of any evaluation report and the evaluator will discuss such report with the school nurse within the next ten (10) school days following such evaluation, except in the case of the evaluator’s or the school nurse’s illness, but in every case, before such evaluation is presented to the attention of the Committee.

## 6.02 (Refer to Article 10.02, page 23, of the Contract between the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 6.03 (Refer to Article 10.03, page 23, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 6.04 (Refer to Article 10.04, page 23, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 6.05 (Refer to Article 10.05, page 23, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 6.06 (Refer to Article 10.06, page 23, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE VIINURSES’ FACILITIES

## 7.01 The Quaboag Regional School District will provide the following:

### Space to store information and supplies

### Adequate equipment and supplies

### A locking desk, files, medicine cabinet, refrigerator, sink, lavatory, chairs, cots, tables, and screening equipment

### Communication system to access main office and an outside telephone line.

# ARTICLE VIIILEAVES WITH PAY

## 8.01 Sick Leave

### (A) Each school nurse shall be granted sick leave with full pay up to fifteen (15) working days in each school year. Unused sick leave shall be accumulated from year to year, so long as the school nurse remains continuously in the service of the Committee, up to, but not in excess of one hundred fifty (150) working days unless increased by special action of the Committee. Sick Leave shall be used for personal illness and family (parent, spouse, child, or persons living in the same household) illness requiring employee absence. Prior to October 1 of each school year, each school nurse shall be given a statement showing the number of days of accumulated sick leave to his credit, as of the beginning of the school year.

### (B) School nurses who are out ill for more than five (5) consecutive school days may be requested to have a doctor’s certificate to verify the illness.

### (C) Refer to Article 12.01 (C), page 25, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (D) Sick Leave Bank

 (1) At the commencement of the 1989-1990 professional work year, a fund of days shall be established to be called a Sick Leave Bank. The fund of days shall be established as follows: During the first year of the Agreement, each school nurse eligible for Sick Leave as per Article 8.01(A) shall donate one (1) day to the Sick Leave Bank within fifteen (15) days of the beginning of the school year. Newly hired school nurses in the District shall donate one (1) day to the Sick Leave Bank within fifteen days of employment. A school nurse may, at his own discretion, contribute up to three (3) additional days during the 1989-1990 school year and in each following year to the Sick Leave Bank. The maximum number of days accumulating in the Sick Leave Bank cannot exceed three (3) times the number of full-time teachers employed by the Quaboag Regional School District. A school nurse shall be eligible to apply for the use of days from the Sick Leave Bank when he has exhausted his accumulated current Sick Leave days.

 The day or days contributed by a school nurse to the Sick Leave Bank shall not count as days absent for the purpose 8.01 (C).

 (2) (Refer to Article 12.01 (D)(2), page 25, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

 (3) Any unused days remaining in the Sick Leave Bank at the end of a school year shall remain in the bank and shall accumulate from year to year to the established limit identified in 8.01 (D)(1).

 (4) (Refer to Article 12.01 (D)(4), page 25, of the contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.02 Bereavement Leave

### (A) (Refer to Article 12.02 (A), page 26, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (B) (Refer to Article 12.02 (B), page 26, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (C) (Refer to Article 12.02 (C), page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (D) (Refer to Article 12.02 (D), page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (Refer to Article 12.02 (E), page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.03 Professional Visitation Leave

(Refer to Article 12.03, page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.04 Professional Conference Leave

(Refer to Article 12.04, page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.05 Participation in Professional Meetings; Conferences; Events

(Refer to Article 12.05, page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.06 Personal Leave

(Refer to Article 12.06, page 27, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.07 Jury Duty

(Refer to Article 12.08, page 29, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.08 Subpoena

(Refer to Article 12.09, page 29, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

**LEAVES WITHOUT PAY**

## 8.09 Leaves of absence without pay may be granted by the Committee for not more than one (1) school year. All benefits to which a school nurse was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A school nurse who has been granted a leave of absence by the Committee must notify the Committee, in writing, of his intention to return, prior to April 1 of the school year for which he has received the leave of absence. Failure to inform the Committee of intent to return by April 1 shall be construed as intention not to return and will void the provisions of this policy. The school nurse will receive at most one full year’s credit on the salary schedule if the school nurse works one half (½) year or more during the school year that a leave is taken.

## 8.10 Maternity Leave

### (A) (Refer to Article 12.11 (A), page 30, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (B) (Refer to Article 12.11 (B), page 30, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (C) (Refer to Article 12.11 (C), page 30, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

### (D) The school nurse may return to her nursing duties upon presentation of a letter from the attending physician indicating that the school nurse is capable of resuming her duties.

### (E) The school nurse will receive at most one full year’s credit on the salary schedule if the school nurse works one half (½) year or more during the school year that a maternity leave is taken.

## 8.11 Child Rearing Leave

(Refer to Article 12.12, page 30, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.12 Military Leave

(Refer to Article 12.13, page 30, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.13 Leave Extensions

(Refer to Article 12.14, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.14 Family and Medical Leave Act

(Refer to Article 12.15, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 8.15 Small Necessities Leave Act

(Refer to Article 12.16, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE IXRETIREMENT BENEFITS

## 9.01 (Refer to Article 13.01, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 9.02 (Refer to Article 13.02, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 9.03 (Refer to Article 13.03, page 31, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

# ARTICLE XPROTECTION

## 10.01 (Refer to Article 14.01, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023)

## 10.02 When the school nurse is absent from school as a result of personal injury caused by accident or an assault occurring in the course of his employment, he will be paid full salary (less the amount of any Workers’ Compensation payment made for temporary total disability due to said injury) and no part of which shall be discharged to accumulated sick leave.

# ARTICLE XIINSURANCE AND ANNUITY PLAN

## 11.01 The parties acknowledge that the provision of health coverage benefits is at all times subject to the provisions of Massachusetts General Laws Chapter 32B.

## 11.02 (Refer to Article 15.02, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

Changes in health coverage for teachers shall result in the same changes for nurses.

## 11.03 (Refer to Article 15.03, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 11.04 (Refer to Article 15.04, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 11.05 (Refer to Article 15.05, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 11.06 (Refer to Article 15.06, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 11.07 (Refer to Article 15.07, page 32, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

11.08 (Refer to Article 15.08, page 33, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XIIGENERAL

## 12.01 (Refer to Article 18.01, page 33, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.02 Cost of printing this agreement shall be borne equally by the District and the Association, and a copy given to each school nurse.

## 12.03 (Refer to Article 18.03, page 33, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.04 (Refer to Article 18.04, page 33, of the contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.05 (Refer to Article 18.05, page 34, of the contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.06 Refer to Article 18.06, page 34, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.07 (Refer to Article 18.07, page 34, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 12.08 (Refer to Article 18.08 page 34, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XIIIDUES CHECK-OFF

## 13.01 (Refer to Article 20.01, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 13.02 (Refer to Article 20.02, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XIVNON-DISCRIMINATION

## 14.01 (Refer to Article 21.01, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 14.02 (Refer to Article 21.02, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XVSTABILITY OF AGREEMENT

## 15.01 (Refer to Article 22.01, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 15.02 (Refer to Article 22.02, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XVIWAIVER

(Refer to Article XXIII, page 36, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

# ARTICLE XVIIDURATION

## 17.01 (Refer to Article 24.01, page 37, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

## 17.02 (Refer to Article 24.02, page 37, of the Contract between the Quaboag Regional School Committee and the Quaboag Education Association, Inc., effective September 1, 2020 through August 31, 2023).

Direct Fax (508) 207-9345

mlterry@modl.com

September 1, 2006

Mr. Edwin Kimball

Massachusetts Teachers Association

48 Sword Street

Auburn, MA 01501

 Re: Quaboag Regional School District and Quaboag Education Association

 Side Letter of Agreement regarding Health Coverage for Retirees and Surviving Spouses of Retirees­­

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Dear Ed:

This side letter of agreement confirms the parties understanding regarding

the provision of health coverage to retired employees of the Quaboag Regional School District or the surviving spouse of a retired employee of the District.

 Pursuant to Massachusetts General Laws Chapter 32B, Sections 9A and 9D, the District shall contribute fifty percent (50%) toward the premium of an indemnity plan offered by the District for retired employees who have provided fifteen (15) years of service to the District or to such a retired employee’s surviving spouse. HMO plans will be provided for retirees after fifteen (15) years of service, until Medicare eligible. The Committee will pay fifty percent (50%) of the premium of the individual HMO Plans, available to employees of the District. Retirees will have the option to apply the dollar amount of the plan to any plan, single or family, offered by the Committee, or a voucher will be provided to allow the retiree to purchase health insurance coverage with the dollar amount being paid directly to the health insurance provider. The spouse of such a retiree or the surviving spouse of such a retiree shall be eligible for a benefit as that provided for the retiree by this paragraph until said spouse is Medicare eligible.

 In addition, for “retired married couples” (i.e., two retired bargaining unit employees who are married to each other) who have, prior to September 1, 2006, had the full amount of their health coverage premiums paid for by the District, the District and the employees shall each contribute fifty percent (50%) toward the premium for such health coverage. The District shall also provide such married couples with a stipend equal to fifty percent (50%) of the premium for such health coverage provided such married couples remain married and on a family plan offered by the District. Couples who marry on or after September 1, 2006, or who become retired married couples as defined above on or after September 1, 2006, shall not be eligible for the stipend.

 The Association recognizes that the terms of this side letter are not subject to the grievance process set forth in the Collective Bargaining Agreement.

 This side letter of agreement is subject to ratification by QEA and the Quaboag Regional School Committee along with and as an integral part of the parties’ ratification of the proposed 2005 - 2006 and 2006 - 2009 Memoranda of Agreement.

 Please sign below indicating the QEA’s agreement to these terms.



cc: Clifford Lanier, QEA President

 Quaboag Regional School Committee Subcommittee on Personnel

 Carol C. Jacobs, Superintendent of Schools



 MTA Uniserv Representative





**QUABOAG REGIONAL SCHOOL DISTRICT**

**Warren - West Brookfield, Massachusetts**

**FAMILY AND MEDICAL LEAVE POLICY**

A. INTRODUCTION

 The FMLA entitles eligible employees to take up to twelve weeks of unpaid, job-protected leave each year for specified family and medical reasons.

B. EMPLOYEE ELIGIBILITY

 To be eligible for FMLA benefits with the Quaboag Regional School District (the "School District"), and employee must:

 1. Work for the School District;

 2. Have worked for the School District for a total of at least twelve months; and

 3. Have actually worked at least 1,250 hours over the previous twelve months.

C. LEAVE ENTITLEMENT

 The School District will grant an eligible employee up to a total of twelve work weeks of unpaid leave during a fiscal year for one or more of the following reasons:

 1. For the birth or placement of a child for adoption or foster care;

 2. To care for an immediate family member (spouse, child, or parent) with a serious health condition;

 3. To take medical leave when the employee is incapacitated for work because of a serious health condition.

Spouses employed by the School District are jointly entitled to a combined total of twelve work weeks of leave for birth or adoption or to care for a child with a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently.

Also, employees or the School District may choose to use accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave[[2]](#footnote-2). In no case, however, can use of paid leave be credited as FMLA leave after the leave has ended.

D. MAINTENANCE OF HEALTH BENEFITS

 The School District will maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The employee will make arrangements with the School District to pay his or her share of health insurance premiums while on leave. The School District may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

E. JOB RESTORATION

 Upon return from FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

 In addition, an employee's use of FMLA leave will not result in the loss of an employment benefit that the employee earned or was entitled to before using FMLA leave.

F. NOTICE AND CERTIFICATION

 Employees seeking to use FMLA leave are required to provide to the Superintendent of Schools or his/her designee:

 1. Thirty (30) days advanced notice of the need to take FMLA leave when the need is foreseeable, otherwise as soon as is practicable;

 2. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member in accordance with the attached form;

 3. Second or third medical opinions and periodic recertifications (at the School District's expense) if requested by the School District; and

 4. Periodic reports during FMLA leave regarding the employee's status and intent to return to work as requested by department heads.

 When leave is needed under the category of care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the School District's operation.

 Please not that the School District may designate any period of leave that qualifies as FMLA leave even if the employee does not formally request FMLA leave.

G. OTHER PROVISIONS

 The FMLA does not affect any other federal or state law that prohibits discrimination, nor supersede any state or local law that provides greater family or medical leave protection. Nor does it affect the School District's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan, where applicable.

H. SPECIAL PROVISIONS

 The FMLA has special rules that apply to instructional employees[[3]](#footnote-3). These special rules place certain restrictions on the taking of intermittent leave, leave on a reduced schedule, and leave near the end of an academic term by instructional employees.

I. DEPARTMENTAL PROCEDURES

 The School District may establish its own procedures to implement this policy, consistent with the policy.

Adopted by the Quaboag Regional School Committee on August 21, 1995

Revised by the Quaboag Regional School Committee on January 12, 2004.

**QUABOAG REGIONAL SCHOOL DISTRICT**

**Warren - West Brookfield, Massachusetts**

**SMALL NECESSITIES LEAVE ACT POLICY AND PROCEDURES**

**I. POLICY**

 A. Eligibility

 Employees that have been employed by the Quaboag Regional School District (the "School District") for at least twelve (12) months and have actually worked 1,250 hours for the School District during the previous twelve (12) month period and otherwise qualify for Family Medical Leave status are eligible for leave under the Massachusetts Small Necessities Leave Act ("SNLA").

 B. Purpose and Amount of Leave

 An eligible employee is entitled to twenty-four (24) hours of SNLA leave for any of the following purposes:

 (1) to participate in school activities directly related to the educational advancement of the eligible employee's son or daughter[[4]](#footnote-4), such as parent-teacher conferences or interviewing for a new school[[5]](#footnote-5).

 (2) to accompany the eligible employee's elderly relative[[6]](#footnote-6) to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

 C. Twelve Month Period

 The twelve (12) month period shall be consistent with that established under the School District's Family and Medical Leave Act Policy (i.e., the fiscal year).

 D. Intermittent Use of Leave

 Eligible employees may use SNLA leave in increments of time of one (1) hour or more.

 E. Use of Accrued Leave

 Eligible employees that have accrued vacation, personal or sick leave (for medical appointments only or as otherwise permitted by the School District policy or applicable collective bargaining agreement) at the time they use SNLA leave will be required to use such accrued leave during the time they are on SNLA leave.

 F. Return to Work

 An employee that receives SNLA leave will be restored to the position he or she held when the SNLA leave commenced.

**II. PROCEDURES**

 A. Notice

 Eligible employees must request SNLA leave at least seven (7) days in advance of the time for which SNLA leave is requested whenever the need for SNLA is foreseeable. If the need for SNLA leave is not foreseeable, an eligible employee must give the School District notice as soon as practical. All notices to the School District shall be made in writing unless circumstances prohibit written notice.

 B. Certification

 Each time an eligible employee takes SNLA leave, the eligible employee must complete a certification. Certification forms are available at the Office of the Superintendent and the Principal's Office(s). As required by law, the certification will be maintained in the eligible employee's personnel file for three (3) years.

Adopted by the Quaboag Regional School Committee on October 5, 2006

Quaboag Regional School District Teacher Evaluation

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**Sections:**

* + - 1. Purpose of Educator Evaluation
			2. Definitions
			3. Evidence Used in Evaluation
			4. Rubric
			5. Evaluation Cycle: Training
			6. Evaluation Cycle: Annual Orientation
			7. Evaluation Cycle: Self-Assessment
			8. Evaluation Cycle: Goal Setting and Educator Plan Development
			9. Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
			10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
			11. Observations
			12. Evaluation Cycle: Formative Assessment
			13. Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
			14. Evaluation Cycle: Summative Evaluation
			15. Educator Plans : General
			16. Educator Plans: Developing Educator Plan
			17. Educator Plans: Self-Directed Growth Plan
			18. Educator Plans: Directed Growth Plan
			19. Educator Plans: Improvement Plan
			20. Timelines
			21. Career Advancement
			22. Rating Impact on Student Learning Growth
			23. Using Student feedback in Educator Evaluation
			24. Using Staff feedback in Educator Evaluation
			25. Transition from Existing Evaluation System
			26. General Provisions
1. **Purpose of Educator Evaluation**
	1. 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.
	2. The regulatory purposes of evaluation are:
		1. 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);
		2. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
		3. 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
		4. To assure effective teaching and administrative leadership, 35.01(3).
2. **Definitions**
	1. **Artifacts of Professional Practice**: Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
	2. **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.
	3. **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.
	4. **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).
	5. **District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are **locally bargained and** comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
	6. **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
	7. **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:
		1. **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.
		2. **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.
		3. **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.
		4. **Improvement Plan** shall mean a plan developed by the Evaluator **for a time period sufficient to achieve the goals outlined in the Improvement Plan, but** at least 30 **school** days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
	8. **ESE:** The Massachusetts Department of Elementary and Secondary Education.
	9. **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”).
	10. **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.
		1. **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
		2. **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
		3. **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
		4. **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.
	11. **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.
	12. **Experienced Educator**: An educator with Professional Teacher Status (PTS).
	13. **Family**: Includes students’ parents, legal guardians, foster parents, or primary caregivers.
	14. **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.
	15. **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.
	16. **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
	17. **Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.
	18. **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
	19. **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
	20. **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
	21. **Parties**: The Association and the Regional School Committee are parties to this agreement.
	22. **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.
	1. **Performance Standards**: The parties agree to limit standards and indicators to those set forth in 603 CMR 35.03.
	2. **Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
	3. **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
	4. **Rating of Overall Educator Performance**: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
		1. Standard 1: Curriculum, Planning and Assessment
		2. Standard 2: Teaching All Students
		3. Standard 3: Family and Community Engagement
		4. Standard 4: Professional Culture
		5. Attainment of Professional Practice Goal(s)
		6. Attainment of Student Learning Goal(s)
	5. **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:
		1. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
		2. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
		3. Elements: Defines the individual components under each indicator
		4. Descriptors: Describes practice at four levels of performance for each element
	6. **Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
	7. **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.
	8. **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
	9. **Trends** **in student learning**: At least **three** years of data from the **locally bargained** district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.
1. **Evidence Used In Evaluation**The following categories of evidence shall be used in evaluating each Educator:
	1. Multiple measures of student learning, growth, and achievement, which shall include:
		1. 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;
		2. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
		3. 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.
		4. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district **as bargained by the parties** should be based on the Educator’s role and responsibility.
	2. Judgments based on observations and artifacts of practice including:
		1. Unannounced observations of practice of any duration.
		2. Announced ob**s**ervation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
		3. Examination of Educator work products.
		4. Examination of student work samples.
	3. Evidence relevant to one or more Performance Standards, including but not limited to:
		1. Evidence compiled and presented by the Educator, including :
			1. 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;
			2. Evidence of active outreach to and engagement with families;
		2. Evidence of progress towards professional practice goal(s);
		3. Evidence of progress toward student learning outcomes goal(s).

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

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

1. **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 parties agree that the rubrics decided by DESE will be used.

1. **Evaluation Cycle: Training**
	1. Prior to the implementation of the newevaluation process contained in this article, the district shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
	2. By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will work with the Association and the joint labor-management committee (see Section 26, D) to determine the most effective means of providing this training.
2. **Evaluation Cycle: Training**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

* + 1. Provide an overview of the evaluation process, including goal setting and the educator plans.
		2. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
		3. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

iv) The participants will evaluate the effectiveness of this process as a means of providing the joint labor-management committee with actionable feedback.

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

(1) At least one goal directly related to improving the Educator’s own professional practice.

(2) At least one goal directed related to improving student learning.

* 1. Proposing the goals
		1. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will make available assessment data analysis and school and/or district goals to educators.
		2. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
		3. 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.
		4. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
		5. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
1. **Evaluation Cycle: Goal Setting and Development of the Educator Plan**
	1. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

 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 parties agree to bargain over the impact of this regulatory requirement (see Section 22) after guidance has been issued by ESE.

* 1. Educator Plan Development Meetings shall be conducted as follows:
		1. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
		2. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
		3. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
	2. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator’s signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator’s Plan.
1. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
	1. In the first year of practice or first year assigned to a school:
		1. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
		2. The Educator shall have at least four unannounced observations during the school year.
	2. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
		1. The Educator shall have at least three unannounced observations during the school year.
2. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
	1. The Educator whose overall rating is proficient or exemplary must have at least oneunannounced observation during the evaluation cycle.
	2. 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.
	3. 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.
3. **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.

* 1. Unannounced Observations
		1. Unannounced observations may be in the form of partial or full-period classroom visitations. Instructional rounds or any other method in which teacher are part of the process and accompanied by an evaluator will not count for an evaluation. Unaccompanied evaluator walkthroughs are acceptable for evaluation.
		2. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator’s mailbox or mailed to the Educator’s home.
		3. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days
	2. Announced Observations
		1. All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
			1. 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.
			2. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

* + - 1. Within 10 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.
			2. The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:

(1) Describe the basis for the Evaluator’s judgment.

(2) Describe actions the Educator should take to improve his/her performance.

(3) Identify support and/or resources the Educator may use in his/her improvement.

(4) State that the Educator is responsible for addressing the need for improvement.

1. **Evaluation Cycle: Formative Assessment**
	1. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
	2. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
	3. 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
	4. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator’s performances against the four Performance Standards.
	5. 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.
	6. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator’s school mailbox or home.
	7. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
	8. The Educator shall sign the Formative Assessment report by within 5 school daysof 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.
	9. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
	10. 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.
2. **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
	1. 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.
	2. 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.
	3. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.
	4. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator’s school mailbox or home.
	5. 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.
	6. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
	7. 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.
	8. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
	9. 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.
3. **Evaluation Cycle: Summative Evaluation**
	1. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
	2. 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.
	3. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
	4. 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.
	5. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
	6. 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.
	7. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.
	8. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
	9. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator’s school mailbox or home no later than May 15th.
	10. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
	11. 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.
	12. 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.
	13. 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.
	14. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
	15. A copy of the signed final Summative Evaluation report shall be filed in the Educator’s personnel file.
4. **Educator Plans – General**
	1. 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.
	2. The Educator Plan shall include, but is not limited to:
		1. At least one goal related to improvement of practice tied to one or more Performance Standards;
		2. At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
		3. 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.
	3. 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.
5. **Educator Plans: Developing Educator Plan**
	1. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
	2. The Educator shall be evaluated at least annually.
6. **Educator Plans: Self-Directed Growth Plan**
	1. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
	2. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
7. **Educator Plans: Directed Growth Plan**
	1. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
	2. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
	3. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
	4. 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.
	5. 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.
8. **Educator Plans: Improvement Plan**
	1. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
	2. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan **for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but** no fewer than 30 calendar **school** days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
	3. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
	4. 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.
	5. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
	6. The Improvement Plan process shall include:
		1. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
		2. **Upon the educator’s request a representative of the Association shall attend the meeting.**
		3. The Association will be informed that an Educator has been placed on an Improvement Plan.
	7. The Improvement Plan shall:
		1. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
		2. Describe the activities and work products the Educator must complete as a means of improving performance;
		3. Describe the assistance that the district will make available to the Educator;
		4. Articulate the measurable outcomes that will be accepted as evidence of improvement;
		5. 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);
		6. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
		7. Include the signatures of the Educator and Supervising Evaluator.
	8. 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.
	9. Decision on the Educator’s status at the conclusion of the Improvement Plan.
		1. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
			1. 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.
			2. 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.
			3. 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.
			4. If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

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

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

* 1. **Educators on Plans of Less than One Year**
		1. The timeline for educators on Plans of less than one year will be established in the Educator Plan.

**21. Career Advancement**

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

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

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

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

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

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

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

**25. Transition from Existing Evaluation System**

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

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

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

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

**26. General Provisions**

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

B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator’s supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedures. The evaluation process can result in the termination or non-renewal of an educator.

G) The parties recognize that this is a new process for everyone involved and agree to consider the recommendations of the joint labor-management committee at the end of the 2012 – 2013 school year when negotiating a subsequent agreement to this agreement.

H) During the 2012 – 2013 school year if the administration or the Association are unable to meet the dates set forth in this agreement the parties agree to negotiate alternative dates. Any changes agreed to by the parties will be incorporated into the successor agreement.

**COUGAR CREDITS**

|  |  |
| --- | --- |
|  | The **Cougar Credits** are a new and innovative way for Quaboag teachers to access professional development, earn credits towards vertical and lateral salary movement and improve teacher effectiveness using a model that encourages the building of in-house expertise on a range of topics and skills. The overall goal is to boost student performance through high quality teacher professional development. |
| **What are Cougar Credits?** | Cougar Credits are in-house credits awarded to staff by the Quaboag Regional School District for professional development activities.  |
| **Details** | * 3 Cougar Credits = 30 PDPs = 30 hours of instruction
* Instructors are awarded $900 or two times the current District course reimbursement rate for a three credit course, whichever is higher, per 30 hour course. If 2 instructors split teaching one course, stipend will be divided.
* Teachers take in-house courses for free (and fulfill district requirements for employment).
* Courses and project proposals must be reviewed by the “Cougar Credit Committee” and then approved by the Superintendent.
* Credits are awarded by the district and only apply in the Quaboag School District (to move vertically or laterally on the salary scale if eligible).
* Priority will be given to courses that focus on the school improvement needs.
* Credits/Hours can also be used for PDPs toward teacher recertification.
* Instructors must demonstrate expertise in their topic and submit an application and syllabus to the Cougar Credit Committee for review.
* Instructors may only receive Cougar Credits for teaching a class once. Subsequent teaching of the same course will result in payment only.
* Under provisions of the contract (Article 3.06, 3.07 & 3.08), teachers may receive up to 9 Cougar Credits per contract year.
* Cougar Credits can be awarded for professional development done within or outside of the district.
* District PDPs will only be awarded to work hours completed within the district.
 |

**There are three paths by which a teacher can earn Cougar Credits…..**

|  |  |  |
| --- | --- | --- |
| **1. Professional Development Project** | **2. Course Instructor** | **3. Course Participant** |
| ***This path will allow a team of teachers to develop a project.*** | ***This path will allow a teacher to create a course that will then be taught to other teachers within the district.*** | ***This path will allow a participant to learn about current best practices through taking an approved Cougar Credits course.***  |
| The project must include 30 hours.  | The course must include 30 hours.  | The participant must attend at least 25 hours of the course. |
| The team of teachers need to submit a proposal of the project to the Cougar Credit Committee for review and then to the Superintendent for approval. | The instructor must have a vision of how this will impact students.  | The participant must complete all course assignments which must include demonstrating the impact to students and a final project. |
| The project proposal must contain a vision of how the project will impact students. | The instructor will receive a stipend of $900, or two times the current District course reimbursement rate for a 3 credit course, whichever is higher, the first time the course is taught. | The participant will receive 3 Cougar Credits as well as the equivalent PDP’s.  |
| The project proposal must contain what the final project outcome will consist of. | The instructor will receive 3 Cougar Credits for the first time the course is taught and PDP’s for any additional times class is taught. |  |
| Upon completion of the project the team of teachers will briefly share their project with other faculty at a staff meeting in their building. | The instructor must have five (5) years teaching experience or professional status in the District to teach course. |  |
| All teachers on the team will receive three (3) Cougar Credits as well as the equivalent PDP’s. | The instructor must demonstrate that they have experience and knowledge to teach this course. This could be from past professional development.  |  |
|  | The instructor must submit a completed application and syllabus to the Cougar Credit Committee for review and then to the Superintendent for approval. |  |
|  | The syllabus should describe the instructional style to be employed and outline assignments that participants will need to complete. These assignments should include a way to demonstrate the impact the course will have on their students and a final project. |  |
|  | There must be a minimum of five (5) participants for a course to run. |  |
|  | The instructor will give all participants a feedback form at the end of the course to provide the instructor with feedback.  |  |

**The Cougar Credit Committee**

 The Cougar Credit Committee will consist of two representatives from each of the three schools and an administrator. The faculty members of the team will be voted on at the QEA Annual Meeting each year. The final meeting of the Cougar Credit Committee to review proposals will be held no later than one week prior to the end of the school year.

**Cougar Credits Application**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check one:

Professional Development Project

 Course Instructor

Course Participant

Name of applicant(s) for Cougar Credits Project or Course

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Project or Course

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR INSTRUCTORS ONLY: Please list relevant experience for teaching this course: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please indicate below the amount to be awarded in each category:

* PDPs \_\_\_\_\_\_\_\_\_\_\_\_\_
* Cougar Credits \_\_\_\_\_\_\_\_\_\_\_
* Stipend $\_\_\_\_\_\_\_\_\_

Proposed End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant(s) Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Reviewed by Cougar Credit Committee: Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures of Cougar Credit Committee Members:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval of Superintendent: Date (approval expires one year from this date) \_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Superintendent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*NOTE :Please include a syllabus of the course with this application if you applying as an instructor.*

*Please include a proposal of the project with this application if you are applying for a professional development project.*

**Cougar Credits Completion Form**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Course or Project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date the project or course ended: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please indicate the amount to be awarded in each category:

* PDPs \_\_\_\_\_\_\_\_\_\_\_\_\_
* Cougar Credits \_\_\_\_\_\_\_\_\_\_\_
* Stipend $\_\_\_\_\_\_\_\_\_

Applicant Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Reviewed by Cougar Credit Committee :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved by the Superintendent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cougar Credits Completion Form for Personnel File**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Individual Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Team Members (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Course or Project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date the project or course ended: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please indicate the amount to be awarded in each category:

* + - * PDPs \_\_\_\_\_\_\_\_\_\_\_\_\_
			* Cougar Credits \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
			* Stipend $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, I attest to have completed all hourly requirements for this project as presented in the cougar credit proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature Date

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Signatures of approval from Cougar Credits Committee: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Final Approval:

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Superintendent Signature Date

1. \* Size of department is determined by the number of teachers, where a teacher is one who teaches at least five (5) periods a week in the subject area, and includes the department head. [↑](#footnote-ref-1)
2. Generally, sick leave will be restricted to leave for a serious health condition. [↑](#footnote-ref-2)
3. Instructional employees are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. [↑](#footnote-ref-3)
4. A "son or daughter" is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*. Further the son or daughter must be under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. [↑](#footnote-ref-4)
5. A "school" is a public or private elementary or secondary school, a Head Start program assisted under the Head Start Act, or a licensed children's day care facility. [↑](#footnote-ref-5)
6. An "elderly relative" is an individual that is at least 60 years of age and who is related by blood or marriage. [↑](#footnote-ref-6)