

Collective Bargaining Agreement

JULY 1, 2019 – JUNE 30, 2022

BETWEEN THE

**South Middlesex Regional Vocational
Technical School District
School Committee**

AND THE

Keefe Tech Education Association

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PREAMBLE

This Agreement is made and entered into as of this__ day of June 2019 by and between the South Middlesex Regional Vocational Technical School District School Committee (hereinafter referred to as the “Committee”) acting for and on behalf of the South Middlesex Regional Vocational Technical School District (the “District”) and the Keefe Tech Education Association (hereinafter referred to as the “Association”). It supersedes all prior Collective Bargaining Agreements.

This Agreement outlines the rights and responsibilities of each party relative to the establishment and maintenance of the working conditions set forth herein. The Association acknowledges the right and responsibility of the Committee to establish policy regulating vocational technical programming and willingly accepts its responsibility in providing education of the highest possible quality for the students in the District School.

The guidelines established by this Agreement will be adhered to by both parties. The parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the school, and that this authority is granted to it under the laws of The Commonwealth of Massachusetts.

The Keefe Tech Education Association and the South Middlesex Regional Vocational Technical School District School Committee agree to adhere respectively to the principles outlined in the most current Code of Ethics published by the National Education Association and the Massachusetts Association of School Committees.

RECOGNITION

For the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment, the Committee recognizes the Massachusetts Teachers’ Association as the exclusive bargaining agent and the representative of the Association and for all employees covered under the terms of this Agreement. These employees have been defined as all full and part time classroom teachers, guidance personnel, school librarians, and school nurses (hereinafter referred to as the “Teacher” or the “Teachers” or the “Unit Member” or the “Unit Members”), but excluding substitute teachers, principals, business managers, administrators, confidential and managerial employees, and all other employees of the District. This Agreement does not cover teacher aides, associates or assistants.

ARTICLE I

NEGOTIATIONS PROCEDURE

Section A

Both the Committee and the Association agree that the contract entered into herein (and hereinafter referred to as the Agreement) covers all of the subjects intended to be discussed during the negotiations and is a complete catalog of the matters governing the relations between them. No matter affecting the wages, hours, standards of productivity and performance and other conditions of employment of any Unit Member as set forth herein shall be modified during the term of this Agreement without first notifying the Association of an intended modification and requesting that negotiations be opened on said matter. There is excepted from the provisions of this paragraph such matters which are excepted or excluded from Collective Bargaining as described in G.L. c. 32B, as amended from time to time.

Section B

The Association will have the right to negotiate with the Committee concerning the anticipated change provided it files such a request with the Committee within ten (10) days after the receipt of said notice.

Section C

Any Agreement reached by the parties as the result of Section B of this Article will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

ARTICLE II

SCOPE

Section A

This agreement has been entered into between the parties after negotiations conducted under the provisions of Chapter 150E of the General Laws of The Commonwealth of Massachusetts. Neither party to this agreement waives any rights, powers, or responsibilities granted to it under the General Laws of The Commonwealth of Massachusetts.

Section B

In the event that the terms of this Agreement are in conflict with any administrative regulations or written policy statements, then the terms of this Agreement shall prevail, unless such regulation or policy statement grants benefits greater than the terms of this Agreement, in which event, the regulation or policy statement shall prevail.

Section C

If any provision of this Agreement or the application of any provision to any Unit Member or group of Unit Members shall be declared invalid by law, such invalidity shall not affect any other provision or application of this Agreement. The parties will meet as soon thereafter as practicable for the purpose of reopening negotiations on the provision or provisions affected.

ARTICLE III RIGHTS OF THE PARTIES

Section A

There will be no reprisals of any kind taken against any Unit Member because of membership in the Association or participation in its activities.

Section B

The Committee agrees to deduct from the salaries of the Unit Members who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or retaining membership in the Association.

Said dues deductions shall be made in equal installments between the months of September and June.

Section C

All dues monies so deducted shall be forwarded to the Treasurer of the Association in such installments as shall be convenient to accommodate the obligations of the Association. The final determination for the manner in which such payments shall be made shall be decided by the Treasurer or Business Manager of the District.

Section D

The District Personnel Department will provide the names and addresses of all Unit Members to the appropriate officers of the Association, annually upon request. Such names, addresses, and current and accurate salary steps shall be provided as soon as practicable after the opening of school in each September, but no later than twenty-one (21) days after the opening of school. Thereafter, the District Personnel Department will inform the appropriate officers of the Association of the names and addresses of any new Unit Members or Unit Member(s) who leave the district after the initial list has been submitted.

Section E

There will be at least one (1) bulletin board reserved exclusively for the Association.

Section F

The Association President will be sent a copy of the official agenda prior to each Committee meeting and a copy of the minutes of such meetings shall be made available to the Association President after their approval by the Committee.

Section G

The Association shall be provided the same access to school facilities as any other organization. Policies adopted for such use by the Committee shall be followed by the Association. In the event that the Association uses any equipment at the school for Association business, the District shall be reimbursed for any costs that may be incurred as a result of such use. Representatives and agents of the Association shall have reasonable access to the school premises for the purpose of conducting Association business. Such access shall not interfere with the normal operation of school activities. The Superintendent-Director may require advance notice of any occasion when

such representatives or agents desire access to the premises if, in the Superintendent-Director's opinion, it is necessary to do so.

Section H

The Committee shall cooperate with the Association in the distribution of Association material.

Section I

It is recognized that the Committee is a public body established under, and with the power provided by, the statutes of The Commonwealth of Massachusetts. It is further acknowledged that the Committee has the final responsibility for establishing the educational policies of the South Middlesex Regional Vocational Technical High School. Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. As to every matter not expressly covered by this Agreement, and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself, all rights, powers, and responsibilities that it has or may hereafter be granted by law and may exercise same without such exercise being made the subject of a grievance arbitration proceeding.

ARTICLE IV GRIEVANCE PROCEDURE

Section A – Definition

For purposes of this Article, a “grievance” will be defined as an actual dispute between a Unit Member of the bargaining unit covered by this Agreement or the Association, arising as a result of the application or interpretation of an expressed written provision of this Agreement.

Section B – Time Limits

1. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing. In the event a grievance is reported which cannot be resolved to the satisfaction of the individual presenting said grievance using the time limits set out herein, prior to the termination of this Agreement and no succeeding Agreement has been signed by the parties hereto, then the grievance procedure shall be conducted under the terms and conditions of the procedure set forth herein as though this Agreement was still in full force and effect.
2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved party and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
4. When a grievance arises, the grievance must be filed within ten (10) school days or when school is not in session, fifteen (15) calendar days¹, from the day of the event upon which the grievance is based, or from the date when the aggrieved party had, or should have had, knowledge of the event.
5. The grievance must be in writing and must set forth in detail the basis for such grievance and the Article and Section of this Agreement upon which it is based.

Section C

Level One

An aggrieved party with a grievance shall present it to the Administrator who is responsible for the formal evaluation of said aggrieved party within the time limits specified in Section B4. Any meeting with regard to the above shall be held during non-school hours.

¹ For purposes of this Article, the calculation of calendar days is exclusive of legal holidays.

Level Two

1. In the event that the grievance shall not have been disposed of at Level One to the satisfaction of the aggrieved party or in the event that no decision has been reached within five (5) school days after presentation of the grievance to the Principal or Coordinator, the grievance shall be referred in writing to the Principal within fifteen (15) days of the disposition under Level One.
2. Within seven (7) school days after receipt of the written grievance by the Principal, the Principal shall meet with the aggrieved party in an effort to settle the grievance. The aggrieved party may be represented by an Association representative and/or MTA representative/legal counsel or anyone he/she deems advisable at such meeting. In the event the aggrieved party is represented by legal counsel, the Principal and the District reserve(s) the right to be represented by legal counsel. The aggrieved party shall notify the Principal in writing of his/her/their intention to be represented by legal counsel. This notification shall occur at the same time as the written notification to proceed to Level Two.

Level Three

In the event that the grievance shall not have been disposed of at Level Two to the satisfaction of the aggrieved party or in the event that no decision has been reached within seven (7) school days after receipt of the written grievance by the Principal, the aggrieved party shall seek the approval of the KTEA Executive Board before moving forward with a Level Three (3) grievance. The President of the Association will notify the Superintendent-Director of the Executive Board's decision. In the event the Executive Board approves moving forward with the grievance to Level Three (3), the Superintendent-Director shall meet with the aggrieved party and the Association in an effort to settle the grievance. The aggrieved party may be represented by an Association and/or MTA representative/legal counsel or by anyone he/she deems advisable at such meeting. In the event the aggrieved party is represented by legal counsel, the Superintendent-Director and the District reserve(s) the right to be represented by legal counsel. The aggrieved party shall notify the Superintendent-Director in writing at the time of the written notification of said grievance moving to Level Three (3) of their intention to be represented by legal counsel.

Level Four

The Superintendent shall have fourteen (14) school days following the Level Three Meeting with the aggrieved party and the Association to render his decision on the grievance. The decision shall be in writing. If the Association or aggrieved party notifies the Superintendent in writing that the grievance has been resolved to the reasonable satisfaction of the aggrieved party and/or the Association and withdraws the grievance in writing prior to the Level Three meeting between the Superintendent and the Association and/ or the aggrieved party or withdraws the grievance in writing prior to the expiration of fourteen (14) school days following the Level Three Meeting between the grievant and the Superintendent, then the grievance shall be deemed to be resolved.

Following the receipt of the written decision of the Superintendent on the grievance or, if no written decision on the grievance has been received by the grievant and the Association from the Superintendent in or within fourteen (14) school days following the Level Three meeting, the Association may refer the unsettled grievance to arbitration by written submission. The Association may refer the unsettled grievance to arbitration within ten (10) school days following receipt of the written decision from the Superintendent on the grievance or within ten

(10) school days following the expiration of fourteen (14) school days following the Level Three meeting, if no written decision on the grievance has been received by the grievant or the Association from the Superintendent sooner.

If school is not in session (which is defined as the period following the end of the school year and before the first school day of the next school year), the Superintendent shall have twenty-one (21) calendar days, exclusive of legal holidays, in which to render his written decision on the grievance and the Association shall have twenty (20) calendar days, following the receipt of the written decision from the Superintendent on the grievance or twenty (20) calendar days following the expiration of twenty (21) calendar days following the Level Three Meeting, if no written decision has been received by the grievant or the Association from the Superintendent on the grievance, to refer the grievance to arbitration. The grievance shall not be referred to arbitration by the Association in any event sooner than fourteen (14) school days following the Level Three meeting or if school is not in session twenty-one (21) calendar days, exclusive of legal holidays, following the Level Three Meeting, unless a written decision on the grievance has been received by the grievant and the Association sooner.

Initial notice of the Association's intent to arbitrate an unsettled grievance shall be made to the Superintendent within the timelines set forth in the prior paragraph. Thereafter, the parties shall attempt to identify a mutually agreeable arbitrator. If the parties are not able to identify a mutually agreeable arbitrator within ten (10) calendar days, the Association shall file a demand for arbitration with American Arbitration Association or the Labor Relations Connection.

The results of such arbitration shall be final and binding on both parties. Either party may, prior to the expiration of thirty (30) days from the receipt of the decision of the arbitrator, or within any applicable period as provided by law, statute, regulation, whichever period shall be longer, appeal the said decision to the appropriate court of the Commonwealth of Massachusetts.

Section D – General Provisions

1. A grievant or the Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing. A grievant or the Association agrees to notify the Committee in writing of the name and position of the selected representative. This notification shall occur at the time of the written notice establishing the grievance or written notice to proceed to each established level of the grievance procedure. The Committee reserves the right to use legal counsel at any level of the established grievance procedure. If the Committee shall elect to use legal counsel at any level of the established grievance procedure, the Committee shall notify the aggrieved teacher and/or the Association in writing not later than 4 days prior to the meeting.
2. The costs for the services of the arbitrator including the per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Association.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

4. Provided the parties agree, Level One, Level Two or Level Three of the grievance procedure may be bypassed and the grievance brought directly to Level Four after hearing at only one of the above levels.
5. No reprisals of any kind will be taken by the Committee or the Administrator against any Teacher because of participation in this grievance procedure.
6. The Administration and the Association will cooperate with each other in the investigation of any grievance and will furnish the other with such information as is requested for the processing of and the response to any grievance provided that the information required by either party shall not be prohibited from public disclosure by any applicable statute, regulation or policy prohibiting such disclosure and is otherwise relevant and reasonable necessary to the processing of the grievance consistent with Chapter 150E.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file(s) of the participant(s).
8. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Association if a request has been made therefore.
9. The parties may mutually agree to extend timelines.
10. Any materials pertaining to the grievance which have not been submitted to the other party at the Superintendent / Director hearing level, except materials of which the party was not aware and which may in that event be submitted to the other party not later than twenty (20) days prior to the arbitration hearing, may not be submitted at any higher grievance level including the arbitration level.
11. The failure of the District to respond in writing at any step of the grievance process shall be deemed a denial of the grievance.
12. The failure of a grievant or the Association to move a grievance to adhere to the time limits set forth above shall result in the waiver of the grievance absent the agreement of the parties to an extension of time.

ARTICLE V TEACHER EMPLOYMENT

Section A

Only those Teachers who have the proper licensure or eligibility for licensure and a waiver under the Rules and Regulations issued by the Department of Elementary and Secondary Education for the Commonwealth of Massachusetts shall be employed for any position in the District.

Any teacher who is new to the school system is required to participate in a school year long induction program and a minimum of 50 hours of mentored experience beyond the induction year, and as consistent with State law and DESE regulations. This mentoring program shall be coordinated by the Keefe Technical School Principal and designated members of the Keefe Technical School Administration and staff. All newly hired teachers are required to attend monthly meetings. The goals of the induction program are:

To assist all new teachers in the challenges common to the instructors new to education or new to the system by integrating them into the climate and culture of the school district and the community.

To provide interpersonal and professional support that encourages new teachers to reflect on their teaching and on their professional growth.

To create a system wide atmosphere of collegiality and openness that heightens morale and improves instruction and learning.

Keefe Technical School will provide a trained mentor to advise and to support any teacher new to the system. A mentor is defined as a professional status level teacher at Keefe Technical School who has participated in the mentoring training provided by the District or has received professional training as a mentor and is certified/licensed/documented. The duties/responsibilities of the mentor will include but are not limited to the following:

- Conduct no less than one informal meeting per week with teachers;
- Observe new teachers teach and be observed by them;
- Conduct conferences with their mentees to reflect on observations;
- Maintain a time log of mentoring activities;
- Other mentoring duties assigned by the Principal.

In compliance with Article XIV of this Agreement, mentor positions needed shall be advertised yearly. Mentor applicants, in order to be eligible for appointment as a mentor, must have participated in training provided by the District.

Section B

The initial salaries of Teachers hired to the staff will be set by the Superintendent and will be based upon the experience and previous education of the Teacher.

Section C

In determining placement on the salary schedule at the time a person commences employment with the District, consideration shall be given to past teaching or industrial experience at the discretion of the Superintendent. Any teaching or industrial credits claimed for salary adjustment or increase must be certified in a manner satisfactory to the Superintendent. No teacher shall be eligible for placement under the vocational categories of the Teacher Salary Schedule unless the said Teacher is engaged full time as a teacher of an approved Chapter 74 Program offering at the District. Guidance counselors who possess licensure as a vocational guidance counselor under Chapter 74 shall be placed under the vocational categories of the Teachers Salary Schedule.

Teachers hired for part time employment shall have their salaries calculated in compliance with the terms of this article and adjusted by the portion of full time equivalence required by the position that is being filled as determined by the Superintendent. (A teacher hired at A1 filling a .5FTE position would receive 50% of the A1 salary. Part time teachers will participate in the Massachusetts Teacher Retirement System and the District shall offer benefits, as permitted by applicable law, statute and regulation including health insurance.

Section D

Teachers shall annually receive a notice, in writing, which sets forth their placement on the salary schedule (both experience and training levels) for the next school year. Said notice shall be provided before the close of school in June, if practicable.

Section E

1. Courses required for licensure to be employed in a vocational school cannot be used to move from one column on the Teacher Salary Schedule to another column.
2. Upon initial employment, Teachers shall receive credit toward future lateral salary advancement for the semester credit hours they possess on the date of initial employment, provided such semester credit hours are determined by the Superintendent-Director or designee to be of benefit to the students in the District, which decision shall be final, and further that all such semester credit hours are disclosed by the Teacher upon the initial application for employment by the Teacher. Any such semester credit hours not disclosed on the application for employment shall not qualify for later salary advancement.
3. All courses taken for future credit, professional development and professional improvement must have the prior written approval of the Superintendent-Director. The proposed courses must be shown to be of benefit to Keefe students.
4. Professional Development Courses, Curriculum Development or Professional Development Activities. A maximum of 150 pdp's of approved Keefe Tech in service courses may be used toward additional compensation.
5. All degrees or courses qualifying for additional compensation must be earned from an accredited college or university, through In-Service Professional Development training to the extent as set forth under Item 4 above, or from a Career and Technical Training Institute accredited by the Department of Elementary and Secondary Education of the Commonwealth

of Massachusetts, provided such Career and Technical Training Institute offers programs exclusively for persons beyond the secondary level.

6. No teacher shall receive salary advancement for obtaining a vocational licensure unless the said Teacher is engaged full time as a teacher of an approved Chapter 74 Program offering at the District, which designation shall not include the guidance personnel unless the individual guidance counselor possesses licensure as a vocational instructor from The Commonwealth of Massachusetts, Department of Education in a Chapter 74 Program offering at the District.
7. No Teacher shall be reduced in column placement upon involuntary change in teaching assignment or subject to be taught. Those Teachers who transfer from teaching a Chapter 74 Approved Program to an academic program shall thereafter be eligible for salary advancement only by obtaining the course and degree credits referred to in the academic track of the Teacher Salary Schedule.
8. Upon successful completion and verification of earned credits for a lateral movement on the salary schedule, any newly approved credit(s) or subsequent unapplied credits from that date forward may be applied to any subsequent lateral move on the salary schedule.
9. Upon successful completion of the DESE mandates, including but not limited to RETELL course(s) and verification of the earned credits, Unit members can use the course for either forty-five (45) PDP's or three (3) Graduate or Undergraduate credits to be applied toward lateral movement on the salary schedule.

If a 3-credit course becomes a requirement for licensure, it will no longer be eligible for credit advancement. If this occurs, those who take the course before the effective date of the change in the requirement will retain credits towards advancement.

ARTICLE VI COMPENSATION

Section A – Basic Salary for Services Rendered

It is agreed by both parties to this Agreement, that the Department of Elementary and Secondary Education sets minimum requirements for attendance at school by all students. The basic salary for professional services shall cover all employment while students are required by the Committee to be in school and such further time as deemed appropriate by the Administration for educational purposes prior to the arrival of students and after their release for the year.

Section B – Placement on the Basic Salary Schedule

1. Placement on the salary schedule will be on the first day of each school year.
2. Placement on steps following initial placement will be on the basis of teaching experience. Each year of teaching experience will be equal to one increment step on the salary schedule.
3. Evidence supporting earning of credits or degrees for advancement (step and/or columns) must be submitted to the Superintendent, or designee, prior to September 15th to be effective for the ensuing year. Earning of credits or degree for advancement, (steps and/or columns) shall be defined as evidence (transcripts or verified grades) of the successful completion of the credit or degree required for such advancement as shall be deemed satisfactory by the Superintendent.
4. Continuous Years of Service Defined Continuous years of service to the District shall be defined as follows:

The first year of service to the District shall be defined as the uninterrupted employment as a Teacher on a full-time basis from November 15, until the end of the then school year. The second and following years of continuous service to the District shall commence on the first school day of the next succeeding school year of the District, following the first and subsequent consecutive years of uninterrupted employment as a full time Teacher in the District, until the end of the then school year. The Teacher shall continue to accrue years of continuous service to the District for each succeeding consecutive year of full time uninterrupted employment as a Teacher in the District.

Any member of the Bargaining Unit who leaves the Bargaining Unit for not more than three (3) consecutive entire school years, but who remains a full time employee of the District during such three (3) entire consecutive school years, shall maintain existing, but shall not accrue additional, continuous years of service to the District during such three (3) year period, or if less than three (3) consecutive entire school years, then during such lesser period of time, provided that such member of the Bargaining Unit who leaves the Bargaining Unit:

- (a) remains a full time employee of the District during such period he or she leaves the Bargaining Unit; and

(b) provided that such member of the bargaining unit returns to the Bargaining Unit as a full time Teacher not later than the first day of school of the school year immediately following the three (3) consecutive entire school years, or if less than three (3) consecutive entire school years, then not later than the first day of school of the school year immediately following such lesser period of time when the Teacher was not a member of the Bargaining Unit, but who had remained a full time employee of the District during said three (3) consecutive entire school year period.

Except as described herein, any Teacher who leaves the Bargaining Unit or whose continuous service to the District is interrupted, except for such periods as provided for in this Agreement, shall forfeit his or her prior years of continuous service to the District for all salary, benefits and privileges described in this Agreement.

5. Definition of Seniority and Seniority List

The District shall establish a seniority list reflecting continuous service as defined in this Article by the first Tuesday of October of each year of this Agreement. The seniority list shall be provided each year to the President of the KTEA.

Seniority is defined as the length of continuous service to the District from the first date of employment as a full time licensed teacher in a position covered by the collective bargaining agreement. A unit member with professional teacher status may serve for up to three (3) consecutive years in the District in a full time position not covered by this Agreement and when said teacher returns to the bargaining unit as a full time teacher, that teacher shall maintain previous years of continuous service but shall not accrue new years of continuous service towards seniority for that period of time spent out of the bargaining unit but while still employed full time by the District. Teachers employed full time by the District in another position but out of the bargaining unit may request to be reinstated to their teaching position. This application for return to full time teaching position as a member of the bargaining unit shall be made in writing to the Superintendent-Director prior to the start of the next succeeding school year but not later than the start of the next succeeding school year following such period as described herein, when the teacher was not a member of the bargaining unit. The reinstatement of the applicant shall be at the discretion of the Superintendent –Director and shall not be subject to the grievance procedure.

Seniority shall be calculated using years, months and days of continuous service to the District as defined in this Article and Section. The Seniority List shall contain the unit member's name, date of hire, and shall identify the position/department. Part time teachers shall accrue continuous years of service to the District based upon the percentage of time during each school year in which they teach in the District and not based upon the date he or she was hired.

Approved leave of absence and maternity leaves shall not constitute a break in continuous service. Approved unpaid leave of absence less than one trimester in length shall accrue seniority. Any approved leave of greater than one trimester shall not be used in calculating

seniority. Any period between the date of termination or the date of layoff and date of reemployment, through recall or not shall not be used in calculating seniority.

Section C – Salary Payment

1. Salaries in accordance with the schedule set forth in Article XXVI herein, shall be paid in twenty six (26) equal installments on Fridays commencing at the beginning of the School Year except that any Teacher may request on or before April 30th that salary due during July and August shall be paid with the last payment due in June.
2. If checks are to be mailed during vacation, Teachers will have the option of having them left at the office.

Section D – Medical Insurance

1. Effective July 1, 2012, the Committee District shall provide an HMO (Health Maintenance Organization) and a PPO (Preferred Provider Network Organization) medical insurance program for Unit Members covered by this Agreement, and the District will provide a PPO (Preferred Provider Network Organization), effective July 1, 2017, if one is reasonably available in the marketplace.
2. During the years while this Agreement is in effect, the Unit Member shall pay 25% of the health insurance premiums charged by the program in which the Unit Member is a participant, including external maintenance costs incurred by the District and the Committee shall pay 75% of the health insurance premiums.
3. It is agreed that during the years while this Agreement is in effect, any Unit Member who selects a PPO (Preferred Provider Network Organization) health insurance policy shall pay 50% of the health insurance policy premiums charged by the program in which the Unit Member is a participant, including external maintenance costs incurred by the District and the Committee shall pay 50% of the cost of the health insurance policy premiums.
4. The South Middlesex Regional Vocational Technical School District shall provide a "Flexible Spending Account" for all members of the KTEA, participation in which plan will shall be optional on the part of the member. There shall be a limit for each Flexible Spending Account consistent with law. Individual Unit Members must meet any legal eligibility requirements. The District and the KTEA recognize the guidelines produced by the District Business Office and contained in the Appendix to this Contract.

4A. Health Savings Account ("HSA") Contributions

- (a) The District will contribute 50% of the plan deductible, i.e., \$1250 for an individual plan and \$2500 for a family plan, into an HSA for each bargaining unit member who subscribes to the District's high-deductible plan. The District's contribution will be made in two installments, on approximately July 1 and January 1.
- (b) Provided the rate increase for the District's high-deductible plan is less than 10% for the period of July 1, 2020 through June 30, 2021, the District will make the same HSA

contribution for such period on the same terms as set forth above. If the rate increase is between 10.00% and 10.99%, the District will make an HSA contribution for this period of 40%. For each additional percentage increase in the premium rate, i.e., 11.00-11.99%, 12.00-12.99%, 13.00-13.99%, the District's HSA contribution for this period will drop by 10% to 30%, 20% and 10%, respectively. No contribution will be made if the rate increase is 14.00% or higher.

(c) For the period of July 1, 2021 through June 30, 2022 and for any subsequent fiscal year, the District's contribution will be calculated in the same manner as for the period of July 1, 2020 through June 30, 2021.

(d) In the event of a change in plans or providers or if the District decides to provide coverage through a joint purchase group, the Group Insurance Commission or some other means, its HSA Contribution will cease upon said change provided that if the District changes to another High Deductible plan, it will contribute 50% of the plan deductible to an HSA not to exceed the amounts stated above in paragraph 3(a).

5. The specific details of the health care program such as co-payment coverage for children, specific coverage and other matters shall be recommended by the Health Insurance Advisory Committee.
6. No teacher who is a participant in a medical insurance plan shall be permitted to enroll or participate in an additional plan if any portion of the premium for such plan is paid by the Committee.

7. Retired Employees

- a. The District in addition to the payment of 50% of the premium for contributory group hospital, surgical, medical and other health insurance and of the premium for the services of a health care organization for Unit Members retired from the service of the District and the spouse of such retired Unit Member, shall pay a subsidiary or additional rate of the premium as described in Section 7A of Chapter 32 B of the Massachusetts General Laws for contracts of insurance authorized by Sections 3 and 11 C of said Chapter 32B, and of the premium as described in Section 16 of said Chapter 32B, for the services for a health care organization, such that such subsidiary or additional rate shall result in the District paying the same percentage premium costs for such retired Unit Members and the spouses of such retired Unit Members as it then pays for the active Unit Members of the District for the same health insurance plan of which the retired Unit Member or the surviving spouse of such retired Unit Member is a member.
- b. Such subsidiary or additional rate shall be paid by the District for any retired Unit Member and the spouse of such Unit Member only until the Unit Member or the spouse of such Unit Member shall have attained the age of sixty-five (65) years become Medicare eligible, or if the Teacher or the spouse of such Unit Member shall have died prior to becoming Medicare eligible, until the surviving Teacher or spouse become Medicare eligible.

- c. Such subsidiary or additional rate shall be paid by the District only for those Unit Members who have retired directly from the District; are receiving a pension or annuity allowance from the Teacher's Retirement System or the appropriate state or county retirement system; shall have attained the age of fifty-five (55) years at the time of retirement; and have served a minimum of ten (10) years in the District.
- d. Such subsidiary or additional rate payable for the surviving spouse of the retired Unit Member shall terminate prior to the surviving spouse having become Medicare eligible in the event of and upon the remarriage or death of the surviving spouse.
- e. Notwithstanding any general law, special act or any term or condition of the Contract to the contrary, the Committee may pay a lower percentage as provided for in this Agreement but shall not pay a higher percentage of the health insurance premium charged by any program in which any person who is insured under this Agreement is a participant, including external maintenance costs incurred by the District, than the percentage of the health insurance premium which the Committee then pays for any Unit Member.

Section E – Life and AD&D Insurance

While this Agreement is in effect, the Committee shall provide a \$20,000 Life and AD&D Insurance Policy for all Teachers and will pay Fifty (50 %) percent of the cost of such insurance.

Section F – Additional Life and AD&D Insurance

Teachers shall be allowed to purchase additional Life and AD&D Insurance at their own expense up to the amount of their annual salary from the Group Insurance Carrier or at such other amounts as otherwise permitted by the Group Insurance Carrier.

Section G – Mileage Allowance

Mileage allowance, where applicable and reimbursable, shall be at the then current I.R.S. approved rate.

Section H – Health Insurance for 65 and Over Retirees

The District will pay 50% of the premium actually paid for group health insurance for certain Teachers age 65 and older who have retired directly from the District, and have served a minimum of ten (10) years in the District, which insurance may include the Teacher's surviving spouse.

At the election of any Teacher, or the surviving spouse of a deceased Teacher, for whom the District is paying 50% of the premium actually paid for group health insurance, the Teacher or the surviving spouse of such Teacher, may, if eligible, elect an alternative Medicare supplement plan offered by the current medical insurance provider in which case the District shall pay 50% of the cost of such alternative Medicare supplement plan provided such sum shall not exceed the amount paid by the District for such Medicare supplement plan coverage.

The South Middlesex Regional Vocational Technical School District has adopted G.L. c. 32B, Section 18. This section of the law stipulates that eligible employees and retirees from the District must enroll in Medicare upon reaching the age of 65.

Section I – Dental Insurance

The Committee shall provide an upgraded dental insurance plan, and the District will pay 55% of the cost of the insurance program.

Section J – Long Term Disability Insurance

The Committee shall provide a Long Term Disability Income Insurance Program acceptable in scope and coverage to the parties hereto and shall pay 100% of the cost of such insurance coverage. Such Long Term Disability Income Insurance Program shall provide for a waiting period of 180 days and payments to continue to age 65 of the Teacher. The Teacher shall pay the appropriate withholding tax on the premiums paid by the Committee on behalf of the Teacher.

Section K-Termination of Benefits under the former Longevity Plan

The Association and the School Committee agree that as of August 1, 2010, there is no teacher or other employee of the District who has applied for benefits under the Longevity Plan. No teacher, other employee of the District or member of the bargaining unit shall be entitled on and after August 1, 2010 to apply for any benefits or payments under the Longevity Plan. The Committee shall not be or become obligated to pay any further payments or benefits and shall have no further obligations under the terms of the Longevity Plan to any teacher, other employee of the District or member of the bargaining unit except as are described in this Agreement.

Section L – Perfect Attendance

Any Teacher with perfect attendance shall receive a payment at the completion of the School Year in the amount of \$1,000.00. The term “perfect attendance” shall be defined, for purposes of this Agreement as attendance by the Teacher at school each school day commencing on the first designated faculty day of the school year and ending on the last designated faculty day of the school year and the use of no allowable absence day or any part of an allowable absence day. Field trips and approved professional days shall not be considered as absence from school.

Any teacher with only one day of absence shall receive payment at the completion of the School Year in the amount of \$750.00. For the purpose of this paragraph, the term “one day of absence” shall mean attendance by the Teacher at school each school day commencing on the first designated faculty day of the school year and ending on the last designated faculty day of the school year and the use of one (1) allowable absence day and no part of any other allowable absence day. Field trips and approved professional days shall not be considered as absence from school.

Section M – Allowable Absence Day Buyback

Commencing in Fiscal Year 2015 (July 1, 2014) and during the following years this Agreement is in effect, any Teacher with a minimum of fifteen (15) years of continuous service to the District and who provide(s) written notification of his/her retirement to the Superintendent by not later than October 15 prior to the school year of his/her intended retirement, shall be allowed to buy back at the rate of \$ 50.00 per day unused allowable absence days as accrued by the teacher over 110 and up to and not to exceed the maximum accumulation (presently permitted by this Agreement of 183), therefore providing and not to exceed a maximum buy back of 73 days calculated at retirement date. For purposes of this paragraph, the number of allowable absence

days which the teacher will be entitled to buy back shall be calculated at the date of retirement and shall only be paid upon the Teacher's retirement from the District.

SECTION N – SUPERMAX STEP

Section N-1. SuperMax Step Eligibility

Supermax eligibility shall be available to members of the bargaining unit who have completed not less than eleven (11) years of continuous service to the District and who have entered their twelfth (12th) or longer year of continuous service to the District in the amounts and upon the terms described herein in Article VI, Section N-Supermax step, unless deferred for such Supermax step payments during the disqualification periods as described in Section N-7. Continuous Years of service to the District for the purposes of this Article and section of the Agreement shall be defined as the term is defined in accordance with Article VI Section B.4 of this Agreement.

Section N-2. Definition of Supermax Step

The Supermax Step shall be defined as the line at the bottom of each Salary Schedule of the Agreement which contains a dollar amount and which amount is determined in accordance with the provisions of this Article and paid in the same installment method as the salary of each member of the bargaining unit is paid. The amount of the Supermax Step amount shall not change unless specifically agreed to by the parties. It shall not change based upon salary increases, any revisions to the Salary Schedule or cost of living adjustments to the Salary Schedule.

Except as described herein, the Supermax Step as described in Article VI Section N –shall be described as follows: In each year, the Supermax benefit is added after calculating the percentage wage increase as seen in Appendix A of the South Middlesex Regional Vocational Technical School District Salary Schedules. The Supermax benefit shall not affect any other, stipends, activities or positions due to be paid under this Agreement.

Section N-3. SuperMax Step Payments

While this Agreement is in effect, the SuperMax Step as the term is defined herein, shall be:

1. STEP SM 12-\$1,100.00 above the step immediately above it in the current Salary Schedule for each member of the bargaining unit who shall have completed eleven (11) years of continuous service to the District and not more than fourteen (14) years of continuous service to the District and who have entered into their twelfth (12th) or longer year of continuous service to the District; or
2. STEP SM 15-\$1,400.00 above the step immediately above it in the current Salary Schedule for each member of the bargaining unit who shall have completed fourteen (14) years of continuous service to the District and not more than nineteen (19) years of continuous service to the District, and who have entered into their fifteenth (15th) or longer year of continuous service to the District; or
3. STEP SM 20-\$1,700.00 above the step immediately above it in the current Salary Schedule for each member of the bargaining unit who shall have completed nineteen (19) or more years of continuous service to the District and not more than twenty-four (24) years of continuous

service to the District who have entered into their twentieth (20th) or longer year of continuous service to the District.

4. STEP SM 25-\$2,100.00 above the step immediately above it in the current Salary Schedule for each member of the bargaining unit who shall have completed twenty-four (24) or more years of continuous service to the District and who have entered into their twenty-fifth (25th) or longer year of continuous service to the District.
5. STEP SM 30-\$2,350.00 above the step immediately above it in the currently Salary Schedule for each member of the bargaining unit who shall have completed twenty-nine (29th) or more years of continuous service to the District and who have entered into their thirtieth (30th) or longer year of continuous service to the District

Section N-4. Supermax Step Yearly Limit

A teacher shall not be eligible or entitled to collect more than one (1) Supermax step during any one (1) year of this Agreement.

Section N-5.

The parties acknowledge that the Supermax Plan was implemented in connection to the elimination of the pre-existing Longevity Plan, which has since been completely phased out. As such, no bargaining unit member shall receive any Longevity Plan payment.

ARTICLE VII

WORK YEAR, WORK HOURS AND WORKLOAD

Section A – Length of Work Year

Work years for Teachers (other than new personnel who may be required to attend additional orientation sessions and team chairs and the lead counselor who shall have a work year of approximately 193 days as requested by the Superintendent) shall consist of 183 days; provided the early release days immediately before Thanksgiving and December vacation shall be a ½ day for Teachers. Any other early release days for students will be a full contractual day for Unit Members. The team chairs and the lead counselor shall be paid on a per diem basis for the additional ten days of work. Service beyond the teacher school year by all other association members shall be voluntary.

In the event that the Superintendent or his/her designee requests any guidance counselor, the bilingual lead teacher, or the special education lead teacher or other member of this bargaining unit to work additional time the rate of pay will be the teacher hourly rate in effect at the given time. The teacher hourly rate is established each year by dividing the base teacher pay at step A-0 by 183 days and then dividing by 6 hours per day.

Section B – Length of Work Day

The Teacher's minimum workday shall commence at 7:20AM. On Monday, Tuesday, Wednesday and Thursday of each week, the Teacher's workday shall terminate thirty minutes after the scheduled student's day, unless otherwise excused by the Administration. On such days as meetings are scheduled as set forth herein. (Section C – Meetings), the thirty minute requirement after school shall be waived. On Fridays and on days immediately preceding a holiday, the Teacher's workday shall terminate five minutes after the scheduled student's day.

The nurse will generally be expected to work a 40-hour workweek and be available eight (8) hours per day to be scheduled by the District. It is recognized, however, that the nurse, from time-to-time, being an exempt employee, may be required to work in excess of 40 hours in a week. As a result, the nurse will be afforded the professional courtesy of being allowed to make reasonable modifications in their schedule, such as an abbreviated work day when healthcare services are not required. S/he may initiate this action subject to suitable notification to the Principal, provided s/he remains available to students during the student school day.

Section C – Meetings

The number of meetings scheduled in accordance with the provisions of Section B herein to extend beyond the Teacher's work day shall not exceed a maximum of eighteen (18) in any year, not more than two (2) in any one month. Such meetings will not extend beyond 3:00 p.m. and will be referred to as "Contractual Time." Contractual Time may be utilized for Department Meetings, Professional Development Meetings or Coordinator Meetings with respective Staff Meetings. In addition, Administration will make every effort to hold full Faculty/Staff meetings on Wednesday Contractual Time days whenever practical. However, Administration may call up to two (2) additional Faculty/Staff Meetings in any month. Such meetings will adhere to the release time of 2:30 p.m. Teachers will be given 48 hours advanced notice of any such meetings. Any additional meetings for urgent matters as determined by the Superintendent or Principal, will not extend beyond 3:00 p.m.

All Teachers may be required to attend up to three formal evening meetings or activities during each school year, e.g. Parents Night, Parent/Teacher Conferences. In addition, CTEs may be required to attend up to two (2) Advisory Board meetings each school year.

Teachers shall be provided with a duty-free lunch period of not less than twenty-five (25) minutes.

On the day prior to the first day of school for students, teachers will be given approximately one half day for classroom setup and preparation.

There shall be a minimum of six (6) early-release days and three (3) full non-instructional days, which will be scheduled at the discretion of the District and shall not take place on the last day of school.

Section D – Preparation Time

The Committee agrees that all instructional staff shall have an average of at least seven (7) preparation periods per week (294 minutes) in an 8 period per day bell schedule with a minimum of one (1) preparation period per day for preparation or for administrative purposes. The Superintendent shall endeavor to restrict the use for administrative purposes of those instructional staff who have only one (1) period designated for preparation in any day to those instances of an emergency or similar nature.

It is agreed that on a seven (7) period per day bell schedule that instructional staff shall have at least five (5) preparation periods per week (240 minutes) and one (1) preparation period per day for preparation or for an administrative emergency.

It is agreed that on a six (6) period per day bell schedule that instructional staff shall have at least five (5) preparation periods per week (285 minutes) and one preparation period per day for preparation or for an administrative emergency.

Preparation periods in 6, 7 or 8 period bell schedule in Career and Technical Programs may be achieved by periods per week or by minutes per week. Further, coverage for said preparation time in CTE programs must be achieved by department colleagues or other instructional staff.

Any instructional staff assigned as a special education Liaison and working within a six (6) period per day bell schedule will be given an amount equal to seven (7) preparation periods per week and a minimum of one (1) preparation period per day. This will be considered an adequate number of periods for any liaison assigned up to 25 students to monitor. The assignment of responsibilities shall be subject to the approval of the Director of Special Education or the Principal. When a special education instructor is assigned a caseload between 26-30, they will receive (1) additional preparation period per week and a minimum of one preparation period per day. When a special education instructor is assigned a caseload of 31 or higher, they will receive (2) additional preparation periods per week and a minimum of one preparation period per day.

Any instructional staff assigned as a special education Liaison in a 7 and 8 period bell schedule will be given an adequate number of non-instructional periods, in addition to their weekly preparation to fulfill their extra responsibilities. Three (3) additional periods per week, not to exceed ten (10) per week will be considered an adequate number of periods for any liaison assigned up to 25 students to monitor. The assignment of responsibilities shall be subject to the approval of the Director of Special Education or the Principal. When a special education instructor is assigned a caseload between 26-30, they will receive (3) additional preparation periods per week and a minimum of one preparation period per day. When a special education instructor is assigned a caseload 31 or higher, they will receive (4) additional preparation periods per week and a minimum of one preparation period per day.

It is agreed that preparation time is intended to give instructional staff professional practice preparation time during the instructional day to work on curriculum, instruction, assessment, meet with supervisors, parents or other non-instructional duties related to the instructional staff member's assignment, and other components of their professional assignment; provided prep-time may not be available on early-release/late-arrival days, including MCAS (or other student assessment) days.

Section E. Course Load

The Committee and the Association agree that optimal scheduling is beneficial to student performance. To this end, both parties agree to note and provide solutions to overloaded class schedules that may include reassigning staff and/or student class assignments whenever applicable.

It is agreed that following the issuance of assigned instructional courses the department may meet to review course assignments for schedule balance. Following this Department review, the lead teacher may present scheduling change requests to their coordinator. The coordinator shall review any and all requests presented to the lead teacher. The coordinator's decision shall be final and not subject to the grievance procedure.

ARTICLE VIII NON-TEACHING DUTIES

Section A

The Committee and the Association acknowledge that the primary responsibility of all Unit Members is to be prepared each day and to teach and their energies should, to the extent possible, be utilized to this end. Teachers may be assigned non-teaching duties during non-teaching, non-preparation periods such as corridor supervision, cafeteria supervision, common planning periods, academic support specialist and emergency classroom coverage. The parties agree that the decision of assignment on non-teaching duties is at the discretion of the Superintendent, Principal or their designee.

Section B

Teachers will not be required to drive students in automobiles owned by the Teacher to activities that take place away from the school building. Teachers shall be expected to transport the students, however, in those situations where it is required and related to the Teacher's area of instruction, whenever possible, and a District vehicle shall be provided for such transportation with the Teacher operating the vehicle. The District will provide proper insurance on said vehicle and provide other liability protection for the Teacher as deemed appropriate. School staff shall be notified in writing of this requirement.

Section C

In the event that Teachers are required to collect money, investigation and study shall be made to determine such methods or means to protect the Teacher from loss due to theft or vandalism.

ARTICLE IX TEACHER FACILITIES

Section A

Each teacher will be supplied with facilities to accommodate storage of instructional materials and personal effects.

Section B

Space shall be provided for equipment and supplies needed by Teachers for the preparation of instructional materials in a designated Teacher work area, provided such space is not required for student use, at the discretion of the Superintendent-Director.

Section C

Faculty lounge areas shall be provided for the use of the Teachers.

Section D

Each Teacher will have available for his/her sole use:

1. A serviceable desk
2. A serviceable and lockable file cabinet
3. A serviceable chair
4. A serviceable portable/mobile computing device
5. A teacher resource room fully equipped with a printer, scanner and a copier.

Section E

Clean male and female restrooms with adequate sanitary facilities shall be provided for the Teachers on each floor of the building.

Section F

A public telephone, in addition to and separate from those in the administrative or other offices, will be available for the use of the Teachers.

Section G

Parking will be provided for the Teachers. In the event that Environmental Protection Agency Regulations are established affecting parking, such regulations shall be observed.

Section H

In the event that new equipment is purchased and training is deemed by the Administration to be necessary for any teacher in whose department it is installed, the Committee agrees to pay the cost of such training in addition to any travel or living expenses involved.

ARTICLE X

LEAVES OF ABSENCE WITH PAY

Section A – Allowable Absent Days

1. Each Teacher is expected to work every scheduled day. Allowable absences from work are intended as emergency income protection, not as additional days off. Examples of appropriate use of Allowable Time include but are not limited to: illness, immediate family illness, bereavement, court events and personal business that are identified by the teacher that cannot be done outside of the work day. In the case of personal business, Teachers will be expected to state the reason for the request so that the District may determine if a request for allowable time is consistent with its purpose. The Administration may question and take action to address misuse of allowable time. Allowable absent days are not to be used for business, financial, profit-making endeavors, regular and/or extended day care or for vacation. The Superintendent or his designee, upon review of an individual teacher's frequency and pattern of use of allowable absence days upon a determination of possible abuse of this policy as compared to teacher average use exclusive of long term illness may meet and review with the teacher and a representative of the KTEA the intent of this language as income protection due to illness, personal day and bereavement day benefit. The results of that meeting shall be reduced to writing as a record of the agreement reached between the parties. Further, if after this meeting, the pattern of abuse of this policy continues, then the Superintendent may apply progressive discipline as warranted.
2. Should absence from work become necessary, full-time Teachers will be compensated at their regular rate for a total number of fifteen (15) absent days in each school year. Allowed holidays and vacations are not to be used for this tabulation. Such allowable absent days shall be credited to the Teacher only after such Teacher shall have reported to work and worked one (1) full day at the commencement of each school year to which this Agreement applies. The prior sentence shall not apply to those Teachers who are on extended illness or Worker's Compensation which has extended to the current school year as a result of illness or injury which commenced or carried over from the previous school year. Provided, however, the Superintendent-Director may, at his discretion, grant two (2) additional allowable absent days in any school year to any Teacher who has attained professional teacher status prior to the year in which such request is made, and which request for two (2) additional allowable absent days shall not be unreasonably denied.
3. Allowable absent days from Paragraph 2 which have not been used in any year, shall be allowed to accumulate to a maximum of one hundred eighty-three (183) days. The fifteen (15) absent days referred to in Section 2 shall be in addition to the total accumulation referred to in this Section.
4. For any consecutive five-day absence due to illness, the Teacher shall be required to furnish an official document from their physician verifying absence. It shall be the Teacher's responsibility to provide periodic written reports from his or her treating physician regarding projected return to service date in case of extended absences. If the five day absence is not medical in nature then the teacher must submit a letter of explanation to the Superintendent as

soon as practicable. After any extended illness, an official document must be provided from the teacher's physician indicating that the teacher is cleared to return to work without limitation.

5. Absence begun in one year and carried over to the following year will be allowed on the basis of the year in which the absence began, and the Teacher shall be entitled to all allowable absent days due in the succeeding year.
6. No compensation will be accrued for unused allowable days, except as otherwise set forth in this Agreement in Article VI, Section M.
7. Absence covered by Worker's Compensation will be compensated at the regular rate of pay to the Teacher. The amount of allowable absent days will be reduced on a prorated dollar basis.
8. At the commencement of each school year, each Teacher shall be given notification of the number of unused allowable absent days then credited to the Teacher. For the purpose of this section, school year shall be defined as the period from the date of the opening of school to June 30. Teachers shall be provided the status of available allowable absent days from the Business Office upon request.
9. In unusual instances or emergency situations, additional allowable absent days may be granted at the discretion of the Superintendent-Director.

Section B – Legal Proceedings

In the event that it becomes necessary for a Teacher covered by this Agreement to attend court as a result of any legal action arising out of the Teacher's employment, then leave with pay shall be granted for such appearance, except that such leave shall not be granted if the action has been commenced by the Teacher or if the Teacher's employment is the subject matter of the action.

Section C – Jury Duty

Teachers required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the Teacher's regular pay, including all or any part of compensation for stipendiary positions held at the time of such jury duty.

Section D – Day Preceding and Day Following a Vacation or Holiday

Unless excused by other sections of this Article, in accordance with the following procedure, all Teachers covered by this Agreement must be present in school the day immediately preceding and the day immediately following any school vacation or holiday. At the discretion of the Superintendent-Director, any absence on these days may be noted on the Teacher's personnel file and if any abuse of this Article exists, the Superintendent-Director may ask for documentation. If such absence is not so documented, the Superintendent-Director may order that the Teacher not be paid for the date of such absence, which decision of the Superintendent-Director shall be final.

Section E – Sick Leave Bank

The Committee shall establish by policy a Sick Leave Bank for use by Teachers. The Sick Leave Bank shall be established to include the following provisions:

1. A Sick Leave Bank is established for use by Unit Members whose allowable absent day accumulation has been exhausted. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee as described in Section E-3 hereof.
2. Membership in the Sick Leave Bank is open to any Unit Member upon completion of their second year of service and is acquired by the contribution of one (1) earned and accumulated allowable absent day to the Bank. Teachers shall not be eligible for consideration for leave from the Sick Leave Bank until a period of ninety (90) days after the date of contributing the allowable absent day has expired. If the Sick Leave Bank reaches the limit of twenty-five (25) days in the bank during or at the end of the current school year upon recommendation of the Sick Leave Bank Committee, and agreement of the Association and the School Committee, it shall be renewed by the contribution of one (1) additional allowable absent day of a Teacher's accumulated allowable absent days by each Unit Member. Participation in the Sick Leave Bank shall be on a voluntary basis.
3. The Sick Leave Bank shall consist of three (3) members of the Association and two (2) representatives from the Administration.
4. The duties of the Sick Leave Bank Committee shall be as follows:
 - a. To elect a chairperson each year and govern all phases of the Sick Leave Bank
 - b. To determine the eligibility of members requesting leave from the Bank and the amount of the leave to be granted. All decisions of the Sick Leave Bank Committee must be by a majority vote of its entire membership and may be appealed back to the Sick Leave Bank Committee for a hearing or review. After such hearing or review all decisions of the Sick Leave Bank Committee will be the final decision and not subject to the grievance procedure hereunder.
 - c. The chairperson will report the use of the Sick Leave Bank to the Association, the Superintendent-Director and the School Committee on a quarterly basis.
5. The following criteria shall be used by the Sick Leave Bank in determining eligibility:
 - a. Application for benefits from the Sick Leave Bank shall be made in writing to the Sick Leave Bank Committee on the approved application form for Sick Leave (see Appendix H). Sick Bank Leave is to be used for the illness or injury of the bargaining Unit Member exclusively.
 - b. Applicants must have exhausted all of their accumulated allowable absent days before being eligible for benefits from the Sick Leave Bank. Request for Bank Sick Leave must be made at least three (3) days prior to the expiration of the applicant's allowable absent days. Sick Leave will not be awarded for any period of time pre-dating the submission of

a completed application along with sufficient supporting medical documentation as may be required by the Sick Leave Bank Committee.

- c. The initial grant of Sick Leave shall not exceed fifteen (15) days, except under extenuating circumstances which must be clearly stated by the Sick Leave Bank Committee in its decision. Upon completion of the initial fifteen (15) day period, additional days, in increments of fifteen (15) days, except under extenuating circumstances may be requested from the Sick Leave Bank Committee upon resubmission of new application with additional information from a qualified physician's statement.
 - d. No days may be granted from the Sick Leave Bank for any reason other than due to prolonged illness or accident. It may not be used for parental leave.
 - e. The applicant must provide adequate medical evidence from a qualified medical doctor or doctoral level psychologist's statement certifying the disability, illness or accident together with any appropriate medical evidence the Sick Leave Bank Committee deems relevant and necessary to its decision (to be submitted with the application requesting bank days. The Sick Leave Bank Committee will not act on any uncompleted application and/or without submission of a statement certifying the disability, illness or accident). A diagnosis of illness or disability along with a prognosis stating the expected duration of the Unit Member's absence must be clear in order to substantiate the grant of benefits from the Sick Leave Bank.
 - f. The Sick Leave Bank Committee may request additional medical information prior to making a decision. The Sick Leave Bank Committee's determination of what medical evidence is necessary/acceptable, like its decision with respect to any application, is final and not subject to the grievance process.
 - g. The Sick Leave Bank Committee, in addition to the medical documentation provided, may consider whether the Unit Member's prior use of allowable days (that has resulted in the Unit Member requesting leave from the Sick Leave Bank) has been responsible based on the application.
 - h. All parties agree that such information shall be treated as highly personal and confidential.
6. Each Unit Member who is eligible for benefits under the Sick Leave Bank shall be so eligible only while employed in the District. In addition, Teachers who are eligible to join the Sick Leave Bank and who have previously not done so, may, upon fulfilling the requirements to receive benefits from the Sick Leave Bank, join the Sick Leave Bank during a thirty-day period which shall commence October 1st of each year.

Section F – Professional Days

All Teachers covered by this Agreement shall be entitled to two (2) professional days per year. Such days must be utilized for professional development and/or professional improvement. Such professional development activities to be undertaken during a professional day must have the prior written approval of the Superintendent-Director and must be shown to be of benefit to Keefe students prior to the granting of such professional day. The District will provide substitute coverage, where needed, and pay registration and mileage reimbursement. No compensation will

be paid in the event that such days are not utilized. Additional professional days may be granted at the discretion of the Superintendent-Director if additional professional development or professional improvement is deemed necessary by the Superintendent-Director. The Superintendent-Director shall furnish a reason for the denial of any professional day.

ARTICLE XI

LEAVES OF ABSENCE WITHOUT PAY

Section A – Leave of Absence for One Year

A leave of absence of one (1) year without pay, increment, or other benefits will be granted for the purpose of caring for a sick member of the Teacher's immediate family, provided such family member is in need of such care. The Teacher shall submit documentation in a form reasonably satisfactory to the Superintendent-Director to substantiate such need. Additional leave may be granted at the discretion of the Superintendent-Director.

Except in the event of extenuating circumstances beyond the Teacher's control, Teachers on such leave who intend to return to service in the District at the beginning of the ensuing school year shall notify the Superintendent-Director in writing of such intent on or before April 15th of the current year.

Section B – Leave of Absence for Two Years

A leave of absence of up to two (2) years without pay, increment, or other benefits during absence shall be granted to any Teacher not eligible for sabbatical leave for purposes of engaging in study or for work programs related to professional responsibilities. Application must be made to the Superintendent-Director for approval, and the Superintendent-Director's decision shall be final.

Except in the event of extenuating circumstances beyond the Teacher's control, Teachers on such leave who intend to return to service in the District at the beginning of the ensuing school year shall notify the Superintendent-Director in writing of such intent on or before April 15th of the current year.

Section C – Pregnancy

A Teacher who becomes pregnant may continue at her assigned position dependent upon her physical condition and ability to perform her usually assigned duties without danger to herself or impairment in standards in her professional responsibilities. Such Teacher shall notify the Superintendent-Director of her condition as soon as possible and of her intention with regard to leave without pay. In any event, notice of her intention shall be given at least two (2) months prior to the date any leave is to commence.

The Superintendent-Director may require the Teacher to submit adequate medical evidence of her ability to perform her usually assigned duties without possibility of harm to herself or impairment of her professional responsibilities. Unless sooner terminated, maternity leave shall end one year after the September first following the birth of the child. The Teacher may request earlier reinstatement which may be granted at the discretion of the Superintendent-Director.

A Teacher on maternity leave, upon written request, shall be entitled to utilize accrued allowable absent days subject to the following conditions:

1. Accrued allowable absent days may only be used for that portion of the maternity leave during which the Teacher was physically disabled from working.
2. The Teacher must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued allowable absent days. Payment of allowable absent days shall be made on the days on which the Teacher would have been paid had she been working.

Upon returning from maternity leave, the Teacher shall be assigned to the same position she had when her leave commenced, if available, or to a position as closely related thereto as possible. If the Teacher served ninety (90) days or more in the year her leave commenced, she shall be placed on the next higher step of the salary schedule upon her return

Section D – Childrearing Leave

A Teacher will be granted a leave of absence without pay, increment, or other benefits for the purpose of childrearing. Such leave will commence at the arrival of the natural or adoptive child and shall terminate on the date of commencement of that school year which is not more than eighteen (18) months from the date of arrival of such child. The arrangements and term of such leave must be agreed to in advance by the Superintendent-Director.

Except in the event of extenuating circumstances beyond the Teacher's control, Teachers on such leave who intend to return to service in the District at the beginning of the ensuing school year shall notify the Superintendent-Director in writing of such intent on or before April 15th of the current year.

Section E – Military Service

The Committee agrees that it shall comply with the provisions of Chapter 33 of the General Laws of the Commonwealth Massachusetts as it applies to personnel who shall be involved with military service which results in absence from school. In order to be eligible for compensation of military leave, the Teacher must confirm in writing in a form satisfactory to the Superintendent-Director that such leave could not be taken other than during the school year.

Section F – Leave of Absence

All Teachers who desire to utilize a leave of absence with pay under Article X, or a leave of absence without pay under Article XI, shall use their best efforts to commence such leave at the beginning of school in September and terminate such leave at the end of school in June. The Superintendent-Director shall have the authority to require such leaves to commence and terminate at such times if in his/her discretion it is reasonable in the circumstances to so require.

Section G – Family Medical Leave Act

The Committee and the Association agree that the terms and conditions of this Agreement shall be in compliance with the Family Medical Leave Act of 1993, as amended from time to time.

In addition, the Committee and the Association agree that this Agreement shall be in compliance with the Massachusetts Parental Leave Act.

The Committee and Association agree that all of the terms and provisions that are described in General Laws, Chapter 149, Section 52D and General Laws, Chapter 149, Section 105D as amended from time to time shall apply equally to all members of the bargaining unit and that all members of the Bargaining Unit shall be entitled to all rights and benefits described therein.

The Committee and the Association agree that when applying the terms and conditions of the Family Medical Leave Act and the Massachusetts Parental Leave Act, the terms and conditions of the Family Medical Leave Act and the terms and conditions of the Massachusetts Parental Leave Act shall be applied first and concurrent with the terms and conditions of this Agreement.

ARTICLE XII SABBATICAL LEAVE

Section A

Any Teacher who has served in the District for at least seven consecutive years may, upon approval of the Superintendent-Director, be granted sabbatical leave not exceeding one (1) year for advanced study in an area of particular advantage to the overall educational program of the District.

Section B

Applications for sabbatical leave must be submitted prior to April 15, for leave beginning at the commencement of the ensuing school year. The applicant will be notified no later than May 15 of a decision in the matter. Each application must include a proposed plan of study, a statement of the applicant's professional purpose, and the expected value to the District.

Section C

Not more than 1% of the Teaching staff may be on sabbatical leave at any one time.

Section D

A Teacher on sabbatical leave shall receive compensation in addition to any scholarships, fellowships, or other funds up to full salary except that no more than 50% of the Teacher's salary shall be paid by the District. The Teacher shall retain seniority and shall accrue all benefits including step placement as though serving in the District.

Section E

Prior to the granting of a sabbatical leave, a Teacher shall enter written agreement with the Committee that upon termination of such leave the said Teacher will return to service in the District for a period equal to twice the length of such leave. In default of completing such service, the Teacher shall refund to the District an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered, provided, however, that in the event of illness, disability, discharge, or death the said refund may be waived at the discretion of the Superintendent-Director.

ARTICLE XIII

ASSIGNMENTS AND TRANSFERS

Section A

Teachers will be notified in writing by the close of school in June, whenever practicable, but not later than August 15, of any change in their program or assignment for the ensuing school year, including changes in the grade or subject they will teach. In response to unforeseen instructional needs such as a teacher's leave of absence beyond 4 days, or unanticipated scheduling issues such as the necessity to reduce class size of current courses to benefit student learning, administration may reassign teachers on administrative duties to teach such classes. Teachers whose assignments are changed after August 15th will not be formally observed for a three (3) month period. Administrators still reserve the right to do informal walk-through observations without any formal evaluation of the teacher for that duration.

Section B

The Superintendent-Director may require Teachers to teach outside the limits of their licensure provided that if such assignment shall exceed one (1) school year, the Superintendent-Director shall so advise the President of the Association in order that the Teacher, the Association, and the Administration may meet to discuss the impact of such assignment on the affected individual.

Section C

Teachers who desire a change in the nature of their assignment may request a transfer to a different grade or subject area. Such requests shall be made to the Administration in writing and an answer in writing shall be provided within a reasonable time. The decision of the Administration shall be final, except that when there is more than one (1) Teacher covered by this Agreement having the same qualifications and licensure requesting a transfer for the same position, the Teacher with the longest service in the District will be considered first for the transfer.

Section D

The President of the Association will receive notice of all interdepartmental changes in Teacher assignments no less than one (1) week prior to the commencement of the school year. No other notices of such changes are required.

It is agreed that in compliance with DESE Regulations on licensure, teachers may be assigned to teach no more than twenty (20%) per cent of their teaching assignments in area(s) where licensure is required that the teacher does not possess. The percentage of educator evaluation assessment components of teachers teaching out of their area of licensure shall not exceed the percentage of those assignments as it related to the overall teacher schedule.

Section E

The Committee agrees to offer, when available, grant funding in the form of stipends to teachers for the creation of new course curriculum only. The applicable stipend shall not be less than \$600.00 and shall be payable at the time of the acceptance of the completed curriculum by the coordinator. Updating of existing course curriculum **shall not** be subject to the provisions of this Section. The absence of grant funding does not prevent the development of new course curriculum by teachers.

ARTICLE XIV VACANCIES AND PROMOTIONS

Section A

Written notice of all vacancies in the District shall be posted on a bulletin board in the main office and a copy of such notice shall be mailed or delivered to the President of the Association. Teachers who wish to receive individual notice of professional vacancies which may occur after the end of the school year shall leave with the Superintendent-Director a supply of self-addressed, stamped envelopes prior to the end of the school year in June.

Written notice of such vacancies as they occur will be given to said Teachers as directed. The said notice shall be given as soon as possible after the vacancy occurs.

Section B

Such notices shall include a statement of minimum qualifications, salary range, and the date before which candidates must apply. For lead teacher and coordinator postings only, the job description shall also be posted.

Section C

In addition to the giving of written notice in the manner indicated above, the Superintendent-Director may give notice of vacancies in such positions and seek applicants in such other ways as he/she considers necessary. In filling vacancies, the Superintendent-Director will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the Superintendent-Director, the qualifications of applicants are substantially equal, preference will be given to Unit Members.

ARTICLE XV
PROTECTION AND INDEMNIFICATION

Section A

Teachers shall be indemnified to the extent of insurance obtained for said purpose in accordance with the provisions of Massachusetts General Laws, Chapter 258, Section 9.

Section B

In cases involving assault upon a Teacher, the Committee shall render all reasonable assistance to the Teacher in connection with any investigation made by any law enforcement officials and in any court action that may result from said incident.

Section C

Whenever a Teacher is absent from school as a result of personal injury for which compensation may be paid under the Massachusetts Workmen's Compensation Laws, the Teacher may elect to charge all or part of such absence to accumulated allowable absent days, in which event the Teacher shall receive the payment to which the Teacher is entitled as allowable absence days less the amount of any Workman's Compensation award made for temporary disability due to said injury for any period for which the allowable absent day payments are made. Such compensation shall be limited to one (1) year.

ARTICLE XVI TEACHER EVALUATION

1) **Purpose of Educator Evaluation**

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

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator / Specialized Instructional Support Personnel (SISP):** Educators who teach or counsel individual or small groups of students through, but not limited to, consultation with the regular classroom teacher, for example, school nurses, guidance counselors, cooperative education, psychologist, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and

additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload/sisp educators, unless otherwise noted.
- G) **Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
 - P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
 - Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 - R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the school committee for the Keefe Technical High School and the Keefe Technical High School Educators Association covered by this agreement for purposes of collective bargaining
- U) **Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student

learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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

3) **Evidence Used In Evaluation**

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

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

Questions – examine specialized roles as examine – student data measures

- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

As long as sentence means Evaluator can complete an announced observation when he/she chooses

- iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked

to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

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

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

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

4) **Rubric:** The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

5) **Evaluation Cycle: Training**

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

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator’s own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
 - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
 - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

- ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan, which must include at least two unannounced observations.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
 - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator’s mailbox or mailed to the Educator’s home.
 - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

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

12) **Evaluation Cycle: Formative Assessment**

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

- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than four weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) A copy of the signed Formative Evaluation report shall be filed in the Educator's personnel file.
- H) The Educator shall sign the Formative Evaluation report 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.
- I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator on or before the last ten school days.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
 - i) Any rating of Unsatisfactory on a standard means a non-proficient overall rating. Any rating of Unsatisfactory on an element within the standard means the standard is Unsatisfactory.
 - ii) No more than 1 element in each standard may be rated Needs Improvement to achieve a Proficient rating in that standard;
 - iii) Each element rated Needs Improvement must become a specific goal for the following year;
 - iv) Given Standard I and II are rated Proficient, either standard III or IV may be rated Needs Improvement, as long as the remaining standard is rated Proficient.
 - v) Consecutive summative ratings of Needs Improvement in the same standard require a directed growth plan to address the Needs Improvement rating.
 - vi) A rating of Unsatisfactory on Standard I or II means an overall rating of Unsatisfactory
 - vii) A rating of Unsatisfactory on either Standard III or Standard IV results in an overall rating of Needs Improvement.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided

to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home on or before the last ten school days.
- J) The Evaluator shall meet with the Educator to discuss the summative evaluation. The meeting shall occur on or before the last ten school days.
- K) 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.
- L) The Educator shall sign the final Summative Evaluation report within 5 school days of receipt. 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.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

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

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

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

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

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

19) **Educator Plans: Improvement Plan**

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

- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator. This process and progress will be monitored by the principal.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

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

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

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

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	On or before the last ten school days of <i>Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	On or before the last ten school days of <i>Year 1</i>
Evaluator completes Summative Evaluation Report	On or before the last ten school days of <i>Year 2</i>
Evaluator conducts Summative Evaluation Meeting, if any	On or before the last ten school days of <i>Year 2</i>
Evaluator and Educator sign Summative Evaluation Report	within 5 school days of receipt

B) Educators on Plans of Less than One Year

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

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 Educator 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. 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 from time-to-time and recommend adjustments to the parties.

- F) The parties agree this agreement may be reopened at the request of either party to negotiate changes arising out of regulation 603 CMR 35.00 or specifications by the Massachusetts DESE pertaining to educator evaluations.
- G) Violations of this article as to process and not to the substance of the evaluation are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
- H) The evaluation process set forth in this Article shall not apply to assignments such as advisors and coaches for which no educator license is required.

ARTICLE XVII

PERSONNEL RECORDS

Section A

Teachers upon request to the Superintendent-Director or designee will have the right to review and make copies of all personnel records concerning them or their work maintained by the Committee or any agent thereof. A Teacher may have a representative of the Association accompany them during such reviews.

Section B

No material or written complaint derogatory to a Teacher's conduct, service, character, or personality will be placed in a personnel file unless the Teacher has had an opportunity to review such material and to sign the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written response to such material and such response shall be reviewed by the Superintendent-Director and attached to the file copy.

Section C

Any complaints regarding a Teacher submitted in writing by anyone to the Administration shall be called to the attention of the Teacher within two (2) business days of receipt of the communication by the appropriate administrator, unless doing so would interfere with an investigation of a serious or potentially criminal act.

Section D

At the time of severance from the District, a Teacher will have the right to indicate those documents or other records which the Teacher believes to be obsolete or otherwise inappropriate for retention. Said records will be reviewed by the Superintendent-Director, and if the Superintendent-Director concurs, the said records so designated will be turned over to the Teacher making the request.

The Association and the District agree that all records will be kept in compliance with the records retention schedule promulgated by the Supervisor of Public Records of the Commonwealth of Massachusetts.

Section E

The Superintendent-Director or designee shall take all steps necessary to insure that all records relating to Teachers are complete and accurate insofar as possible.

ARTICLE XVIII
CLASS SIZE

The Committee recognizes the undesirability of excessive class size and will do everything in its power to insure that class sizes shall be reasonable and appropriate.

ARTICLE XIX

REDUCTIONS IN STAFF

Section A

1. Pursuant to General Laws, Chapter 71, Section 42, in the event of a layoff of one or more Teachers, a Teacher with professional Teacher status under General Laws, Chapter 71, Section 41 shall not be laid off if there is a Teacher without such status whose position the Teacher with professional Teacher status is qualified to fill.

2. In the event a reduction in the number of Teachers in a discipline is necessary or occurs, the least qualified Teacher in the discipline in which the layoff is to occur will be affected (displaced) with primary consideration of the best interests of the District's students. For the purposes of this Article, within a discipline, teachers with an overall rating of exemplary or proficient on their most recent summative evaluation shall be deemed equally qualified, and shall be considered more qualified than teachers with an overall rating of needs improvement, who, in turn, shall be considered more qualified than teachers with an overall rating of unsatisfactory. If two (or more) teachers are considered equally qualified, the least senior teacher(s) shall be displaced based on seniority; provided a teacher who obtains professional teacher status in less than three (3) consecutive years shall be deemed less senior than teachers who obtain professional teacher status in three (3) consecutive years until the teacher has completed three (3) consecutive years of employment with the District.

The Teacher being displaced may displace the least senior equally qualified teacher in another discipline, provided the displaced teacher is senior to the least senior equally qualified teacher then being displaced in another discipline and has been issued a professional teachers license to teach in the discipline in which the teacher is seeking to displace into at the time of the layoff and has taught successfully in the discipline in which the teacher is seeking to displace into for one (1) school year within the last three (3) years in the District.

In the event that the license of the teacher who is initially being displaced is not identical to the license required to teach in the discipline in which he or she is requesting to displace another teacher in, then the Superintendent may rely upon the interpretation of the DESE to determine if the teacher is licensed to teach in the discipline in which the initially displaced teacher is seeking to displace another teacher in. The Superintendent shall request a written opinion from DESE as to the license required to teach in the discipline affected.

3. If unable to displace in accordance with subparagraph 2 above, a Teacher may displace the least senior equally qualified Teacher in a discipline for which the Teacher has been issued a professional teachers license or professional vocational technical education teachers license to teach in, if the teacher being displaced in the discipline in which the layoff is to occur, has completed two (2) 3-credit courses in that discipline which he or she is seeking to displace another teacher from prior to the June first preceding the next school year and takes one (1) 3-credit course in that same discipline during the ensuing school year. The words "June first preceding the next school year" means the June first of the school year immediately before the school year when the layoff is to take effect. The words "ensuing school year" means the school year which commences immediately following the layoff. To qualify for the purpose

contained in this subparagraph, course approval must be obtained in advance from the Administration. For the purposes of this subparagraph, these courses will be valid for two (2) years following receipt by the Administration of a certified copy of the transcript from the institution where the pre-approved three (3) credit course or courses were completed. The one (1) 3- credit course during the ensuing school year shall be completed before the end of the school year during which the course is being taken.

4. Teachers who are to be laid off due to the reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect, where practicable and possible.
5. The Committee agrees to provide the Association, in order to discharge its obligation as the exclusive bargaining agent, all information to which it is entitled as the collective bargaining representative (agent) for the purpose of determining whether or not there has been compliance with the layoff procedure.
6. Seniority for members of the bargaining unit defined in the recognition clause of this Agreement shall be determined from the Seniority List as described in Article VI., Section B-5 of this Agreement.
7. In the case of length of continuous service in this bargaining unit that is the same, the order of seniority shall be determined by the drawing of lots.
8. For purposes of this article, the word “discipline” shall be synonymous with the area of licensure and include the following: All Academic Disciplines and all Vocational Technical Education Disciplines listed in this paragraph and all Academic Disciplines and Vocational Technical Disciplines which may be added by the District after the date of the execution of this Agreement; and including but not limited to: English/English Language Arts, Mathematics, Science, History/Social Studies, ELL, Special Education, School Nurse, Foreign languages Guidance, Physical Education, JET Program, Automotive, Culinary Arts, Cosmetology, Graphic Arts, Visual Design, Electrical, Metals, Horticulture, Programming and Web Design, Health Careers, Carpentry, Early Childhood, Information Technology, Plumbing, Legal Protective Services, and Dental Assisting.

Section B – Teacher Recall Procedure

1. Recall means the right of a Teacher with professional status to return to a position in the discipline (as set forth in the attachment) from which the Teacher was laid off.
2. Any Teacher with professional Teacher status who is laid off pursuant to this article shall have a right to be recalled during the first thirty (30) months of his/her layoff to any vacancy in the discipline from which he/she was laid off and to which he/she is qualified and certified to fill on a last-out first-in basis, provided the Teacher delivers to the Superintendent-Director evidence satisfactory to the Superintendent-Director of maintenance of skills and licensure during such layoff period.
3. A Teacher with professional Teacher status who is on recall status after a layoff shall retain the privileges and benefits of professional employment accumulated at the time of layoff.

Contractual benefits including advancement on step shall not further accumulate during the recall period.

Section C – Recall to Other Disciplines

1. When a vacancy occurs which cannot be filled in accordance with Article XIX, Section B-2, Teachers with professional Teacher status shall be eligible for other positions for which they are licensed. No new employee will be hired until every eligible Teacher on the recall list has been given the opportunity to apply.
2. The following criteria will be applied in determining which of the licensed applicants will be considered for positions in disciplines other than the discipline from which the applicant was laid off:
 - a. Areas of Competence
 - (1) Three (3) years of actual experience in the area in which the positions is available.
 - (2) Two (2) years of actual experience within the previous five (5) years in the area in which the position is available.
 - b. Length of Service
 - (1) Length of continuous permanent service in the District.
 - (2) Length of service in the District.
 - c. Major/Minor Field of Study (graduate or undergraduate)
 - (1) Major field of Study
 - (2) Minor field of Study
 - (3) Other fields
 - d. Contributions to the District beyond Classroom Teaching
 - (1) This does not include activities for which a Teacher receives monetary compensation
 - (2) Contributions considered will be made during the school year (September to June) only.
 - (3) Requests to contribute, which have not been accepted, shall be considered.
 - e. Quality of Teaching Performance
 - (1) Past evaluations which are in a Teacher's personnel file.
3. The Personnel Department will notify each licensed former Teacher on the recall list by mail that a vacancy exists.
 - a. Those interested must express their interest in writing within a fourteen (14) day calendar period from the date of the notification.

- b. If the Superintendent-Director determines that no person on the recall list has the specific qualifications and licensure to fill a given vacancy and instead nominates a candidate from outside the recall list to fill a vacancy, the Association shall not have the right to grieve.

Section D

The Personnel Department shall maintain a complete list of all Teachers formerly under contract who are laid off. It is the responsibility of the Teacher to furnish current information and an updated resume when necessary.

1. This listing will include the former Teacher's:
 - a. Beginning and ending dates of continuous contracted services to the District.
 - b. Areas of licensure.
 - c. Complete description of professional experience.
 - d. Name, address, and telephone number.
2. The name of a Teacher with professional status shall be maintained on the recall list until the September of the first two (2) years after the date on which the layoff occurs.
3. Personnel on this list are encouraged to notify the Personnel Office if they no longer wish to be considered for recall.

Section E – Waiver of Hearing Rights

1. In order to best protect his/her rights under G.L. c.150E, the recall rights of a Teacher with professional Teacher status under Article XIX of this Agreement are contingent on the signing by a Teacher with professional Teacher status a written waiver by June 10 of his/her statutory hearing rights under G.L.c.71, Section 42 . For any Teacher signing the waiver as provided above, the termination shall be to effectuate a layoff, including recall rights, under Article XIX of the Collective Bargaining Agreement as amended, said dismissal to be effective at the end of the recall period unless earlier recalled; for a Teacher with professional Teacher status not signing the waiver in a timely manner, the termination shall be effective at the end of the current school year (with no attendant layoff / recall rights under the Agreement). Signing such a waiver does not prevent a Teacher from grieving the method of selection of layoff under Article XIX. In the event of recall, the initially signed waiver is null and void for any subsequent termination of the employment. A copy of the waiver will be found in Appendix C.
2. The notice of termination to effectuate a layoff (as specified in Paragraph E.1 above) shall be treated as a vote to place the laid off Teacher on an involuntary leave of absence without pay for the period specified in Article XIX, Section B of this Agreement during which recall period the laid off Teacher shall retain rights as a Teacher with professional Teacher status to the extent permitted by law and all applicable rights under this Agreement. Such Teacher shall be eligible to remain in the group health insurance plan to the extent permitted by law by paying the full monthly premium to the District Business Office. It is the intent of the Committee that Teachers who are placed on involuntary leave of absence status shall be eligible for unemployment compensation to the extent permitted by law.

3. If any provision or application of this Section of this Agreement shall be found contrary to law, statute, or valid regulation, 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 and the parties specifically further agree then to take all steps within their legal power to effectuate to the maximum extent possible in a legally permissible manner the object(s) and purpose(s) of this Agreement as set forth below:
 - a. To provide Teachers with professional Teacher status who are laid off with long term job security protections similar to professional Teacher status during their recall period and professional Teacher status after any recall.
 - b. To permit Teachers with professional status to be covered by applicable Collective Bargaining Agreement provisions during their recall period.
 - c. To effectuate a layoff process that will minimize if not avoid the uncertainty and resulting educational disruption to students of changing teachers during the school year and minimize if not avoid any back pay costs during a difficult financial year that might otherwise arise out of a court determination that the School Committee misinterpreted or misapplied any right or obligation or any other aspects of G.L.c.71, Section 42, or any other provisions of law relating to layoff of Teachers.

ARTICLE XX
POSITIONS IN SUMMER SCHOOL, AFTER-SCHOOL,
AND UNDER FEDERAL PROGRAMS AND OTHER ASSIGNMENTS

Section A

All openings for summer school, after school and evening school positions and for positions under Federal programs, will be adequately publicized by the Superintendent-Director 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.

Section B

All Teachers will be given adequate opportunity to make application for these positions in summer school, after school and evening school, and under Federal programs. The Superintendent-Director shall give consideration to the applicant's area of competence, field of study, quality of performance, length of service in the District, and previous experience in summer school, after school and evening school, or Federal programs conducted by the District and such other relevant factors as the Superintendent-Director deems appropriate.

Section C

All positions in summer school, after school and evening school, and under Federal programs, and other assignments not specifically addressed elsewhere in this Agreement, which shall be considered as part-time employment shall be excluded from the terms, provisions and undertakings of this Agreement insofar as may be permitted by applicable law since, although these provisions may be held as a part-time involvement by personnel covered under this Agreement, it shall be considered separate employment for the purpose of this Agreement insofar as may be permitted by applicable law.

The compensation for these positions commencing on and after FY 2015 (July 1, 2014) as Column A, Step 1 of the Teachers Salary Schedule, divided by 183 days and then divided again by six (6) hours per day, or as shall be otherwise posted with the job description for the position.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT

Section A– Tuition

During each year of this Agreement, the reimbursement for an approved undergraduate course and approved graduate course shall be based upon the cost of tuition and fees for a three (3) credit course at the University of Massachusetts, Boston in the year in which the course is taken.

Section B – Attendance at Conferences and Seminars

Those Teachers who are required to attend conferences or seminars during the summer to maintain their vocational licensure shall be compensated in accordance with the provisions of Article XXI, Section A, for costs of such attendance.

Such reimbursement shall be paid only if the Teacher has advised the Superintendent-Director in writing as to the manner in which the Teacher intends to satisfy such licensure requirement and the Superintendent-Director has given prior written approval thereto, which approval shall not be arbitrarily withheld.

Section C – Professional Development

1. Every Teacher shall be required to prepare a five-year, individual professional development plan (the “Individual Plan”). The Individual Plan shall describe how the Teacher will address the professional development categories set forth in the school-wide professional development plan (the “School Plan”) developed by the Professional Development Committee (the “PDC”). A copy of the Individual Plan will be found in Appendix D. The School Plan shall be included in the Teacher Handbook each year.

The Individual Plan must be presented to each Teacher’s immediate supervisor for initial approval prior to October 1st of such year, and upon receipt of such initial approval, to the Superintendent-Director for final approval. If not approved at the immediate supervisor’s level, the Teacher may appeal such disapproval to the Superintendent-Director. If not approved by the Superintendent-Director, the Teacher may appeal such disapproval to the PDC, the decision of which shall be final. A tie vote among the members of the PDC will be deemed to be a decision favorable to the Teacher. Training in preparation of a professional development plan will be included in the new staff orientation program.

Progress on the Individual Plan of each Teacher shall be assessed annually by the immediate supervisor and modification may be made to the Individual Plan at that time by mutual consent. Progress, or lack thereof, shall be noted on any evaluation instrument developed in accordance with this Agreement. It is understood that an individual Teacher’s goals and objectives may vary from time to time and it is, therefore, understood that a certain degree of flexibility in revising an Individual Plan is desirable and shall be accorded to each Teacher.

While it is understood that many activities undertaken in fulfillment of the Individual Plan might also meet the requirements of Section 38G of Chapter 71 of the General Laws relative to re-licensure, it is acknowledged that re-licensure is a separate process between the Teacher and the State. Whenever practicable and possible, however, the Superintendent-Director will

recommend that the appropriate number of professional development points be granted for activities undertaken to fulfill the requirements of this section. Furthermore, the requirements of this section will not numerically exceed those required by the State for re-licensure.

2. The PDC shall be forthwith established and shall consist of three administrators selected by the Superintendent-Director and three members selected by the Association. The administrative representatives shall be the Assistant Superintendent-Principal, the Academic Coordinator and the Vocational Coordinator. The Association representative shall be one academic Teacher, one vocational Teacher, and one member of the pupil personnel services staff.

The PDC shall elect from among its members a Chairperson. The Chairperson's duties shall include scheduling meetings, preparing agendas, and keeping a record of all action taken by the PDC. Following each meeting, the Chairperson shall forward, in a timely manner, a summary of all action taken by the PDC to the Superintendent-Director.

The duties of the PDC shall be as follows:

- a. To develop the School Plan consistent with the goals and objectives of the District, as well as with the State's Professional Development Plan. The School Plan will be submitted to the Superintendent-Director and to the School Council in accordance with Section 59C of Chapter 71 of the General Laws. The School Plan will be reviewed annually by the PDC and updated when necessary.
- b. To serve as an appeal committee if an Individual Plan is not approved by the Teacher's immediate supervisor and/or the Superintendent-Director. The PDC will review the Individual Plan and determine whether it is consistent with the School Plan and the needs of the Teacher as demonstrated in previous evaluations. If the PDC does not approve an Individual Plan, the Teacher must submit a new plan to the Teacher's immediate supervisor within thirty (30) days of the date of the meeting at which the Individual Plan was not approved by the PDC. A tie vote among the members of the PDC will be deemed to be a decision favorable to the Teacher.
- c. The agenda for each of the professional development days shall be established by the Professional Development Committee. Participation in the professional development program shall entitle Teachers to Professional Development Points on the basis of the criteria for the award of such points established by the Department of Education.

Section D – Professional Development Program

Due to the critical need for professional development to maintain and increase the standards of teaching in the District, the parties agree that professional development programs shall be conducted for the Teachers on two full days during each school year. Those days shall be devoted to professional development programs and shall constitute the 182nd and 183rd days of the work year for Teachers hereunder. The 181st day of the calendar shall be identified as opening day and the parties agree that professional development programs may be presented on that day provided said program and other opening day programs shall not extend past 11:00 AM.

In addition, on six days during the school year, a portion of the school day shall be devoted to professional development programs and/or department meetings and, in an accreditation year for accreditation-related work for Teachers. These sessions shall not take place on the first day of school or the last day of school. The date and time of partial non-instructional days shall be established by the administration and shall take place either as a late arrival for students or an early dismissal.

The designation of the above days shall be at the election of the Superintendent-Director and shall be considered as a meeting day under Article VII, C of the Agreement.

ARTICLE XXII LEAD TEACHERS

Section A

Subject to having received a proficient rating on the prior Summative evaluation rating, each person designated as Lead Teacher shall be paid a stipend of 1% of the minimum salary for a certified Teacher on the Teacher’s salary schedule (hereinafter referred to as the base pay) for each Teacher in the department including the lead Teacher. Lead Teachers shall be paid a stipend of 1/2% of the base pay for each teacher aide, teacher associate or teacher assistant in the department. In addition, Lead Teachers will be paid a percentage of the base pay by a factor representing the amount of contact and work resulting from such contact in dealing with people from outside the department. The percentage of base pay calculated from the factor representing the amount of contact and work resulting from such contact in dealing with people outside the department for each Lead Teacher is as set forth on the following schedule:

Automotive	3%	Electrical	3%
Carpentry	3%	Graphic Arts	3%
Cosmetology	3%	Plumbing	3%
Culinary Arts	3%	Early Childhood	3%
Health Careers	3%	Horticulture	3%

The Culinary Arts Teacher shall receive a stipend equal to 12% of the base salary and said stipend shall be fixed and not amended by any language of this Article.

The Lead Teacher stipend for all departments shall be no less than four and one half percent (4.5%) of the base pay nor more than twelve percent (12%) of the base pay.

The Lead Counselor shall be paid at a per diem rate based upon his/her yearly salary for the ten (10) days assigned to work by the Superintendent-Director in excess of 183 days. Any additional days worked by the Lead Counselor shall be voluntary and shall be paid at the “teacher hourly” rate which is identified as Column A of the then applicable Teachers Salary Schedule, Step 1, divided by 183 days and then divided by six (6) hours per day.

Section B –

It is agreed that lead Teachers or an Administrator approved designee will represent their department and attend two major recruitment events including the open house showcase and/or other family orientation event, and the senior awards night. It is also expected that CTE lead teachers will attend and coordinate the activities associated with two (2) program advisory board dinner meetings and one general advisory board dinner meeting as required by M.G.L., Chapter 74. It is further agreed that the District will post the lead teacher job description with the annual lead teacher job posting.

It is agreed that a lead teacher’s job description will be posted at the annual posting of extracurricular positions.

Section C- Special Education Lead Teachers

Effective during the first year of this Agreement, the Special Education Department shall have two (2) lead teachers with descriptions as follows:

Job Entry Training Program shall have a Lead teacher

Inclusion and Support Services shall have a Lead teacher

The stated Lead teacher compensation formula shall apply to both Lead teacher positions.

ARTICLE XXIII

ATHLETIC SALARY SCHEDULE

The minimum salary for coaching of athletics and for the athletic trainer will be determined by the following rating scheme:

Section A – Student Participation

Number of student participants is to be determined one (1) month after official beginning of student participation in the sport.

1. 10 or less
2. 11 to and including 20
3. 21 to and including 30
4. 31 to and including 40
5. 41 to and including 50
6. 51 and over

Section B – Responsibility

1. Only coach, assistant coach and JV coach
2. 2 Coaches – 1 head
3. 3 Coaches – 1 head
4. 4 Coaches – 1 head
5. More than 4 Coaches – 1 head

In the event a varsity level program drops to a junior varsity level such that the head coach of the varsity program becomes the coach of the junior varsity program, the coach shall continue to be considered the head coach for the purposes of the Responsibility and Student Participation factors.

Section C – Time Period per Sport

For the first two (2) years of a sport, the time period will be estimated by the Superintendent-Director. In succeeding years, the previous year's time period for each sport will be used to determine the current year's time period used for salary purposes.

1. 30 days or less
2. 31 to and including 35 days
3. 36 to and including 45 days
4. 46 to and including 55 days
5. 56 days and over

Section D – Public Interest

For the first two (2) years of a sport, the public interest in the particular sport activity will be determined by the Superintendent-Director in conference with the Assistant Superintendent-Principal and the Athletic/Intramural/Recreation Director. In succeeding years, public interest will be determined by previous year's experience. For purposes of determination of the compensation due to the athletic trainer, the athletic trainer shall be based on Level 3 of the Public Interest Chart. For the duration of this Agreement, public interest shall be as follows:

1. All Freshman Sports
2. Cross Country Assistant, JV Soccer, Wrestling Assistant, **JV** Baseball, **JV** Softball, Track and Field Assistant, Ice Hockey Assistant, JV Volleyball, Varsity Lacrosse Assistant
3. JV Football, **JV Basketball**, Varsity Cheerleading, Varsity Golf
4. Varsity Baseball, Varsity Softball, Varsity Track and Field, Varsity Football Assistant, Varsity Cross Country
5. Varsity Football, Varsity Basketball, Varsity Wrestling, Varsity Volleyball, Varsity Soccer.

Section E – Minimum Salary Calculation

(A + B + C + D) 0.8% of minimum salary for a certified Teacher on the Teachers’ salary schedule.

Increases in salary for coaching position will be determined on the basis of experience, performance, and proven ability. The following ratings are to be percentages of the salary calculated under the athletic coaching minimum salary rating scheme, and the resulting amount is to be added to the minimum coaches’ salary:

0	-	0%	3	-	24%
1	-	8%	4	-	32%
2	-	16%	5	-	40%

Section F – Minimum Salary Calculation

(Calculated minimum salary) + (Calculated minimum salary) (Rating Percent)

Section G – Evaluation of Coaches and Athletic/Intramural/Recreation Director

The evaluation procedure should promote the awareness of strengths and weaknesses of all coaches, the Athletic/Intramural/Recreation Director, trainer and other paid athletic personnel. It should be constructive, fair, and equitable. All coaches and the Athletic/Intramural/Recreation Director shall be given a copy of any written evaluation report prepared by the evaluator. A coach, trainer, and the Athletic/Intramural/Recreation Director shall have the right to submit a written response to any evaluation report.

1. Procedure

- a. The Athletic/Intramural/Recreation Director will evaluate all coaches and the trainer and shall use information obtained from head coaches upon the forms prepared therefore in the evaluation procedure.
- b. The Athletic/Intramural/Recreation Director will meet with each coach to review the evaluation so prepared.
- c. Each head coach will submit to the Assistant Superintendent-Principal a written evaluation of the Athletic/Intramural/Recreation Director upon the forms prepared therefore in the evaluation procedure. The Assistant Superintendent-Principal shall then

prepare a written evaluation of the Athletic/Intramural/Recreation Director based upon the information provided and the observations of the Assistant Superintendent-Principal.

d. Each of the above three (3) steps shall be concluded within fifteen (15) days of the close of the applicable sport season.

e. A copy of the evaluation forms will be found in Appendix E and will be available at the office of the Assistant Superintendent-Principal.

2. Evaluation Records

All evaluation reports and evaluation forms submitted by the Athletic/Intramural/Recreation Director or the Assistant Superintendent-Principal shall be maintained in the personnel file of the respective coach, trainer or Athletic/Intramural/Recreation Director and access to such file shall be in accordance with the provisions of this Agreement.

ARTICLE XXIV EXTRACURRICULAR ACTIVITIES

There shall be the following extracurricular activities with the compensation designated for each position:

During the term of this Agreement, all stipends, except Athletic/Intramural/Recreation Director shall be as set forth in Article XXIV.

Compensation for Extracurricular Activities, including the Athletic/Intramural/Recreation Director, shall be increased by the same percentage increase as the Teachers Salary Schedule during the term of this Agreement.

The Principal is responsible for the quality of all extracurricular activities. It is recognized in this Agreement that the Principal and the Superintendent –Director have the authority to discontinue any activity at any time during a year for inadequate student enrollment or other student activity quality issues. The Principal and/or his staff will communicate to all advisors at the beginning of each year student enrollment and student activity expectations. If these expectations are not maintained then cancellation of the activity may occur. If the activity is cancelled for the balance of the year, activity advisors will be compensated on a pro-rata salary on days worked.

It is agreed that teachers serving as paid parking monitors and other paid student supervision monitors may be replaced by the Principal or the Superintendent –Director in any year of this Agreement and at any time during the school year. The reasons for said dismissal may include excessive absences, inadequate supervision and the like. The Principal and/or his designee shall annually communicate to the monitors the supervision expectations. In such instances, the dismissed monitor shall be compensated on a pro-rated salary based on days worked.

There shall be a year-end report on or before the date of the final meeting, that is prepared by advisors documenting events and student participation in their activity. This report is to be submitted to the Principal and is required before year end stipend is approved.

The Athletic/Intramural/Recreation Director shall be an eleven (11) month contractual position and the stipend as listed below. For the remainder of the term of this Agreement, the stipend for this position shall be adjusted by the COLA for teachers' salaries. The job description for the Athletic/Intramural/Recreation Director position shall be provided at the time of posting of the position. If the job description for this position changes, then the stipend for the position shall be negotiated between the Committee and the Association in accordance with the Negotiation Procedure in this Agreement.

EXTRACURRICULAR ACTIVITIES

	<u>Stipend is per Advisory Position</u>		
	<u>FY20 (2%)</u>	<u>FY21 (2.25%)</u>	<u>FY22 (2.25%)</u>
ACF Advisor	\$1,687.47	\$1,725.43	\$1,764.26
Alumni Advisor	\$996.24	\$1,018.65	\$1,041.57
Art Club	\$1,384.85	\$1,416.00	\$1,447.86
Athletic/Intramural/Recreation Director	\$23,842.16	\$24,378.61	\$24,927.13
Band Club Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Parking Lot Monitor	\$1,384.85	\$1,416.00	\$1,447.86
Bus Dispatcher: Gym End	\$1,384.85	\$1,416.00	\$1,447.86
Bus Dispatcher: East Side Room End	\$1,384.85	\$1,416.00	\$1,447.86
Business Professionals of America (2)	\$1,964.98	\$2,009.19	\$2,054.40
Chess Club Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Chorus Club Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Class Advisor 9	\$2,158.49	\$2,207.06	\$2,256.72
Class Advisor 10	\$2,158.49	\$2,207.06	\$2,256.72
Class Advisor 11	\$2,436.60	\$2,491.42	\$2,547.48
Class Advisor 12	\$2,436.60	\$2,491.42	\$2,547.48
Dance Club	\$1,766.37	\$1,806.11	\$1,846.75
Drama Club (2)	\$2,322.54	\$2,374.79	\$2,428.23
ELL Coordinator	\$2,500.00	\$2,556.25	\$2,613.77
Engineering Club	\$1,384.85	\$1,416.00	\$1,447.86
Future Farmers of America - FFA	\$1,687.48	\$1,725.45	\$1,764.27
Gay/Straight Alliance	\$1,384.85	\$1,416.00	\$1,447.86
History Club Advisor	\$1,384.88	\$1,416.04	\$1,447.90
House Building Project	\$1,499.05	\$1,532.78	\$1,567.27
Literary Magazine Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Mentors	\$866.88	\$886.38	\$906.33
National Honor Society Advisor	\$1,384.84	\$1,416.00	\$1,447.86
National Technical Honor Society Advisor	\$1,384.84	\$1,416.00	\$1,447.86
Project Adventure Advisors (2)	\$1,384.85	\$1,416.00	\$1,447.86
SAAD Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Safety Coordinator	\$2,159.67	\$2,208.27	\$2,257.95
Scholar's Program Advisor	\$1,384.85	\$1,416.00	\$1,447.86
School Newspaper Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Skills USA Advisors (2)	\$1,965.57	\$2,009.80	\$2,055.02
STEM Advisor	\$1,384.85	\$1,416.00	\$1,447.86
Student Council Advisor (2)	\$2,050.34	\$2,096.48	\$2,143.65
Student Leadership Academy (2)	\$1,662.92	\$1,700.34	\$1,738.60
Toastmasters (2)	\$883.17	\$903.05	\$923.36
Yearbook Advisor: Production	\$1,800.93	\$1,841.45	\$1,882.89
Yearbook Advisor: Business	\$1,662.92	\$1,700.34	\$1,738.60
Walking Club	\$1,384.84	\$1,416.00	\$1,447.86
<hr/>			
<u>Additions:</u>			
CTE Overnight Chaperones per event ¹	\$212.24	\$217.02	\$221.90

¹For overnight field trips of three (3) nights or more, if any of the time frame of the chaperone duty is during a time that is not a contractual workday, the stipend will be doubled.

The District retains the right to determine which positions may or may not be filled, and whether a new position is required. The District acknowledges that it will bargain over the stipend in the event a new position is created.

ARTICLE XXV
SUFFICIENCY OF APPROPRIATIONS

All items in this Agreement requiring the expenditure of funds by the District shall be subject to the sufficiency of appropriation therefore by the District towns and absent such appropriation, such items shall not be binding upon the District. The Committee agrees to certify to each member town a budget which includes the total number of dollars required to fund the Agreement. The Committee agrees to take all reasonable action to obtain such approval of said budget at the respective town meetings. In the event the budget is not appropriated by the District towns, the Committee and the Association shall enter into negotiations to attempt to eliminate the deficiency in appropriations.

ARTICLE XXVI
SOUTH MIDDLESEX REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
TEACHER SALARY SCHEDULE

Fiscal Year 2020 (Effective September 1, 2019)

The Association and the Committee agree that during the first year of the Agreement, effective September 1, 2019 (FY 2020), the salary schedule for teachers and nurse shall be as set forth in Appendix A. The salary schedules, except for the Supermax Steps, for teachers and nurse, shall increase by two (2%) percent during the first year of the Agreement effective September 1, 2019 (FY2020).

Fiscal Year 2021 (Effective September 1, 2020)

The Association and the Committee agree that during the second year of the Agreement, effective September 1, 2020 (FY 2021), the salary schedule, for teachers and nurse, shall be as set forth in Appendix A. The salary schedules, except for the Supermax Steps, for teachers and nurse shall increase by two and one-quarter (2.25%) percent during the second year of this Agreement, effective September 1, 2020 (FY 2021).

Fiscal Year 2022 (Effective September 1, 2021)

The Association and the Committee agree that during the third year of this Agreement, effective September 1, 2021 (FY 2022), the salary schedule for the teachers and nurse shall be as set forth in Appendix A. The salary schedules, except for the Supermax Steps, for teachers and nurse shall increase by two and one-quarter (2.25%) percent during the third year of this Agreement, effective September 1, 2021 (FY2022).

During each year of this Agreement, each teacher who was employed by the District during the previous year's assessment, shall receive an additional one time payout of \$250.00 for achieving a status for Massachusetts' New Accountability Measures and based on the District Classification of either "Meeting Targets" or "School of Recognition." This payout shall be paid to each teacher entitled to receive the payout in addition to the salary payment installment for the first December salary payment installment for each year of this Agreement that Level One (1) status is achieved. The payouts described to any such Teacher entitled to receive the payout shall not be included or added to any Teacher or other salary schedule and shall not be paid or due to be paid at any other time during the duration of this Agreement and shall not be used to calculate any salary, stipend or benefits due to be paid under the terms and provisions of this Agreement.

The Teachers salary schedules for each of the three (3) years of this Agreement are set forth in Appendix A of the Agreement.

The Nurse's Salary Schedule for each of the three (3) years of this Agreement is set forth in Appendix A of the Agreement.

**ARTICLE XXVII
DURATION**

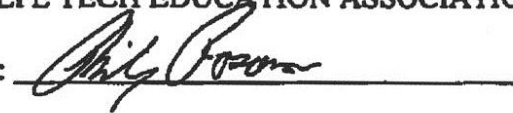
The provisions of this Agreement shall become effective as of July 1, 2019 and shall continue and remain in full force and effect until June 30, 2022. Not later than December 31, 2021, the parties to this Agreement shall enter into negotiations for a contract to take effect upon the expiration of this Agreement. Nothing shall prevent the parties, by mutual Agreement, from entering into negotiations prior to December 31, 2021.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed in their names and on their behalf by their duly authorized officers this day of 2019.

**SOUTH MIDDLESEX REGIONAL VOCATIONAL
TECHNICAL SCHOOL COMMITTEE**

BY:  _____

KEEFE TECH EDUCATION ASSOCIATION

BY:  _____

APPENDIX A

South Middlesex Regional Vocational Technical School District SCHOOL STAFF SALARY SCHEDULE - 2% Effective September 1, 2019 - FY20

	(A) Certified Teacher	(B) Bach+15 or Cert Voc+15	(C) Masters or Cert Voc+30	(D) Masters+15 or Cert Voc+Assoc or Voc+60	(E) Masters+30 or Cert Voc+Bach	(F) Masters+45 or Cert Voc+Bach+15	(G) Masters+60 or Cert Voc+Masters
Step 1	\$48,532.58	\$50,821.80	\$53,122.77	\$55,406.08	\$57,708.25	\$60,005.69	\$62,300.80
Step 2	\$51,472.97	\$53,764.55	\$56,064.35	\$58,355.90	\$60,654.52	\$62,950.82	\$65,244.72
Step 3	\$54,413.39	\$56,715.55	\$59,007.11	\$61,298.66	\$63,603.18	\$65,890.03	\$68,191.02
Step 4	\$57,357.33	\$59,646.53	\$61,954.58	\$64,248.49	\$66,529.46	\$68,833.99	\$71,127.88
Step 5	\$60,298.91	\$62,590.46	\$64,893.83	\$67,185.38	\$69,480.46	\$71,779.10	\$74,072.99
Step 6	\$63,419.49	\$65,729.88	\$68,024.98	\$70,325.96	\$72,630.48	\$74,929.11	\$77,239.51
Step 7	\$66,809.73	\$69,123.66	\$71,448.20	\$73,768.03	\$76,083.13	\$78,399.42	\$80,713.34
Step 8	\$69,779.57	\$72,091.14	\$74,412.15	\$76,735.50	\$79,042.37	\$81,361.01	\$83,685.55
Step 9	\$72,750.60	\$75,063.35	\$77,380.81	\$79,699.46	\$82,022.82	\$84,329.67	\$86,653.05
Step 10	\$79,539.30	\$81,968.65	\$84,405.06	\$86,846.18	\$89,277.85	\$91,717.79	\$94,151.83
Step 11	\$80,334.70	\$82,788.33	\$85,249.10	\$87,714.63	\$90,170.63	\$92,634.98	\$95,093.36

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX A

**South Middlesex Regional Vocational Technical School District
SCHOOL STAFF SALARY SCHEDULE – 2.25%
Effective September 1, 2020 - FY21**

	(A) Certified Teacher	(B) Bach+15 or Cert Voc+15	(C) Masters or Cert Voc+30	(D) Masters+15 or Cert Voc+Assoc or Voc+60	(E) Masters+30 or Cert Voc+Bach	(F) Masters+45 or Cert Voc+Bach+15	(G) Masters+60 or Cert Voc+Masters
Step 1	\$49,624.56	\$51,965.29	\$54,318.03	\$56,652.72	\$59,006.69	\$61,355.82	\$63,702.57
Step 2	\$52,631.11	\$54,974.25	\$57,325.80	\$59,668.91	\$62,019.25	\$64,367.21	\$66,712.73
Step 3	\$55,637.69	\$57,991.65	\$60,334.77	\$62,677.88	\$65,034.25	\$67,372.56	\$69,725.32
Step 4	\$58,647.87	\$60,988.58	\$63,348.56	\$65,694.08	\$68,026.37	\$70,382.75	\$72,728.26
Step 5	\$61,655.64	\$63,998.75	\$66,353.94	\$68,697.05	\$71,043.77	\$73,394.13	\$75,739.63
Step 6	\$64,846.43	\$67,208.80	\$69,555.54	\$71,908.29	\$74,264.67	\$76,615.01	\$78,977.40
Step 7	\$68,312.95	\$70,678.94	\$73,055.78	\$75,427.81	\$77,795.00	\$80,163.41	\$82,529.39
Step 8	\$71,349.61	\$73,713.19	\$76,086.42	\$78,462.05	\$80,820.82	\$83,191.63	\$85,568.47
Step 9	\$74,387.49	\$76,752.28	\$79,121.88	\$81,492.70	\$83,868.33	\$86,227.09	\$88,602.74
Step 10	\$81,328.93	\$83,812.94	\$86,304.17	\$88,800.22	\$91,286.60	\$93,781.44	\$96,270.25
Step 11	\$82,142.23	\$84,651.07	\$87,167.20	\$89,688.21	\$92,199.47	\$94,719.27	\$97,232.96

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX A

**South Middlesex Regional Vocational Technical School District
SCHOOL STAFF SALARY SCHEDULE - 2.25%
Effective September 1, 2021 - FY22**

	(A) Certified Teacher	(B) Bach+15 or Cert Voc+15	(C) Masters or Cert Voc+30	(D) Masters+15 or Cert Voc+Assoc or Voc+60	(E) Masters+30 or Cert Voc+Bach	(F) Masters+45 or Cert Voc+Bach+15	(G) Masters+60 or Cert Voc+Masters
Step 1	\$50,741.12	\$53,134.51	\$55,540.19	\$57,927.40	\$60,334.34	\$62,736.32	\$65,135.88
Step 2	\$53,815.31	\$56,211.17	\$58,615.63	\$61,011.46	\$63,414.68	\$65,815.48	\$68,213.76
Step 3	\$56,889.54	\$59,296.46	\$61,692.30	\$64,088.13	\$66,497.52	\$68,888.44	\$71,294.14
Step 4	\$59,967.45	\$62,360.82	\$64,773.90	\$67,172.20	\$69,556.97	\$71,966.37	\$74,364.64
Step 5	\$63,042.89	\$65,438.72	\$67,846.90	\$70,242.73	\$72,642.26	\$75,045.50	\$77,443.77
Step 6	\$66,305.47	\$68,721.00	\$71,120.54	\$73,526.23	\$75,935.62	\$78,338.85	\$80,754.39
Step 7	\$69,849.99	\$72,269.22	\$74,699.54	\$77,124.94	\$79,545.39	\$81,967.08	\$84,386.30
Step 8	\$72,954.98	\$75,371.74	\$77,798.37	\$80,227.44	\$82,639.29	\$85,063.44	\$87,493.77
Step 9	\$76,061.21	\$78,479.20	\$80,902.12	\$83,326.28	\$85,755.37	\$88,167.20	\$90,596.31
Step 10	\$83,158.84	\$85,698.74	\$88,246.02	\$90,798.22	\$93,340.55	\$95,891.52	\$98,436.33
Step 11	\$83,990.43	\$86,555.72	\$89,128.47	\$91,706.19	\$94,273.96	\$96,850.45	\$99,420.70

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX A

**South Middlesex Regional Vocational Technical School District
NURSES'S SALARY SCHEDULE - 2%
Effective September 1, 2019 - FY20**

	Certified	Bachelor's+15	Masters
Step 1	\$48,532.58	\$50,821.80	\$53,122.77
Step 2	\$51,472.97	\$53,764.55	\$56,064.35
Step 3	\$54,413.39	\$56,715.55	\$59,007.11
Step 4	\$57,357.33	\$59,646.53	\$61,954.58
Step 5	\$60,298.91	\$62,590.46	\$64,893.83
Step 6	\$63,419.49	\$65,729.88	\$68,024.98
Step 7	\$66,809.73	\$69,123.66	\$71,448.20
Step 8	\$73,173.35	\$75,544.97	\$77,927.21
Step 9	\$79,539.30	\$81,968.65	\$84,405.06
Step 10	\$80,334.70	\$82,788.33	\$85,249.10

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX A

**South Middlesex Regional Vocational Technical School District
NURSE'S STAFF SALARY SCHEDULE – 2.25%
Effective September 1, 2020 - FY21**

	Certified	Bachelor's+15	Masters
Step 1	\$49,624.56	\$51,965.29	\$54,318.03
Step 2	\$52,631.11	\$54,974.25	\$57,325.80
Step 3	\$55,637.69	\$57,991.65	\$60,334.77
Step 4	\$58,647.87	\$60,988.58	\$63,348.56
Step 5	\$61,655.64	\$63,998.75	\$66,353.94
Step 6	\$64,846.43	\$67,208.80	\$69,555.54
Step 7	\$68,312.95	\$70,678.94	\$73,055.78
Step 8	\$74,819.75	\$77,244.73	\$79,680.57
Step 9	\$81,328.93	\$83,812.94	\$86,304.17
Step 10	\$82,142.23	\$84,651.07	\$87,167.20

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX A

**South Middlesex Regional Vocational Technical School District
SCHOOL STAFF SALARY SCHEDULE - 2.25%
Effective September 1, 2021 - FY22**

	Certified	Bachelor's+15	Masters
Step 1	\$50,741.12	\$53,134.51	\$55,540.19
Step 2	\$53,815.31	\$56,211.17	\$58,615.63
Step 3	\$56,889.54	\$59,296.46	\$61,692.30
Step 4	\$59,967.45	\$62,360.82	\$64,773.90
Step 5	\$63,042.89	\$65,438.72	\$67,846.90
Step 6	\$66,305.47	\$68,721.00	\$71,120.54
Step 7	\$69,849.99	\$72,269.22	\$74,699.54
Step 8	\$76,503.19	\$78,982.74	\$81,473.39
Step 9	\$83,158.84	\$85,698.74	\$88,246.02
Step 10	\$83,990.43	\$86,555.72	\$89,128.47

**Supermax Step is determined by
length of consecutive years of employment in this District**

SM12	\$1,100.00	\$1,100.00	\$1,100.00
SM15	\$1,400.00	\$1,400.00	\$1,400.00
SM20	\$1,700.00	\$1,700.00	\$1,700.00
SM25	\$2,100.00	\$2,100.00	\$2,100.00
SM30	\$2,350.00	\$2,350.00	\$2,350.00

APPENDIX B

Appendix B is in a separate document.

Appendix B page numbers 87-140.

APPENDIX C
ARTICLE XIX, SECTION E

WAIVER

I, _____ understand that I am being laid off by the South Middlesex Regional Vocational Technical School District Committee.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining Agreement, as amended, between the Committee and the South Middlesex Regional Vocational Technical Teachers Association and during which I retain statutory tenure rights to the extent permitted by law. I understand also that from the beginning of my involuntary unpaid leave of absence I am eligible for unemployment compensation to the extent permitted by law.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under G.L. c.71, Section 42 and my statutory appeal rights under G.L. c. 71, Section 43A in order to protect my contractual rights under G.L. c.150E.

In the event of my recall this release is null and void for any subsequent termination employment.

This waiver consists of the above plus all of the provisions of Article XIX of the Agreement between the South Middlesex Regional Vocational Technical School District Committee and the South Middlesex Regional Vocational Technical Teachers' Association which I have read and which I agree are binding on me as well as on the School Committee and Association.

Employee

Date

APPENDIX D



"We help children learn."

Massachusetts Department of

Education

Sample Individual Professional Development Plan for Massachusetts Educators

Name: Last First Middle Renewal Year

Home Address City State Zip Code

Primary Area Certificate Number

District School Grade Level(s) Subject(s)

Professional Development Points Required for Renewal of Primary Area 150 PDPs (no longer 120)

Total number of PDPs required in content

My professional growth goals (please number):

My professional growth goals are consistent with the following district and/or school goals:

APPENDIX D

--

Record of Approved Professional Development Activities for Primary Area

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs (pedagogy or professional skills)	*Date Approved & Supervisor's Initials OPTIONAL	Date Completed

*The Supervisor's initials indicate that the professional development activity is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Record of Additional Professional Development Activities for Elective PDPs

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs	Date Completed

APPENDIX D

Use additional copies of this form if necessary.

This document and other Department of Education documents and publications are available on our website at www.doe.mass.edu/recert.

Educator's Name

Certificate Number

Initial Review and Approval	Date _____
<p>The signature below indicates that 80% of this educator's Individual Professional Development Plan is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.</p>	
_____ Supervisor's Name (print)	_____ Title
_____ Signature	

First Two Year Review	Date _____
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>	
_____ Supervisor's Name (print)	_____ Title
_____ Signature	

Second Two Year Review	Date _____
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>	
_____ Supervisor's Name (print)	_____ Title
_____ Signature	

APPENDIX D

Final Endorsement	Date _____	
The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.		
_____ Supervisor's Name (print)	_____ Title	_____ Signature

APPENDIX D



Massachusetts Department of Education

MASSACHUSETTS VOCATIONAL TECHNICAL EDUCATOR INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN FOLDER

This document and other CVTE documents and publications are available at www.doe.mass.edu/cte/

NAME: *Last* _____ *First* _____ *Middle* _____

Primary License Field _____ *License Number* _____ *Renewal Year* _____

Additional License Field(s)

Renewal Year(s)

All vocational technical educators must acquire 150 Professional Development Points (PDPs) over 5 years for the renewal of their professional license in their primary license field.

All vocational technical educators must acquire an additional 30 PDPs over 5 years for the renewal of their professional license in each additional license field.

Note for vocational technical teachers: Of the 150 PDPs required to renew a professional license in a teacher's primary field, a minimum of 10 PDPs are required in each of the following four areas:

- subject matter knowledge and skills;
- pedagogy;
- academic and technical curriculum integration;
- safety and health.

The remainder are elective as approved by the teacher's supervisor.

For additional license fields, all 30 PDPs are elective as approved by the teacher's supervisor.

Note for vocational technical administrators and cooperative education coordinators: All PDPs are elective as approved by the educator's supervisor.

APPENDIX D

INITIAL REVIEW AND APPROVAL

Date: _____

The signature below indicates that 80% of this educator's Individual Professional Development Plan is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Supervisor's Name (print)

Title

Signature

FIRST TWO-YEAR REVIEW

Date: _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one

- The Plan remains consistent with the educational needs of the school and/or district.
 The Plan was reviewed and amended.

Supervisor's Name (print)

Title

Signature

SECOND TWO-YEAR REVIEW

Date: _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one

- The Plan remains consistent with the educational needs of the school and/or district.
 The Plan was reviewed and amended.

Supervisor's Name (print)

Title

Signature

FINAL REVIEW

Date: _____

The signature below indicates supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.

Supervisor's Name (print)

Title

Signature

APPENDIX D

JOSEPH P. KEEFE TECHNICAL SCHOOL LIST OF PROFESSIONAL DEVELOPMENT CATEGORIES

- Category 1: Classroom Instructional Techniques/Management and State Mandates**
(This includes related areas such as student assessment and development, Curriculum Frameworks requirements and other mandated policies, such as Abuse and Neglect (Ch. 51A) and Harassment issues.)
- Category 2: Upgrading of Vocational Training**
(Encompasses accredited college courses, certified training programs and visitation time at appropriate industrial sites.)
- Category 3: Technology Training**
(Associated areas are computer skills, software and media technology and safety courses.)
- Category 4: Special Needs Education**
(Sub-categories are Inclusion and Reading Skills Development, implications of Chapter 766 and the Individuals with Disabilities Act.)
- Category 5: Multicultural and Diversity Issues**
(Includes cultural training/awareness issues and language training.)
- Category 6: Other**
(Based on agreement by staff member and coordinator.)

APPENDIX E
ARTICLE XXIII, SECTION G

KEEFE TECH ATHLETIC DEPARTMENT
COACH'S EVALUATION

NAME: _____

SPORT _____

This form is intended to serve as a summary report of the coach's performance during the above-named sports season. It will be considered in future years during periods of filling coaching positions and should help the individual coach in his/her own goals of self-improvement.

Rating Scale: 4 - Excellent; 3 - Good; 2 - Fair; 1 - Poor; N/A - Not Applicable

Administrative Details

- ___ 1. Conducts positive public relations with students, parents and the media.
- ___ 2. Provides proper care in the issue, inventory and collection of equipment and uniforms.
- ___ 3. Completes post-season reports and evaluations accurately and promptly.
- ___ 4. Maintains proper supervision before and after practice.
- ___ 5. Adheres to M.I.A.A. and League Rules.
- ___ 6. Is cooperative in the use of facilities and equipment.

Coaching Performance

- ___ 1. Develops respect by example.
- ___ 2. Is well versed and knowledgeable in his/her sport.
- ___ 3. Displays individual and team discipline and control.
- ___ 4. Is fair, understanding, and patient with team members.
- ___ 5. Is prompt in meeting team for practices and games.
- ___ 6. Shows self-control and poise in all areas related to coaching responsibility.
- ___ 7. Brings enthusiasm to practice, games, and team meetings.
- ___ 8. Has clearly defined rules and administers them fairly.

Professional Attitude

- ___ 1. Attends League and District meetings and coaching clinics.
- ___ 2. Keeps up to date with current literature in his/her sport.
- ___ 3. Shows an interest in athletes in off-season activities and the classroom.
- ___ 4. Cooperates and supports the overall athletic program.
- ___ 5. Shows concern for the long-range as well as the immediate goals.

Overall Strength:

Areas Needing Improvement:

Comments:

SIGNATURE: _____ DATE: _____

APPENDIX F

ARTICLE XXIII, SECTION G

KEEFE TECHNICAL SCHOOL ATHLETIC DEPARTMENT EVALUATION OF THE ATHLETIC /INTRAMURAL/ RECREATION /DIRECTOR

By: _____ Date: _____

Rating Scale: 4 - Excellent; 3 - Good; 2 - Fair; 1 - Poor; N.A. - Not Applicable

Administrative Details

- ___ 1. Provides uniforms and equipment when requested or needed.
- ___ 2. Provides appropriate and accurate schedule of games.
- ___ 3. Arranges transportation when necessary.
- ___ 4. Schedules officials as needed.
- ___ 5. Keeps coaches up to date regarding rules and regulations set forth by school, league, and M.I.A.A.
- ___ 6. Assists coaches with problems involving players, parents, other coaches, etc.
- ___ 7. Assists coaches in the awarding of letters, trophies, etc.
- ___ 8. Arranges for proper conduct of games and matches.
- ___ 9. Provides supervision as necessary.

Professional Relationships

- ___ 1. Promotes good working relationship with and among coaches.
- ___ 2. Encourages staff unity and cooperation.
- ___ 3. Demonstrates concern for all sports and programs throughout the year.
- ___ 4. Fosters good relationships with area and League schools.
- ___ 5. Encourages growth and development within the coaching staff.

Overall Strength:

Areas Needing Improvement:

Comments:

SIGNATURE: _____ DATE: _____

APPENDIX G ARTICLE VI, SECTION D

FLEXIBLE SPENDING ACCOUNTS

Healthcare Flexible Spending Accounts

What Are They?

A HFSA is an account that an employee sets up with HR Concepts (similar to a savings account). It enables them to deduct money out of their payroll on a pretax basis and directly deposit these funds into an account with HR Concepts. These funds can later be withdrawn from this account on a tax free basis to pay for eligible medical, dental, vision, over the counter, and prescription expenses for themselves, their spouse, and eligible dependent children. They are a great way to save taxes and reduce your out of pocket expenses!

How Do They Work?

Before the effective date of your HFSA plan year (Decided by your employer), you will calculate how much money you think you and your dependents will spend during the plan year on your out of pocket expenses for medical, dental, vision, over the counter, and prescription expenses. You then take this annual number and divide it by the amount of payrolls during the plan year and this amount will be deducted from your payroll each period and deposited into your HFSA. For example, if you wanted to put \$520 in the account, and you are paid on a weekly basis, then \$520 divided by 52 payrolls would equal \$10 per paycheck. This money comes out before you pay Federal Tax, FICA Tax, and State Tax. When you add up your tax savings with your money in this account, you effectively have increased your take home pay.

You will have the opportunity to change your election each plan year and also if you have a qualifying event; which includes marriage, divorce, death, or birth in your immediate family. If you have a qualifying event, you can increase or decrease your annual election within a 30-day period following the event.

Examples of Tax Savings

	No HFSA	HFSA
Annual Income	\$30,000	\$30,000
HFSA Contributions	0	1,000
Taxable Pay	30,000	29,000
Minus Taxes (Bases on 30%)	9,000	8,700
Take Home Pay	21,000	20,300
Minus (Medical/dental/Vision/Costs)	1,000	0
Total Take Home Pay	\$20,000	\$20,300
What You Saved	\$ 0	\$ 300

How Do I Get My Money Out?

There are two ways you can get your money out of the account.

1. You can submit a claim online, mail it, fax it, or drop the claim off to us along with the receipt showing the expense.
2. You can use the MasterCard you received from us after you enrolled. To use the MasterCard, simply present it at the doctor's office or pharmacy. Only use this card for eligible expenses and keep your receipts, you may be contacted to verify the expense.

You can use your entire annual election on the first day the plan starts, however, you will forfeit any unused funds if not used by the end of the plan year. You do have 90 days after the end of a plan year to submit your expenses that were incurred during the plan year.

Dependent Care Flexible Spending Accounts

What Are They?

A DFSA is an account that an employee sets up with HR Concepts (similar to a savings account). It enables them to deduct money out of their payroll on a pretax basis and directly deposit these funds into an account with HR Concepts. These funds can later be withdrawn from this account on a tax free basis to pay for eligible Dependent Care Expenses (Preschool, Day Care, Baby Sitting, After School Programs, and Adult Day Care). They are a great way to save taxes and reduce your out of pocket expenses!

How Do They Work?

Before the effective date of your DFSA plan year (Decided by your employer), you will calculate how much money you think you will spend for eligible dependent care expenses for the plan. You then take this annual number and divide it by the amount of payrolls during the plan year and this amount will be deducted from your payroll each period and deposited into your DFSA. For example, if you wanted to put \$4,999.80 in the account, and you are paid on a weekly basis, then \$4,999.80 divided by 52 payrolls would equal \$96.15 per paycheck. This money comes out before you pay Federal Tax, FICA Tax, and State Tax. When you add up your tax savings with your money in this account, you effectively have increased your take home pay.

You will have the opportunity to change your election each plan year and also if you have a qualifying event; which includes marriage, divorce, death, or birth in your immediate family. If you have a qualifying event, you can increase or decrease your annual election within a 30-day period following the event.

How Much Can I Put Into My Account?

The maximum reimbursement limit is \$5,000 per year or \$2,500 if married and filing separately. If a spouse is not working, but is a student, then the monthly maximum will be \$200 for one child, and \$400 for 2 or more children. All of these limits apply to the date the eligible expense is incurred, not the date billed or paid.

How Do I Get My Money Out?

There are two ways you can get your money out of the account.

1. You can submit a claim online, mail it, fax it, or drop the claim off to us along with the receipt(s) showing the expense.
2. You can use the MasterCard you received from us after you enrolled. To use the MasterCard, simply present it at the daycare facility you use if they accept credit card payments. You can use your card for only the amount you have left in your account. Only use your MasterCard for eligible expenses and keep your receipts, you may be contacted to verify the expense.

Funds are deposited into your DFSA on a per payroll basis. You will have the opportunity to withdraw your funds throughout the plan year, but only for what is in the account. You do have 90 days after the end of a plan year to submit your expenses that were incurred during the plan year, but after this point, any unused funds will be forfeited back to your employer to offset claims and administration expenses.

What Are the Guidelines?

You must follow the guidelines set below in order for your dependent care expense reimbursement to be eligible. These guidelines are as follows:

1. Dependent care expenses cover your dependent children 12 or younger, or a spouse/tax dependent who is mentally or physically incapable of caring for him or herself.
2. The dependent care expense incurred must allow a single parent or both married parents to be gainfully employed or attend school full-time during the time the child is being taken care of.
3. Your dependent must live in your home for at least 8 hours a day.
4. Any day care center or program must meet the state and local requirements in order to be eligible.
5. A babysitter can watch the dependent inside or outside the home, as long as the sitter is at least 19 years old, and is not your spouse or someone you claim on your tax return as a dependent.

**APPENDIX H
ARTICLE X, SECTION E**

SICK LEAVE BANK

Keefe Technical HS K.T.E.A Sick Leave Bank Application

APPLICATION FOR SICK LEAVE BANK

SECTION ONE (to be completed by applicant)

Name: _____

Home Address: _____

Home Telephone # _____ Department: _____

Job Title: _____

Answer the following questions:

1. Date of hire in bargaining unit position: _____
(Month/Day/Year)
2. I anticipate exhausting all applicable allowable days balances on _____
(Month/Day/Year)
Balance of allowable days at the date of application this application? _____
3. I have an extended/recurring illness/injury _____ Yes / No
*Have you previously requested or received days from the Sick Bank? _____ Yes / No
4. I am under a physician's care _____ Yes / No
5. Number of allowable days available prior to your first absence for this leave _____
6. How many allowable days have you used for this leave to date _____
*Please attach a copy of your allowable leave usage for the past 5 years or since
you were hired if less than 5 years. (Reports can be obtained from the Business Office) _____ Yes / No
7. I will not receive disability benefits/workman compensation while covered
by sick leave bank hours. _____ Yes / No

Attending Health Care Provider:

Name/Facility: _____

Last Day of Work: _____ Expected Date of Return to Work: _____

I am requesting _____ days of sick leave bank (Not to be more than 15 days on the initial application)

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize the undersigned physician to release any information required in the course of my examination or treatment. It is further authorized that the information contained here may be forwarded to physician(s) designated by the Sick Leave Bank (SLB) Committee, if required.

(Signature of Employee)

(Date)

Keefe Technical HS K.T.E.A Sick Leave Bank Application

Note: The Sick Leave Bank Committee reserves the right to inquire as to the nature and extent of your incapacity including asking for additional relevant information as it relates to treatment/hospitalization.

SECTION TWO (to be completed by physician)
Please answer the following questions as completely as possible. Attach additional sheets as necessary.

Name of patient: _____

Patient's general statement of condition and date of onset: _____

How long have you been treating this patient for this condition; including dates of first and most recent visits:

Date:	Treatment/Condition
_____	_____
_____	_____
_____	_____

Please describe your treatment plan and prognosis for this patient:

Please provide a date when you believe the patient will again be able to perform the duties of their current position. If you are unable to make a determination at this time, when will you be able to better assess your patient's progress?

I hereby certify that I have examined the above named patient and certify under the pains and penalties of perjury that the information provided is true, based upon my knowledge and belief.

Signature of Physician: _____

Date: _____

Please print the following information:

Name of Physician: _____ Specialty: _____

Address: _____ Telephone Number: _____

