

**AGREEMENT**

**between the**

**TRI-COUNTY REGIONAL VOCATIONAL TECHNICAL  
SCHOOL DISTRICT COMMITTEE**

**and the**

**TRI-COUNTY TEACHERS ASSOCIATION**

**9/1/2019 - 8/31/2022**

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of September, 2019, by and between the Tri-County Regional Vocational Technical School District Committee, hereinafter referred to as the “Committee”, and the Tri-County Teachers’ Association, hereinafter referred to as the “Association”.

WITNESSETH

WHEREAS, the prime purpose of the parties is to provide education of the highest possible quality for the students of Tri-County, we, the undersigned parties to this contract, declare that:

1. Under the laws of Massachusetts, the Committee has final responsibility for establishing the education policies of the Tri-County Regional Vocational Technical School District;
2. The School Committee reserves as its own prerogative all the powers and duties conferred on it and vested in it by current Massachusetts statutes. In the performance of its duty, the School Committee shall comply with all laws which relate to the operations of the public schools;
3. The Superintendent-Director has responsibility for carrying out the policies so established; and
4. Each member of the unit has the duty to perform his/her functions to the utmost of his/her ability.

**ARTICLE I**  
**RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance and other terms and conditions of employment, the committee recognizes the Association as the exclusive bargaining agent and representative of all educators of the employer including but not limited to all full-time regular teachers, postsecondary day teachers, all part-time regular teachers, all guidance counselors, adjustment counselor, school social worker, speech therapist, media director, nurse, part-time nurse, athletic director and coaches, excluding the Superintendent-Director, Principal, Business Manager, Immediate Supervisors, Director of Student Services, all managerial and confidential employees, tutors, substitutes, consultants, paraprofessionals and outside consultants. Unless otherwise specified, part-time teachers, as defined in this Article, shall, subject to the applicable law, be entitled to the benefits and shall share in the responsibilities of this Agreement in direct proportion to the time they work. Recognized positions not occupied by members of the bargaining unit shall only be eligible for negotiated monetary compensation and shall not be eligible for other benefits contained within this Agreement.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

It is understood and recognized that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statutes or terms set forth herein, as to every matter not specifically mentioned or provided for in this Contract, the Committee retains all powers, rights and duties that it has by law and may exercise the same at its discretion without such exercise being made the subject of a grievance or arbitration proceeding hereunder.

**ARTICLE III**  
**GENERAL PROVISIONS**

- A. Where a conflict is found to exist between a specific provision of this Contract and an existing Committee policy, the provisions of this Contract shall apply and control.
- B. Failure by the Association and/or the School Committee in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.
- C. This agreement includes all the agreements reached by the parties respecting matters pertaining to wages, hours, standards or productivity and performance, and other conditions of employment which either the Committee or the Association proposed or could have proposed as a subject of negotiations.

During the term of this Agreement neither party shall be required to negotiate concerning any such matter affecting wages, hours, standards of productivity and performance, and other

conditions of employment of employees whether or not such matter is covered by this Agreement.

- D. No addition to, alteration of, or modification of any of the terms or provisions of Agreement shall be valid, binding, or of any force or effect unless it is made in writing and executed by the Committee and the Association.
- E. The School Committee will take appropriate action to see that the terms of this Contract are implemented.
- F. The Committee and the Association agree to carry out the express commitments contained herein and give them full force and effect as contractual obligations.
- G. If any provision of this Agreement or application of this Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by the State Supreme Judicial Court or the United States Supreme Court, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement. It is the intent of the parties that all provisions of this Agreement shall be in accordance with the requirements of the Education Reform Act of 1993 and as amended during the term of this Agreement.
- H. If any provision of this Agreement requires legislative action by town meeting or by the state legislature to permit indemnification, said provision shall not become effective until the proper legislative body (bodies) have given approval.
- I. The Committee will not discriminate against any member of the bargaining unit on the basis of race, creed, color, sex, marital status or age.

**ARTICLE IV**  
**PAYMENT OF SALARIES AND DEDUCTIONS**

- A. All payments of payroll related items to any member will be made by direct deposit on a bi-weekly basis to a bank account of the member's choosing. All members will be responsible to provide the information necessary to make such direct deposits to the School's Business Office within sixty days of the execution of this agreement. The School's Business Office will issue a paper paycheck(s), available to the employee(s) on the day of the regular pay period, during any period direct deposit is not available while a district/bank deposit relationship is established.
- B. The compensation of all Educators shall be paid in either twenty-six (26) or twenty-one (21) equal installments, at the option of the employee, beginning with the second Thursday after the beginning of the school year. A Professional Employee who elected twenty-six (26) installments, and who desires to receive the balance of the compensation due him/her for the current school year in his/her salary check covering the period in which the school

year ends shall submit his/her written request to the business office no later than May 15<sup>th</sup> of said school year.

- C. The Committee, whenever appropriately authorized by an employee in writing, by October first, agrees to instruct the School Administration to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees, dues to the Association in ten consecutive payments. The specific amount of the current dues of said Association shall be certified to the Committee by the local Association Treasurer on or before October 1 of each school year.

Any employee desiring to discontinue previously authorized deduction dues must give the Committee sixty (60) days' advance written notice to discontinue dues deductions for Association membership. The District will promptly notify the Association of any employee seeking to stop union dues payment and shall not process the employee request during the sixty (60) day period. The Association agrees to indemnify and hold harmless the School Committee for any costs or judgments arising out of implementation of this Section.

- D. Teachers will be eligible to participate in a tax-sheltered annuity plan established pursuant to General Laws, Chapter 71, Section 37B
- E. Upon the completion and submittal of the Authorization Agreement for Automatic Deposits by an employee to the Business Office, funds will be transmitted electronically to the financial institution of the employee's choice each pay period.
- F. The Committee agrees to pay 65% of the cost of individual or family coverage whichever applies in the particular case for the Tufts HMO or PPO plans or plans that are comparable. Retirees are allowed to participate in these plans as outlined in Mass. General Laws Section 9A, 9B and 9D of Chapter 32B.
- G. The Committee shall provide 50% payment of the cost of a premium for a \$5,000.00 Life Insurance Policy. In addition, an employee may purchase at his/her own expense insurance up to the amount of his/her annual salary or to the insurance carrier's limit, whichever is lower.
- H. This Committee agrees to provide a dental plan for employees and further agrees to contribute 65% toward the premium of such plan.
- I. Members of the bargaining unit will be eligible to participate in a Section 125 program and contribute to Flexible Spending Accounts. Under a Section 125 program, a member may choose to pay qualified benefit premiums before any taxes are deducted from their paycheck. Flexible Spending Accounts lets the member set aside a portion of their paycheck tax free to pay for certain health and dependent care benefits. Both of these programs are administered by Cafeteria Plan Advisors of Braintree MA.

- J. All yearly stipends shall be paid in either one payment on the last payday in May or in two equal installments at the option of the employee with the first half of the salary on the first payday in December and the remainder of the stipend on the last payday in May.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance – A “grievance” is a dispute over the meaning, interpretation and/or application of the terms or provisions of the Agreement.
2. Grievant - A “grievant” may be either an individual employee, a group or class of employees, or the Association.
3. Days – “Days” shall mean school days except during the summer recess when days shall mean days when the District Office is open. Grievances that occur between May 15<sup>th</sup> and the close of the school year may be suspended over the summer recess by either party. Notice of intent to suspend the grievance must be made known to the other party by the close of the school year.

B. Level One – Immediate Supervisor

Any employee may present the grievance to his/her Immediate Supervisor within ten (10) days of the incident giving rise to the grievance or from the time when the grievant shall have reasonably acquired knowledge of said incident with the object of resolving the matter informally. The Immediate Supervisor must within ten (10) days meet with the aggrieved and render a decision, in writing if the grievance is denied.

Level Two – Principal

The grievant may appeal the decision to the Principal within ten (10) days of the receipt of the denial. The Principal shall meet with the aggrieved to discuss the allegations within ten (10) days of the receipt of the written grievance and render his/her decision in writing within then (10) days of such meeting.

Level Three – Superintendent-Director

If the grievance has not been resolved at Level Two to the satisfaction of the aggrieved, the grievant may appeal such decision to the Superintendent-Director within ten (10) days after receipt of the decision from the Principal. The Superintendent-Director shall meet with the aggrieved to discuss the allegations within ten (10) days of receipt of the written appeal and render his/her decision in writing within ten (10) days of such meeting.

#### Level Four – School Committee

If the grievance is non-personnel in nature and has not been resolved at Level Three to the satisfaction of the aggrieved, the grievant may appeal such decision to the School Committee within ten (10) days of the receipt of the Level Three decision. The Committee and the grievant will meet for the purpose of resolving the grievance within ten (10) days of receipt of the grievance at Level Four or at the first regularly scheduled School Committee meeting after receipt of the grievance at this level. Within ten (10) days of said meeting, a written response will be sent by the School Committee to the grievant.

#### Level Five – Arbitration

If the non-personnel grievance has not been resolved at Level Four to the satisfaction of the Association, the Association may, by giving written notice to the School Committee and by filing with the A.A.A. within ten (10) days after receipt of the decision at Level Four, a demand for arbitration to the American Arbitration Association for disposition in accordance with their rules. The request shall contain a statement of the grievance which shall be substantively similar to the written statement of grievance filed with the Committee at Level Four. The arbitrator's decision will be final and binding and in writing and will set forth his findings of fact, reasoning and conclusions on the issues as submitted by the parties. The arbitrator is without authority to render a decision which requires the commission of an act prohibited by law or in violation of the terms of this Agreement.

All costs for the services of the arbitrator shall be borne equally by the parties.

The arbitrator shall be without power or authority to render a decision which would alter, add to, detract from or modify the terms of the Agreement or which involves any matter which by law or under the terms of this Agreement is within exclusive authority or direction of the School Committee.

No arbitrator shall have the power or authority to make any award retroactive beyond ten (10) days prior to the date of initial filing of the grievance.

#### C. Miscellaneous

1. The purpose of the Grievance is to produce prompt and equitable solutions to those problems which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
2. An employee may present the grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings, and no settlement inconsistent with the terms of the contract may be effected.



3. All grievances, beginning with Level Two, shall specify in writing the nature of the grievance, article or articles violated, and remedy sought.
4. The time limits herein may be extended by mutual agreement of the parties in writing.
5. A grievance which shall affect a group or class of employees may be initiated by the grievant(s) at Level Two.
6. No written document or record related to the processing of a grievance shall be filed in the personnel folder of any employee.
7. The Committee will, upon request, provide the Association with copies of any documents which are available to the Committee which will assist the Association in processing grievance.
8. The decision of the Superintendent-Director /Principal as to the selection, retention or election of any employee to an extra paying position shall not be subject to arbitration. The decision of the Superintendent-Director/Principal as to the reappointment or non-reappointment of a teacher without professional teacher status shall not be subject to the grievance and arbitration procedure.
9. Any teacher who has been suspended or dismissed and desires to pursue his/her rights must do so consistent with the Educational Reform Act of 1993 and as amended during the term of this agreement.

**ARTICLE VI**  
**ASSOCIATION RIGHTS**

- A. The Association will be provided with the names and addresses of all professional bargaining unit employees (employees covered by the Recognition Clause) on or before October 1<sup>st</sup> and between May 1<sup>st</sup> and June 1<sup>st</sup> of each work year. Additionally, the District will, within ten (10) days, notify the Association of any change in employment status of any bargaining unit employee.
- B. There will be at least one bulletin board for use by the Association in the Center Core Faculty Lounge. Such bulletin boards may be used for the posting of announcements, bulletins, and notices pertaining to the administration of the internal business and affairs of the Association.
- C. The Association's president will upon request be sent a copy of the official School Committee's agenda prior to each Committee meeting and upon request a copy of the minutes of said meeting after their approval by the Committee.
- D. The Committee authorizes the use of inter-school mail to distribute Association material. Students shall not have access to teacher mailboxes. The Association will be allowed to

conduct its meetings on the property of the Tri-County Regional Vocational Technical School District.

- E. The Association shall notify the School Committee of names and addresses of all officers and bargaining unit team members on or before October 1<sup>st</sup> of each school year and any subsequent changes throughout the school year.
- F. The School Committee will have sufficient copies of the Agreement made for all members of the bargaining unit. The cost of such copies will be shared equally by the Committee and the Association. The Association will distribute copies of the Agreement to all members of the bargaining unit.
- G. The Association will be provided the following:
  - 1. Convocation time of up to 60 minutes to address all bargaining unit members.
  - 2. New Hire Orientation time of up to 60 minutes to address all new bargaining unit members.
  - 3. Up to 10 minutes of time at each staff meeting to address all bargaining unit members.

## **ARTICLE VII** **WORKDAY, WORKYEAR, AND WORKLOAD**

- A. Teachers' first day is the Thursday before Labor Day. Students report the Tuesday following Labor Day. The work year for employees shall consist of one hundred eighty-three (183) days which will include (1) day before school opens. The remaining two (2) non-teaching days will be utilized within the school calendar at the discretion of the Superintendent-Director. Part-time teachers will attend the Teacher Orientation Day and any day not specifically designated either "A Day" or "B Day". On teaching days, part-time teachers will attend all workshops, conferences and faculty meetings which occur during the time when they are scheduled to work.
- B. The workday shall begin at 7:35 A.M. and shall end no later than 2:30 P.M. One day per week teachers will be assigned for makeup and extra help from 2:15 P.M. to 3:00 P.M. This day will be determined in consultation with their coordinator and remain constant for the school year unless there are extenuating circumstances. Teachers may also, based on student need, be required to remain after school one additional afternoon per week until 3:00 P.M. for extra help sessions. Vocational teachers may leave at 2:20 P.M. on days that there are no contractual obligations. Vocational teachers will notify the Vocational Director if they opt to leave at 2:20 P.M. Office detentions may also be assigned from 2:15 P.M. to 3:00 P.M. on a rotational basis. Standards of expected behavior by students and safety protocols for detention will be mutually agreed upon by the District and the TCTA before after-school detention begins each year. A subcommittee consisting of two (2) administrators and two (2) bargaining unit members will be established on the first day of school, each school year, to determine said protocols and expectations. On student full days before vacations teachers will be allowed to leave 10 minutes after students are dismissed. When inclement weather causes students to be dismissed early, teachers will be allowed to leave 20 minutes after the last bus has left.

- C. All teachers will have a duty-free lunch period of a length corresponding to the length of the students' lunch period up to a maximum of thirty (30) minutes. On half-day professional development days, teachers will be allotted one hour for lunch. All staff will be expected to stay until 2:30 PM.
- D. Academic teachers and special education co-teachers will not be scheduled for more than twenty (20) teaching periods per week or more than four (4) teaching periods per day. In no case will an academic teacher or special education co-teacher have more than forty (40) teaching periods in a two week cycle.

Every effort will be made to limit academic teachers to no more than four (4) course preparations per two-week period and to equitably distribute course levels within departments. If the number of course preps exceeds four (4) over the two-week period, then a reduced teaching load will result in three (3) teaching periods out of five (5) periods per day for one of the two weeks.

Academic teachers and special education co-teachers will have one (1) preparation period (see definition) per day of sixty-four (64) minutes. During the extended block, which occurs once a week, academic teachers and special education co-teachers will have twenty (20) minutes to work on departmental duties (see definition). Every effort will be made to schedule all members within the department the same preparation period. Every effort will be made to limit special education co-teacher schedules to no more than two (2) disciplines and no more than two (2) different content teaching partners.

- E. Caseload Educators will work a full teaching/consulting day with no duty. Caseload educators will be assigned forty-two (42) minutes of preparation time per day. Their schedule and preparation period will be flexible in nature, due to the unscheduled student driven interactions. When specific preparation time is required for teaching they may receive additional preparation time at the discretion of their supervisor.
- F. Vocational and Related teachers will not be scheduled for more than thirty-five (35) periods per week. Vocational teachers will be assigned forty-two (42) minutes of preparation period per day.
- G. All teachers will be assigned one (1) preparation period per day.

#### Definitions:

1. Preparation Period: Those periods during which the teacher can prepare lessons, correct papers, co-plan, and do other activities to support teaching. A preparation period is a period of time, during which the teacher is not assigned additional tasks by the administration. In September, co-teachers, facilitators, and their Coordinator will discuss a general outline when they will meet to co-plan for their specific classes.
2. Departmental Duties: The twenty minutes (20 minutes) during the extended period, when the individual departments will conduct departmental tasks: policy

revisions/changes, departmental discussions, mentoring, IEP documentation and preparation.

3. Teaching Periods: Those periods in which the teacher, academic or vocational, is actively involved with the pupil in the act of teaching; and has usually, but not necessarily, participated in the planning of the instruction to be conducted.
  4. Course Preparation: Courses with the same name and level are considered one course preparation.
  5. Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, reading specialists, special education team chair, English language learner specialist, media center specialist, instructional technology integration specialist, school psychologist, and adjustment counselor, school social worker and special education consultants.
- H. All employees shall be notified in writing the courses they will teach for the ensuing school year prior to the close of school in June. Said notification is tentative. Any changes subsequent to the close of school in June must be made by August 15 except in cases of emergency.
- I. Educators required to work beyond the one hundred eighty-three (183) days as outlined in "A" above shall be paid one/one hundred eighty-third (1/183) of their salary per day of service. This increase will be effective if such employee has been called upon to provide additional service to the district in any capacity.
- J. Educators may be required to attend no more than two 45-minute meetings per month at 2:15 P.M. including meetings called by the Superintendent-Director and/or Immediate Supervisors. Four additional meetings per year may be called at the discretion of the Superintendent-Director.
- K. All educators shall be expected to attend a combination of four (4) evening or weekend meetings. Only one (1) of these meetings will occur on the weekend not to exceed two hours per employee. All meetings will be added to the main calendar.

Academic teachers will attend one parent-teacher meeting; two parent orientation/curriculum meetings and either the 8<sup>th</sup> grade parent open house or a weekend open house.

Vocational-technical teachers will attend two advisory committee meetings. Vocational-technical teachers will attend two additional meetings of either the 8<sup>th</sup> grade parent open house or the 9<sup>th</sup> grade parent night (shop selection) or a weekend open house. Coverage must be provided for all of these meetings.

Guidance counselors will be expected to provide coverage for all meetings: one parent-teacher meeting, one parent orientation/curriculum meeting, and two of the following: the 9<sup>th</sup> grade parent night (shop selection), the 8<sup>th</sup> grade parent open house, a weekend open

house or a college planning session. The Director of Student Services, after consultation with the guidance counselors, will determine the appropriate coverage for these meetings. All guidance educators shall be informed concerning coverage for the evening meetings no later than two weeks from the start of the school year.

- L. Early release days for curriculum planning and/or in service education may be held at the discretion of the Superintendent-Director.
- M. Each year the Superintendent-Director will provide the Association with a copy of the tentative calendar for the following school year as well as any changes to the faculty and/or student handbooks. The Superintendent-Director will consider written suggestions by the Association before these documents are adopted.
- N. No meeting shall be scheduled after regular school hours on the day before a holiday, vacation period, or weekend. Open House will not be scheduled on any Sunday which is adjacent to a holiday or vacation period.
- O. The day before Thanksgiving Day shall be a half-day for bargaining unit members. When the day before Christmas falls on a week day, it shall be a day on which bargaining unit members shall not report to work. The day of the Junior/Senior Prom shall be a half day for bargaining unit members. All other early release days for students shall be treated as full days for bargaining unit members subject to the discretion of the Superintendent-Director.
- P. The Association President will not be assigned any non-teaching duties. He/she may use any non-assigned time available to conduct Association business as long as it does not interfere with other teachers' assigned responsibilities. The President will have the right to move within the school building during the school day, provided that his/her immediate supervisor knows his/her approximate location.
- Q. The work year for Guidance Counselors shall be one hundred eighty-seven (187) days. The work year shall include the one hundred eighty-three (183) days that teachers are required to be in attendance and four (4) additional workdays, the scheduling of which shall be mutually approved in advance by the counselor and the Guidance Director. The additional days will be compensated as delineated in Article VII, Section I. Should a guidance counselor be unable to be in attendance for one of the four (4) additional workdays due to a sickness, the guidance counselor will be rescheduled for an alternate day. The guidance counselor will not be paid for the day they are unable to attend and will not be able to utilize earned sick time. In no event will the guidance counselor be paid more than 187 days without Guidance Director approval.
- R. A professional employee may request that his/her employment for the ensuing school year be on a part-time basis. This request must be in writing and presented to the Superintendent-Director no later than May 1<sup>st</sup> of the year preceding the requested part-time employment. This request may be granted by the Superintendent-Director if the needs of the school district and students so permit. His/her decision will be rendered no later than July 15 and will be final and non-grievable. A request for part-time status must be renewed

each year no later than May 1<sup>st</sup>, and the fact that a teacher is granted such status in one year is no guarantee that she/he will be granted such status the following year.

A professional employee working on a part-time basis, either as a result of his/her request or as a result of administrative action, will be paid in proportion to the number of periods available per day over a two-week cycle, based on an eight period day (16), with the after school time expected of full-time teachers being expected of part-time teachers. The employee will be responsible for all other duties and responsibilities as delineated in the contract, including but not limited to evening meetings as modified by the following paragraph. Teachers who have requested part-time status, but not teachers who have been involuntarily assigned to part-time status, may be scheduled for a full teaching load as defined in Article VII, provided that said teacher is scheduled for a least one preparation period per day.

Contractual duties and responsibilities, both day and evening, will be fulfilled on a proportional basis by all part-time employees based on time as defined above. However, all part-time teachers must attend at a minimum two parent/teacher meetings per year.

Part-time teachers will accumulate paid leave and seniority credit on a percentage basis proportional to the time worked, as defined above.

#### **ARTICLE VIII** **CLASS SIZE**

It is agreed that the academic size not exceed twenty-eight (28) except for extenuating circumstances. Physical Education and Health Classes shall not exceed twenty-eight (28). Computer classes shall not exceed available workstations. Science labs shall not exceed twenty-four (24) students. The above class limits may be exceeded for extenuating circumstances. The Committee will make every effort consistent with the type of the shop, safety factors, budgetary considerations, building size and arrangement, to maintain shop classes at no greater than the sizes recommended in the regulations of Chapter 74 and, if applicable, pertinent regulatory agencies (i.e. the Code of Massachusetts Regulations). However, shop classes shall not exceed twenty (20) except for extenuating circumstances. Related classes shall not exceed twenty-eight (28) except for extenuating circumstances.

#### **ARTICLE IX** **NON-TEACHING DUTIES**

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

However, the Committee and the Association also acknowledge that certain non-teaching duties exist; therefore, they agree as follows:

1. Employees may be assigned to the following duties:

Employees may be assigned Office Detention and said assignments shall be made on an equitable rotating basis. Teachers may be assigned MCAS duties during the standardized testing dates. Teachers who are under-scheduled may be assigned non-teaching duties. This will not apply to TCTA president, facilitators, or teachers who are intentionally under-scheduled on one week as a result of being assigned more than the maximum number of course preparations.

2. Employees shall not be required to perform the following tasks:
  - a. Collect money from students except for insurance.
  - b. Drive students to activities which take place away from the school building. Employees may do so voluntarily, however, with the advance approval of the Superintendent-Director or immediate supervisor. In such event, the teachers will be relieved of all personal liability for any accident which may occur in connection with said trip.

### **ARTICLE X** **TEACHER FACILITIES**

Where the building and facilities furnished by the Tri-County Regional Vocational Technical School District make it practical to do so, the Committee shall:

1. Provide each teacher with the following:
  - a. Space for teachers to store instructional materials and supplies
  - b. An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge which will include 2 computers with workstations and 1 printer and scanner
  - c. Well-lighted and clean rest rooms
  - d. A serviceable desk, chair, and file cabinet for each teacher
  - e. A computer, telephone and access to a printer.
2. Teachers will lock their classrooms when not in use, where practical.
3. The school will be equipped with a telephone in addition to and separate from those in the administrative or other offices for the use of teachers to carry out school business. Said telephone will be located in such a place so as to ensure privacy.
4. The school district will provide lab coats, uniforms and/or safety glasses for those teachers who require such.

### **ARTICLE XI** **SALARIES**

1. Effective September 1, 2019 and subject to the provisions of this Agreement, the compensation of each Professional Employee for his/her work year shall be determined in accordance with and shall conform to the salary schedules, and other rates of

compensation and the schedule of supplementary compensation set forth in Appendix A, which is attached hereto and made a part hereof.

2. The Superintendent-Director shall determine in accordance with the provisions of this Article and the salary schedules and other rates of compensation set forth in Appendix A the rate of compensation of each Professional Employee.
3. Each such Professional Employee shall as of the beginning of each work year in September receive step increments successively to the next higher step within his/her salary schedule subject to the following conditions:
  - a. That he/she has worked at least ninety (90) school days during the preceding school year in the Tri-County Regional Vocational Technical School District;
  - b. That his/her work performance for the preceding school year shall have been evaluated as being satisfactory.
4. Each Academic Professional Employee who completes education beyond the Bachelor's Degree or each Vocational Professional Employee who completes education beyond vocational licensure who becomes eligible for lateral movement on the salary schedule can move to another column either in September or February provided satisfactory evidence of the completion of such education is presented by the employee to the Superintendent-Director by September 1 or February 1.
5. The daily rate of compensation for each Professional Employee for the purpose of determining the deduction to be made in his compensation for each day he is in a non-pay status and for determining the amount of compensation to be paid to a Professional Employee who leaves the employ of the Committee prior to the end of his work year shall be equal to his annual rate of compensation divided by 183 days. A Professional Employee who leaves the employ of the Committee prior to the end of his work year shall be entitled to receive as his total compensation for such year the amount of such daily rate of compensation multiplied by the number of days he has been in a pay status in such year.
6. Whenever an employee is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his employment and said accident or assault is compensable under the provisions of the Massachusetts Worker's Compensation Act, said employee shall upon written request to the Administration, receive as a charge against his accrued sick leave the difference between his current salary and the amount received as Worker's Compensation.
7. An employee appointed with prior public, parochial, or accredited post-secondary teaching experience and/or with equivalent experience in employment in a field related to his teaching assignment may be credited with all years of such teaching experience and with such number of years of said equivalent employment experience as the Superintendent-Director shall determine, and shall be placed at the proper step on the



Teachers' Salary Schedule in accordance with the total number of his said creditable years of experience.

From time to time exceptional circumstances may arise which would allow the Superintendent-Director to deviate from the standard set above.

## ARTICLE XII LEAVES WITH PAY

### A. Sick

Educators employed prior to September 1, 2013 shall be entitled to fifteen (15) sick days per year, and educators hired after September 1, 2013 are entitled to twelve (12) sick days per year. Employee's sick leave accumulation shall match the school year. First year teachers hired prior to the execution of this contract will accrue sick days at the rate of one and a half (1 ½) days per month. Unit members whose sick leave absences total three (3) or more consecutive days or who exhibit an unusual pattern of absences may be required to present evidence satisfactory to the Superintendent setting forth the nature of the illness or injury, the number of days recommended for recuperation and such other pertinent information as may be required by the Superintendent. Additionally, the Superintendent may meet with the impacted member, with representation if the member so chooses, to determine if there is a possible misapplication of the sick leave provisions. It is understood that, in requiring such evidence, the Superintendent shall not act in an arbitrary or capricious fashion.

Educators hired after the execution of this contract shall be entitled to twelve (12) sick days per year. Employee's sick leave accumulation shall match the school year. First year teachers hired after the execution of this contract will accrue sick days at the rate of one and one fifth (1 1/5) days per month. A medical certificate may be required by the Superintendent-Director after three (3) full consecutive work days.

Bargaining unit members who have the maximum number of sick days accumulated as of September 1 of each school year shall receive either fifteen (15) or twelve (12) sick days depending on their hire date at the beginning of the school year. Such days are not cumulative. Each eligible teacher can contribute one day per year for a combined total of a maximum of 35 days per year into the Sick Leave Bank.

Sick leave may be used for illness in the immediate family as defined in Article XII, Section C. The Superintendent-Director may request a medical certificate of this use.

### Attendance Merit Program

This attendance merit program is designed to reward educators for perfect and/or near perfect attendance during each preceding school year. Consistent and dependable attendance promotes instructional continuity and teaming, saves substitute costs, and serves as a model to students.

The District will identify those educators who used two or less sick days in the prior year and issue an incentive stipend on the basis of the following:

Tier 1:	Perfect Attendance: No sick days used during the year:	\$500
Tier 2:	Near Perfect Attendance:	
	Greater than zero, less than or equal to one sick day:	\$400
	Greater than one, less than or equal to two sick days:	\$300

For overall consistency in recordkeeping of attendance and the implementation of this merit program, each single event fractional day use of sick time shall be rounded up and recorded and charged at no less than one-half sick day.

Teachers who have had additional absences due to other special leaves will only be eligible for the incentive stipend if they have actually worked at least 175 days during the contract year.

Payment shall be made to each eligible educator (defined as an active unit member at the time the attendance merit reward is paid) in a lump sum stipend added to the first paycheck in September of the subsequent school year. Newly retired teachers who worked the full school year for the period under review shall be eligible to have this merit award included within their final paycheck, if earned.

B. Sick Leave Bank

1. Purpose

A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to make a full recovery from extended illness.

2. Eligibility Requirements for Joining the Bank

Qualified members of the Sick Leave Bank shall be limited to Educators covered by this Agreement who have accumulated at least thirteen (13) days to gain initial entry into the Bank.

3. Initial Membership

Educators wishing to opt into the Sick Leave Bank will contribute two (2) days of their accumulated sick leave to the bank.

4. Administration of the Bank

a. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee to serve and two (2) members designated by the Association.

b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting

and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.

5. Application of Benefits

- a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by medical evidence of illness, submitted by certification, by a state-certified Medical Doctor, state-certified Chiropractor or a state-certified practicing medical specialist affiliated with a Medical Doctor. A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee.
- b. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the Bank, will not actually commence until after the employee's own sick leave days are exhausted, adequate medical evidence has been provided, and the Sick Leave Bank Committee has approved the days; and in no event, unless the illness has exceeded ten (10) consecutive school days. Under unusual circumstances, the Association may submit a written request on behalf of an eligible employee.

6. Granting of Days

- a. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) days.
- b. Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. It should be understood that it is not automatic that an employee will be covered for the entire illness.
- c. Notwithstanding Sections 6 a. and b. above, Educators who have not acquired professional teacher status will only be able to draw upon the Bank to the extent of the number of sick days they have accrued as of the onset of the illness. This may also apply to teachers with professional teacher status who have depleted their sick time incrementally and not related to a significant event. The Sick Leave Bank Committee must approve the grant of sick days.
- d. Days will not be granted to permit an individual to stay home to care for other members of the family.
- e. Days granted but unused by the applicant will be returned to the Bank.

7. General Criteria

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a. Medical evidence of serious illness;
- b. Prior utilization of eligible sick leave; and
- c. Other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

8. Return to Employment

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

9. Funding

- a. The unused days in the Sick Leave Bank shall be carried over from the current contract to successor contracts.
- b. In the event the Sick Leave Bank goes below fifty (50) days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit in the Bank.
- c. When an employee returns after using the Bank, he/she shall be required to deposit two (2) days into the Bank at the start of the next school year.

C. Bereavement

Employees will be granted four (4) consecutive days at any one time commencing with the date of death of the employee's spouse, child, parent, sibling, in-law, domestic partner living in the same household, or other relative living in the same household. Employees will be granted up to two (2) consecutive days at any time in the event of death of the employee's grandfather, grandmother, uncle, aunt, niece or nephew unless said relative is a member of the immediate household in which event the employee will be entitled to the aforesaid four (4) days. Within seven (7) days of the date of death, the employee will submit in writing the arrangements of the deceased. Extenuating circumstances shall be considered and not unreasonably denied. Part time teachers will be eligible for bereavement leave, providing the days occur in a week when they are scheduled to work. The Superintendent-Director can use discretion to waive above mentioned requirements and his/her decision is final.

One official designee of the Association shall be allowed to attend the funeral of any member, or his/her immediate family member (which includes an employee's spouse, child, parent, sibling, in-law, domestic partner living in the same household, or other relative living in the same household), or retired member of the bargaining unit/district without loss of pay. This leave shall not exceed one (1) day.

In the event of the death of a student, if the funeral falls on a work day, the Superintendent may designate up to three faculty members including at least one teacher from the student's vocational/technical area to attend the funeral without loss of pay. This leave shall not exceed one day.

D. Religious Days

Employees will be entitled to up to three (3) days' leave of absence for observance of religious holy days. Part-time teachers will be eligible for up to three (3) days of religious leave, providing the days occur in a week when they are scheduled to work.

E. Personal Days

Teachers will be entitled to two (2) days of leave with pay each school year for personal business which requires absence during school hours. One unused personal day may be rolled over to the following school year, the accumulated total number of personal days being a maximum of three (3) in any one year. Applications for personal leave will be made at least 48 (forty-eight) hours before taking such leave (except in the case of emergencies). After June 1<sup>st</sup>, no more than a total of five (5) employees will be able to take Personal leave days on each Monday and Friday in June. Personal leave days can be used to extend a holiday or vacation for the first five (5) teachers who apply for the same date(s) if approved by the Superintendent-Director whose decision is final.

F. Legal Days

Employees will be granted leave with pay for the time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system. Said leave will not be allowed in situations where the teacher has engaged in a negligent or grossly negligent act.

**ARTICLE XIII**  
**EDUCATIONAL LEAVE**

- A. Any employee who has worked in the Tri-County Regional Vocational Technical School District for at least seven (7) years may apply for an educational leave for the purpose of study and/or research. Said application must be submitted on or before the January 1<sup>st</sup> immediately next prior to the commencement of said leave.
- B. Educational leave shall not exceed a school year.
- C. An employee on educational leave shall be paid 50% of his/her salary while on said leave and shall be considered actively employed in the school system, and all benefits to which he is entitled including but not limited to 50% compensation, salary step increases, and accumulated sick leave shall be credited and available to him/her.
- D. At the end of an educational leave the employee will be assigned to the same position or to a position similar to the one held prior to the educational leave.

- E. Upon completion of an educational leave, the employee involved will return to work in the Tri-County Regional Vocational Technical School District for a period of time equal to twice the length of such leave and, if in default of completing such service, will refund to the Committee an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, provided, however, that in the event of disability or death the employee or his estate will not be considered liable in any way.

**ARTICLE XIV**  
**PARENTAL LEAVE-SICK LEAVE**

This Article will be administered in accordance with M.G.L. c. 149, 105B to the extent it is necessary to adjust the administration of this article in order to grant leave in accordance with the law, the Committee shall do so consistent with the law.

A teacher who has completed three consecutive months of active employment in the school system and has given two weeks' notice, if practicable, of his or her expected departure date and that he or she intends to return, will be entitled up to eight (8) weeks' parental leave without pay.

- A. An illness or disability resulting from pregnancy will be handled as it pertains to sick pay in the same manner as any other illness or disability.
- B. Teachers applying for parental leave shall do the following:
1. The Teacher must be in a paid teaching status at the time of his/her parental leave in order to qualify for sick pay.
  2. The length of time that a teacher can collect sick pay is restricted to his/her accumulated sick days.
  3. Sick pay shall be allowed only for days teachers would normally be teaching during the regular school year.
  4. As in all long-term illness, the teacher must present a medical certificate from treating health care provider to the Superintendent-Director indicating the nature of the medical condition which prevents the teacher from continuing her duties, and the date on which the parental leave began, or will begin.
  5. Unpaid parental leave may be extended for a period not to exceed one year. Teachers who anticipate requesting extended parental leave are encouraged to notify the Principal as soon as practicable in order that appropriate replacement arrangements may be made. In any event, the leave may not exceed one year.
  6. Teachers desirous of returning after parental leave shall give written notice to the Superintendent before leaving and shall indicate, if possible, before leaving, the

anticipated date of return. A teacher may return from an unpaid parental leave only on the following return to duty dates:

- a. Within eight week leave; or within 12 weeks if the teacher has utilized FMLA leave to run concurrently with the parental leave
- b. At the beginning of the school year
- c. At the beginning of a marking period which is either the next or next subsequent marking period from the marking period in which he/she left;
- d. At another time mutually agreed to, in writing, by the teacher taking leave and the Superintendent-Director

If a teacher returns within the same school year, or at the beginning of the next school year, he/she shall be assigned to the same position he/she had at the time said leave commenced, provided the position has not been eliminated, or, if so, to a substantially equivalent position, if available.

7. If said teacher returns within one (1) year from the commencement of his/her leave, he/she shall be placed on the same step of the salary schedule he/she was on when he/she left, except if he/she left after ninety (90) elapsed school days in that year, he/she shall be placed on the next step of the salary schedule. All accrued benefits at the time the teacher commenced his/her leave including unused accumulated sick leave, shall be restored .

- C. Teachers on an approved unpaid leave are not entitled to sick or personal time for the duration of the approved leave.

#### **ARTICLE XV** **LEAVES OF ABSENCE WITHOUT PAY**

- A. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional status who joins the Peace Corps, or serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- B. Military leave without pay will be granted for term of induction or original enlistment to any teacher inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years. If such person voluntarily re-enlists or extends his tour of duty, such action shall be considered a resignation from his position.

- C. A leave of absence without pay or increment of up to one (1) year may be granted to a Professional Employee for the purpose of caring for a sick member of the teacher's immediate family. That is, spouse, child or parents/legal guardians.
- D. Other leaves of absence without pay or increment may be granted by the Superintendent-Director upon written request of the Professional Employee.
- E. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.
- F. Teachers on leave of absence will give written notice to the Superintendent-Director by March 15<sup>th</sup> of their intent to return the following September. Otherwise, such lack of notice will be considered a resignation by the Committee.
- G. All benefits to which a teacher was entitled at the time the leave of absence commenced including unused accumulated sick leave will be restored to the employee upon return, and the employee, where feasible, will be assigned to the same or a similar position as was held at the time the leave commenced.

**ARTICLE XVI**  
**PERSONNEL RECORDS**

- A. Each Professional Employee shall have the right to review the contents of his/her personnel folders, cards, files, and records in accordance with Chapter 71, Section 42C, within twenty-four (24) hours of receipt of the written request by the office of the Superintendent-Director. A teacher may have a representative of the Association accompany him/her during such a review. There shall be only one official record, that maintained by the Committee or its designee.
- B. No non-evaluative material which is any way derogatory of any employee's conduct, service, character or personality shall be placed in the employees' personnel file before he/she has had the opportunity to review such material and reply thereto. The employee shall have one work day to review such material and shall acknowledge that he/she has reviewed such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and the response shall be reviewed by the Superintendent-Director and attached to the file copy.
- C. Any written complaints regarding an employee made to any member of the School Committee or Administration by a parent, student, or other person will be called to the attention of the employee before any action is taken.

**ARTICLE XVII**  
**TEACHER EVALUATION**

Refer to APPENDIX D for TCTA Educator Evaluation Tool.



**ARTICLE XVIII**  
**JUST CAUSE**

No employee who has been teaching for more than ninety (90) school days will be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause. No employee shall be reprimanded in writing without just cause.

Nothing in this Agreement shall affect the decision of the Superintendent-Director/Principal to renew or not renew a contract of employment for teachers without professional teacher status or for other extra-paying positions.

Any teacher who has been suspended or dismissed and desires to pursue his rights must do so in accordance with the terms and conditions of the Educational Reform Act of 1993 and as amended during the term of this Agreement.

**ARTICLE XIX**  
**VACANCIES AND PROMOTIONS**

- A. If a vacancy occurs at any time after the beginning of the school year, a permanent substitute may be hired to fill the vacant position. The position shall be declared vacant for the following school year. The provisions of this clause shall apply for filling the vacancy.
- B. Notice of all vacancies in any new or existing professional position covered by this collective bargaining agreement and any administrative position will be posted for at least ten (10) calendar days on a bulletin board in the school building and electronically through district e-mail.
- C. Such notices shall include the job title, required licensure(s) and/or certification(s), preferred educational qualifications, salary range and the closing date for applications. No member shall be required to obtain additional licensure or certification for the position for which he/she was hired in response to this posting unless Massachusetts General Laws require it to be so. If such a change were to be mandated by the State, a reasonable time period would be allowed to accomplish licensure/certification and the existing course reimbursement offering would apply.
- D. In filling vacant bargaining unit positions, the Superintendent-Director will give primary consideration to the qualifications of all applicants. When the only applicants are from within the school and the qualifications are substantially equal, the position will be filled on the basis of seniority within the school system.

When the applicants include personnel outside the system, and the qualifications of all applicants are substantially equal, experience in the bargaining unit will be given due weight.

**ARTICLE XX**  
**TRANSFERS**

- A. The Superintendent-Director will transfer teachers between grades and subjects if certified and/or licensed or qualified only when the administration feels that a situation exists which necessitates the transfer.
- B. In case of involuntary transfer, the Department(s) involved shall be canvassed for a qualified volunteer before any directed transfer is made.
- C. An involuntary transfer will only be made after a meeting between the employee involved and the Superintendent-Director, at which time the employee will be notified of the reasons for the transfer.
- D. Where more than one member requests or volunteers for a transfer to an open position, seniority within the system will be given due weight as one of the elements governing such transfers.

**ARTICLE XXI**  
**SUMMER AND CONTINUING EDUCATION POSITIONS**

- A. All openings for summer and Continuing Education positions will be adequately publicized by the Superintendent-Director in the school building as early as practical, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as practical.
- B. Appointments to the Summer School and Continuing Education as well as facilitator positions shall be on an annual basis and said appointments shall be within the sole and exclusive discretion of the Superintendent-Director. Said positions are non-bargaining unit positions.
- C. Preference will be given to qualified bargaining unit members when filling positions in the summer and Continuing Education. When two or more unit members are judged by the school administration substantially equal, preference will be given to the more senior applicant.

**ARTICLE XXII**  
**REDUCTION IN FORCE (LAYOFF)**

The School Committee retains the right to determine the number of professional positions which are needed in the school system. In the event that financial limitations, pupil enrollments, curriculum changes, or similar considerations cause the Committee to eliminate any positions covered by this Agreement, the following layoff procedure shall apply:

- SECTION 1. The Administration shall make every effort to accomplish said reductions by attrition.
- SECTION 2. A teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
- SECTION 3. In the case of a layoff within specific areas of certification/licensure the least senior certified/licensed teachers shall be laid off first, except that the Superintendent-Director may retain a less senior teacher where such a teacher is demonstrably superior in job performance and/or qualifications, the retention of the teacher is in the best interest of the students, or when the demonstrated needs of the system so require. Teacher's job performance shall be defined as the member's past two (2) summative overall evaluation ratings, with ratings of Proficient and Exemplary being considered equal. The "best interest of students" includes: certification and experience in certified area and/or job classification, and significant history of teacher discipline. When job performance, the best interest of the students and the demonstrated needs of the system are substantially equal with respect to more than one teacher, the least senior teachers shall be laid off first. The arbitrator shall allow for reasonable judgments by the Superintendent-Director under this section.

In the event that the provisions of M.G.L. c.71, Section 42 applicable to the layoff of teachers with professional status are amended the parties agree the reopen Article XXII of the Collective Bargaining Agreement for the sole purpose of negotiating over the impact to this provision of such statutory changes.

- SECTION 4. Teachers who receive a new assignment as a result of a layoff may be required at their own expense to take three credits of course work to update skills where such action is deemed appropriate by the Superintendent-Director. Notification will be made by the Superintendent-Director by December 15<sup>th</sup> and the course will be completed by the following September 1<sup>st</sup>.
- SECTION 5. "Licensure" shall mean that the employee has on file with the Office of the Superintendent-Director evidence that he/she possesses licensure from the State Department of Education. Such evidence must be on file by April 1<sup>st</sup> of each year.

"SENIORITY" shall mean the Professional Employee's length of continuous service in years, months, and days in the Tri-County Regional Vocational Technical School District (date of assumption of duties). In cases of identical date of entry into the bargaining unit, seniority shall be determined by the drawing of lots by such employees or their designees. Employees shall be credited for seniority purposes up to a maximum of one (1) year for time spent on any leave of absence provided in this Agreement. Any time spent beyond one (1) year on leave(s) of absences by any employee shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves shall not be construed to break

active service; and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months, and days after resuming active duty after such leave(s) of absence.

SECTION 6. Employees to be laid off shall be notified in writing by June 1<sup>st</sup> of the school year preceding the school year in which the layoff will take effect.

SECTION 7. Employees who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoffs. During the recall period, employees shall have preference for any vacancy or new position for which they are qualified in the inverse order of their lay-off subject to the same criteria as set forth in Section 3 herein of lay-off.

SECTION 8. Employees laid off under this paragraph shall be given priority on the substitute list during said recall period if they so indicate, in writing, to the Superintendent-Director.

SECTION 9. Employees laid off under this paragraph may continue group health and life insurance coverage during said recall period at their own expense. Failure to timely forward full premium payments to the Business Manager shall terminate this option.

SECTION 10. Employees on recall shall be notified by the Superintendent-Director by certified mail of any open positions within their area of licensure in the school. Failure to apply for an open, full-time, permanent position within his/her area of licensure(s) within fifteen (15) workdays following such notification by the Superintendent-Director shall terminate all rights under this Article.

SECTION 11. All benefits, including salary and tenure, to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

SECTION 12. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Administration and forwarded to the President of the Association as soon as possible but in no case later than thirty (30) days following execution of this Agreement. An updated list will be supplied by October 25<sup>th</sup> each year thereafter. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.

### **ARTICLE XXIII** **LONGEVITY**

In order to encourage experienced teachers to remain at the Tri-County Regional Technical School District, longevity increments will be paid to teachers at the beginning of their fifteenth, twentieth, twenty-fifth, and thirtieth years of service at Tri-County each year thereafter on the following basis:

\$1,000 each year commencing at the beginning of the fifteenth year;

\$1,500 each year commencing at the beginning of the twentieth year;

\$2,500 each year commencing at the beginning of the twenty-fifth year; and

\$2,750 each year commencing at the beginning of the thirtieth year.

For the purposes of this article only, in computing years of service, a bargaining unit member must have commenced employment on or before December 1 of his/her first year in order to receive longevity credit for that year; otherwise, that first year will not count as credit toward longevity. Part-time employees will receive a longevity stipend in accordance with the language above. The amount received each year will be pro-rated on a percentage basis proportional to the time worked.

#### **ARTICLE XXIV** **PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

- A. Teachers who have obtained prior approval in writing from the Superintendent-Director will be eligible to receive up to \$1,500 in each contract year for coursework/seminars in a degree granting program or one that meets one of the following criteria: is in their trade or discipline; aligns with approved Professional Goals or Individual Professional Development Plan; or leads to professional licensure or renewal. Payment shall be made upon evidence of successful completion of the course with a minimum grade of C or Pass (in Pass/Fail Course) for undergraduate courses and B or Pass (in Pass/Fail Course) for graduate courses. Payment will be made for ungraded courses.
- B. Reimbursement will also be provided for professional license renewal and recertification or relicensure fees in the teacher's area of primary licensure.

#### **ARTICLE XXV** **OUTSIDE PROJECT STIPEND**

Outside Project teachers shall receive a yearly stipend of Three Hundred dollars (\$300) for major construction or renovation projects conducted in the district. To receive the stipend a teacher must be on site for at least twenty (20) days.

#### **ARTICLE XXVI** **THIRD PARTY CREDENTIALS**

Teachers who work on state designated third party credentials will be paid the Continuing Education hourly pay rate then in effect for any work done outside the normal teaching day. The schedule and conditions of such will be mutually agreed upon by the teacher and the immediate supervisor or the principal. Such positions shall be posted in accordance with the agreement.

ARTICLE XXVII  
DURATION

This Agreement shall be in effect from September 1, 2019, to and including August 31, 2022. Either party by November 15<sup>th</sup> prior to the expiration of the contract year involved may give the other party written notice of its desire to modify or terminate the Agreement. If the aforementioned notice is not given, the Agreement shall automatically renew itself to a successive term of one year.

IN WITNESS THEREOF, The Committee has caused this Agreement to be signed in its name and behalf by its Chairman, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the day and year first above written.

TRI-COUNTY REGIONAL VOCATIONAL  
TECHNICAL SCHOOL DISTRICT  
COMMITTEE

TRI-COUNTY TEACHERS  
ASSOCIATION

By:   
\_\_\_\_\_

Chairman

By:   
\_\_\_\_\_

President

**APPENDIX A**  
**PART I**

**Section 1 – Academic Teachers (including Special Education, Support Staff, Guidance Personnel and Nurses)**

- A. To be placed on Column 1, a professional employee shall have attained a Bachelor's Degree from an accredited college or university. To move beyond Column 1, an academic teacher must hold any level of licensure in his/her subject area.
- B. A professional employee to be placed on Column 2 must attain fifteen (15) credits beyond a Bachelor's Degree from an accredited college or university and must hold any level of licensure in his/her subject area. These credits may be graduate or in-service credits.
- C. A professional employee to be placed on Column 3 must attain a Master's Degree from an accredited college or university and must hold any level of licensure in his/her subject area.
- D. A professional employee to be placed on Column 4 must attain fifteen (15) credit hours from an accredited college or university earned after the attainment of a Master's Degree and must hold any level of licensure in his/her subject area. These credits may be graduate or in-service credits.
- E. A professional employee to be placed on Column 5 must attain thirty (30) credit hours from an accredited college or university earned after the attainment of a Master's Degree and must hold any level of licensure in his/her subject area. These credits may be graduate or in-service credits.
- F. All courses must meet with prior approval of the Superintendent-Director to ensure credit. Courses within a Bachelors, Masters, CAGS, Ed. S., or Doctoral program, either in education or in a subject matter related to a teacher's field of employment, shall be deemed sufficient for credit towards salary advancement. The Superintendent-Director may approve special programs.
- G. The nurses' top step shall be Step 16.

## **Section 2 – Vocational Teachers**

- A. To be placed on Column 1, a professional employee shall have attained a preliminary vocational technical license from the Department of Education Career and Vocational Technical Division.
- B.
  - 1. A non-degree professional employee to be placed on Column 2 must attain a professional vocational technical teacher license.
  - 2. Any teacher with an Associate’s Degree teaching in a full Chapter 74 approved program will be hired on Column 2 of the salary schedule. Upon acquisition of professional licensure, the employee will advance to Column 3 of the salary schedule.
  - 3. Any teacher with a Bachelor’s Degree teaching in a full Chapter 74 approved program will be hired on Column 2 of the salary schedule. Upon acquisition of professional licensure, the employee will advance to Column 5 of the salary schedule.
- C. A non-degree professional employee with a professional vocational technical license to be placed on Column 3 must attain twenty-seven (27) credit hours in college-level courses beyond the professional vocational technical teacher license. These credits may be undergraduate or in-service credits.
- D. A non-degree professional employee with a professional vocational technical teacher license to be placed on Column 4 must attain fifty-four (54) credit hours in college-level courses beyond the professional vocational technical teacher license. These credits may be undergraduate or in-service credits.
- E. A non-degree professional employee with a professional vocational technical teacher license to be placed on Column 5 must attain a Bachelor’s Degree.
- F. All courses must meet with prior approval of the Superintendent-Director to ensure credit. Courses within a Bachelors, Masters, CAGS, Ed. S., or Doctoral program, either in education or in a subject matter related to a teacher’s field of employment, shall be deemed sufficient for credit towards salary advancement. The Superintendent-Director may approve special programs.



**APPENDIX A (1)  
SALARY SCHEDULE  
2019 - 2020 (2.25%)**

	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
	<b>PreL</b>	<b>ProL</b>	<b>ProL+27</b>	<b>ProL+54</b>	<b>Pro+B</b>
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	49,631	51,616	53,681	55,830	58,061
2	51,491	53,552	55,695	57,923	60,239
3	53,422	55,561	57,784	60,094	62,496
4	55,427	57,644	59,951	62,348	64,839
5	57,504	59,806	62,199	64,685	67,271
6	59,661	62,048	64,531	67,113	69,794
7	61,898	64,375	66,951	69,628	72,411
8	64,218	66,791	69,461	72,239	75,126
9	66,627	69,295	72,067	74,948	77,943
10	69,125	71,893	74,769	77,759	80,866
11	71,716	74,587	77,573	80,675	83,898
12	74,407	77,385	80,481	83,701	87,043
13	77,196	80,287	83,499	86,839	90,309
14	80,091	83,297	86,630	90,097	93,696
15	83,093	86,421	89,881	93,473	97,209
16	86,210	89,661	93,250	96,979	100,854

**APPENDIX A (2)**  
**SALARY SCHEDULE**  
**2020 - 2021 (2%)**

<b>Step</b>	<b>B PreL 1</b>	<b>B+15 ProL 2</b>	<b>M ProL+27 3</b>	<b>M+15 ProL+54 4</b>	<b>M+30 Pro+B 5</b>
1	50,624	52,648	54,755	56,947	59,222
2	52,521	54,623	56,809	59,081	61,444
3	54,490	56,672	58,940	61,296	63,746
4	56,536	58,797	61,150	63,595	66,136
5	58,654	61,002	63,443	65,979	68,616
6	60,854	63,289	65,822	68,455	71,190
7	63,136	65,663	68,290	71,021	73,859
8	65,502	68,127	70,850	73,684	76,629
9	67,960	70,681	73,508	76,447	79,502
10	70,508	73,331	76,264	79,314	82,483
11	73,150	76,079	79,124	82,289	85,576
12	75,895	78,933	82,091	85,375	88,784
13	78,740	81,893	85,169	88,576	92,115
14	81,693	84,963	88,363	91,899	95,570
15	84,755	88,149	91,679	95,342	99,153
16	87,934	91,454	95,115	98,919	102,871

**APPENDIX A (3)  
SALARY SCHEDULE  
2021 - 2022 (2%)**

<b>Step</b>	<b>B PreL 1</b>	<b>B+15 ProL 2</b>	<b>M ProL+27 3</b>	<b>M+15 ProL+54 4</b>	<b>M+30 Pro+B 5</b>
1	51,636	53,701	55,850	58,086	60,406
2	53,571	55,715	57,945	60,263	62,673
3	55,580	57,805	60,119	62,522	65,021
4	57,667	59,973	62,373	64,867	67,459
5	59,827	62,222	64,712	67,299	69,988
6	62,071	64,555	67,138	69,824	72,614
7	64,399	66,976	69,656	72,441	75,336
8	66,812	69,490	72,267	75,158	78,162
9	69,319	72,095	74,978	77,976	81,092
10	71,918	74,798	77,789	80,900	84,133
11	74,613	77,601	80,706	83,935	87,288
12	77,413	80,512	83,733	87,083	90,560
13	80,315	83,531	86,872	90,348	93,957
14	83,327	86,662	90,130	93,737	97,481
15	86,450	89,912	93,513	97,249	101,136
16	89,693	93,283	97,017	100,897	104,928

**APPENDIX A (4)**  
**COACHING SALARIES\***  
**(Per Person Amount)**

<b>Sport</b>	<b>Position</b>	<b>Level</b>	<b>Number of Coaches</b>	<b>2019-2020 (2.25%)</b>	<b>2020-2021 (2%)</b>	<b>2021-2022 (2%)</b>
All	Athletic Director	All	1	22,086	22,528	22,979
Football	Head Coach	Varsity	1	7,757	7,912	8,070
Football	Assistant Coach	Varsity	2	5,471	5,580	5,692
Football	Head Coach	Freshman	1	5,372	5,479	5,589
Football	Assistant Coach	Freshman	2	4,643	4,736	4,831
Soccer	Coach	Varsity (Boys)	1	5,275	5,381	5,489
Soccer	Coach	Junior Varsity (Boys)	1	3,453	3,522	3,592
Soccer	Coach	Varsity (Girls)	1	5,275	5,381	5,489
Soccer	Coach	Junior Varsity (Girls)	1	3,453	3,522	3,592
Cheerleading	Coach	Varsity (Fall)	1	5,275	5,381	5,489
Cheerleading	Coach	Varsity (Winter)	1	5,275	5,381	5,489
Cheerleading	Coach	Junior Varsity (Fall)	1	3,453	3,522	3,592
Cheerleading	Coach	Junior Varsity (Winter)	1	3,453	3,522	3,592
Girls Volleyball	Coach	Varsity	1	5,275	5,381	5,489
Girls Volleyball	Coach	Junior Varsity	1	3,453	3,522	3,592
Girls Volleyball	Coach	Freshman	1	2,961	3,020	3,080
Basketball	Head Coach	Varsity (Boys)	1	6,836	6,973	7,112
Basketball	Coach	Junior Varsity (Boys)	1	4,957	5,056	5,157
Basketball	Head Coach	Varsity (Girls)	1	6,836	6,973	7,112
Basketball	Coach	Junior Varsity (Girls)	1	4,957	5,056	5,157
Wrestling	Coach	Varsity	1	5,968	6,087	6,209
Wrestling	Coach	Junior Varsity	2	4,961	5,060	5,161
Baseball	Coach	Varsity	1	5,968	6,087	6,209
Baseball	Coach	Junior Varsity	1	4,124	4,206	4,290
Softball	Coach	Varsity	1	5,968	6,087	6,209
Softball	Coach	Junior Varsity	1	4,124	4,206	4,290
Indoor Track	Coach	Varsity	1	5,275	5,381	5,489

**APPENDIX A (5)**  
**COACHING SALARIES (Continued)**  
**(Per Person Amount)**

<b>Sport</b>	<b>Position</b>	<b>Level</b>	<b>Number of Coaches</b>	<b>2019-2020 (2.25%)</b>	<b>2020-2021 (2%)</b>	<b>2021-2022 (2%)</b>
Spring Track	Coach	Varsity	1	5,151	5,254	5,359
Spring Track	Coach	Junior Varsity	2	3,577	3,649	3,722
Golf	Head Coach	Varsity	1	4,216	4,300	4,386
Lacrosse	Coach	Varsity	1	5,968	6,087	6,209
Lacrosse	Coach	Varsity (Girls)	1	5,968	6,087	6,209
Lacrosse	Coach	Junior Varsity	1	4,124	4,206	4,290
Weight Lifting	Supervisor	Intramural	3	967	986	1,006
Cross Country	Coach	Varsity	1	4,216	4,300	4,386
Ice Hockey	Head Coach	Varsity	1	7,757	7,912	8,070
Ice Hockey	Coach	Junior Varsity	1	5,471	5,580	5,692

**\* At the discretion of the Superintendent-Director, when numbers warrant, a sub-varsity level team and coach may be added for that year. The stipend will be equal to that of the lowest salaried coaching position for that season.**

**APPENDIX A (6)  
ADVISOR STIPENDS**

<b>Advisor</b>	<b>Number of Stipends</b>	<b><u>Per Person Amount</u></b>		
		<b>2019 - 2020 (2.25%)</b>	<b>2020 - 2021 (2%)</b>	<b>2021 - 2022 (2%)</b>
Academic Facilitators		1,526	1,557	1,588
Academic Facilitators - Additional		100	100	100
AM. Tech. Honor Society		839	856	873
Anime Club		532	543	554
Chess Club		839	856	873
Chorus		1,231	1,256	1,281
Diversity Advisor		839	856	873
Drama Club Advisor	2	1,764	1,799	1,835
ESL/SEI Liaison		6,000	6,120	6,242
Fund Raising Committee		1,220	1,244	1,269
Game Club		839	856	873
Game Club Assistant		425	434	443
Garden Club		559	570	581
Grade 10		1,031	1,052	1,073
Grade 11		1,387	1,415	1,443
Grade 12		1,562	1,593	1,625
Grade 9		783	799	815
Green Club		559	570	581
HSTW Site Committee Chair		1,640	1,673	1,706
LPN Coordinator		10,744	10,959	11,178
Math Team Advisor		2,462	2,511	2,561
Mentor Coordinator	2	2,425	2,474	2,523
Music Club Advisor		839	856	873
National Honor Society Advisor		1,238	1,263	1,288
Non-Traditional Group Advisor		839	856	873
PAWS Advisor		839	856	873
Robotics Advisor	3	1,454	1,483	1,513
SADD Advisor		755	770	785
Senior Project Coordinators		1,268	1,293	1,319
Ski Club Advisor		894	912	930
SkillsUSA Advisor	3	3,812	3,888	3,966
Spanish Club Advisor		783	799	815
Student Council Advisor	2	1,238	1,263	1,288
TC Details Advisor		1,151	1,174	1,197
Teacher Mentors		1,558	1,589	1,621
Tri-Times Advisor		1,151	1,174	1,197
Vocational Budget Liaison		782	798	814
Yearbook Advisor		3,641	3,714	3,788
Yearbook Assistant Advisor		2,462	2,511	2,561

## **APPENDIX B**

### **Post Secondary Day Teachers Agreement between the Tri-County Regional Vocational Technical School Committee and the Tri-County Regional Vocational Technical Teachers Association**

Post Secondary Day Teachers shall be subject to the Agreement between the Tri-County Regional Vocational Technical School Committee and the Tri-County Teachers' Association as modified under the following sections.

#### **Article VII – Workday, Workyear, and Workload**

Paragraph B: The school day shall consist of approximately seven hours. When appropriate it may be necessary to shift the schedule to evenings. This shall be done with the knowledge of the Director of Continuing Education and the school day shall consist of seven hours. Post Secondary Day Teachers shall be available for assignments/extra help after school once per week.

Post Secondary Day Teachers do not work on any day that Tri-County Regional Vocational Technical High School is not in session except that flexibility is provided for the purpose of scheduling clinical make-up days on weekends and/or evenings.

Paragraph D: Post Secondary Day Teachers will be exempt from duties.

Paragraph G: Post Secondary Day Teachers will be assigned (1) preparation period per day or an equivalent basis to be utilized over the school year. For short term absences, Post Secondary Day teachers will cover for one another within their specific program. No substitute is called. For long term absence, a substitute teacher may be called for coverage. Post Secondary Day teachers will not be required to provide any other coverage.

Paragraph J: Post Secondary Day Teachers shall attend the faculty meetings on the first day of the school year, as well as any other meetings deemed appropriate by the Director of Continuing Education. Example of such meeting would include those dealing with school safety and policy issues.

Paragraph K: Post Secondary Day Teachers shall be expected to attend four evening meetings per year and other evening meetings as may be required by their program's licensing agency. Post Secondary Day Teachers shall be expected to conduct at least two Advisory Committee meetings per year, one open house and one other evening as deemed appropriate by the Director of Continuing Education.

Post Secondary Advisory Committees shall meet a minimum of two times during the year. They shall keep formal minutes of said meetings which must be submitted to the Director of Continuing Education. These Advisory Committee meetings may or may not coincide with the secondary Advisory Committee meetings.

Paragraph L: On half day professional development days, post-secondary instructors should attend, unless it interferes with another post-secondary professional development and/or the completion of their program.

#### Article XVII – Teacher Evaluations

##### Paragraph D: Formal Evaluations

Formal teacher evaluations shall be performed by the Director of Continuing Education as required by the Agreement. When Clinical evaluations are required, they shall be conducted in accordance with the Agreement and the regulations of the program's licensing agency.



## APPENDIX C

### ACADEMIC FACILITATORS AND VOCATIONAL BUDGET LIAISONS

#### Academic Facilitators:

- 1 – English/Spanish
- 1 – Math
- 1 – Science/Physical Education
- 1 – Social Studies/Business
- 1 – Special Education

#### Vocational Budget Liaisons:

- 1 – Carpentry
- 1 – Electrical
- 1 – HVAC
- 1 – Plumbing
- 1 – Dental Assisting
- 1 – Early Childhood Careers
- 1 – Culinary Arts
- 1 – Cosmetology
- 1 – Medical Careers
- 1 – Computer Information Systems
- 1 – Graphic Design
- 1 – Auto Tech
- 1 – Auto Body
- 1 – Engineering Technology
- 1 – Construction Craft Laborers
- 1 – Post-Secondary Cosmetology
- 1 – Metal Fabrication and Joining Technologies
- 1 – Legal and Protective
- 1 – Medical Assisting

#### Qualifications:

1. Candidate must be fully licensed in the area or one of the areas for which he/she will serve as Facilitator or Budget Liaison.
2. Candidate must have five years' experience, three in the system as a teacher in the area or one of the areas for which he/she will serve as Facilitator or Budget Liaison.
3. Candidate must have demonstrated ability to work cooperatively and effectively with others.

Reports to: Respective administrative supervisor

Performance Responsibilities:

1. To compile departmental budget and submit to the Administrative Supervisor
2. To assist in ordering and receiving materials and supplies and to monitor inventory for the department(s).
3. To serve as liaison between Administrative Supervisor and the department(s).
4. Facilitators and Budget Coordinators will assist the Administrative Supervisor in preparation of local, state and federal reports

Terms of Employment:

Annual. Academic Facilitators and Vocational Budget Liaisons will serve in their positions from July 1 to June 30 and will be appointed and assigned annually by the Principal. Academic Facilitators will be compensated at the following rate: The base compensation will be in accordance with the salary schedule plus \$100 per teacher over four, excluding self. Academic Facilitators will be responsible for working a full contractual year plus additional days not to exceed two. Vocational Budget Liaisons will be compensated in accordance to the salary schedule Appendix A(6). Vocational Budget Liaisons will be responsible for working a full contractual year plus additional days not to exceed one.

## APPENDIX D

### TCTA Educator Evaluation Tool

The current evaluation agreement between the Tri-County Teachers' Association and the Tri-County Regional Vocational Technical School Committee follows the model contract language (<http://www.doe.mass.edu/eeval/model/PartIV.pdf>) set forth by the state with the following adaptations.

#### Statement of Purpose for Educator Evaluation at Tri-County

Tri-County embraces a collaborative coaching model of evaluation with an emphasis on reflective practices to promote individual and school development and growth. In the process, we recognize individual strengths and contributions consistent with continuous school improvement and the Tri-County Core Values of TCPRIDE.

#### Educator Plans

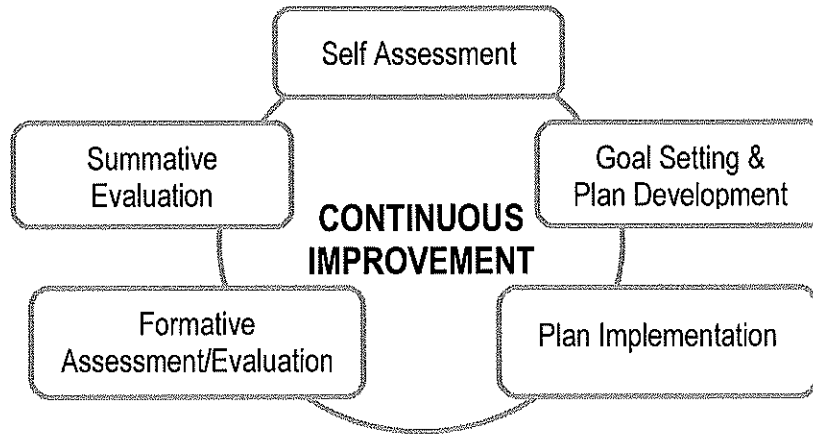
An educator's Summative Performance Rating determines their next Educator Plan. For educators who received a rating of Proficient or Exemplary, the **Self-Directed Growth Plan** is developed by the educator and is either one or two years in length, based on the professional judgment of the evaluator. For educators who received a rating of Needs Improvement, the **Directed Growth Plan** is developed by the Educator and evaluator and is one year or less in duration. For educators who were rated as Unsatisfactory, the **Improvement Plan** is developed by the evaluator and is 30 days to one year in duration. **The Developing Educator Plan** applies to educators without Professional Teacher Status (PTS), administrators in their first three years in a district, or educators in new assignments (at the discretion of their evaluators), and is a one-year plan developed by the educator and evaluator.

Performance Rating	Exemplary	1-year Self-Directed Growth Plan	2-year Self-Directed Growth Plan
	Proficient		
	Needs Improvement	Directed Growth Plan (up to 1 year)	
	Unsatisfactory	Improvement Plan (30 days to 1 year)	

Learn more about Educator Plans

<http://www.doe.mass.edu/eeval/resources/QRG-EducatorPlans.pdf>

See DOE Guidelines on the 5-Step Cycle  
<http://www.doe.mass.edu/eval/sprating/5-StepCycle.html>



**Two-Year Self-Directed Growth Plan**

<u>Year 1</u> May-Oct 15	Self-Assessment  Plan Development	Educator uses educator rubric and summative evaluation conference to complete self-assess reflection form Educator and evaluator confer to: <ul style="list-style-type: none"> <li>• Write 2-year plan/goal</li> <li>• Identify evidence and the manner in which it will be presented during the formative evaluation</li> </ul>
<u>Year 1</u> Sept-Apr	Plan Implementation  Observations	Educator implements plan Evaluator conducts at least two observations, each one followed by a teacher conference to: <ul style="list-style-type: none"> <li>• Answer/ask relevant questions</li> <li>• Discuss lesson strengths and suggested changes/Improvement</li> </ul> Evaluator completes the observation form based on conference discussion
<u>Year 1</u> Mar 15-Apr 15	Formative Evaluation	Educator brings pre-determined evidence to evaluator to: <ul style="list-style-type: none"> <li>• Discuss and determine progress on goals</li> <li>• Adjust goals as necessary</li> <li>• Discuss and determine assessment of standards</li> <li>• Identify evidence and the manner in which it will be presented during the summative evaluation</li> </ul>
<u>Year 1</u> On or before May 1	Formative Evaluation Report	Evaluator completes and shares Formative Evaluation Report based on conference discussion. Educator has five days to respond to Formative Evaluation Report*

		*Educator and evaluator sign Formative Evaluation Report after five day response period and by June 15
<b>Year 2</b> Sept-Apr	Plan Implementation  Observations	Educator implements plan Evaluator conducts at least two observations, each one followed by a teacher conference to: <ul style="list-style-type: none"> <li>• Answer/ask relevant questions</li> <li>• Discuss lesson strengths and suggested changes/Improvement</li> </ul> Evaluator completes the observation form based on conference discussion
<b>Year 2</b> Apr 15-May 15	Summative Evaluation	Educator submits: <ul style="list-style-type: none"> <li>• Pre-determined evidence</li> <li>• Reflection on goal and related rubric elements</li> </ul> Evaluator reviews evidence and reflection Evaluator and educator confer to: <ul style="list-style-type: none"> <li>• Discuss and determine progress on goals</li> <li>• Discuss and determine assessment of standards and growth recommendations for next cycle</li> </ul>
<b>Year 2</b> On or before May 30	Summative Evaluation Report	Evaluator completes and shares Summative Evaluation Report based on conference discussion. Educator has five days to respond to Summative Evaluation Report
<b>Year 2</b> One or before June 15	Signatures	Educator and evaluator sign Summative Evaluation Report after the five day response period.

*\* Educators on a One-Year Self-Directed Growth plan will follow the Time Frame of the Developing Educator Plan with a minimum of two observations.*

### Developing Educator Plan (non-PTS)

Time Frame 1 Year	Title	Description
May-Oct 15	Self-Assessment  Plan Development	Educator uses educator rubric and summative evaluation conference to complete self-assess reflection form Educator and evaluator confer to: <ul style="list-style-type: none"> <li>• Write 1-year plan/goal</li> <li>• Identify evidence and the manner in which it will be presented during the formative assessment</li> </ul>
Sept-Apr	Plan Implementation  Observations	Educator implements plan Evaluator conducts at least four observations, each one followed by a teacher conference to: <ul style="list-style-type: none"> <li>• Answer/ask relevant questions</li> <li>• Discuss lesson strengths and suggested changes/improvement</li> </ul> Evaluator completes the observation form based on conference discussion Evaluator, at his/her discretion, conducts at least 1 pre-observation conference, announced observation, and post observation conference to: <ul style="list-style-type: none"> <li>• Answer/ask relevant questions</li> <li>• Discuss lesson strengths and suggested changes/improvement</li> </ul>
Dec 15-Jan 15	Formative Assessment	Educator brings pre-determined evidence to evaluator to: <ul style="list-style-type: none"> <li>• Discuss and determine progress on goals</li> <li>• Adjust goals as necessary</li> <li>• Identify evidence and the manner in which it will be presented during the summative evaluation</li> </ul>
On or before Feb 1	Formative Assessment Report	Evaluator completes Formative Assessment Report based on conference discussion
Apr 15 – May 15	Summative Evaluation	Educator submits: <ul style="list-style-type: none"> <li>• Pre-determined evidence</li> <li>• Reflection on goal and related rubric elements</li> </ul> Evaluator reviews evidence and reflection Evaluator and educator confer to: <ul style="list-style-type: none"> <li>• Discuss and determine progress on goals</li> <li>• Discuss and determine assessment of standards and growth recommendations for next cycle</li> </ul>
On or before May 30	Summative Evaluation Report	Evaluator completes and shares Summative Evaluation Report based on conference discussion Educator has five days to respond to Summative Evaluation Report
On or before June 15	Signatures	Educator and Evaluator sign Summative Evaluation Report after the five day response period

*\*\*Timeline for educators on Directed Growth Plans or Improvement Plans will be established  
By the educator and evaluator when creating the Educator Plan.*

**Deadline Dates** – In the event that a deadline date falls on a non-school day, the deadline will be the next school day.

**2019-2020 – Transition Year Guidelines** – Teachers who received a formative evaluation for 2018-2019 will be able to complete the second phase of their two-year cycle by either creating new goals for the 2019-2020 school year, or by extending their goals from the 2018-2019 school year. By October 15, educator and evaluator will confer to:

- Use formative assessment to adjust goals as necessary
- Identify evidence and the manner in which it will be presented during the summative evaluation

The plan continues at the “Year 2-Mid” line as shown in the self-directed growth plan table.

Professional Goal: Educator plans must include a minimum of one individual or team goal to improve the educator’s professional practice tied to one or more Performance Standards and specific elements in the teacher rubric.

<http://www.doe.mass.edu/eval/resources/rubrics/>

**Student Learning Goal/Student Learning Indicator II-C:** Educator plans must include one individual or team goal to improve the learning, growth, and achievement of the students under the educator’s responsibility.

**Student Learning Indicator II-C:** The Student Learning Indicator is about the impact of educators actions and behaviors relative to student learning. Did students learn as much as educators set out to teach? For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. Because evaluators are not required to make a rating determination for any individual indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. There are no associated elements or performance descriptors for the Student Learning Indicator.

Evaluators and educators should identify the most appropriate assessments of student learning and anticipated student learning gains associated with those measures when developing the Educator Plan.

\*Evaluators have final authority over goals.

#### **Evaluator Requirements:**

In order to maintain and support a collaborative coaching model of evaluation, evaluators will be responsible for the evaluation of a manageable number of educators. Evaluators will hold an administrative license and will participate in a calibration\* program throughout each year. Upon mutual agreement between educator and administration team, educators may be assigned a new evaluator at the beginning of a plan cycle.

#### **\*DESE Evaluator Calibration Overview & Program**

Calibration- Calibration is the result of ongoing, frequent collaboration of groups of educators to (1) come to a common, shared understanding of what practice looks like at different performance levels and (2)

establish and maintain consistency in aspects of the evaluation process including analyzing evidence, providing feedback, and using professional judgment to determine ratings.