

**AGREEMENT**

**between**

**SOUTHEASTERN REGIONAL SCHOOL  
DISTRICT COMMITTEE**

**and the**

**SOUTHEASTERN REGIONAL TEACHERS' FEDERATION, LOCAL 1849,  
AFT Massachusetts, AFL-CIO**

**September 1, 2022 - August 31, 2025**

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## **PREAMBLE**

**WHEREAS**, the Southeastern Regional School District Committee and the Southeastern Regional Teachers' Federation have followed the legally prescribed method of collective bargaining and both parties have discovered such procedure can, by fair and equitable treatment, be advantageous to the education of pupils receiving instruction at the Southeastern Regional Vocational Technical School.

**WHEREAS**, both parties to this Agreement recognize their responsibilities as examples for the students, it is further agreed that in all facets of our relationship we must act in their interest by dedication to the fulfillment of the philosophy and objectives mandated by experienced judgment, noble intention and genuine determination to send forth the best educated students possible.

Both parties further agree to work in close harmony to advance the cause of vocational-technical education of the Southeastern Regional School District.

**NOW THEREFORE**, the following Agreement is made and entered into as of the first day of September 2022, by and between the School Committee of the Southeastern Regional School District (hereinafter referred to as the "Committee") and the Southeastern Regional Teachers' Federation, Local 1849, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Federation").

## **ARTICLE I RECOGNITION**

### **Section One:               The Bargaining Unit**

The Committee recognizes the Federation as the exclusive bargaining representative for all classroom teachers, librarians, adjustment counselors, and guidance counselors employed by the Southeastern Regional Vocational-Technical High School and Technical Institute including teachers, librarians, adjustment counselors and guidance counselors employed at any satellite schools (collectively, "Unit Members"), and excluding all other employees, the Superintendent, and supervisory employees, who regularly possess as an integral part of their duties the right to hire, fire, discipline, promote, demote, transfer or settle grievances or also effectively recommend such action.

### **Section Two:               Satellite Schools**

The salary schedule, grievance procedure, and economic benefits, e.g., insurance and paid leave, provisions of this Agreement shall be applicable to Unit Members employed at satellite schools. However, other terms and conditions of employment contained in this Agreement, e.g., class size, duty-free lunch, teaching hours, teaching load, may not be applicable because of the unique conditions of employment at satellite schools. If differences are necessary between the satellite school(s) and the Southeastern campus, the terms and conditions will be subject to negotiation and agreement.

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## ARTICLE II COMMITTEE RIGHTS

### Section One: Powers and Duties

The Committee is a public body, established under law and with authority, powers, rights, and responsibilities provided by law and the statutes of the Commonwealth. The operation of its schools and the direction of its professional staffs are the responsibilities of the Committee and/or the Superintendent.

### Section Two: Exercise of Powers and Duties

Except as abridged, granted, delegated, or modified by this Agreement, the exercise of such rights, powers, and responsibilities shall be final and binding and not be subject to the grievance-arbitration provisions of this Agreement.

## ARTICLE III SALARIES

### Section One: Salaries

The salary schedules attached hereto as Salary Schedule A1, A2, and A3 shall become effective on September 1, 2022, and will remain in effect through August 31, 2025.

The athletic and extracurricular salary schedules attached hereto as Schedules B1, B2, B3, C1, C2, and C3 shall become effective on September 1, 2022, and will remain in effect through August 31, 2025.

#### Salary Increases

##### 2022-2023

- 1% increase on all salary addenda;
- An additional 2% increase on base salaries of Steps 1-5;
- An additional 3% increase on base salaries of Steps 6-10;
- An additional 4% increase on base salaries of Steps 11-13.
- A retention on recruitment bonus equal to six dollars (\$6) for every day worked, which shall not include any and all leaves of absence under Section XX and Section XXI, during the 2022-2023 school year. The bonus will be distributed during the first pay period in October 2023. To be eligible, a unit member must have worked at least one (1) day during the 2022-2023 school-year and be actively employed by the District on October 1, 2023.

##### 2023-2024

- 1% increase on all salary addenda;
- An additional 2% increase on base salaries of Steps 1-5;
- An additional 3% increase on base salaries of Steps 6-10;
- An additional 3% increase on base salaries of Steps 11-13.



- A retention on recruitment bonus equal to six dollars (\$6) for every day worked, which shall not include any and all leaves of absence under Section XX and Section XXI, during the 2023-2024 school year. The bonus will be distributed during the first pay period in October 2024. To be eligible, a unit member must have worked at least one (1) day during the 2023-2024 school-year and be actively employed by the District on October 1, 2024.

#### 2024-2025

- 1% increase on all salary addenda;
- An additional 2% increase on base salaries of Steps 1-5;
- An additional 3% increase on base salaries of Steps 6-10;
- An additional 3% increase on base salaries of Steps 11-13.

A Performance Bonus will be negotiated by both parties for the 2024-2025 school year no later than March 1, 2024.

#### **Section Two: Placement on the Salary Schedule**

Initial placement on the salary schedule shall be based on training and experience. Exceptions may be made by the School Committee upon a showing of unusual circumstances and after consultation with the Federation. Efforts will be made to equalize the rate of incumbent teachers in the same occupation area who have equal experience and training if their salary is lower than the new hiring rate.

#### **Section Three: Salary Addenda**

- Credits submitted for salary addenda may include credit for work in industry or related trades, credit for courses at institutions, training required for the operation of new equipment, or the learning of a new process. Unit Members must apply in writing to the Superintendent for approval prior to commencing training or coursework for the purpose of obtaining a salary addendum, and such approval shall not be unreasonably withheld. The Superintendent or designee must communicate notice of approval or disapproval within fifteen (15) days of receipt of the request.
- Salary addenda will become effective on the September first (1<sup>st</sup>) or March first (1<sup>st</sup>) following satisfactory completion of the coursework or training that was approved in advance by the Superintendent or designee.

If a teacher submits credits completed prior to the effective date of this contract for approval at any time, and they are approved by the Superintendent, any salary addenda to which the teacher is entitled shall become effective on the next September first (1<sup>st</sup>) or March first (1<sup>st</sup>).

#### **Section Four: Step Increases**

- Unit Members serving more than one-half school year will be eligible to advance a step on the salary schedule in September, subject to the conditions stated below.

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- b. Step Increases on the salary schedule shall require satisfactory completion of one (1) three-credit course or equivalent once every five (5) years.
- c. Step increases are not automatic, but will be granted only when the Unit Member has demonstrated proficiency in teaching.
- d. A Unit Member, upon recommendation of the Superintendent, may receive a double step increase for exemplary performance limited by the maximum salary of the level where the faculty member is presently placed.
- e. A Unit Member shall be notified by April fifteenth (15th) if the member will not receive a step increase. A Unit Member whose step increase has been withheld shall, upon request, be granted a hearing before the School Committee or a subcommittee thereof and be represented at said hearing by the Federation. The decision of the School Committee will not be arbitrable.
- f. Educators employed under a waiver may be compensated up to and including step 8.
- g. In order to be eligible for an education addendum to their base salary, unit members must hold a current, active license.

**Section Five: Method and Time of Salary Payment**

- a. Salaries of Unit Members shall be paid in twenty-six (26) equal installments, starting with the second week of the school year in September, and continuing through August. Alternatively, Unit Members may elect to be paid in twenty-one (21) equal installments starting with the second week of the school year in September and continuing through June.
- b. The Unit Member's pay period election is binding from September first (1<sup>st</sup>) through the following August thirty-first (31<sup>st</sup>). Unit Members may change the frequency of their salary payments for the subsequent school year by notifying the District in writing by no later than May 15.
- c. Unit Members who elect to be paid in twenty-six (26) installments may request a lump sum payment of the twenty-second (22<sup>nd</sup>) through twenty-sixth (26<sup>th</sup>) installments to be paid at the close of the school year. To be eligible for a lump sum payment, Unit Members must submit a written request by no later than May 15.
- d. If a Unit Member leaves or dies during the school year, the member or the member's estate shall be entitled to 1/183<sup>rd</sup> of the member's contractual salary for each day the member was employed by the District and working or on paid leave.
- e. All Unit Members hired after September 1, 2006, shall participate in direct deposit of payroll checks to the banking institution of their choice.

**Section Six: Hourly Rates of Pay**

- a. All services that require the teacher's attendance in a teaching capacity outside the time designated as the normal school day shall constitute service beyond the payment schedule of the normal teaching day and said teacher shall be compensated at the rate of forty dollars and eighteen cents (\$40.18) for the 2022-2023 year, be increased to forty-one dollars and thirty-nine cents (\$41.39) for the 2023-2024 year and increased to forty-two dollars and sixty-three cents (\$42.63) for the 2024-2025 year.
- b. The School Committee will pay teachers in the regular summer school, evening school, or teaching in federally financed programs at the rate forty dollars and eighteen cents (\$40.18) for the 2022-2023 year, be increased to forty-one dollars and thirty-nine cents (\$41.39) for the 2023-2024 year and increased to forty-two dollars and sixty-three cents (\$42.63) for the 2024-2025 year. The School District may pay teachers in the evening school at a rate different than the contractual hourly rate (either lower or higher) provided that bargaining unit members are paid the contractual rate, bargaining unit members have priority in evening school employment, and the Federation is notified of the differing evening rate.

**Section Seven: Mileage Allowance**

Unit Members covered by this Agreement, who are authorized to use private automobiles for school business, shall be reimbursed at the current rate established and accepted by the Internal Revenue Service.

**Section Eight: Guidance Counselors**

- a. The Guidance Counselors' workday and year shall be the same as the teachers' workday and year except that Guidance Counselors shall be required to work five (5) days beyond the scheduled school year. The Director of Guidance will schedule the extra days during the week immediately before the opening of school, and the week immediately following the close of school. The Guidance Counselors will be compensated at the rate of one one hundred and eighty third (1/183) of their salary, as determined by their regular and usual placement on the teachers' salary schedule, for each day they are required to work above and beyond the scheduled school year.
- b. At least one (1) Guidance Counselor will be required to be on duty at school until 2:45 p.m. (twice a week) on Monday, Tuesday, Wednesday, and Thursday during the school year.
- c. Adjustment Counselors and Social Workers shall be required to work not less than four (4) days nor more than six (6) days beyond the scheduled school year. The extra two (2) days will be scheduled at the discretion of the Director of Guidance. Adjustment Counselors and Social Workers will be compensated at the rate of one one hundred and eighty-third (1/183) of their salary, as determined by their regular and usual placement on the salary schedule, for each day that they are required to work above and beyond the scheduled school year.

**Section Nine: Required Conferences and Courses**

- a. The School Committee agrees to pay the costs of a Unit Member's room and board if required by the Department of Elementary and Secondary Education or the Committee to attend a conference or take courses.

- b. If the Department of Elementary and Secondary Education requires all Unit Members or a significant portion thereof to attend a conference at a specific location, the Committee will provide transportation to and from such conference at no cost to the Unit Members.
- c. All teachers will be required to take a three credit course every four (4) years. The clock will start on September 1, 1994, for those people on the highest step of the teachers' salary schedule.
- d. Vocational teachers with professional status and requirements for licenses may, with prior approval of the Superintendent, use CEUs approved by an accrediting group in lieu of the required three-credit course, with the understanding that said CEUs shall not be used for advancement on the salary schedule.

**Section Ten: Licensed Practical Nurses**

In addition to their compensation as determined by their placement or position on the teachers' salary schedule, Unit Members who work as Licensed Practical Nursing faculty in the Technical Institute shall be compensated at the rate of one one hundred and eighty third (1/183) of their salary, as determined by the regular and usual placement on the teachers' salary schedule, for each day they are required to work above and beyond the high school's scheduled school year.

**ARTICLE IV  
SUPPLEMENTAL BENEFITS**

**Section One: Group Hospitalization and Life Insurance**

The Committee shall contribute seventy percent (70%) of the premiums for all Blue Cross and Blue Shield coverage to members of the Federation, or premiums for comparable benefits provided by a different carrier at the Committee's discretion, and seventy percent (70%) of the premiums for a \$10,000 life insurance policy. The balance of the cost for such hospitalization and life insurance shall be borne by the Unit Member.

The Committee shall contribute fifty percent (50%) of the premium for individual dental insurance coverage to members of the Federation. The balance of the premiums, whether for an individual or family dental insurance plan, shall be borne by the Unit Member.

The parties agree that the Group Hospitalization portion of the present Agreement may be reopened during the life of the present Agreement at the request of the School Committee. The parties further agree that should the parties fail to reach agreement to modify the Group Hospitalization benefit, then the current contract language will remain in effect for the life of the present Agreement.

**Section Two: Pension**

The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of the Agreement.



**Section Three: Tax-Free Annuity**

The Committee agrees that it is desirable to allow teachers to take advantage of the federal law concerning tax-free annuities and shall take such steps as are necessary to implement a tax-free annuity program. The Federation agrees to hold the Committee and the administration harmless in connection with dispute over the proper administration of this section.

**Section Four: Workers' Compensation**

The Committee agrees to provide coverage for Unit Members under the terms of the Massachusetts Workers' Compensation Act, Chapter 152, of the Massachusetts General Laws.

**Section Five: Inoculations**

The Committee shall provide influenza inoculations to Unit Members at no cost to the individual member. The Committee will arrange the dates of such inoculations during a school day and Unit Members who desire the inoculation must be available on that date.

**Section Six: Liability/Malpractice Insurance**

Unit Members shall be provided with liability/malpractice insurance by the District. Limits of liability shall be \$1,000,000.00 per claim not to exceed a total of \$1,000,000.00 per year for each faculty member involved.

**Section Seven: Cafeteria Plan - Chapter 125 Trust**

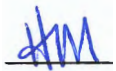
- a. Subject to law, the School Committee will adopt a Chapter 125 Trust enabling payments for health insurance to be paid with pre-tax monies. The District shall provide a Flexible Spending Account and will make available short-term disability insurance in which participation shall be voluntary.
- b. The District shall make available long-term disability insurance at rates and with coverage similar to that provided to non-Federation employees, in which participation shall be voluntary.
  - i. The District shall reimburse one hundred percent (100%) of the premium cost to Unit Members who have accrued ninety (90) or more unused sick days at the end of the school year, and fifty percent (50%) of the premium cost to employees with forty-five (45) to eighty-nine (89) accrued unused sick days at the end of the school year.
  - ii. Unit Members with less than forty-five (45) accrued unused sick days may enroll in long-term disability with one hundred percent (100%) of the premium cost being borne by the member.
  - iii. Unit Members who elected to be grandfathered under the sick leave and retirement bonus provisions of the Agreement that was in effect prior to September 1, 2018, shall not be eligible for enrollment in the long-term disability insurance plan.



## **Section Eight: Course Reimbursements**

The Committee agrees to reimburse fee and tuition expenses for courses taken by teachers who are fully approved and/or certified or to become approved and/or certified and have the proper licensure as identified by the Department of Elementary and Secondary Education subject to the following conditions:

- a. Unit Members must request approval from the Superintendent or designee prior to commencement. Failure by the Superintendent or designee to communicate notice of approval or disapproval within two (2) weeks of receipt of the request will be considered approval.
- b. Course reimbursement is limited to two (2) courses during the period September 1 through August 31. If a consortium associated with the District offers coursework necessary for non-certified staff to obtain a license, that staff member will be required to use the consortium course. In the event that no consortium course is offered, non-certified approved staff may use a regular college course under the terms set forth in this Article.
- c. Course reimbursement will be indexed to the current cost of fees and tuition at Bridgewater State University.
- d. Unit Members must achieve a grade of C or better in order to qualify for course reimbursement.
- e. In order to receive the reimbursement, the teacher must be working for the District at the time of payment and must continue to work for one (1) year following the reimbursement. Failure to remain for one (1) year after reimbursement will result in the reimbursement being withheld from the employee's last paycheck, unless the reason for not remaining for one (1) year is due to a reduction in force.
- f. Pursuant to the District's agreement on student teaching with Bridgewater State University, Southeastern receives a course voucher from Bridgewater State University for every staff member who works as a supervising practitioner for a full semester. The voucher permits certified staff of the District to enroll tuition-free in any three-credit course offered through the University's Program of Graduate School and Continuing Education. So long as the agreement with Bridgewater State University continues:
  - i. The supervising practitioner may use the voucher and elect to be reimbursed for the applicable registration fees or have the course exempted from the two-course limit set forth in this Section.
  - ii. A Unit Member other than the supervising practitioner may use the voucher, at the District's discretion. In that event, the District will reimburse the applicable registration fees, and the course will be counted against the two-course limit set forth in this Section.
- g. Members seeking to enroll in an accelerated program can apply for a waiver of the two (2) course limit with advanced approval by the Superintendent as long as the total annual cost to the District does not exceed indexed rate under paragraph c. of this section.



**ARTICLE V**  
**GRIEVANCE – ARBITRATION**

**Section One: Definitions and Initiation of Grievances**

- a. A “grievance” shall mean a complaint by an employee or the Federation that there has been a violation, misrepresentation, or inequitable application of any of the provisions of the Agreement.
- b. As used in this article, the term “employee” shall mean either an individual employee or a group of employees having the same grievance.
- c. The Federation may act in place of the Unit Member or group of members and may initiate and process grievances under the following procedure. At the request of the employer, the individual employee or a representative member of such group shall be present and shall participate in the grievance procedure at any level, provided that the Federation shall not be prevented from being present and representing such member. This paragraph shall in no way affect grievances filed by the Federation in its own behalf.
- d. Grievances will normally be initiated at the level at which the act or omission occurred, but in no event shall grievances be initiated beyond Level III. The parties may, by mutual agreement, process a grievance to the next level without a response having been made, or may remand a grievance to a lower level. Compliance with filing time limits shall be based upon the date of the initial filing.

**Section Two: Adjustment of Grievance**

**LEVEL I - SUPERVISOR**

- a. An employee may present a grievance to his supervisor within fifteen (15) school days following knowledge by the grievant of the act, condition, or omission that is the basis of the complaint, unless the grievant has a reasonable excuse for filing late.
- b. The Unit Member and the supervisor shall first confer on the grievance with the goal of arriving at a mutually satisfactory resolution of the complaint. At the conference, the member may request to be represented by a Federation representative, who shall be given the opportunity to be present and to state the Federation’s position. When the member is represented, the member must be present.
- c. The supervisor shall communicate his or her decision in writing to the aggrieved member and to the Federation representative who participated, if any, within five (5) school days after receiving the complaint.

**LEVEL II - PRINCIPAL**

- a. If the grievance is not resolved at Level I, the aggrieved member may appeal from the decision at Level 1 to the Principal within five (5) school days after the decision of the Supervisor has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the grievance and the decision at Level 1.

- b. The Unit Member and the Principal shall first confer on the grievance with the goal of arriving at a mutually satisfactory resolution of the complaint. At the conference, the member may be represented by a Federation representative, who shall be given an opportunity to be present and to state the Federation's position. When the member is represented, the member must be present.
- c. The Principal shall communicate his or her decision in writing to the aggrieved member and to the Federation representative who participated, if any, within ten (10) school days after receiving the complaint.

### **LEVEL III - SUPERINTENDENT**

- a. If the grievance is not resolved at Level II, the aggrieved member may appeal from the decision at Level II to the Superintendent within ten (10) school days after the decision of the Principal has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and the decision at Level II.
- b. The Superintendent or a designated representative shall meet and confer with the aggrieved member with the goal of arriving at a mutually satisfactory resolution of the complaint. At the conference, the member may be represented by a Federation representative, who shall be given the opportunity to be present and to state the Federation's position. The aggrieved member and a Federation representative, if any, shall be given at least two (2) school days' notice of the conference.
- c. Notice of the conference shall also be given to the Principal. The Principal shall be given an opportunity to be present at the conference and to state his or her views.
- d. If the Unit Member elects not to be represented by the Federation at this level, the Superintendent shall furnish the Federation with a copy of the appeal from Level II together with a notice of the date of the conference. In such cases, the Federation may be present and state its views.
- e. The Superintendent shall communicate his or her decision in writing, together with the supporting reasons to the aggrieved member and to any Federation representatives who participated at this level within twenty (20) school days after receiving the appeal.
- f. The Principal shall also receive a copy of any decision at this level.

### **LEVEL IV - SCHOOL COMMITTEE**

- a. If the grievance is not resolved at Level III, the aggrieved member may appeal from the decision at Level III to the School Committee within twenty (20) school days after the decision of the Superintendent has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal and shall be accompanied by a copy of the appeal and the decision at Level III.
- b. The School Committee shall meet with the aggrieved member with the goal of attaining mutual resolution of the complaint. At the conference, the employee may be represented by a Federation representative, who shall be given the opportunity to be present and to state the Federation's position. The aggrieved member and the Federation representative, if any, shall be given at least two (2) school days' notice of the conference.

- c. Notice of the conference shall also be given to the Superintendent and the Principal, who shall be given the opportunity to be present at the conference and to present their views.
- d. When the member elects not to be represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level III together with notice of the date of the conference. In such cases, the Federation may be present and state its view.
- e. The School Committee shall communicate its decision in writing, together with the supporting reasons to the aggrieved member and to the Federation representative who participated at this level, if any, within twenty (20) school days after receiving the appeal.
- f. The Superintendent and the Principal shall receive a copy of any decision at this level.

**Section Three: Time Limits**

The time limits in this article may be extended by mutual agreement.

**Section Four: Official Grievances and Personnel Files**

Official grievances filed by any teacher under the grievance procedures outlined in this collective bargaining agreement shall not be placed in the personnel file of the teacher.

**LEVEL V - ARBITRATION**

**Section Five: Procedure**

- a. A grievance dispute which was not resolved at the level of the School Committee under the grievance procedure may be submitted by the Federation to arbitration.
- b. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within twenty (20) school days after receipt of the decision of the School Committee, under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

**Section Six: Arbitrator Decision**

The arbitrator shall issue a decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with or varying in any way the terms of this Agreement or of applicable law.
- b. Which limits or interferes in any way with the powers, duties and responsibilities of the Committee under applicable law and statute.

**Section Seven: Effect of Arbitrator's Decision**

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute. The Committee agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Federation agrees that it will not bring or continue and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

**ARTICLE VI  
LENGTH OF WORKDAY, WORK YEAR**

A Committee or Committees comprised of two (2) administrators and two (2) Unit Members will meet annually, prior to February 1 to discuss and make recommendations to the Committee and the Federation regarding the school bell schedule, workday schedule, calendar, and grading policy.

**Section One: The Work Year**

Except as provided in Sections Eight and Ten of Article III, the work year of Unit Members shall be no more than 183 days providing that all of the members' assigned closing duties are completed on the students' last school day. The work year shall consist of one hundred eighty (180) teaching days, one (1) orientation day, one (1) Open House day and one (1) six-hour professional development day, which shall be scheduled between September and March of a given school year.

The work year of Unit Members, other than new personnel who may be required to attend additional days of orientation, will begin no earlier than September first (1<sup>st</sup>) and terminate no later than June thirtieth (30<sup>th</sup>). Unit Members will be required to attend the high school's annual graduation in a supervisory capacity. Members will not be required to attend graduation if it is held on a Saturday or Sunday.

**Section Two: The Workday**

The workday shall be as follows:

Except as provided in Sections Four and Five of this Article, the workday will begin at 7:30 a.m. and end at 2:30 p.m.

Except as provided in Section Eleven of Article VII, it is further understood and agreed that members shall be at their first assigned post no later than 7:30 a.m. Effective September 1, 2003, the teachers' school day was lengthened by fifteen (15) minutes. These fifteen (15) minutes may be used for team meetings, which shall include common planning time, departmental meetings and administrative meetings. Team meetings may take place up to three (3) days per week.

For good cause shown, the Committee has the right, after advance consultation with the Federation, to modify the starting and ending times of the high school and/or Technical Institute workday except that the workday shall not commence earlier than 7:30 a.m. nor end later than 4:00 p.m. In no event shall the total length of the workday be extended.





The decision of the School Committee to modify the starting and ending times within the limits of the preceding shall not be subject to the grievance and arbitration procedure unless such change is arbitrary or capricious.

**Section Three: Extended Day**

Extended days shall be added to the students' schedule, subject to the following conditions:

- a. The periods shall be scheduled between 2:30 p.m. and 4:00 p.m. and will offer students additional educational opportunities, including but not limited to, sports and intramurals, SkillsUSA local and chapter clubs, reading and math enrichment for students performing below grade level, credit recovery, attendance and make-up programs, and, enrichment classes such as drama, music and foreign languages.
- b. Members who volunteer to teach extended days shall be compensated pursuant to the stipend amounts listed in Appendix C.

**Section Four: Office Hours**

Unit Members will be available one (1) day per week (Monday or Wednesday) to provide extra assistance to students and to meet with parents from 2:30 p.m. to 3:00 p.m. Members will set their regularly scheduled office hours and location at the start of the school year and share them with students, parents, and their administrators.

**Section Five: General Faculty Meetings**

Unit Members shall be required to attend up to one (1) general faculty meeting approximately every other month after the end of the regular workday unless excused by the supervisor or absent from school. Members will be dismissed at 3:15 p.m. No more than five (5) meetings will be held throughout the work-year and the meeting schedule will be published annually as part of the school calendar.

**ARTICLE VII  
TEACHING HOURS AND TEACHING LOAD**

**Section One: Definitions**

- a. "Teaching Periods" are those periods in which the teacher 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.
- b. "Home Room Classes" are those in which pupils assemble in the morning and other times during the day for administrative purposes.
- c. "Administrative Periods" are those periods during which the teacher is programmed for a regular activity other than teaching. Such periods include curriculum development. An administrative period is a period of time during which the teacher is assigned a task by the administration. For vocational teachers only, vocational teachers will be assigned duties not more than one (1) administrative period per cycle.

- d. "Preparation Periods" are those periods during which the teacher can prepare lessons, correct papers and do other activities to support teaching. A preparation period is a period of time during which the teacher is not assigned tasks by the administration.

**Section Two: Teaching Outside Certification Area**

Teachers shall not be required to teach outside their area of certification except as allowed by law.

**Section Three: Academic Teachers**

Academic teachers shall not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations.

**Section Four: Class Schedule - Academic Teachers**

The school day for all academic teachers will be four (4) teaching periods and one (1) preparation period of equal length. Additionally, up to two (2) times each week, the administration may require academic teachers to attend faculty meetings, team meetings, or parent meetings for a period of time lasting no longer than twenty (20) minutes per meeting with the exception of IEP and 504 Meetings which may require longer than 20 minutes for compliance.

**Section Five: Class Schedule - Vocational Teachers**

Vocational teachers shall teach seven (7) periods daily with one (1) administrative period. Teachers may be assigned duties by the Administration on not more than one (1) of the administrative periods per cycle, except during the months of September and October and in the event of an unforeseen circumstance.

For the first fifteen (15) minutes of every day, vocational teachers will have student-free access to their vocational lab area for the purpose of preparation time.

**Section Six: Technical Institute Provisions**

Due to the nature of post-secondary programming, it is recognized that some variations in conditions exist.

- a. Class periods for the Technical Institute shall be fifty (50) minutes in length.
- b. Teachers assigned to teach in the Technical Institute shall have a schedule of teaching periods as follows per week:
- |                     |   |                     |
|---------------------|---|---------------------|
| English teachers    | - | 24 teaching periods |
| Academic teachers   | - | 24 teaching periods |
| Vocational teachers | - | 28 teaching periods |
- c.. When the Technical Institute students have graduated, teachers will be subject to assignment.
- d. The Technical Institute's school-year calendar shall closely mirror the high school's, but the start and end dates for certain programs may differ due to course requirements.

- e. The Committee may modify the starting time of the Technical Institute based on the needs of current and prospective students as determined by an unbiased survey, subject to the following conditions:
  - i. No grievance will be processed if the start time is moved no more than 30 minutes later.
  - ii. The Committee will consult with the Federation if it is considering a modified start time.
  - iii. At least four (4) Technical Institute faculty members will assist the Committee or its designee in developing a student survey to determine the appropriate starting time.
  - iv. Faculty meetings may be conducted at the beginning or end of the workday

**Section Seven: Duty-Free Lunch Period**

Vocational teachers will have a duty-free lunch period of at least thirty-five (35) minutes. All other Unit Members will have a duty-free lunch period of at least thirty (30) minutes. This period may be reduced only for good cause, which shall be an emergency or unusual circumstances that affects the entire school.

**Section Eight: Student Assistance**

Subject to the provisions of Section Four of Article VI, all members are at liberty to arrange their own schedules at the end of the school day, with the understanding that teachers shall not leave the building before 2:30 p.m., excepted as provided in Section Eleven of this Article.

**Section Nine: Parents' Nights - Open House**

- a. Unit Members may be required to participate in two (2) Parents' Nights and one (1) Open House per year without additional compensation.

The Parents' Night may consist of two (2) nights for the entire school or two (2) vocational nights and two (2) academic nights and two (2) guidance nights, or a combination thereof.

Vocational teachers may be clustered in assembly areas during Parents' Night in order to meet more parents.

- b. Parents' Nights shall be scheduled for a date when school is scheduled to be in session.
- c. Each night shall not exceed one and one-half (1-1/2) hours in duration.
- d. The Open House will be on a Saturday in the Fall or Spring from 10:30 a.m. until 3:30 p.m.
- e. Vocational teachers will be eligible to earn PDPs for attendance at program advisory nights, provided that they produce a final product reflecting their attendance at the program advisory nights that is consistent with the requirements established for PDPs by the Commonwealth.

**Section Ten: Grading Policy**

The Administration shall provide a clear grading policy each year by June 1<sup>st</sup>.

**Section Eleven: Flexible Scheduling**

- a. "Flex Time" shall mean time taken away from campus, at the Unit Member's discretion, during periods of the workday when the member is not scheduled for classroom instruction or other duties.
- b. Notwithstanding the provisions of Section Two of Article VI, academic teachers shall enjoy the privilege of using flex time, subject to the following conditions:
  - i. Academic teachers, who are not scheduled for classroom instruction during Period One (1), shall be required to be at their first assigned post by no later than 8:50 a.m.
  - ii. Academic teachers, who are not scheduled for classroom instruction during Period Five (5), shall be entitled to leave their assigned post as early as, but no earlier than, 1:20 p.m.
  - iii. Academic teachers shall not use their flex time if and when the teacher has received timely notification that the teacher is required to participate in school business, including, but not limited to, parent-teacher conferences, special education meetings, or other school-related functions and matters that are vital to the success of the students and the District.
  - iv. Vocational teachers, guidance counselors, and Technical Institute teachers may work with their administrators to avail themselves of flex time, at the administrator's reasonable discretion.
  - v. Nothing in this section shall excuse a Unit Member from notifying the school regarding the use of sick leave at least one and one half (1-1/2) hours prior to the start of the workday, as provided in Section Two of Article XXI.

**ARTICLE VIII  
CLASS SIZE**

**Section One: Academic Teachers – Maximum Number of Students**

Academic teachers, with the exception of physical education, health, and wellness teachers, shall not be required in the course of their four (4) teaching periods to teach more than eighty (80) students per day. Academic class size shall not exceed twenty-two (22) students except when such limitations would unreasonably exclude a student from a vocational program. In that case, academic class size may shall not exceed twenty-four (24) students.

**Section Two: Academic Class Sizes**

Notwithstanding the provisions of Section One, maximum class sizes may be increased through mutual agreement of the administration and Federation.



**Section Three: Vocational Class Sizes**

Under ordinary circumstances and where practicable, vocational class size in shop shall not exceed twenty (20) per teacher. Where, in the judgment of the Committee, circumstances require a variation, such variation shall be permitted to increase vocational class sizes to no more than twenty-two (22) students in a single teacher class, and forty-four (44) in a two-teacher class.

**Section Four: Related Room Class Sizes**

Under ordinary circumstances and where practicable, class size in related shall not exceed twenty-four (24) per teacher. Where, in the judgment of the Committee, circumstances require variation, such variation will be permitted not to exceed twenty-seven (27) per teacher.

**ARTICLE IX  
EXTRA-CURRICULAR ACTIVITIES**

**Section One: Extra-Curricular Positions**

Assignment to extra-curricular activities shall be voluntary. No member shall be discriminated against nor denied any professional advantage for failure to perform extra-curricular duties or assignments. Members shall be notified of any vacancy in extra-curricular positions. The Superintendent reserves the right to fill vacancies in extra-curricular positions with qualified individuals from outside the bargaining unit in the event that qualified Unit Members have not applied.

If two (2) or more members are appointed to fill a single extra-curricular position, the compensation for that position will be divided equally among the appointed members.

**Section Two: Stipends**

Compensation for all extra-curricular activities shall be paid in accordance with the stipends set forth in Schedules C-1, C-2 and C-3.

**Section Three: Appointments**

Members shall not accept extra-curricular assignments unless specifically authorized in writing by the Superintendent.

**Section Four: Annual Review of Extra-Curricular Positions**

A team of two (2) Administrators and two (2) Teachers will conduct an annual review of the club and activity advisors' roles and responsibilities. This team will make recommendations for adjustments to stipends by January 15th of each year. These recommendations will be considered by the School Committee during its annual budget process.

**ARTICLE X**  
**PERFORMANCE EVALUATION**

Effective September, 2012, the model language released by DESE, as adapted by the Committee and the Federation on October 24, 2014, was implemented into the collective bargaining agreement. A joint labor-management evaluation committee will remain in effect to review the evaluation processes and procedures annually through the terms of this Agreement, and shall recommend adjustments to be negotiated into the collective bargaining agreement, including the use of District Determined Measures (DDMs), staff and student surveys and other items. Refer to Appendix D for the DESE model evaluation language.

**ARTICLE XI**  
**MEMBER FILES**

**Section One: Maintenance of Personnel Records**

Member files shall be kept and controlled by the Superintendent or designee under the direct supervision of the Superintendent.

**Section Two: Access to Personnel Records**

Member files shall be maintained under the following circumstances:

- a. No material that has been used or may be used to subject the employee to disciplinary action or to negatively affect the member's qualification for employment, promotion, or compensation shall be placed in the files by an administrator unless the member has been notified within five (5) business days
- b. The member shall have the right to submit a written response to the potentially adverse material and to have the member's response included in the file.
- c. Upon request, a member shall be given access to his or her file without delay.
- d. Upon receipt of a written request, the member shall be furnished a reproduction of any material in the member's file within five (5) business days.

**ARTICLE XII**  
**PROFESSIONAL DEVELOPMENT**

**Section One: In-Service Training**

The parties agree that the School Committee shall provide members with a diversified in-service training program for teachers.

## **Section Two: Recommendations for Professional Development**

It is imperative that all members, individually and collectively, be aware of the objectives and techniques of their colleagues, administrators, and School Committee. A committee of members shall be formed to recommend agenda items for in-service professional development. These recommendations shall be forwarded to the Superintendent.

### **ARTICLE XIII SCHOOL FACILITIES**

The Committee will make a reasonable effort to provide and maintain the following facilities for Unit Members:

- a. Assigned parking facilities.
- b. Storage space in each classroom.
- c. Three (3) preparation rooms where teachers have access to materials and equipment necessary for the preparation of lessons. The availability of materials and equipment shall be decided by the School Committee.
- d. An appropriately furnished staff lounge where teachers may meet as professionals and engage in privileged conversation.
- e. Well-lighted and clean staff rest rooms.
- f. A telephone for faculty use.
- g. A mailbox for each member.
- h. A funded teachers' reference library.
- i. Proper and sufficient athletic equipment for an effective student physical education program.
- j. Classroom or conference space that may be used for testing purposes and meetings with parents.
- k. Bulletin boards for general building use.
- l. A bulletin board near the staff lounge that is used exclusively by the Federation for purposes of posting material dealing with proper and legitimate Federation business.
- m. Members shall be provided a dining area for their exclusive use. Suitable utensils for the preparation of light lunches, beverages, etc., shall be provided in the lounge.



**ARTICLE XIV  
NOTICES AND ANNOUNCEMENTS**

**Section One: Availability of Official Notices**

All official notices shall be made available to members.

**Section Two: Distribution of District Policies**

Copies of the Rules and Regulations of the School Committee shall be provided to:

- a. The Federation President
- b. The Massachusetts Federation of Teachers Representative
- c. The Technical Institute
- d. The Library (three (3) copies, of which two (2) are available for take-out by the faculty)

Any changes will be distributed to the faculty. The Committee, via the Employee Handbook, will encourage the faculty to review appropriate sections of the policy book.

**Section Three: Personnel Directory**

A directory of personnel in the school shall be made available to all personnel.

**Section Four: School Programs**

A copy of school programs shall be accessible to the entire faculty.

**ARTICLE XV  
SCHOLARSHIP STANDARDS**

- a. The parties agree that members will engage in continuing study related to suiting the curriculum to the student and developing optimum teaching and learning conditions.
- b. Removing students from class for entertainment and recreation is discouraged.
- c. Regulations concerning the dismissal of students for any reason are to be strictly enforced.
- d. Except when required to meet the scheduling, academic, or vocational instructional needs of the student, transferring a student, from one (1) teacher to another is discouraged.

**ARTICLE XVI  
SCHOOL DISCIPLINE**

The School Committee will inform the members of the Students' Discipline Code, as may be amended from time to time.

The page concludes with three handwritten signatures in blue ink, positioned horizontally. The first signature is a circled 'TB', the second is a stylized 'Jm', and the third is a stylized 'M'.



**ARTICLE XVII**  
**TEACHER ASSIGNMENT, TRANSFERS AND PROMOTIONS**

**Section One: Notice of Assignment**

The administration shall notify teachers of their assignments for the coming year by August first.

Once the school year has begun, academic teachers will be notified of their assigned preparation and period one (1) term in advance. Vocational teachers will be notified of their assigned administration period one (1) term in advance.

**Section Two: Notice of Vacancies**

- a. When vacancies occur in Federation positions and/or new Federation positions are created, notice shall be distributed by email and shall be posted on the District bulletin board for a minimum of five (5) days. When vacancies occur during the summer recess, members will be notified through their staff email and by postings on the District website.
- b. Notice shall include the minimum qualifications of the applicant, general responsibilities of the position, salary range, and other pertinent information.
- f. Applications shall be in writing and shall set forth the applicant's experience, training, capacity, and general ability.
- d. If more than one (1) internal applicant possesses the same experience, training, capacity, and ability, seniority in the District shall be given consideration.
- e. Reasonable time should be allowed for such submission of applications.

**Section Three: Transfers**

- a. Requests for transfer to another subject area shall be submitted to the Superintendent in writing.
- b. If approved, notice of transfer shall be given to the teacher as soon as possible following the approval.
- c. Where all other factors are equal, seniority based on consecutive years of experience in the Southeastern Regional School District shall be given consideration.
- g. Any involuntary transfer shall be made only after a meeting between the affected teacher and the Superintendent who shall notify the teacher of the reasons for the transfer.

**ARTICLE XVIII  
SUMMER SCHOOL AND EVENING SCHOOL**

**Section One: Summer School and Evening School Vacancies**

All openings for summer school and for evening school teachers will be adequately publicized by the Superintendent and shall be posted in the school building as early as possible for at least five (5) work days. All such notices shall set forth the specifications and qualifications for the position and the date by which an application must be filed with the Superintendent. The date may be extended at the discretion of the Superintendent. Members who have applied for summer school or evening school positions will be notified of the action taken regarding their applications as early as practicable.

**Section Two: Summer School and Evening School Appointments**

Positions in the summer school and evening school will, to the extent possible, be filled by appointed teachers in the Southeastern Regional School District.

**ARTICLE XIX  
SUBSTITUTES**

**Section One: Employment of Substitutes**

The utilization and employment of substitute teachers is the responsibility of the administration and shall be determined by the administration in its sole discretion.

**Section Two: Utilization of Substitutes**

Substitutes shall be provided to cover classes of regularly assigned teachers when they are absent.

**ARTICLE XX  
LEAVES OF ABSENCE**

**Section One: Federation Leave**

Employees who are officers of the Federation or who are appointed, or its staff, shall, upon proper application, be given leave of absence without pay for the purpose of performing legitimate duties for the Federation. Not more than two (2) individuals may be on Federation leave at any one (1) time.

Upon timely advance notice to the Superintendent and with the approval of the Federation President, bargaining unit member(s) will be granted up to a total of four (4) days off with pay per school year to attend proceedings at the Department of Labor Relations and/or Commonwealth Employment Relations Board (or either of their successors) on behalf of the Federation.

**Section Two: Federation Leave of Absence**

Employees given leaves of absence without pay shall, in order to qualify for the increment raise, file a report of professional improvement. Provided also that for special purposes leaves under the above condition shall be granted from time to time for shorter periods than one (1) year, i.e., three (3) to six (6) months as requested by the Federation for special study or research or similar relevant purposes to enhance the knowledge and competency of the Federation in administering its responsibilities under this contract. All leaves under this short term stipulation would not exceed a total of twelve (12) months per year.

**Section Three: Bereavement Leave**

- a. Five (5) consecutive days of bereavement leave, with the day of the funeral to be included, shall be granted to members upon the death of anyone in the immediate family or anyone residing in the same household with the member.
- b. Bereavement leave of two (2) days shall be granted on the death of an aunt, uncle, niece or nephew. Three (3) days of bereavement leave shall be granted on the death of a grandparent, grandchild, or in-law, to include father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- c. School shall be closed on the day of a Unit Member's funeral.

**Section Four: Religious Leave**

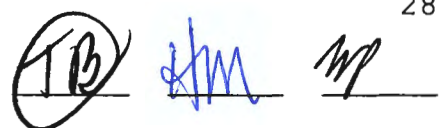
- a. Jewish Unit Members shall be excused for a total of three (3) days of class sessions, without loss of pay, for Rosh Hashanah and Yom Kippur.
- b. Greek Orthodox Unit Members shall be excused from class sessions on Orthodox Good Friday.
- c. Russian Orthodox Unit Members shall be excused from class sessions on Orthodox Good Friday.
- d. Unit Members who observe the Christian Good Friday shall be excused from class sessions without loss of pay if school is in session.
- e. Unit Members who are adherents of other religious traditions may request accommodations for religious leave through their supervisor.

**Section Five: Personal Leave**

Members shall accrue three (3) days of personal leave per school year. Unused personal days may be carried over for one (1) year only.

Members may borrow personal days from the next year, provided however, that if the member's employment at the District is terminated for any reason, including both voluntary and involuntary termination, the value of the borrowed personal days will be deducted from the member's final paycheck.

Members may take from one (1) to three (3) hours without a substitute and be charged half (1/2) a day of personal leave.

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'TB' inside a circle. The second is a cursive signature that appears to be 'JLM'. The third is a cursive signature that appears to be 'MP'.

No more than ten (10) Unit Members may take personal leave on the same day. Personal leave shall be managed through a shared calendar or other mutually agreeable process and will be granted on a first-come, first-served basis.

To ensure that the District has adequate time to engage a substitute, Members must provide at least three (3) school days' notice of their intention to use personal leave. Personal leave requests made less than three (3) school days in advance must be approved by the Superintendent. No personal days may be taken during mid-terms and finals except for extraordinary circumstances, which must be pre-approved by the Superintendent.

**Section Six: Military Leave**

Military leave of absence, without pay, may be granted to a Unit Member inducted into the armed forces for the required length of service, pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994.

**Section Seven: Organized Reserve Forces Leave**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted leave of absence, in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws. The difference between the member's military pay and the member's salary shall be paid by the school district if the tour of duty is during the school year, provided however, that such leave shall not exceed seventeen (17) days. If possible, the tour of duty shall be arranged during a time when school is not in session.

**Section Eight: Professional Leave**

At the discretion of the Superintendent, members shall be allowed to attend professional conferences, workshops, seminars, or conventions which relate to the activity of the school.

**Section Nine: Parenting Leave – Non-Birth Parent or Adopting Parent**

Unit Members may use up to five (5) sick days on an annual basis for the birth or adoption of a child. Said sick days shall be deducted from the member's accrued sick leave.

**ARTICLE XXI  
SICK LEAVE**

**Section One: Sick Leave Accrual and Use**

Every employee covered by this Agreement shall, subject to Section Two of this Article, be granted fifteen (15) days of sick leave per year without loss of pay, for absence caused by illness or injury or exposure to contagious disease.

Employees shall earn and sick leave shall accrue at the rate of one and one-half (1-1/2) days for each month of service, not to exceed fifteen (15) working days in any school year. Employees will be entitled to use any sick leave earned for illness, injury, or exposure to contagious disease. Sick leave not used in the year in which it





accrues, together with any accumulated sick leave standing to the employee's credit on the effective day of this Agreement and not used in the current year, may be accumulated to a maximum of ninety (90) days for use in a subsequent year. Except as provided in Section Five of this Article, sick leave not used prior to the termination of a member's service shall lapse, and the member shall not be entitled to any compensation in lieu thereof.

Unit Members who have accumulated more than ninety (90) unused sick days prior to June 30, 2018, may elect to be grandfathered under the sick leave provisions of the Agreement that was in effect prior to September 1, 2018, which permit them to accrue one hundred sixty-five (165) sick days, provided that they notify the business office in writing no later than sixty (60) days after the ratification of this Agreement that they wish to be grandfathered. Members who elect to be grandfathered will not be eligible for the Annual Sick Leave Buyback, Retirement Sick Leave Bonus Payment, and/or District-subsidized long-term disability insurance provisions of this Agreement.

A Unit Member, who has no accumulated sick leave on September first of any given school year and who requires leave for injury, illness, or exposure to contagious disease, may take up to two (2) days of sick leave without loss of pay, provided however, that such days will be part of, and not in addition to, the maximum fifteen (15) day annual accrual.

An employee may use up to five (5) days of sick leave for illness, injury, or medical appointments of parent(s) or a permanent resident of the member's household.

#### **Section Two: Sick Leave Notice**

No employee shall be entitled to sick leave without loss of pay as provided in Section One of this Article unless the member notifies his or her immediate supervisor or the school or an answering device, the cause thereof. Such notice shall be provided one and one-half (1 ½) hours before the start of the school day, or as soon thereafter as is practicable.

#### **Section Three: Sick Leave Bank**

This section shall only be applicable to Unit Members who had accrued more than ninety (90) sick days prior to June 30, 2018, and who elected in writing to be grandfathered under the applicable sick leave and retirement bonus provisions in effect prior to September 1, 2018.

A separate and optional Sick Leave Bank will be maintained for members who are employed on a full-time basis and have accrued less than ninety (90) sick days. Days donated to the optional Sick Leave Bank will be ineligible for the Annual Sick Leave Buyback or Retirement Sick Leave Bonus described in this Article.

- a. A Sick Leave Bank will be established for bargaining unit members with more than one (1) year of service who have exhausted their own sick leave and have an extended serious illness or injury. The use of the Sick Leave Bank by teachers shall be limited to those Sick Leave Bank participants who have exhausted their accumulated and annual sick leave and who require additional leave to make recovery from such illness or injury in order to return to work and who would otherwise be in a non-pay status because of such illness or injury.
- b. Effective September 1, 1999, each member of the bargaining unit with at least one (1) year's experience may contribute two (2) days from her/his sick leave accumulation (or annual sick leave allotment) to the

Sick Leave Bank in order to fund the Bank. Subsequent new members to the Bank must contribute two (2) days of sick leave within ten (10) days of the beginning of any school year. In the event that the Sick Leave Bank becomes depleted, each Sick Leave Bank participant shall contribute an additional day from his/her sick leave accumulation or annual sick leave allotment to refund the Bank. No more than ninety (90) sick leave bank days may be carried over from one (1) school year to another. At the beginning of each subsequent school year, Sick Leave Bank participants must contribute one (1) day of his/her sick leave unless they have given written notice to the Sick Leave Bank Committee within ten (10) days of the beginning of the school year that they no longer desire to be a Sick Leave Bank participant.

- c. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members will be designated by the School Committee to serve at the School Committee's pleasure and two (2) members shall be designated by the Federation President to serve at his/her pleasure. A majority vote of the full Board will be required in order to grant benefits or undertake any other action consistent with the purpose of the Sick Leave Bank.
- d. In the event of a tie vote, the Sick Leave Bank Committee will attempt to agree upon a fifth (5<sup>th</sup>) person to serve temporarily for the sole purpose of "breaking" the tie vote on such application. After being informed and made aware of all of the circumstances and details of any application for use of the Sick Leave Bank, the fifth (5<sup>th</sup>) individual will vote on the application (or on any other matter being considered for which a tie vote has resulted). If the Sick Leave Bank Committee is unable to reach agreement on a fifth (5<sup>th</sup>) member, the fifth (5<sup>th</sup>) member will be determined by either the School Committee or Federation, whichever wins that right by lot.

The fifth "member" will have no function other than those described in paragraph (d) and shall not have authority to act in any other matter.

- e. The Sick Leave Bank Committee will have the power and authority to validate and grant or reject an applicant's request for the grant of Sick Leave Bank days. In exercising its right, the Sick Leave Bank Committee shall determine the sufficiency of the medical data to determine the number of Sick Leave Bank days to be granted to the applicant.
- f. An initial grant of Sick Leave Bank benefits by the Sick Leave Bank Committee shall not exceed thirty (30) days; however, application may be made to the Sick Leave Bank Committee for an extension(s) up to a maximum of thirty (30) days for each extension. Except as otherwise provided herein, no more than a total of ninety (90) days may be granted by the Sick Leave Bank Committee to any individual for a single illness or accident.
- g. The Sick Leave Bank Committee will be required to give due consideration to situations of unusual circumstance and for hardships arising from prolonged illness or injury when an employee's total grant of sick leave days from the Bank has been exhausted.
- h. In order to be eligible for a grant from the Sick Leave Bank, Sick Leave Bank participants must intend to return to regular teaching duties. Upon return to regular teaching duties, after the grant of Sick Leave Bank days, the participant will be granted an additional five (5) sick leave days from the Bank to be used in the event of illness or injury during the remainder of the school year. If any of these five (5) days are unused, they shall be returned to the Sick Leave Bank.

- i. The Sick Leave Bank Committee shall utilize the following criteria in determining the eligibility for the granting of Sick Leave Bank days and/or the amount of leave to be given:
  - i. Adequate medical evidence of the illness or injury in support of an eligible employee's application for the grant of Sick Leave Bank days due to serious and/or prolonged illness or injury. Such medical evidence shall include, but not be limited to, diagnosis and prognosis of the illness or injury and expected date of return of the teacher to full and complete performance of essential functions of the position. The Sick Leave Bank Committee may require and obtain another opinion from an independent physician in order to reach a determination as to whether the applicant qualifies for a grant of such Sick Bank days. The physician will be selected from a panel of physicians approved and validated by the Bank and the cost of such evaluation will be borne by the School Committee.
  - ii. A grant of Sick Leave Bank days may be denied because of an applicant's history of prior usage of annual and accumulated sick leave.
  - iii. No member shall be eligible to the grant of Sick Leave Bank days until that member has exhausted her/his accumulated and annual sick leave allotment and until the member has continued absent without sick leave payment for five (5) days, after which time the member may apply for use of the Sick Leave Bank and, if approved, the Sick Leave Bank days will be retroactive to the first (1<sup>st</sup>) day of absence without pay.
  - iv. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance/arbitration provisions of this Agreement.

#### **Section Four: Annual Sick Leave Buyback**

Unit Members who have accrued more than ninety (90) unused sick days at the end of the school year may elect to buy back any unused sick days in excess of ninety (90) at fifteen percent (15%) of the individual member's per diem rate, calculated at the rate at which they were accrued.

To be eligible for the annual sick leave buyback, members must be employed by the District on October 1 following the year in which the sick leave in excess of ninety (90) days was accrued. Payment of the Annual Sick Leave Buyback will occur in the first or second pay period of October.

The member's individual per diem rate for accrued sick days in excess of ninety (90) for the 2018-2019 school year will be calculated at the 2017-2018 per diem rate. In subsequent years, the calculation will be based on the individual member's per diem rate during the school year in which the sick days in excess of ninety (90) accrued.

Unit Members who elected to be grandfathered under the applicable sick leave and retirement bonus provision in effect prior to September 1, 2018, shall be ineligible for the Annual Sick Leave Buyback.

#### **Section Five: Retirement Sick Leave Bonus Payment**

Unit Members, who have accrued more than ninety (90) unused sick days at the end of the school year, may elect to bank any unused sick days in excess of ninety (90) for payback at retirement from the District at twenty-five percent (25%) of the member's per diem rate calculated at the rate at which they were earned. To be eligible for





the Retirement Sick Leave Bonus, members must retire from the District and file for retirement from the Massachusetts Teachers' Retirement System within ninety (90) calendar days of their last date of employment at the District;

The member's individual per diem rate calculation for accrued days in excess of ninety (90) for the 2018-2019 school year will be at the 2017-2018 per diem rate. In subsequent years, the calculation will be based on the individual member's per diem rate during the school year in which the sick days in excess of ninety (90) accrued.

Unit Members who elected to be grandfathered under the applicable sick leave and retirement bonus provisions in effect prior to September 1, 2018, shall be ineligible for the Retirement Sick Leave Bonus Payment.

**Section Six: Optional Combined Annual Sick Leave Buyback and Retirement Sick Leave Bonus Payment**

Unit Members who are eligible for the Annual Sick Leave Buyback and Retirement Sick Leave Bonus Payment provisions may elect to buy back a portion of their sick days in excess of ninety (90) and bank the remaining portion for retirement at the per diem rates described in Sections Four and Five of this Article.

Unit Members who elected to be grandfathered under the applicable sick leave and retirement bonus provisions in effect prior to September 1, 2018, shall be ineligible for the Annual Sick Leave Buyback and Retirement Sick Leave Bonus Payment.

**Section Seven: Sick Leave Balances**

Information on the accumulated sick leave for each teacher shall be available to each teacher, on request.

**ARTICLE XXII  
PARENTAL LEAVE**

**Section One: Notice of Anticipated Maternity Leave**

To provide the administration with sufficient opportunity to secure a substitute and ensure continuity of student assignments and services, a member who becomes pregnant will notify the Superintendent or designee as soon as possible, but in no event less than thirty (30) days before the anticipated commencement of maternity leave, stating the anticipated dates of departure and return.

**Section Two: Use of Accumulated Sick Leave During Maternity Leave**

Unit Members may use up to forty (40) days of accumulated sick days after the end of pregnancy and will be returned to the same position held at the time the leave commenced. In the event the teacher is unable to return due to a continued, verifiable physical disability, on account of pregnancy, that member will be permitted to return to the same or similar position when the disability is concluded.

**Section Three: Discretionary Parenting Leave**

A Unit Member will be granted a longer period of unpaid parenting leave, if requested, provided that the member shall notify the Superintendent of her intention to return to work on either the September first (1<sup>st</sup>) following the commencement of the leave or the September first (1<sup>st</sup>) thereafter. The choice will be made by the staff member

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prior to the first day of her maternity leave. Absent extraordinary circumstances, such choice will be binding on the member.

Upon returning from parenting leave on either September date, the member will be returned to the same or similar position held at the time that the leave commenced, provided however that the Superintendent in his/her sole discretion, may assign the member to a similar position.

Members who desire more than eight (8) weeks leave as described in this section but who wish to return prior to the September dates described above, will not be guaranteed a position on the date requested, but will be offered the next available position in the appropriate areas determined by the Superintendent.

**Section Four: Limits on Maternity and Parenting Leave**

In no event shall a member's maternity or parenting leave include time in more than two (2) school years.

**Section Five: Eligibility for Step Increases**

In the event that the member actively worked during one-half (1/2) or more of the school year in which maternity and/or parenting leave was taken, the member will be eligible for a step increase on the salary schedule, subject to Section Four of Article III.

**Section Six: Returning from Maternity or Parenting Leave**

The parties understand and agree that a teacher's election or option as to leave duration will be binding on the teacher except in extraordinary circumstances. A member who fails to return from maternity and/or parenting leave as scheduled will be discharged under the District's voluntary termination policy.

**Section Seven: Disability Related to Pregnancy**

The teacher who is pregnant or is on maternity leave, and who is physically unable to work because of disability related to pregnancy, may use accumulated personal sick leave to cover those days when she is disabled and unable to work. The School Committee may require the teacher to submit adequate medical evidence verifying the disability.

**ARTICLE XXIII  
VISITING DAYS**

Teachers may be permitted to visit other classrooms in other cities and towns to observe teacher techniques and inspect teaching materials. Visiting days must be approved by the Superintendent after submission of relevant information.

**ARTICLE XXIV  
UNION PRIVILEGES AND RESPONSIBILITIES**

**Section One: Fair Practices**

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, religion, national origin, pregnancy, conditions associated with pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, or disability, as defined and required by state and federal laws. The Federation will represent equally all persons without regard to membership participation in or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, national origin, pregnancy, conditions associated with pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, or disability, as defined and required by state and federal laws, or participation in or association with the activities of any employee organization.

**Section Two: Dues Check-off**

- a. Members may elect to have the School Committee deduct the regular monthly Federation dues from their pay for transmittal to the Federation by executing an authorization card to be furnished by the Federation in the form below:

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I, \_\_\_\_\_, a member of the Southeastern Regional Teachers' Federation (do) (do not) elect to have Federation dues deducted from my salary as per payment schedule, and hereby authorize and direct the Treasurer of the Southeastern Regional School District to make such deductions as per payment schedule.

(Signed) \_\_\_\_\_

(Date) \_\_\_\_\_

-----

The District Treasurer will pick up payment on the date to be specified by the Superintendent.

- b. The amount of dues will be certified to the School Committee from time to time by the Treasurer of Local 1849, or by his duly authorized agent and the amount of dues will be uniform for all members of the Federation. A certification of a change in Federation dues shall become effective after the receipt by the School Committee of such certification in writing from the Federation at least fifteen (15) days prior to the start of the month in which the Federation seeks to make such change effective.
- c. Federation dues deducted by the School Committee shall be forwarded no later than thirty (30) days after such deduction was made.



- d. An authorization by an employee for deduction of Federation dues shall be cancelled automatically whenever such employee is removed from the School Committee payroll, or goes on leave of absence for more than one (1) month and there shall be no obligation on the part of the School Committee to continue authorization in effect in the absence of an applicable collective bargaining agreement.

**Section Three: Agency Service Fee**

- a. The Committee accepts Chapter 463 of the Acts of 1970, permitting the negotiation of an agency service fee clause.
- b. All employees covered by this Agreement who are not members of the Federation shall pay as a condition of employment an Agency Service Fee on or after the 30th day following the beginning of their employment or the effective date of this Agreement, whichever is later. Such fee shall be a percentage of union dues and will represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.
- c. The Committee shall make payroll deduction of the agency service fee to the extent permitted by law, i.e., upon receipt of appropriate deduction authorization cards. The authorization form shall be the same as that specified in paragraph (a) of Section Two of this Article, except that "dues" shall be deleted and "agency service fee" substituted therefor.
- d. The Federation agrees to indemnify the Committee from any financial obligation arising out of its compliance or attempted compliance with this article, including costs of litigation.

**Section Four: Allowed Time for Union Negotiations**

- a. The Superintendent shall recognize the Federation Building Representative as the official representative of the Federation in the school.
- b. The Superintendent and a committee comprised of administrators assigned by the Superintendent, and School Committee members, shall meet by mutual consent with the Federation Committee to consult on problems, policies, and procedures as they relate to the provisions of this Agreement. No more than one (1) such meeting will be scheduled per month except by mutual consent. No other committee composed of Unit Members shall exist for this purpose. Both committees shall be of comparable size and shall submit items for the agenda.
- c. The discussion of their matters as agreed upon for discussion by the Superintendent and the Federation Committee, is not precluded by the above. Neither the Superintendent nor the Federation Committee have the authority to change the provisions of this Agreement or any established School Committee policy or procedure.

**Section Five: Distribution of Material**

The Federation shall have the right to place material in the mail boxes of teachers and administrators.

**Section Six: School Meetings**

The authorized representative of the Federation shall have the right to schedule Federation meetings in the building before or after the regular workday. Such Federation meetings shall not conflict with meetings previously scheduled by the administration.

**Section Seven: Information Requests**

The School Committee shall make available to the Federation upon its reasonable request and in the School Committee's discretion, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

**Section Eight: Discussion Time for Federation Building Representative**

The Federation Building representative may meet with the Superintendent to discuss problems at a mutually convenient time. The Superintendent will arrange coverage for the Building Representative based on the availability of Supervisors or others who may act as a temporary substitute.

**Section Nine: Protection of Individual and Group Rights**

Nothing contained herein shall be construed to prevent the Administration Committee, a member of the Committee, or its designated representatives from meeting with any member for expression of the member's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Federation. Nothing contained herein shall be construed to permit any organization other than the Federation to appear in an official capacity in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any matter in his own interest with his immediate superior or the administration and/or Committee.

**Section Ten: No Federation Activity on School Time**

Any discussion among teachers concerning Union matters on School Committee property shall take place only when all of the teachers involved in such discussion are on break or other free non-working time and in no event shall such conversation take place in the presence of students.

**Section Eleven: School Committee Meetings**

The School Committee shall make available to the Federation Building Representative, a copy of the School Committee's meeting minutes and agenda of its meetings in a timely manner.

**ARTICLE XXV  
MISCELLANEOUS**

**Section One: Safety and Health Standards**

The School District shall conform with all Massachusetts safety laws.

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**Section Two: Liability Coverage**

Members of the bargaining unit shall be covered by liability insurance, as provided by the District School Committee.

**Section Three: Innovative Equipment Expenses**

In the event that new equipment is purchased and a training period is deemed necessary for the member in whose department it is to be installed, the District agrees to pay the cost of such training, any related traveling or living expenses, and the salary to which the member is entitled for such training time.

**Section Four: Lab Coats**

The School Committee shall provide lab coats to teachers who, during the school day, are exposed to grease, oil stains, or corrosive liquids as a result of lab work.

**Section Five: Right to Representation**

Employees who have reason to believe an interview or confrontation with the employer is apt to result in disciplinary action have the right to request representation by the Federation.

**ARTICLE XXVI  
EXISTING LAWS AND REGULATIONS PRESERVED**

**Section One: Relationship to Applicable Laws**

The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

**Section Two: Legal Claims**

Notwithstanding any contrary provision in paragraph 1, in the event the parties are prevented by operation of law from implementing the negotiated salary schedules or any other provisions of this Agreement, the Federation agrees that this Agreement shall not give rise to any claims, legal, equitable or moral, against the Committee, now or any time in the future.

**ARTICLE XXVII  
HANDLING OF NEW ISSUES**

Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:



By the Committee:

With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Federation.

By the Federation:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation; except that the Federation shall not seek to renew to be effective during this Agreement any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

**ARTICLE XXVIII  
SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

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

**ARTICLE XXIX  
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Federation and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation shall for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

**ARTICLE XXX  
LAYOFFS**

**Section One: Notice of Intent to Reduce Personnel**

When the District determines that a reduction in staff is warranted, the District shall determine the number of positions to be eliminated. The District agrees to notify any tenured employee of intent to vote on reductions in force on or before June 15th of the current school year. The vote on layoff shall be taken by the District prior to the end of the school year.

**Section Two: Compliance with Applicable Law**

If the District votes to reduce the number of positions in the bargaining unit, such reduction shall be consistent with the Massachusetts General Laws and the terms of this Agreement.

**Section Three: Definitions**

- a. Seniority - Length of continuous employment in the bargaining unit shall be measured from the day of appointment exclusive of time spent on leaves of absence.
- b. Department - The High School and Technical Institute are to be considered similar under this Article. Staff will be departmentalized by reference to the areas of certification described by the Massachusetts Department of Elementary and Secondary Education and the Division of Occupational Education.

**Section Four: Initial Reductions**

In the event that the District determines that it is necessary to reduce the number of professional status teachers in a department, the following procedures shall apply:

- a. Normal attrition will be used to reduce the number of positions in the affected department.
- b. Teachers in the affected department who do not possess a current Massachusetts teaching certificate will be laid off next.

**Section Five: Reductions Based on Seniority**

If further reductions are needed after following the procedure in Section Four of this Article, then those teachers in the affected department with the least amount of seniority shall be terminated first.

**Section Six: Reductions Based on Merit**

Notwithstanding the provisions of Section Five of this Article, teachers in the affected department who have greater seniority than others in the department may be terminated if, in the judgment of the District, a teacher with less seniority is more qualified to fill a remaining position. The respective salaries of the teachers shall not be a basis for such decision.

**Section Seven: Teachers with Professional Status**

No professional status teacher shall be laid off if there is a teacher without professional status holding a position which the professional status teacher is qualified to fill.

**Section Eight: Grievance Process**

If a teacher who is terminated believes that the determination concerning his or her qualification is arbitrary or capricious, he or she may file a grievance pursuant to the grievance arbitration provisions of this Agreement, commencing at Level IV.

**Section Nine:                    Massachusetts General Laws**

Nothing herein contained shall amend the rights of the parties under Chapter 71, Section 42, of the General Laws of the Commonwealth as amended by the Education Reform Act of 1993.

**ARTICLE XXXI  
LONGEVITY**

**Section One:                    Longevity Payments**

Longevity is:

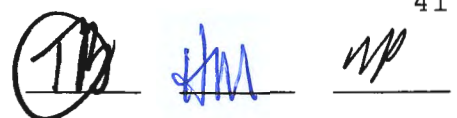
| Service  | 2022-2023 | 2023-2024 | 2024-2025 |
|----------|-----------|-----------|-----------|
| 5 years  | \$650     | \$669     | \$690     |
| 10 years | \$887     | \$913     | \$941     |
| 15 years | \$1,065   | \$1,097   | \$1,130   |
| 20 years | \$1,301   | \$1,340   | \$1,380   |
| 25 years | \$1,597   | \$1,644   | \$1,694   |
| 30 years | \$1,893   | \$1,950   | \$2,008   |

**Section Two:                    Eligibility for Longevity Payment**

In order to be eligible for such annual longevity payment, the member must have completed five (5) years of service with the Southeastern Regional School District on October first (1<sup>st</sup>), and be actively employed on a full-time basis by the Committee. Members who complete five (5) years of service after October first (1<sup>st</sup>) of any school year will not become eligible for said annual longevity payment until the following school year. Members who have notified the Superintendent that they are retiring at the end of a school year and have qualified for a longevity payment shall receive that payment in their last June paycheck.

**Section Three:                    Timing of Longevity Payment**

Longevity payments for eligible members shall be made each year either with the last paycheck in December or the first paycheck in January. Members will be notified no later than December first (1<sup>st</sup>) when the payment will be made.





**ARTICLE XXXII  
RETIREMENT BONUS**

**Section One: Retirement Sick Leave Bonus Payment**

Unit Members who banked accrued unused sick leave in accordance with Section Five of Article XXI shall receive the accumulated amount within thirty (30) days of retirement from the District.

Members who notify the District of their intention to retire at least one hundred twenty (120) school days prior to their effective retirement date, and who have accrued more than ninety (90) unused sick days on their last date of employment, will receive a sick leave buy back of any unused sick days in excess of ninety (90) at twenty percent (20%) of the individual member's per diem rate, calculated at the rate at which the leave was accrued.

Members who notify the District of their intention to retire less than one hundred twenty (120) school days prior to their effective retirement date, and who have accrued more than ninety (90) unused sick days on their last date of employment at the District, will receive a sick leave buy back of any unused sick days in excess of ninety (90) at fifteen percent (15%) of the individual member's per diem rate, calculated at the rate at which leave was accrued.

To be eligible for the Retirement Bonus Payment, members must retire from the District and file for retirement from the Massachusetts Teachers' Retirement System within ninety (90) calendar days of their last date of employment at the District.

Unit Members who elected to be grandfathered under the applicable sick leave and retirement bonus provisions of the Agreement that was in effect prior to September 1, 2018, shall be ineligible for the Retirement Sick Leave Bonus Payment of this section.

**Section Two: Retirement Bonus for Grandfathered Employees**

This section shall only be applicable to Unit Members who were employed by the District prior to September 1, 2018, who had accrued more than ninety (90) unused sick days prior to June 30, 2018, and who elected in writing to be grandfathered under the applicable sick leave and retirement bonus provisions of the Agreement that was in effect prior to September 1, 2018.

Unit Members with a minimum of twenty (20) years of service to the Southeastern Regional School District and who accumulated a minimum of one hundred fifty (150) days of unused sick leave will be reimbursed fifteen percent (15%) of the average salary used by the state to calculate their retirement benefit. This compensation will only be paid if they retire and will be issued within thirty (30) days of the last day of school in the school year of the individual's retirement. A maximum of six (6) Unit Members per year will be allowed. Seniority in the school district will determine access to this section. The Superintendent and/or School Committee may waive the attendance and cap requirements at his/her/their discretion.

Effective September 1, 1999, employees with twenty (20) years of service to the Southeastern Regional School District, for purposes of this Article only, shall be allowed to accumulate one hundred eighty (180) days of unused sick leave. This additional accumulation of unused sick days beyond the limits outlined in Article XXI will be used by the employee only in the event of a major illness or disability in the year in which the employee's retirement occurs and that illness or disability would have placed the employee below the one hundred fifty (150) day qualification in Paragraph 1 of this Article.



**ARTICLE XXXIII  
DURATION**

**Section One: Effective Date of Agreement**

This Agreement will become effective on September 1, 2022, and shall continue in full force and effect until August 31, 2025.

**Section Two: Negotiations for Successor Agreement**

Negotiations for a successor Agreement shall commence on or about September 15, 2024.

IN WITNESS WHEREOF, the parties have set their hand and seal by their duly authorized representatives this 2<sup>nd</sup> day of Sept., 2022.

SOUTHEASTERN REGIONAL TEACHERS  
FEDERATION, LOCAL 1849, AFT  
MASSACHUSETTS, AFL-CIO

SOUTHEASTERN REGIONAL SCHOOL DISTRICT  
COMMITTEE

William M. Pelloni, Jr.

Matthew T. Coleman

Heather Stoddard

John V. Vachon

Michael McNamee

Paul Cliving

Shirley Ezerins

[Signature]

Debbie Clifford

Christi MacLaughlin

Lloyd Lamane

Tony Branch

Cheryl Z...

Ann R...

Barbara Kaplan

Robert...

[Signature]

[Signature]

Priscilla...

[Signature]

Susan M. Sullivan

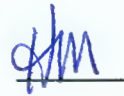
# **APPENDIX A-1** **Teachers' Salary Schedule 2022-2023**

| Base Salary Grid*                        |        |        |        |        |                                   |        |                                    |        |        |        |        |        |        |
|------------------------------------------|--------|--------|--------|--------|-----------------------------------|--------|------------------------------------|--------|--------|--------|--------|--------|--------|
|                                          | 1      | 2      | 3      | 4      | 5                                 | 6      | 7                                  | 8      | 9      | 10     | 11     | 12     | 13     |
|                                          | 50,448 | 53,798 | 57,147 | 60,497 | 64,160                            | 68,188 | 71,587                             | 74,986 | 78,576 | 81,983 | 86,221 | 89,661 | 93,102 |
| Education Salary Addendums**             |        |        |        |        |                                   |        |                                    |        |        |        |        |        |        |
| Academic/Guidance - Chapter 71 Certified |        |        |        |        | Vocational - Chapter 74 Certified |        |                                    |        |        |        |        |        |        |
| Degree                                   |        |        |        |        | Amount                            |        | Degree                             |        |        |        |        | Amount |        |
| 1 None                                   |        |        |        |        | -                                 |        | 1 None                             |        |        |        |        | -      |        |
| 2 BS + 15                                |        |        |        |        | 2,017                             |        | 2 Certified +18 Credits            |        |        |        |        | 2,017  |        |
| 3 BS + 30                                |        |        |        |        | 4,033                             |        | 3 Certified +39 Credits            |        |        |        |        | 4,033  |        |
| 4 Masters                                |        |        |        |        | 6,139                             |        | 4 Cert. + Assoc. OR Cert. + 60 Cr. |        |        |        |        | 6,139  |        |
| 5 M + 15 (or M. thar req. 55+ Crd.)      |        |        |        |        | 8,185                             |        | 5 Certified + 78 Cr.               |        |        |        |        | 8,185  |        |
| 6 M + 30 (or M. that req. 70+ Crd.)      |        |        |        |        | 10,231                            |        | 6 Certified + 99 Cr.               |        |        |        |        | 10,231 |        |
| 7 2M/CAGS                                |        |        |        |        | 12,432                            |        | 7 Certified + BS                   |        |        |        |        | 12,432 |        |
| 8 Doctorate                              |        |        |        |        | 12,882                            |        | 8 Certified + Masters (new)        |        |        |        |        | 12,882 |        |

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8.

\*\* In order to get a salary addendum, educator must hold current active license

| 2022-2023 |        |        |        |        |        |        |        |        |        |        |        |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
|           | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12      | 13      |
| 1         | 50,448 | 53,798 | 57,147 | 60,497 | 64,160 | 68,188 | 71,587 | 74,986 | 78,576 | 81,983 | 86,221 | 89,661  | 93,102  |
| 2         | 52,465 | 55,815 | 59,164 | 62,514 | 66,177 | 70,205 | 73,604 | 77,003 | 80,593 | 84,000 | 88,237 | 91,678  | 95,119  |
| 3         | 54,480 | 57,831 | 61,180 | 64,529 | 68,193 | 72,221 | 75,619 | 79,019 | 82,609 | 86,016 | 90,253 | 93,693  | 97,135  |
| 4         | 56,587 | 59,937 | 63,286 | 66,636 | 70,299 | 74,327 | 77,726 | 81,126 | 84,715 | 88,122 | 92,360 | 95,800  | 99,241  |
| 5         | 58,632 | 61,983 | 65,332 | 68,681 | 72,345 | 76,373 | 79,771 | 83,171 | 86,761 | 90,168 | 94,405 | 97,845  | 101,287 |
| 6         | 60,679 | 64,029 | 67,379 | 70,728 | 74,392 | 78,419 | 81,818 | 85,218 | 88,808 | 92,215 | 96,452 | 99,892  | 103,333 |
| 7         | 62,880 | 66,230 | 69,579 | 72,929 | 76,592 | 80,620 | 84,019 | 87,418 | 91,008 | 94,415 | 98,653 | 102,093 | 105,534 |
| 8         | 63,330 | 66,680 | 70,030 | 73,379 | 77,042 | 81,070 | 84,469 | 87,869 | 91,459 | 94,866 | 99,103 | 102,543 | 105,984 |




## APPENDIX A-2

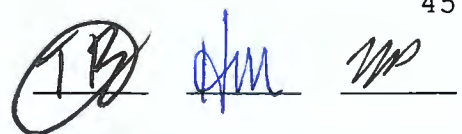
### Teachers' Salary Schedule (2023-2024)

| Base Salary Grid*                        |        |        |        |        |        |                                    |        |        |        |        |        |        |        |
|------------------------------------------|--------|--------|--------|--------|--------|------------------------------------|--------|--------|--------|--------|--------|--------|--------|
|                                          | 1      | 2      | 3      | 4      | 5      | 6                                  | 7      | 8      | 9      | 10     | 11     | 12     | 13     |
|                                          | 51,457 | 54,874 | 58,290 | 61,707 | 65,443 | 70,234                             | 73,734 | 77,236 | 80,934 | 84,443 | 88,807 | 92,350 | 95,895 |
|                                          | 2%     | 2%     | 2%     | 2%     | 2%     | 3%                                 | 3%     | 3%     | 3%     | 3%     | 3%     | 3%     | 3%     |
| Education Salary Addendums**             |        |        |        |        |        |                                    |        |        |        |        |        |        |        |
| Academic/Guidance - Chapter 71 Certified |        |        |        |        |        | Vocational - Chapter 74 Certified  |        |        |        |        |        |        |        |
| Degree                                   | Amount |        |        |        |        | Degree                             | Amount |        |        |        |        |        |        |
| 1 None                                   | -      |        |        |        |        | 1 None                             | -      |        |        |        |        |        |        |
| 2 BS + 15                                | 2,037  |        |        |        |        | 2 Certified +18 Credits            | 2,037  |        |        |        |        |        |        |
| 3 BS + 30                                | 4,073  |        |        |        |        | 3 Certified +39 Credits            | 4,073  |        |        |        |        |        |        |
| 4 Masters                                | 6,200  |        |        |        |        | 4 Cert. + Assoc. OR Cert. + 60 Cr. | 6,200  |        |        |        |        |        |        |
| 5 M + 15 (or M. thar req. 55+ Crd.)      | 8,266  |        |        |        |        | 5 Certified + 78 Cr.               | 8,266  |        |        |        |        |        |        |
| 6 M + 30 (or M. that req. 70+ Crd.)      | 10,334 |        |        |        |        | 6 Certified + 99 Cr.               | 10,334 |        |        |        |        |        |        |
| 7 2M/CAGS                                | 12,556 |        |        |        |        | 7 Certified + BS                   | 12,556 |        |        |        |        |        |        |
| 8 Doctorate                              | 13,011 |        |        |        |        | 8 Certified + Masters (new)        | 13,011 |        |        |        |        |        |        |

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8.

\*\* In order to get a salary addendum, educator must hold current active license

| 2023-2024 |        |        |        |        |        |        |        |        |        |        |         |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
|           | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11      | 12      | 13      |
| 1         | 51,457 | 54,874 | 58,290 | 61,707 | 65,443 | 70,234 | 73,734 | 77,236 | 80,934 | 84,443 | 88,807  | 92,350  | 95,895  |
| 2         | 53,494 | 56,911 | 60,327 | 63,744 | 67,480 | 72,271 | 75,771 | 79,273 | 82,971 | 86,480 | 90,844  | 94,388  | 97,932  |
| 3         | 55,530 | 58,947 | 62,363 | 65,780 | 69,516 | 74,307 | 77,807 | 81,309 | 85,007 | 88,516 | 92,880  | 96,424  | 99,968  |
| 4         | 57,657 | 61,075 | 64,491 | 67,907 | 71,644 | 76,434 | 79,935 | 83,436 | 87,134 | 90,643 | 95,008  | 98,551  | 102,095 |
| 5         | 59,723 | 63,141 | 66,557 | 69,973 | 73,710 | 78,500 | 82,001 | 85,503 | 89,200 | 92,709 | 97,074  | 100,617 | 104,161 |
| 6         | 61,790 | 65,208 | 68,624 | 72,040 | 75,777 | 80,567 | 84,068 | 87,570 | 91,267 | 94,777 | 99,141  | 102,684 | 106,229 |
| 7         | 64,013 | 67,430 | 70,847 | 74,263 | 78,000 | 82,790 | 86,290 | 89,792 | 93,490 | 96,999 | 101,363 | 104,907 | 108,451 |
| 8         | 64,468 | 67,885 | 71,301 | 74,718 | 78,454 | 83,245 | 86,745 | 90,247 | 93,945 | 97,454 | 101,818 | 105,362 | 108,906 |





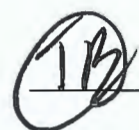
# **APPENDIX A-3** **Teachers' Salary Schedule (2024-2025)**

| Base Salary Grid*                        |                                   |        |        |        |        |        |                                   |                                  |        |        |        |        |        |
|------------------------------------------|-----------------------------------|--------|--------|--------|--------|--------|-----------------------------------|----------------------------------|--------|--------|--------|--------|--------|
|                                          | 1                                 | 2      | 3      | 4      | 5      | 6      | 7                                 | 8                                | 9      | 10     | 11     | 12     | 13     |
|                                          | 52,486                            | 55,972 | 59,456 | 62,941 | 66,752 | 72,341 | 75,946                            | 79,553                           | 83,362 | 86,976 | 91,471 | 95,121 | 98,772 |
|                                          | 2%                                | 2%     | 2%     | 2%     | 2%     | 3%     | 3%                                | 3%                               | 3%     | 3%     | 3%     | 3%     | 3%     |
| Education Salary Addendums**             |                                   |        |        |        |        |        |                                   |                                  |        |        |        |        |        |
| Academic/Guidance - Chapter 71 Certified |                                   |        |        |        |        |        | Vocational - Chapter 74 Certified |                                  |        |        |        |        |        |
|                                          | Degree                            | Amount |        |        |        |        |                                   | Degree                           | Amount |        |        |        |        |
| 1                                        | None                              | -      |        |        |        |        | 1                                 | None                             | -      |        |        |        |        |
| 2                                        | BS + 15                           | 2,057  |        |        |        |        | 2                                 | Certified +18 Credits            | 2,057  |        |        |        |        |
| 3                                        | BS + 30                           | 4,114  |        |        |        |        | 3                                 | Certified +39 Credits            | 4,114  |        |        |        |        |
| 4                                        | Masters                           | 6,262  |        |        |        |        | 4                                 | Cert. + Assoc. OR Cert. + 60 Cr. | 6,262  |        |        |        |        |
| 5                                        | M + 15 (or M. thar req. 55+ Crd.) | 8,349  |        |        |        |        | 5                                 | Certified + 78 Cr.               | 8,349  |        |        |        |        |
| 6                                        | M + 30 (or M. that req. 70+ Crd.) | 10,437 |        |        |        |        | 6                                 | Certified + 99 Cr.               | 10,437 |        |        |        |        |
| 7                                        | 2M/CAGS                           | 12,682 |        |        |        |        | 7                                 | Certified + BS                   | 12,682 |        |        |        |        |
| 8                                        | Doctorate                         | 13,141 |        |        |        |        | 8                                 | Certified + Masters (new)        | 13,141 |        |        |        |        |

NOTES: \* Educators employed under a waiver may be compensated up to and including Step 8.

\*\* In order to get a salary addendum, educator must hold current active license

| 2024-2025 |        |        |        |        |        |        |        |        |        |         |         |         |         |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
|           | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10      | 11      | 12      | 13      |
| 1         | 52,486 | 55,972 | 59,456 | 62,941 | 66,752 | 72,341 | 75,946 | 79,553 | 83,362 | 86,976  | 91,471  | 95,121  | 98,772  |
| 2         | 54,543 | 58,029 | 61,514 | 64,998 | 68,810 | 74,398 | 78,004 | 81,611 | 85,419 | 89,034  | 93,529  | 97,178  | 100,829 |
| 3         | 56,600 | 60,085 | 63,570 | 67,055 | 70,866 | 76,454 | 80,060 | 83,667 | 87,475 | 91,090  | 95,585  | 99,235  | 102,886 |
| 4         | 58,748 | 62,234 | 65,719 | 69,203 | 73,015 | 78,603 | 82,209 | 85,816 | 89,624 | 93,239  | 97,734  | 101,383 | 105,034 |
| 5         | 60,835 | 64,321 | 67,805 | 71,290 | 75,101 | 80,690 | 84,295 | 87,902 | 91,711 | 95,325  | 99,821  | 103,470 | 107,121 |
| 6         | 62,923 | 66,409 | 69,893 | 73,378 | 77,189 | 82,778 | 86,383 | 89,990 | 93,799 | 97,413  | 101,908 | 105,558 | 109,209 |
| 7         | 65,168 | 68,653 | 72,138 | 75,623 | 79,434 | 85,022 | 88,628 | 92,235 | 96,044 | 99,658  | 104,153 | 107,803 | 111,454 |
| 8         | 65,627 | 69,113 | 72,597 | 76,082 | 79,893 | 85,482 | 89,087 | 92,694 | 96,503 | 100,117 | 104,613 | 108,262 | 111,913 |





| <b>Appendix B-1</b><br><b>Athletic Salaries</b><br><b>2022-2023 School Year</b> |         |         |           |         |                |
|---------------------------------------------------------------------------------|---------|---------|-----------|---------|----------------|
| Position                                                                        | 1       | 2       | Step<br>3 | 4       | 5              |
|                                                                                 | 70%     | 80%     | 90%       | 100%    | 110%           |
| <b>Cheer Fall Head</b>                                                          | \$3,219 | \$3,678 | \$4,138   | \$4,598 | <b>\$5,058</b> |
| <b>Cheer Fall Assistant</b>                                                     | \$2,253 | \$2,575 | \$2,897   | \$3,219 | <b>\$3,540</b> |
| <b>Cross Country Head</b>                                                       | \$3,576 | \$4,087 | \$4,598   | \$5,109 | <b>\$5,620</b> |
| <b>Cross Country Assistant</b>                                                  | \$2,503 | \$2,861 | \$3,219   | \$3,576 | <b>\$3,934</b> |
| <b>Field Hockey</b>                                                             | \$3,219 | \$3,678 | \$4,138   | \$4,598 | <b>\$5,058</b> |
| <b>Field Hockey Assistant</b>                                                   | \$2,253 | \$2,575 | \$2,897   | \$3,219 | <b>\$3,540</b> |
| <b>Football Head</b>                                                            | \$5,722 | \$6,539 | \$7,357   | \$8,174 | <b>\$8,991</b> |
| <b>Football JV &amp; Asst(s)</b>                                                | \$4,406 | \$5,035 | \$5,665   | \$6,294 | <b>\$6,923</b> |
| <b>Football Asst(s)</b>                                                         | \$4,005 | \$4,577 | \$5,150   | \$5,722 | <b>\$6,294</b> |
| <b>Football Freshmen(s)</b>                                                     | \$2,861 | \$3,270 | \$3,678   | \$4,087 | <b>\$4,496</b> |
| <b>Golf Head</b>                                                                | \$3,397 | \$3,883 | \$4,368   | \$4,853 | <b>\$5,339</b> |
| <b>Golf Assistant</b>                                                           | \$2,378 | \$2,718 | \$3,058   | \$3,397 | <b>\$3,737</b> |
| <b>Soccer Boys Head</b>                                                         | \$3,934 | \$4,496 | \$5,058   | \$5,620 | <b>\$6,182</b> |
| <b>Soccer Boys JV</b>                                                           | \$2,872 | \$3,282 | \$3,692   | \$4,102 | <b>\$4,513</b> |
| <b>Soccer Girls Head</b>                                                        | \$3,934 | \$4,496 | \$5,058   | \$5,620 | <b>\$6,182</b> |
| <b>Soccer Girls JV</b>                                                          | \$2,872 | \$3,282 | \$3,692   | \$4,102 | <b>\$4,513</b> |
| <b>Volleyball Head</b>                                                          | \$4,291 | \$4,904 | \$5,518   | \$6,131 | <b>\$6,744</b> |
| <b>Volleyball JV</b>                                                            | \$3,304 | \$3,776 | \$4,248   | \$4,721 | <b>\$5,193</b> |
| <b>Volleyball Freshmen</b>                                                      | \$2,146 | \$2,452 | \$2,759   | \$3,065 | <b>\$3,372</b> |
| <b>Basketball Boys Head</b>                                                     | \$5,007 | \$5,722 | \$6,437   | \$7,152 | <b>\$7,868</b> |
| <b>Basketball Boys JV</b>                                                       | \$3,855 | \$4,406 | \$4,957   | \$5,507 | <b>\$6,058</b> |
| <b>Basketball Boys Freshmen</b>                                                 | \$2,503 | \$2,861 | \$3,219   | \$3,576 | <b>\$3,934</b> |
| <b>Basketball Girls Head</b>                                                    | \$4,649 | \$5,313 | \$5,977   | \$6,641 | <b>\$7,306</b> |
| <b>Basketball Girls JV</b>                                                      | \$3,580 | \$4,091 | \$4,603   | \$5,114 | <b>\$5,625</b> |
| <b>Cheer Winter Head</b>                                                        | \$3,397 | \$3,883 | \$4,368   | \$4,853 | <b>\$5,339</b> |
| <b>Cheer Winter Assistant</b>                                                   | \$2,378 | \$2,718 | \$3,058   | \$3,397 | <b>\$3,737</b> |





| <b>Appendix B-1</b><br><b>Athletic Salaries</b><br><b>2022-2023 School Year</b> |         |         |           |         |         |
|---------------------------------------------------------------------------------|---------|---------|-----------|---------|---------|
| Position                                                                        | 1       | 2       | Step<br>3 | 4       | 5       |
| Ice Hockey Head                                                                 | \$4,470 | \$5,109 | \$5,747   | \$6,386 | \$7,025 |
| Ice Hockey Assistant                                                            | \$3,129 | \$3,576 | \$4,023   | \$4,470 | \$4,917 |
| Track Winter Head (B)                                                           | \$4,291 | \$4,904 | \$5,518   | \$6,131 | \$6,744 |
| Track Winter Head (G)                                                           | \$4,291 | \$4,904 | \$5,518   | \$6,131 | \$6,744 |
| Track Winter Assistant(s)                                                       | \$3,004 | \$3,433 | \$3,862   | \$4,291 | \$4,721 |
| Wrestling Head                                                                  | \$5,007 | \$5,722 | \$6,437   | \$7,152 | \$7,868 |
| Wrestling Assistant                                                             | \$3,505 | \$4,005 | \$4,506   | \$5,007 | \$5,507 |
| Baseball Head                                                                   | \$4,649 | \$5,313 | \$5,977   | \$6,641 | \$7,306 |
| Baseball Asst                                                                   | \$2,325 | \$2,657 | \$2,989   | \$3,321 | \$3,653 |
| Baseball JV                                                                     | \$3,394 | \$3,879 | \$4,363   | \$4,848 | \$5,333 |
| Baseball Freshmen                                                               | \$2,325 | \$2,657 | \$2,989   | \$3,321 | \$3,653 |
| Lacrosse Boys Head                                                              | \$4,470 | \$5,109 | \$5,747   | \$6,386 | \$7,025 |
| Lacrosse Boys Asst                                                              | \$3,129 | \$3,576 | \$4,023   | \$4,470 | \$4,917 |
| Lacrosse Girls Head                                                             | \$3,934 | \$4,496 | \$5,058   | \$5,620 | \$6,182 |
| Lacrosse Girls Assistant                                                        | \$2,754 | \$3,147 | \$3,540   | \$3,934 | \$4,327 |
| Softball Head                                                                   | \$4,470 | \$5,109 | \$5,747   | \$6,386 | \$7,025 |
| Softball JV                                                                     | \$3,353 | \$3,832 | \$4,311   | \$4,790 | \$5,268 |
| Track & Field Head (B)                                                          | \$4,649 | \$5,313 | \$5,977   | \$6,641 | \$7,306 |
| Track & Field Head (G)                                                          | \$4,649 | \$5,313 | \$5,977   | \$6,641 | \$7,306 |
| Track & Field Assistant(s)                                                      | \$3,254 | \$3,719 | \$4,184   | \$4,649 | \$5,114 |



| <b>Appendix B-2</b><br><b>Athletic Salaries</b><br><b>2023-2024 School Year</b> |         |         |         |         |         |
|---------------------------------------------------------------------------------|---------|---------|---------|---------|---------|
| Position                                                                        | Step    |         |         |         |         |
|                                                                                 | 1       | 2       | 3       | 4       | 5       |
| Cheer Fall Head                                                                 | \$3,315 | \$3,789 | \$4,262 | \$4,736 | \$5,209 |
| Cheer Fall Assistant                                                            | \$2,321 | \$2,652 | \$2,984 | \$3,315 | \$3,647 |
| Cross Country Head                                                              | \$3,683 | \$4,210 | \$4,736 | \$5,262 | \$5,788 |
| Cross Country Assistant                                                         | \$2,578 | \$2,947 | \$3,315 | \$3,683 | \$4,052 |
| Field Hockey                                                                    | \$3,315 | \$3,789 | \$4,262 | \$4,736 | \$5,209 |
| Field Hockey Assistant                                                          | \$2,321 | \$2,652 | \$2,984 | \$3,315 | \$3,647 |
| Football Head                                                                   | \$5,894 | \$6,735 | \$7,577 | \$8,419 | \$9,261 |
| Football JV & Asst(s)                                                           | \$4,715 | \$5,388 | \$6,062 | \$6,735 | \$7,409 |
| Football Asst(s)                                                                | \$4,125 | \$4,715 | \$5,304 | \$5,894 | \$6,483 |
| Football Freshmen(s)                                                            | \$2,947 | \$3,368 | \$3,789 | \$4,210 | \$4,631 |
| Golf Head                                                                       | \$3,499 | \$3,999 | \$4,499 | \$4,999 | \$5,499 |
| Golf Assistant                                                                  | \$2,449 | \$2,799 | \$3,149 | \$3,499 | \$3,849 |
| Soccer Boys Head                                                                | \$4,052 | \$4,631 | \$5,209 | \$5,788 | \$6,367 |
| Soccer Boys JV                                                                  | \$3,039 | \$3,473 | \$3,907 | \$4,341 | \$4,775 |
| Soccer Girls Head                                                               | \$4,052 | \$4,631 | \$5,209 | \$5,788 | \$6,367 |
| Soccer Girls JV                                                                 | \$3,131 | \$3,578 | \$4,025 | \$4,473 | \$4,920 |
| Volleyball Head                                                                 | \$4,420 | \$5,052 | \$5,683 | \$6,314 | \$6,946 |
| Basketball Boys Head                                                            | \$5,157 | \$5,894 | \$6,630 | \$7,367 | \$8,104 |
| Basketball Boys JV                                                              | \$3,868 | \$4,420 | \$4,973 | \$5,525 | \$6,078 |
| Basketball Boys Freshmen                                                        | \$2,578 | \$2,947 | \$3,315 | \$3,683 | \$4,052 |
| Basketball Girls Head                                                           | \$4,788 | \$5,473 | \$6,157 | \$6,841 | \$7,525 |
| Basketball Girls JV                                                             | \$3,591 | \$4,104 | \$4,617 | \$5,131 | \$5,644 |
| Cheer Winter Head                                                               | \$3,499 | \$3,999 | \$4,499 | \$4,999 | \$5,499 |
| Cheer Winter Assistant                                                          | \$2,449 | \$2,799 | \$3,149 | \$3,499 | \$3,849 |
| Ice Hockey Head                                                                 | \$4,604 | \$5,262 | \$5,920 | \$6,578 | \$7,235 |
| Ice Hockey Assistant                                                            | \$3,223 | \$3,683 | \$4,144 | \$4,604 | \$5,065 |
| Track Winter Head (B)                                                           | \$4,420 | \$5,052 | \$5,683 | \$6,314 | \$6,946 |
| Track Winter Head (G)                                                           | \$4,420 | \$5,052 | \$5,683 | \$6,314 | \$6,946 |





| <b>Appendix B-2</b><br><b>Athletic Salaries</b><br><b>2023-2024 School Year</b> |         |         |           |         |         |
|---------------------------------------------------------------------------------|---------|---------|-----------|---------|---------|
| Position                                                                        | 1       | 2       | Step<br>3 | 4       | 5       |
| Baseball Head                                                                   | \$4,788 | \$5,473 | \$6,157   | \$6,841 | \$7,525 |
| Baseball Asst                                                                   | \$2,394 | \$2,736 | \$3,078   | \$3,420 | \$3,762 |
| Baseball JV                                                                     | \$3,591 | \$4,104 | \$4,617   | \$5,131 | \$5,644 |
| Baseball Freshmen                                                               | \$2,394 | \$2,736 | \$3,078   | \$3,420 | \$3,762 |
| Lacrosse Boys Head                                                              | \$4,604 | \$5,262 | \$5,920   | \$6,578 | \$7,235 |
| Lacrosse Boys Asst                                                              | \$3,223 | \$3,683 | \$4,144   | \$4,604 | \$5,065 |
| Lacrosse Girls Head                                                             | \$4,052 | \$4,631 | \$5,209   | \$5,788 | \$6,367 |
| Lacrosse Girls Assistant                                                        | \$2,836 | \$3,241 | \$3,647   | \$4,052 | \$4,457 |
| Softball Head                                                                   | \$4,604 | \$5,262 | \$5,920   | \$6,578 | \$7,235 |
| Softball JV                                                                     | \$3,453 | \$3,947 | \$4,440   | \$4,933 | \$5,427 |
| Track & Field Head (B)                                                          | \$4,788 | \$5,473 | \$6,157   | \$6,841 | \$7,525 |
| Track & Field Head (G)                                                          | \$4,788 | \$5,473 | \$6,157   | \$6,841 | \$7,525 |
| Track & Field Assistant(s)                                                      | \$3,352 | \$3,831 | \$4,310   | \$4,788 | \$5,267 |

| <b>Appendix B-3</b><br><b>Athletic Salaries</b><br><b>2024-2025 School Year</b> |          |          |          |          |          |
|---------------------------------------------------------------------------------|----------|----------|----------|----------|----------|
| <b>Position</b>                                                                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| <b>Cheer Fall Head</b>                                                          | \$3,415  | \$3,902  | \$4,390  | \$4,878  | \$5,366  |
| <b>Cheer Fall Assistant</b>                                                     | \$2,390  | \$2,732  | \$3,073  | \$3,415  | \$3,756  |
| <b>Cross Country Head</b>                                                       | \$3,794  | \$4,336  | \$4,878  | \$5,420  | \$5,962  |
| <b>Cross Country Assistant</b>                                                  | \$2,656  | \$3,035  | \$3,415  | \$3,794  | \$4,173  |
| <b>Field Hockey</b>                                                             | \$3,415  | \$3,902  | \$4,390  | \$4,878  | \$5,366  |
| <b>Field Hockey Assistant</b>                                                   | \$2,390  | \$2,732  | \$3,073  | \$3,415  | \$3,756  |
| <b>Football Head</b>                                                            | \$6,070  | \$6,938  | \$7,805  | \$8,672  | \$9,539  |
| <b>Football JV &amp; Asst(s)</b>                                                | \$4,856  | \$5,550  | \$6,244  | \$6,938  | \$7,631  |
| <b>Football Asst(s)</b>                                                         | \$4,249  | \$4,856  | \$5,463  | \$6,070  | \$6,677  |
| <b>Football Freshmen(s)</b>                                                     | \$3,035  | \$3,469  | \$3,902  | \$4,336  | \$4,770  |
| <b>Golf Head</b>                                                                | \$3,604  | \$4,119  | \$4,634  | \$5,149  | \$5,664  |
| <b>Golf Assistant</b>                                                           | \$2,523  | \$2,883  | \$3,244  | \$3,604  | \$3,965  |
| <b>Soccer Boys Head</b>                                                         | \$4,173  | \$4,770  | \$5,366  | \$5,962  | \$6,558  |
| <b>Soccer Boys JV</b>                                                           | \$3,130  | \$3,577  | \$4,024  | \$4,471  | \$4,919  |
| <b>Soccer Girls Head</b>                                                        | \$4,173  | \$4,770  | \$5,366  | \$5,962  | \$6,558  |
| <b>Soccer Girls JV</b>                                                          | \$3,225  | \$3,686  | \$4,146  | \$4,607  | \$5,068  |
| <b>Volleyball Head</b>                                                          | \$4,553  | \$5,203  | \$5,854  | \$6,504  | \$7,154  |
| <b>Basketball Boys Head</b>                                                     | \$5,312  | \$6,070  | \$6,829  | \$7,588  | \$8,347  |
| <b>Basketball Boys JV</b>                                                       | \$3,984  | \$4,553  | \$5,122  | \$5,691  | \$6,260  |
| <b>Basketball Boys Freshmen</b>                                                 | \$2,656  | \$3,035  | \$3,415  | \$3,794  | \$4,173  |
| <b>Basketball Girls Head</b>                                                    | \$4,932  | \$5,637  | \$6,341  | \$7,046  | \$7,750  |
| <b>Basketball Girls JV</b>                                                      | \$3,699  | \$4,228  | \$4,756  | \$5,284  | \$5,813  |
| <b>Cheer Winter Head</b>                                                        | \$3,604  | \$4,119  | \$4,634  | \$5,149  | \$5,664  |
| <b>Cheer Winter Assistant</b>                                                   | \$2,523  | \$2,883  | \$3,244  | \$3,604  | \$3,965  |
| <b>Ice Hockey Head</b>                                                          | \$4,742  | \$5,420  | \$6,097  | \$6,775  | \$7,452  |
| <b>Ice Hockey Assistant</b>                                                     | \$3,320  | \$3,794  | \$4,268  | \$4,742  | \$5,217  |
| <b>Track Winter Head (B)</b>                                                    | \$4,553  | \$5,203  | \$5,854  | \$6,504  | \$7,154  |
| <b>Track Winter Head (G)</b>                                                    | \$4,553  | \$5,203  | \$5,854  | \$6,504  | \$7,154  |



| <b>Appendix B-3</b><br><b>Athletic Salaries</b><br><b>2024-2025 School Year</b> |          |          |          |          |          |
|---------------------------------------------------------------------------------|----------|----------|----------|----------|----------|
| <b>Position</b>                                                                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |
| <b>Baseball Head</b>                                                            | \$4,932  | \$5,637  | \$6,341  | \$7,046  | \$7,750  |
| <b>Baseball Asst</b>                                                            | \$2,466  | \$2,818  | \$3,171  | \$3,523  | \$3,875  |
| <b>Baseball JV</b>                                                              | \$3,699  | \$4,228  | \$4,756  | \$5,284  | \$5,813  |
| <b>Baseball Freshmen</b>                                                        | \$2,466  | \$2,818  | \$3,171  | \$3,523  | \$3,875  |
| <b>Lacrosse Boys Head</b>                                                       | \$4,742  | \$5,420  | \$6,097  | \$6,775  | \$7,452  |
| <b>Lacrosse Boys Asst</b>                                                       | \$3,320  | \$3,794  | \$4,268  | \$4,742  | \$5,217  |
| <b>Lacrosse Girls Head</b>                                                      | \$4,173  | \$4,770  | \$5,366  | \$5,962  | \$6,558  |
| <b>Lacrosse Girls Assistant</b>                                                 | \$2,921  | \$3,339  | \$3,756  | \$4,173  | \$4,591  |
| <b>Softball Head</b>                                                            | \$4,742  | \$5,420  | \$6,097  | \$6,775  | \$7,452  |
| <b>Softball JV</b>                                                              | \$3,557  | \$4,065  | \$4,573  | \$5,081  | \$5,589  |
| <b>Track &amp; Field Head (B)</b>                                               | \$4,932  | \$5,637  | \$6,341  | \$7,046  | \$7,750  |
| <b>Track &amp; Field Head (G)</b>                                               | \$4,932  | \$5,637  | \$6,341  | \$7,046  | \$7,750  |
| <b>Track &amp; Field Assistant(s)</b>                                           | \$3,452  | \$3,946  | \$4,439  | \$4,932  | \$5,425  |



**Appendix C-1  
Extracurricular Stipends  
2022-2023 School Year**

| Position                     | Base<br>Rate<br>\$150.38 | 1<br>70% | 2<br>80% | Step<br>3<br>90% | 4<br>100% | 5<br>110% |
|------------------------------|--------------------------|----------|----------|------------------|-----------|-----------|
| Book Club                    |                          | \$632    | \$722    | \$812            | \$902     | \$992.51  |
| Class Advisor Senior         |                          | \$1,790  | \$2,045  | \$2,301          | \$2,556   | \$2,812   |
| Class Advisor Junior         |                          | \$1,579  | \$1,805  | \$2,030          | \$2,256   | \$2,481   |
| Class Advisor Soph           |                          | \$842    | \$962    | \$1,083          | \$1,203   | \$1,323   |
| Class Advisor Frosh          |                          | \$737    | \$842    | \$947            | \$1,053   | \$1,158   |
| Community Service advisor    |                          | \$947    | \$1,083  | \$1,218          | \$1,353   | \$1,489   |
| GSA                          |                          | \$947    | \$1,083  | \$1,218          | \$1,353   | \$1,489   |
| National Honor Society       |                          | \$1,579  | \$1,805  | \$2,030          | \$2,256   | \$2,481   |
| DVC Honor Society            |                          | \$632    | \$722    | \$812            | \$902     | \$993     |
| Newspaper Advisor            |                          | \$1,474  | \$1,684  | \$1,895          | \$2,105   | \$2,316   |
| Travel Club                  |                          | \$1,684  | \$1,925  | \$2,165          | \$2,406   | \$2,647   |
| SADD                         |                          | \$737    | \$842    | \$947            | \$1,053   | \$1,158   |
| Ski Club                     |                          | \$1,053  | \$1,203  | \$1,353          | \$1,504   | \$1,654   |
| Student Council(Civics Club) |                          | \$526    | \$602    | \$677            | \$752     | \$827     |
| Yearbook                     |                          | \$2,842  | \$3,248  | \$3,654          | \$4,060   | \$4,466   |
| Competitive Clubs            | Base<br>Rate<br>\$164.80 | 1<br>70% | 2<br>80% | Step<br>3<br>90% | 4<br>100% | 5<br>110% |
| DECA                         |                          | \$1,269  | \$1,450  | \$1,632          | \$1,813   | \$1,994   |
| Math                         |                          | \$1,036  | \$1,187  | \$1,335          | \$1,483   | \$1,632   |
| Skills USA                   |                          | \$3,576  | \$4,087  | \$4,598          | \$5,109   | \$5,620   |
| Skills USA (Asst)            |                          | \$1,961  | \$2,241  | \$2,521          | \$2,802   | \$3,082   |
| Drama Per Show               |                          | \$2,307  | \$2,637  | \$2,966          | \$3,296   | \$3,626   |
| Assist.(s) Drama Per Show    |                          | \$1,730  | \$1,978  | \$2,225          | \$2,472   | \$2,719   |
| E Sports Fall                |                          | \$1,500  | \$1,714  | \$1,928          | \$2,142   | \$2,357   |
| E Sports Spring              |                          | \$1,500  | \$1,714  | \$1,928          | \$2,142   | \$2,357   |

**Other Positions Stipends**

|                                    |         |
|------------------------------------|---------|
| Meetings and Materials Facilitator | \$ 909  |
| Materials Facilitator              | \$ 607  |
| Periods 9 & 10 18 Hours            | \$ 708  |
| Periods 9 & 10 36 Hour             | \$1,414 |
| Periods 9 & 10 90 Hours            | \$3,537 |







**Appendix C-2  
Extracurricular Stipends  
2023-2024 School Year**

| Position                     | Base<br>\$154.89         | 1<br>70% | 2<br>80% | 3<br>90%         | 4<br>100% | 5<br>110%  |
|------------------------------|--------------------------|----------|----------|------------------|-----------|------------|
| Book Club                    |                          | \$651    | \$743    | \$836            | \$929     | \$1,022.28 |
| Class Advisor Senior         |                          | \$1,843  | \$2,107  | \$2,370          | \$2,633   | \$2,896    |
| Class Advisor Junior         |                          | \$1,626  | \$1,859  | \$2,091          | \$2,323   | \$2,556    |
| Class Advisor Soph           |                          | \$867    | \$991    | \$1,115          | \$1,239   | \$1,363    |
| Class Advisor Fresh          |                          | \$759    | \$867    | \$976            | \$1,084   | \$1,193    |
| Community Service advisor    |                          | \$976    | \$1,115  | \$1,255          | \$1,394   | \$1,533    |
| GSA                          |                          | \$976    | \$1,115  | \$1,255          | \$1,394   | \$1,533    |
| National Honor Society       |                          | \$1,626  | \$1,859  | \$2,091          | \$2,323   | \$2,556    |
| DVC Honor Society            |                          | \$651    | \$743    | \$836            | \$929     | \$1,022    |
| Newspaper Advisor            |                          | \$1,518  | \$1,735  | \$1,952          | \$2,168   | \$2,385    |
| Travel Club                  |                          | \$1,735  | \$1,983  | \$2,230          | \$2,478   | \$2,726    |
| SADD                         |                          | \$759    | \$867    | \$976            | \$1,084   | \$1,193    |
| Ski Club                     |                          | \$1,084  | \$1,239  | \$1,394          | \$1,549   | \$1,704    |
| Student Council(Civics Club) |                          | \$542    | \$620    | \$697            | \$774     | \$852      |
| Yearbook                     |                          | \$2,927  | \$3,346  | \$3,764          | \$4,182   | \$4,600    |
|                              |                          |          |          |                  |           |            |
| Competative Clubs            | Base<br>Rate<br>\$169.74 | 1<br>70% | 2<br>80% | Step<br>3<br>90% | 4<br>100% | 5<br>110%  |
| DECA                         |                          | \$1,307  | \$1,494  | \$1,680          | \$1,867   | \$2,054    |
| Math                         |                          | \$1,069  | \$1,222  | \$1,375          | \$1,528   | \$1,680    |
| Skills USA                   |                          | \$3,683  | \$4,210  | \$4,736          | \$5,262   | \$5,788    |
| Skills USA (Asst)            |                          | \$2,020  | \$2,309  | \$2,597          | \$2,886   | \$3,174    |
| Drama Per Show               |                          | \$2,376  | \$2,716  | \$3,055          | \$3,395   | \$3,734    |
| Assist.(s) Drama Per Show    |                          | \$1,782  | \$2,037  | \$2,292          | \$2,546   | \$2,801    |
| E Sports Fall                |                          | \$1,545  | \$1,765  | \$1,986          | \$2,207   | \$2,427    |
| E Sports Spring              |                          | \$1,545  | \$1,765  | \$1,986          | \$2,207   | \$2,427    |

**Other Positions Stipends**

|                                    |         |
|------------------------------------|---------|
| Meetings and Materials Facilitator | \$ 837  |
| Materials Facilitator              | \$ 625  |
| Periods 9 & 10 18 Hours            | \$ 729  |
| Periods 9 & 10 36 Hour             | \$1,457 |
| Periods 9 & 10 90 Hours            | \$3,643 |



**Appendix C-3  
Extracurricular Stipends  
2024-2025 School Year**

| Position                     | Base<br>\$159.54         | 1<br>70% | 2<br>80% | 3<br>90%         | 4<br>100% | 5<br>110%  |
|------------------------------|--------------------------|----------|----------|------------------|-----------|------------|
| Book Club                    |                          | \$670    | \$766    | \$862            | \$957     | \$1,052.95 |
| Class Advisor Senior         |                          | \$1,899  | \$2,170  | \$2,441          | \$2,712   | \$2,983    |
| Class Advisor Junior         |                          | \$1,675  | \$1,914  | \$2,154          | \$2,393   | \$2,632    |
| Class Advisor Soph           |                          | \$893    | \$1,021  | \$1,149          | \$1,276   | \$1,404    |
| Class Advisor Frosh          |                          | \$782    | \$893    | \$1,005          | \$1,117   | \$1,228    |
| Community Service advisor    |                          | \$1,005  | \$1,149  | \$1,292          | \$1,436   | \$1,579    |
| GSA                          |                          | \$1,005  | \$1,149  | \$1,292          | \$1,436   | \$1,579    |
| National Honor Society       |                          | \$1,675  | \$1,914  | \$2,154          | \$2,393   | \$2,632    |
| DVC Honor Society            |                          | \$670    | \$766    | \$862            | \$957     | \$1,053    |
| Newspaper Advisor            |                          | \$1,563  | \$1,787  | \$2,010          | \$2,234   | \$2,457    |
| Travel Club                  |                          | \$1,787  | \$2,042  | \$2,297          | \$2,553   | \$2,808    |
| SADD                         |                          | \$782    | \$893    | \$1,005          | \$1,117   | \$1,228    |
| Ski Club                     |                          | \$1,117  | \$1,276  | \$1,436          | \$1,595   | \$1,755    |
| Student Council(Civics Club) |                          | \$558    | \$638    | \$718            | \$798     | \$877      |
| Yearbook                     |                          | \$3,015  | \$3,446  | \$3,877          | \$4,308   | \$4,738    |
|                              |                          |          |          |                  |           |            |
| Competative Clubs            | Base<br>Rate<br>\$174.84 | 1<br>70% | 2<br>80% | Step<br>3<br>90% | 4<br>100% | 5<br>110%  |
| DECA                         |                          | \$1,346  | \$1,539  | \$1,731          | \$1,923   | \$2,116    |
| Math                         |                          | \$1,101  | \$1,259  | \$1,416          | \$1,574   | \$1,731    |
| Skills USA                   |                          | \$3,794  | \$4,336  | \$4,878          | \$5,420   | \$5,962    |
| Skills USA (Asst)            |                          | \$2,081  | \$2,378  | \$2,675          | \$2,972   | \$3,269    |
| Drama Per Show               |                          | \$2,448  | \$2,797  | \$3,147          | \$3,497   | \$3,846    |
| Assist.(s) Drama Per Show    |                          | \$1,836  | \$2,098  | \$2,360          | \$2,623   | \$2,885    |
| E Sports Fall                |                          | \$1,591  | \$1,818  | \$2,046          | \$2,273   | \$2,500    |
| E Sports Spring              |                          | \$1,591  | \$1,818  | \$2,046          | \$2,273   | \$2,500    |

| Other Positions Stipends           |         |
|------------------------------------|---------|
| Meetings and Materials Facilitator | \$ 985  |
| Materials Facilitator              | \$ 844  |
| Periods 9 & 10 18 Hours            | \$ 751  |
| Periods 9 & 10 36 Hour             | \$1,500 |
| Periods 9 & 10 90 Hours            | \$3,752 |

## APPENDIX D – ESE Model Evaluation

### 1) Purpose of Educator Evaluation

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:





- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.



- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:  
Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.  
Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.  
Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.  
Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.



- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:

- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district





through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

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

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

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





- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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

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

- i) The Educator shall have at least three unannounced observations during the school year.

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

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

11) **Observations**

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

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

A) **Unannounced Observations**

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

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

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- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

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

**14) Evaluation Cycle: Summative Evaluation**

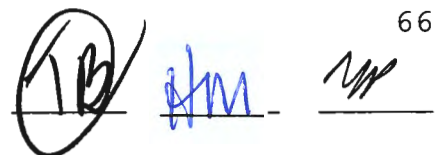


- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's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

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system

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accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

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

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

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

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

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

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

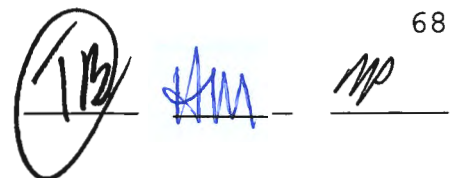
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**



- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

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- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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



|     |                                                                                                              |         |
|-----|--------------------------------------------------------------------------------------------------------------|---------|
| 20. | Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator | June 10 |
|     | Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt         | June 15 |

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

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

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

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

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

**21. Career Advancement**

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

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

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

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

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

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

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

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation



process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.