

Mohawk Trail Regional School District

Unit A Contract

August 25, 2023- August 24, 2026

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AGREEMENT
between the
MOHAWK TRAIL REGIONAL DISTRICT SCHOOL COMMITTEE
and the
MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.

August 25, 2023 -August 24, 2026

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Mohawk Trail Regional School District (MTRSD), and that good morale within the teaching staff of the Mohawk Trail Regional Schools is essential to achieve that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the laws of Massachusetts, the Committee, elected and appointed by the citizens of the towns comprising the Mohawk Trail Regional School District, has final responsibility for establishing the educational policies of the public schools of the district. Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers and authority held by the Committee prior to the effective date of this agreement are retained by the Committee, and the exercise of said rights, powers, or authority shall not be subject to grievance procedure.
- B. The Superintendent of the District, or in their absence some person duly vested with similar authority, (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and those set forth in the General Laws, Chapter 71 and all other laws thereto pertaining.
- C. The teachers of the public schools of the District have responsibility for providing education of the highest possible quality.
- D. Fulfillment of these responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committee, the Superintendent, and the teachers in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teachers.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I: RECOGNITION

- A. The Mohawk Trail Regional School District Committee (hereinafter referred to as the "Committee") recognizes the Mohawk District Education Association, Inc. (hereinafter referred to as the "Association") as the exclusive bargaining representative as defined and set forth in Chapter 150E of the General Laws of the Commonwealth for the purpose of collective bargaining. Said collective bargaining unit shall consist of all full time and regular part time professional employees including: all teachers and other like professionals holding certification to teach, apprenticeship teachers or teachers working under an approved waiver from the Massachusetts Department of Secondary and Elementary Education (DESE) including academic coaches; counseling personnel; and nurses. Further, said collective bargaining unit shall exclude the Superintendent of Schools and their staff, the Principals, Assistant Principal(s), all Teacher, Library, and Special Education Aides, Athletic Director, substitute teachers, and all other employees not holding certification to teach or practice in Massachusetts.
- B. Unless otherwise indicated, the employees in the above unit will be referred to as the "Teachers".
- C. The Committee will send an unapproved copy of the secretary's report of all regular School Committee meetings, free of charge to the Mohawk District Education Association, Inc. as soon as practicable after each meeting. An approved copy of the secretary's report of all regular School Committee meetings shall be posted in each school building so all members will know of policies, decisions, etc.
- D. Each building Principal will be responsible for providing a copy of the agenda and minutes of each School Council meeting at no cost to the Mohawk District Education Association, Inc. In addition, a copy of each meeting agenda will be posted in their respective building by the Principal.

ARTICLE II: NEGOTIATION PROCEDURE

- A. Not later than October 15 of the calendar year preceding the calendar year in which this agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the law (hours, wages, work conditions) of this Commonwealth to be the subject of collective bargaining. Any successor agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view, and make proposals and counter proposals. The Committee will make available to the Association for inspection all pertinent records of the School System as are within the classification of public records. Either party shall be free to use professional and lay consultants to assist in the negotiations.
- C. The Committee agrees that it will not adopt any change in policy which negates any of the provisions of this agreement.
- D. The Committee agrees not to negotiate with any teacher or with any other teachers' organization other than the organization recognized herein as the exclusive bargaining agent during the term of this agreement.
- E. The parties may modify the contract by mutual agreement. Any such modification(s) will be reduced to writing and incorporated into the contract.
- F. If the negotiations described in Section A have reached an impasse, the procedure described in Chapter 150E of the Massachusetts General Laws will be followed.

ARTICLE III: CITIZENSHIP RIGHTS

- A. Teachers are entitled to full rights of citizenship, including, but not limited to, religious and political freedom of activity, provided however, that no such activities shall interfere with the performance of the teachers' assigned work duties, and shall not violate any state or federal law.
- B. The Committee and the Association agree not to discriminate in any way against teachers covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, marital status, age, pregnancy or pregnancy related conditions, mental or physical disability, or union activity.

ARTICLE IV: GRIEVANCE PROCEDURE

- A. Definition:

A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement. A "grievant" is defined as an employee, employees, or the Association submitting the grievance.

- B. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare, wages, or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties may resolve issues informally, provided said informal resolution does not violate the terms of this Agreement.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

A "grievance" shall be deemed to have been waived and shall not be further processed under this grievance process if it has not been presented or pursued within those time limits herein set forth. The time limits specified may be extended by a mutual agreement in writing.

- C. Grievance and Association Rights:

The grievant shall have the right to be represented by the Association at all meetings involving the grievance.

No reprisals of any kind will be taken by the School Committee or by any member of the administration against the grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the representative of the Association.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

D. Procedure:

Level One

While the parties acknowledge that it is usually most desirable for an employee and their principal/supervisor to resolve problems through informal communications, and encourage the parties to engage in such discussions, those informal discussions will be included within the Level One time limit of twenty-five (25) school days.

An employee with a grievance, and/or the Association, will submit the grievance in writing to their building principal/immediate supervisor, either directly or through the Association, within twenty-five (25) school days of the time the employee or the Association knew or should have known of the act or condition on which the grievance is based.

Within ten (10) school days of receipt of the grievance, the principal/immediate supervisor will meet with the grievant. Within five (5) school days of the meeting, the principal/supervisor will render a written response.

Level Two

If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) school days of the meeting at Level One, or if no response has been made within said time period, the grievant may present the grievance in writing to the superintendent within ten (10) school days of the Level One response, or the response due date, whichever is earlier.

Within ten (10) school days of receipt of the grievance, the superintendent will meet with the grievant. Within five (5) school days of the meeting, the superintendent will render a written response.

Level Three

If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days of the meeting at Level Two, or if no response has been made within said time period, the grievance may be presented in writing to the School Committee within ten (10) school days of the Level Two response, or the response due date, whichever is earlier.

The School Committee will schedule a hearing of the grievance at its next regularly scheduled meeting or within fifteen (15) school days, whichever is sooner. The School Committee will render its response, in writing, within ten (10) school days next following the meeting at Level Three.

Level Four

If the grievance is not resolved to the satisfaction of the Association within ten (10) school days of the meeting at Level Three, or if no response has been made within said time period, the Association may submit the grievance, in writing, for arbitration through the American Arbitration Association, with a copy to the superintendent and the School Committee, within fifteen (15) school days of the Level Three response, or the response due date, whichever is earlier.

Only a grievance involving a claim that the School Committee and/or its agents has violated, misinterpreted, or misapplied any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement shall be subject to arbitration.

The decision of the arbitrator shall be final and binding on the School Committee, the Association, and the grievant(s). The arbitrator shall be bound by all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify its provisions.

The expenses for such arbitrators' fees shall be shared equally by the School Committee and the Association.

E. Class Action Grievance:

If in the judgment of the Association, and within twenty-five (25) school days of the time the employee or the Association knew or should have known of the act or condition on which the grievance is based, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if any of the aggrieved persons do not wish to do so.

- F. The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. c. 150E, § 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G. .L. c. 71 or through this Article, may pursue an appeal of their grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum. If a grievance regarding disciplinary action is pursued through the grievance procedure, the grievance will not proceed to Level Three of the grievance procedure, but instead will go directly from Level Two to Level Four.
- G. When a grievance is submitted on or after June 1st and prior to the beginning of the following school year, the time limits shall consist of all business days so that a matter may be resolved before the close of the school year or as soon as possible thereafter.

ARTICLE V: PAYROLL PROCEDURES

- A. The salaries of all persons covered by this Agreement are set forth in the Appendices which are attached hereto and made a part hereof.
- B. All persons on the salary schedule will have the option of being paid in twenty-six (26) equal payments, twenty-one (21) equal payments, or twenty-six (26) equal payments but with payments 22 through 26 being paid as a "lump sum" the next payroll period after students are dismissed. Employees choosing twenty-one (21) payments through the school year will have the opportunity to have their health insurance payments taken out in the last two (2) payments to gain the benefit of pre-tax dollars.

The choice between which of the three (3) foregoing methods of payment a teacher wishes, must be made not later than August 1 preceding the payment year, or immediately upon initial employment (if employed after August 1) by submitting such decision to the Superintendent's office on the approved form. If a teacher (other than a newly employed teacher) does not submit such a form by August 1, then the District shall continue the same method of payment as utilized for that teacher the preceding year. If a newly employed teacher does not submit such form immediately upon initial employment, then the teacher will receive payment of his or her salary in twenty-one (21) equal installments.

Changes in method of payment may not be made during a school year.

- C. Thursday in every other week shall be payday so as to effectuate (B) above. In the event school is not in session on a Thursday, payday shall be the next school day prior except when the Thursday payday shall fall during a school year vacation period, in which event checks shall be mailed out on Wednesday of such vacation period.

In order to maximize administrative efficiency, all teachers must designate a financial institution of their own choosing for direct deposit of their pay. Such designation must be provided to the District no later than sixty (60) days after the teacher's first day of service with the District. In the event of any foreseeable interruption of the normal bi-weekly schedule of paydays, the Committee agrees to so notify the teachers in writing at least thirty (30) days prior to such interruption.

- D. The Committee agrees to deduct from teachers' salaries amounts for Health, Dental, Life, and Disability Insurance; Franklin First Federal Credit Union, NEA and MTA services and programs, tax sheltered annuities, Savings Bond purchases (of at least the total purchase per pay period of one Savings Bond), and Roth 403(b) plans as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the appropriate agency. Changes in amounts deducted will be made only two (2) times per year, except that the original establishment of a deduction for loans, insurance or the like, and changes in marital or dependency status may be made at any time, provided, as to the latter, that such changes are bona fide and not merely changes in amounts to be deducted for income tax to suit the teacher's convenience. It is expressly understood that any deductions which a teacher may authorize the Committee to make from their earnings will be deducted in equal installments from each paycheck received by said teacher during the year.
- E. Any teacher who is hired to less than a full-time position, or any teacher whose teaching assignment is less than a full-time assignment, will be compensated on a pro rata basis for the time actually worked. Unless required otherwise by law, the benefits specified below that are provided under this contract to teachers who work less than full time will be provided on a pro rata basis: longevity compensation (Article VI); preparation time (Article VII.F.); leave related to sickness, illness or injury, and accrual thereof (Article XX); personal leaves, and accrual thereof (Article XXII.A.1.; and family- and child-related leave, and accrual thereof (Article XXIV).

Reimbursement for approved college courses under Article XXVI C. will not be made on a pro rata basis except in the case of part-time teachers working less than eight-tenths (0.8) of a full-time equivalent (FTE) position.

- F. Teachers who complete an entire school year providing assigned teaching service at assigned stations without absence during the entire school year, other than approved absences under Article XXII, Section A(2), A(3)(a), A(3)(d), and A(5) of this Agreement, shall be paid a Perfect Attendance Bonus of two hundred dollars (\$200.00). This bonus shall be paid as supplementary salary, subject to applicable withholding and deduction rules, on or before July 15 immediately following the school year.

ARTICLE VI: LONGEVITY COMPENSATION

- A. Each member of this bargaining unit will receive annual longevity compensation in accordance with the following: according to the following length of service to the District.

After fifteen (15) years of service at MTRSD	\$1,500
After twenty (20) years of service at MTRSD	\$1,750
After twenty-five (25) years of service at MTRSD	\$2,000
After thirty (30) years of service at MTRSD	\$2,250

Each member of this bargaining unit will receive annual longevity compensation according to the following length of service to the District. This longevity compensation will be added to the qualifying teachers' annual salary and be treated as regular earnings under Chapter 32. The service shall equal an amount equal to the total years of paid service to the District plus total years of time spent on any paid leave of absence granted by the District, both calculated to the nearest one-tenth of a year. Service to the District shall include service at schools included in the District by K-12 Regionalization. If a person was otherwise eligible for a Longevity Bonus, they will not lose that longevity due to column movement.

- B. Teachers with fifteen (15) years of service may elect to increase their pay for three (3) consecutive years by \$3,000, in each of the three (3) years, as well as the longevity pay already provided for in Section A above. After receiving the above longevity payments, the teacher will not be entitled to any further longevity payment under Sections A or B above. Teachers must apply for the longevity payment on or before November 1 preceding the academic year in which they wish to begin collecting said benefit. If the teacher does not receive all of the above \$9,000 prior to separation from employment, they shall be entitled to a lump sum payment at the time of separation from service equaling the remaining sum.

ARTICLE VII: TEACHING HOURS AND TEACHING LOAD

A.

1. The starting and dismissal times for students will be as follows:
 - a. Mohawk Trail Regional Middle/High School (all grades) 7:45AM to 2:20 PM
 - b. Sanderson Academy (K-6) 8:45AM to 3:15PM
 - c. Buckland Shelburne Elementary School (K-6) 8:45AM to 3:15PM
 - d. Colrain Central School (K-6) 8:45AM to 3:15PM
 - e. Pre-kindergarten at all elementary schools will begin at 8:30AM and be dismissed no later than 2:30PM.
 2. The Committee reserves the right to alter starting and dismissal times of the school day for students, provided however that no such alteration shall increase the length of the workday for teachers unless such lengthening is required by statute or regulation of the State Board of Education.
 3. The workday of classroom teachers for grades K-6 will begin fifteen (15) minutes before the start of school and will end ten (10) minutes after students are normally dismissed. The workday of classroom teachers for grades 7-12 will begin fifteen (15) minutes before the start of school and will end five (5) minutes after students are normally dismissed. The parties agree that, on occasion, five (5) to ten (10) minutes may be insufficient to meet with the Principal or the Superintendent if requested to do so, or to meet with pupils needing assistance or advice, or for emergency situations. On such occasions, the five (5) to ten (10) minute limit does not apply.
 4. Commencing with school year 2017-18, the workday of pre-kindergarten teachers increased by twenty (20) minutes per day. The workday for pre-kindergarten teachers begins fifteen (15) minutes before the start of school and ends sixty (60) minutes after students are normally dismissed, in order to provide adequate preparation time for pre-kindergarten teachers. Pre-kindergarten teachers will be compensated for this additional 20 minutes per day based on each individual's per diem rate of pay.
 5. Full time personnel other than classroom teachers included in the bargaining unit will work at their assigned tasks for at least the length of the regular teachers' workday. It is recognized, however, that the proper performance of their duties may, on occasion, require them to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
 6. The parties recognize the desirability of being able to provide for flexible scheduling of teachers in order to improve or modify the educational program. Variations from the provisions of Paragraphs 1 and 2 of this article may be made which would result in a teacher's daily work assignment beginning or ending earlier or later than the times set forth in those paragraphs. Individual schedules will be worked out with the building principal.
- B. The Committee agrees that the Association will be given meaningful input in the development of the Annual School Calendar. To that end, representatives of the association will be invited to participate in meetings with the Directors of Curriculum and Assessment to develop the proposed Annual School Calendar for the upcoming year. The "Annual School Calendar" will consist of the days between the orientation day and the day after the last scheduled day with students

C.

1. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions, and other than those personnel who are required to attend on additional days as defined within this agreement) shall be one hundred eighty-four (184) days to commence on August 28, 2023, August 26, 2024 and August 25, 2025. The "work year" will include days when students are in attendance, the orientation day at the beginning of the school year, required workshops and seminars (occurring on release days) and any other days on which teacher attendance is required. The following days will be scheduled as part of the Annual School Calendar.
 - a. One (1) of these days shall be an orientation day and shall occur just prior to the classroom preparation day. The association will be given an hour during the orientation day for a meeting with its members and any teachers interested in joining.
 - b. One (1) of these days shall be designated for preparing classrooms for the upcoming year (no meetings will be held on this day) and shall occur just prior to the official first day of school for students.
 - c. One (1) of these days shall be at the end of the year allocated for finishing year-end teacher duties.
 - d. One (1) of these days shall be the District/County in-service day. The Committee agrees that the Association will be given meaningful input into the development of the District/County in-service day. To that end, representatives of the association, as designated by the Association President(s), will be invited to participate in meetings with the

Director(s) of Curriculum and Assessment to develop the District in-service day.

2. Teachers will not be scheduled to work during the April vacation week.
3. For the Fall Semester 2023, the district will pilot the following revised final assessment methodology for Grades 7 – 11.
 - a. A three-day period will be set aside during the final week of the first and second academic semesters for advisory student-led conferences for individual students in Grades 7 – 11. Such conferences will be scheduled by teachers and their advisory students, and each conference will last for no more than fifteen (15) minutes. During this period, teachers will work a full day and students will be on an early release schedule.
 - (i) On Day 1, students will be dismissed early, and teachers will use the balance of the day to prepare for student-led conferences.
 - (ii) Individual student-led conferences will be scheduled for Day 2 and Day 3. During this period, Grade 12 teachers will schedule summative assessments for their students as part of their regular schedule, and Grade 7-11 teachers who are not advisors will be given tasks in accordance with their teaching assignments, as required. There will be no required after-school meetings during this period.

Following a review of the Fall Semester pilot, the Building Principal will determine, in consultation with the Association, whether the pilot program will remain the final assessment methodology for Grades 7-11 for ensuing semesters.

- b. If the Building Principal determines the pilot was not a success, the following will be reinstated:

Final Exams after the first semester will be spread over three (3) days. Teachers will work a full day, but students will either be released early or commence the school day late. There will be no required after school meetings during the week of finals. Teachers will be given seven (7) calendar days after the last final exam to enter grades. Teachers who are giving less than three (3) exams may be asked to monitor students who are not taking exams. Teachers may be asked to spend the equivalent of one (1) hour monitoring for each exam not given (maximum of three (3) hours).
4. There will also be: one (1) mandatory day before the start of the school year for the lead high school nurse and, subject to the approval of the Director of Pupil Personnel Services or the building principal(s), as appropriate, up to ten (10) days at the beginning and/or after the end of the school year for special education liaisons and middle school/high school guidance counselors. These days will be compensated at each individual's per diem rate of pay.
5. For the school year the per diem rates will be based on a one hundred eighty-four (184) day work year.
6. It is expressly understood that on days when teachers are dismissed early because of inclement weather or other emergency, such days will be counted as days included in computing the work year. In the event that this results in state time-in-learning requirements not being met, teachers will be required to work additional day(s) or hours as determined by the Superintendent of Schools to meet those requirements.

D. Teachers may be required to remain beyond the end of their regularly scheduled workday without additional compensation to attend meetings called by the administration. Under normal circumstances, such meetings shall not be scheduled more than one (1) weekly; nor under normal circumstances shall such meetings exceed one (1) hour in length after the end of the teacher workday. Every effort will be made to give forty-eight (48) hours' notice of such meetings. Teachers may individually be excused from any meeting described in this paragraph by the Superintendent or designee.

1. Teachers may be required to attend up to three (3) meetings each year that are held in the evenings or otherwise outside of regular school hours.
 - a. Middle School teachers and guidance staff may be required to attend (a) the annual Celebration of Learning (or similarly named event) showcasing student coursework and achievement; (b) the High School graduation; and (c) the annual fall Open House (or similarly named event) held to acquaint middle school parents/guardians with their students' teachers and other staff. If the graduation is held on a weekend, teachers will not be required to attend.
 - b. High School teachers may be required to attend: (a) the annual Celebration of Learning (or similarly named event) showcasing student coursework and achievement; (b) the High School graduation, and (c) the annual High School Awards Ceremony. If the graduation and/or the Awards Ceremony are held on a weekend, teachers will not be required to attend. If the Awards Ceremony lasts longer than two (2) hours, teachers will not be required to attend graduation. No high school staff meeting will be held during the week in which one or more of these events is

scheduled.

- c. High School teachers also will be given time during a regular school day to develop and record a short video (of no longer than five (5) minutes per course) that explains the nature of each course they teach and the expectations for participating students to be shared with parents/caregivers online and at the Open House event.
 - d. Elementary classroom teachers may be required to attend: (a) the annual fall Open House (or similarly named event) held to acquaint parents/guardians with their students' classroom teachers; and (b) two (2) Family Conference events which encompass individual discussions with parents/guardians about their student(s).
 - e. Unit A staff who are not required to attend one or more of the above events, and choose not to do so, will submit to the building principal a proposal for a community engagement event (e.g., parent/guardian event, extension activity, workshop, or presentation in their area of expertise) with evening or out-of-school hours commensurate to the events listed above.
 - f. Attendance at all other evening meetings will be at the option of the individual teacher. Teachers accepting special responsibilities will be informed if additional evening meetings will be required.
2. b. The schedule of the required evening meetings per year shall be determined not later than June 1st of the preceding school year by the School Principals and Associate Principal(s), subject to the advice and consent of the President(s) and Vice President(s) of the Association.
 3. c. Each teacher shall make themselves available for conferences with any parent or parents of children in their instructional group when the parent or parents request such meetings. To the extent possible, such conferences will be scheduled at mutually agreeable times on school days.
- E. During the regularly scheduled lunch period, teachers will have a duty-free lunch period of 25 minutes per day at the high school and 30 minutes per day at the elementary schools. The parties agree that to improve scheduling and educational techniques, the present length of the periods may be changed by the Committee. The faculty, during their duty-free lunch period may leave school grounds, provided the school administration is informed when persons leave and return.
- F. In addition to the lunch period noted in Section E above:
1. Whenever possible, high school teachers will have as unscheduled preparation time an amount of time equal to one (1) high school classroom period per day when school is in session. Middle school teachers will have a common preparation period every day, whenever possible. It is understood that lessons for Advisory periods will be provided to Advisory teachers and that no special or additional preparation will be necessary.
 2. An elementary teacher who is assigned a homeroom will receive a minimum of sixty (60) minutes of preparation time per full instructional day. This time shall be scheduled in no less than thirty (30) minute continuous blocks.
 3. An elementary teacher and/or specialist who is not assigned a homeroom will receive a minimum of sixty (60) minutes of preparation time per full workday. This time shall be scheduled in no less than fifteen (15) minute continuous blocks, and each teacher will receive at least one thirty (30) minute continuous block per day. Up to fifteen (15) minutes of the preparation time per day may include the fifteen (15) minutes before the start of school or the ten (10) minutes after students are normally dismissed. In order for an elementary teacher and/or specialist who is not assigned a homeroom to receive a thirty (30) minute continuous block of preparation time, if the fifteen (15) minutes before the start of school cannot be utilized for this purpose, the ten (10) minutes after students are normally dismissed may be used.
 4. The parties understand and agree that in order to comply with the above language regarding preparation time it may not be possible for the building principal to rotate non-teaching assignments on an equitable basis in accordance with the provisions of Article X (B).
 5. This paragraph in no way prohibits the Administration from assigning teachers during their preparation periods to substitute for a teacher who is out for a part of a day for emergency reasons.
- G. Teacher participation in extracurricular activities will be encouraged. Teachers will be compensated in accordance with

Appendix III of this contract.

- H. Every reasonable effort will be made to limit the number of long block preparations for each high school teacher to two (2) per semester. Different levels of the same course and different grade levels are considered to be different preparations.
- I. Should the Committee elect to participate in a virtual school, the Committee will notify the Association and comply with the provisions of M.G.L. c. 150E.

ARTICLE VIII: CLASS SIZE

The Association recognizes the genuine efforts being made by the building principals to arrange and schedule class size and load in an equitable manner. In order to continue these efforts towards keeping class sizes to manageable levels, the Association will be encouraged to discuss possible changes with the principal(s) which are intended to improve the educational climate.

The parties recognize the educational advantage and benefits provided to students when class size is at optimum levels, as measured by the numbers of students assigned to each class.

Teachers may submit written recommendations to the principal(s) prior to the end of the school year giving advice on the assignment of students to classes for the following school year.

ARTICLE IX: CLASS COMPOSITION

The parties recognize that the composition of the class has a direct effect upon the learning environment (i.e. behavioral needs, social interactions, academic groupings, etc.)

In the event that a teacher believes that the size or composition of their class inhibits the optimal educational advantage and benefit to their students, then the teacher after discussion with the Principal may bring the matter to the Superintendent for review.

ARTICLE X: NON-TEACHING DUTIES

The parties hereto recognize that a teacher's time, in the main, should be directed towards instructional duties. To that end, they agree as follows:

- A. Teachers will not be required to do the following:
 - 1. Collect money from students for non-educational purposes. Although teachers may be required to collect and transmit money used for educational purposes, they will not be required to tabulate such money.
 - 2. Deliver substantial quantities of books to classrooms.
 - 3. Perform health services such as weighing and measuring pupils and administering eye and ear exams.
 - 4. Administer any medication.
- B. When non-teaching duties are assigned, such assignments shall be rotated on an equitable basis within the limitations of the work schedules of the entire staff. The assignment of such duties will be made by the building principal.
- C. Teachers who volunteer to drive pupils to activities located away from the school building shall first secure permission from the building principal, shall carry required insurance for the vehicle to be used, and shall otherwise conform with existing policies fixed by the Committee which pertain to the use of personal vehicles for pupil transportation.

Required insurance shall mean at least \$100,000/\$300,000 of personal injury and liability insurance and at least \$50,000 property damage insurance.

The Committee agrees to indemnify teachers in the maximum amount provided for within and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.

- D. Reimbursement for transportation defined in Section C of this article shall be at a rate fixed by the District.

ARTICLE XI: TEACHER EMPLOYMENT

Upon employment in the Mohawk Trail Regional School District teachers and other certified professionals included in the bargaining unit may, for the purpose of initial vertical step placement on the salary schedule, be given credit for previous teaching experience or other relevant professional experience. The determination of other relevant professional experience shall be by the Superintendent.

A teacher who has taught for one-hundred (100) days or more during a given school year can be given credit for that year at the discretion of the superintendent.

No such new teacher will receive a higher salary than any presently employed teacher with equal or greater experience and education, except that all teachers hired to begin teaching during the term of this contract (FY 18-FY20), will be placed at the step level consistent with their years of experience, regardless of whether such placement means that a newly hired teacher will be placed at a level higher than a currently employed teacher with the same level of experience.

ARTICLE XII: TEACHER ASSIGNMENT

- A. When possible, teachers will be notified in writing of their programs for the coming school year, including the school, the grades and the subjects that they will teach, and any special or unusual classes that they will have, not later than June 1.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor fields of study.
- C. Elementary Teachers

The Principal shall annually assign grades and subjects of instruction to teachers. It is recognized that on occasion, such assignments may result in a change of grade and/or subject to be instructed by a teacher. It is agreed that such changes may occasionally be necessary. It is further recognized that such changes in assignment may impact education at the district school and/or may result in involuntary assignments of grade and/or subject of instruction.

In order to effectuate an orderly and uniform process of assignment and at the same time to secure due rights to the affected teacher(s), the following methods and processes shall be employed.

- 1. If it appears that the assignment of grades and subjects of instruction to teachers may result in change, the Principal shall first consider options which do not result in involuntary assignments of the same. Such consideration, however, shall not compel the Principal to render decisions respecting assignment of grades and subjects of instruction which result in no involuntary assignment of the same.
- 2. In the event that assignments are to be involuntary, the principal agrees to consider such matters as teacher expertise, length of service in the system, and areas of qualification in making the decision as to who shall be assigned specific grades and subjects of instruction.
- 3. Unless the best interests of the District cannot otherwise be preserved and protected sufficiently, thirty (30) days written notice shall be given in all cases of change of assignment of grade and subject of instruction.
- 4. Involuntary assignments of grade and/or subject of instruction may be made only after discussion between the Principal and the teacher. The Principal shall, during such discussion, inform the teacher of the reasons for the change in assignment. If the teacher believes that the assignment is not in the best interest of the school or the teacher, they may request that the matter be discussed with the Superintendent.

- D. Secondary Teachers

The assignment of programs, grades, and subjects to be taught by teachers will be based upon and determined by the use of the following procedure.

To the extent possible, changes in subject assignment will be voluntary.

- 1. Department members meet to discuss courses and descriptions for inclusion in the course catalog for the ensuing year. The department's Instructional Leadership Team (ILT) representative (see Appendix IV) submits the agreed-upon list of courses

and descriptions to the Principal.

2. Course catalogs are issued by the administration and students sign-up for courses and electives with teacher consultation.
 3. The master schedule is created by the administration based upon input from departments regarding course parameters. The administration reserves the final right of assignment.
- E. It is understood and agreed that the Committee has the right under the General Laws to establish programs and courses of study within the school system. Upon determination that a new position will be established or that modifications are to be instituted in existing programs, the Association will be notified of the details. The Principal, subject to the approval of the Superintendent, may fill such positions, or institute such modifications, and will pay such sums of money for salary as may have been determined for the position, subject to the obligations of the Committee to negotiate a final rate of pay with the Association, if the positions involved are filled by personnel who are part of the bargaining unit as defined in Article I of this agreement.

ARTICLE XIII: REDUCTION IN FORCE

This Article only applies to Teachers with Professional Status.

- A. In the event it becomes necessary for the Superintendent to reduce the number of employees included in the bargaining unit under this contract, the following procedures shall be used:
1. No teacher who has achieved "professional" status shall be laid off while there is a teacher who has not received "professional" status, and whose position the "professional" status teacher is certified to fill.
 2. Whenever possible, attrition shall be used to reduce the workforce.
 3. The Superintendent will take into consideration the teacher's area licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, § 38 and the best interests of the students in the Mohawk Trail District; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the Department of Elementary and Secondary Education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary. A teacher's job performance shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the area of licensure targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted licensure area. If the above-referenced factors are equal, then the least senior teacher in the licensure area will be laid off first.
 4. An employee whose position is eliminated shall
 - a. be transferred to an open position for which they is certified;
 - b. replace an employee in accordance with Section 3 above in an area in which the employee is certified; or
 - c. be laid off if a) or b) above is not applicable.
 5. An employee replacing another employee with lower seniority must accept the hours of that position whether the hours of that position are less than, equal to, or greater than the hours of the position the employee previously occupied.
 6. Any teacher who may be affected by a reduction in force must be notified no later than June 1st of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the lay-off. The Principal will make a reasonable effort to schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written notification.
- B. For the purpose of this Article, the following definitions will be used:
1. "Seniority" shall mean the employee's total length of continuous service as a teacher in either a part-time or full-time position in months, days and years from the last date of employment in the District, or in any of the Districts which regionalized to constitute the Mohawk Trail Regional School District in a position covered by this bargaining unit. Teachers shall be credited seniority for all time spent on paid leaves of absence authorized within this Agreement. Cases involving identical seniority

will be resolved by a lottery conducted by the Association and the Superintendent.

2. Date of employment shall mean the date of the School Committee vote to hire, or for teachers hired after June 1993, the first day of work.
3. Certification shall mean that the employee has on file with the Superintendent's office evidence that they possess the appropriate state subject area certification(s) for teaching positions, as defined pursuant to Chapter 71, Section 38G of the General Laws, or that they are awaiting approval of a completed application submitted to the Department of Education, or that a certification can be reactivated within a two year period as provided under Chapter 71.
4. A revised seniority list shall be supplied annually by the Committee to the Association and released each October 15th. The annual employee seniority list shall not be altered after October 15th except to correct an error or to add new employees to the bargaining unit.

ARTICLE XIV: RECALL

- A. Teachers, having held professional status at the time of layoff, will be recalled in inverse order of their layoff to vacancies for which they are certified. Such teachers will remain on a recall list for a period of twenty-four (24) months from their last day of work.
- B. A professional status teacher who is recalled by the Committee shall be recalled with professional status and all benefits they had accumulated at the time of their layoff. Laid off employees may continue group health and life insurance during the recall period as provided by the Committee to members of the bargaining unit by paying the Committee for the full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option. For this purpose, professional status teachers on the recall list shall be deemed to be on an unpaid leave of absence.
- C. Professional status teachers on the recall list will be given first priority and preference for filling substitute teacher vacancies if they indicate, in writing, that they desire such employment. When vacancies occur in the certification area(s) of a teacher with professional status on the recall list, such teacher shall be notified by certified mail at their last address of record. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days of receipt of such notice shall be considered a rejection of such offer. It shall be the responsibility of such teachers on the recall list to inform the Office of the Superintendent of changes of address.
- D. Professional status teachers on the recall list holding certification for a vacant position shall have priority in filling such vacancy as herein above set forth. No new employees shall be hired to fill such vacancies until all duly certified teachers on the recall list have been first offered the vacancy pursuant to the provisions of this Article.
- E. If a teacher refuses or fails to respond in writing to a recall offer to the same position they held at the time of layoff, they shall lose all future rights of recall. A teacher, however, does not lose recall rights if the position is offered during the course of the school year and the teacher is already employed in another school system or the teacher is medically unable to return to work at that time. In either circumstance, the teacher must accept the offered position by certified mail within ten (10) calendar days of receipt of the notice for the following school year. In the event the teacher is physically unable to accept the position, they must present medical certification to the Superintendent that they can return to the position as of the start of the following school year.

ARTICLE XV: VACANCIES & PROMOTIONS

- A. The Committee agrees that timely email notice will be given to the President(s) of the Association as well as to all teachers currently employed by the District and those on the recall list regarding the existence of any vacancy or other positions (such as extra-curricular, co-curricular, tutoring, summer positions, etc.) as soon as possible after it becomes known that they will exist. Such notice will contain a description of the position, the qualifications, duties, and a range of initial minimum and maximum salary to be paid. The Association will be notified prior to any changes in the duties or qualifications of such position. No vacancy will be filled except on a temporary basis, within fifteen (15) days from the date of the original notice.

During the summer months (July and August), the Superintendent or designee agrees to forward notices required under this provision to the Association, whose duty it will be to notify its members.

The Superintendent or designee reserves the right to publicize such vacancies (See above, paragraph A) in any manner, and to any

extent they desire provided that such vacancy is posted internally concurrent with advertising. A written notification will be sent to the Association's President(s) at the time of posting.

In the event the Superintendent or designee decides that the person filling any such position temporarily will be placed in such position permanently, it is agreed that all other applicants requesting in writing the reasons for such action will be informed as to why such action is taken.

- B. The Principal shall consider applications from the existing professional staff and those on the recall list for vacancies or any other positions. The application process shall be uniform across all schools. Interested applicants shall provide to the Principal a letter of interest and a resume or summary of experience. Principals and/or applicants may request an interview. All applicants will be notified of the Principal's hiring decision within 48 hours of such a decision.

ARTICLE XVI: TRANSFERS

It is agreed that transfers of teachers from school to school will occasionally be necessary. It is further agreed that such transfers may be disruptive to the educational process. In order to effectuate orderly adjustments, the following methods will be employed.

- A. District volunteers will be considered for transfers first. No assignments of new teachers shall be made until all transfer requests have been considered.
- B. In the event that transfers are to be involuntary, the Superintendent will consider such matters as teacher competence, length of service in the system, and areas of qualification in making the decision as to who shall be transferred. Unless the best interest of the District cannot be otherwise preserved and protected sufficiently, thirty (30) days written notice shall be given in all cases of transfer during the school year. Involuntary transfers may be made only after discussion between the Superintendent and the teacher of the reason for the transfer. If the teacher objects to the transfer after such discussion, they may, together with a representative of their choosing, meet with the Superintendent within thirty (30) days to discuss the matter. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
- C. Teachers will be notified of any transfers as far in advance as possible and normally not later than June 1. In the event unusual circumstances require transfer after June 1, the teacher will be notified as soon as possible of the reason for the change. The Principal will make a reasonable effort to schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written transfer notification.
- D. Teachers desiring transfers may submit written requests to the Superintendent indicating the assignment preferred. Such requests must be submitted between September 1st and April 15th of each school year to be considered for the following school year. Requests must be renewed each year and shall be acknowledged in writing.
- E. Whenever feasible, any teacher who is transferred to another school due to the elimination of their position will have the opportunity to return to their original professional assignment (right of first refusal).
- F. It is agreed that no grievances are to be submitted as to this article or to the transfer process described hereunder unless the process is discriminatory or not in accordance with the practice set forth above.

ARTICLE XVII: TEACHER EVALUATION

- A. The evaluation of teachers shall be governed by the provisions of Appendix VII.
- B. Teachers will have the right, upon request, and at reasonable times, to review and make copies of the contents of their own personnel file. Teachers will be entitled to have a representative accompany them during such a review which will be conducted in the presence of a member of the administrative staff.
- C. No material which reflects adversely upon a teacher's conduct, service, character, or personality, intended for distribution to any administrative or supervisory personnel, or which will be placed in their personnel file, will be distributed or filed unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and

their answer shall be reviewed by the Superintendent and attached to the file copy.

- D. Any official complaint regarding a teacher that is made by a parent, student, or other person, shall be promptly brought to the attention of the teacher if said complaint may become cause for criticism in a subsequent evaluation (if such report of the complaint is or may be filed in the teacher's administrative file, or if said complaint might result in disciplinary action). The person initiating the complaint, as well as the person(s) observing the behavior which led to the complaint, shall be revealed to the teacher.
- E. The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding a teacher for professional reasons. In cases where formal action is to be taken, a teacher will be entitled at their option, to have a representative present. When a teacher is not represented by the Association, the Association shall have the right to be present.
- F. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XVIII: TEACHER FACILITIES/ANNUAL EXPENSE ALLOWANCE

- A. To the extent that the physical plant permits, each teacher will have the following facilities available:
 - 1. Space, i.e.: lockable desk or lockable file cabinet, or locker or closet, in which teachers may safely store instructional materials, supplies, and personal belongings;
 - 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials;
 - 3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge;
 - 4. A serviceable desk and chair for the teacher;
 - 5. A communication system so that teachers can communicate with the main building office from their classroom;
 - 6. At least one (1) well-lit and clean adult restroom;
 - 7. A teacher dining area, separate from, and not available to students during regular dining hours.
- B. An adequate portion of the area used for parking at the school will be reserved for teacher parking.
- C. The Committee will provide each teacher with an annual expense allowance of two hundred dollars (\$200.00) during the academic year. Expense allowances in the amounts stipulated shall be made available annually, at the start of each school year, and shall be used for the purpose of purchasing sundries and miscellaneous items for use in the classroom, laboratory, or shop, including, but not limited to: texts, resource material, laboratory materials, shop and art supplies and materials, and other supplies and materials for student use.

Purchases may be with or without the use of a purchase order for the same but will be made in conformity with the policies that are or may be established by the Committee governing the same. Teachers will be required to submit in one lump sum original receipts for purchases and will be reimbursed for no more than two hundred dollars (\$200.00) by the Committee by special check within 28 days of the submission thereof.

ARTICLE XIX: USE OF SCHOOL FACILITIES

- A. Upon application to the building principal, the Association will be permitted the use of school buildings at reasonable times for meetings. Such use will be free of cost, except for extra custodial, protective, or similar personnel fees. Applications will normally be made at least one (1) week prior to the date and time intended for such a meeting.
- B. The Association will be permitted to use school facilities and equipment, provided that no conflict exists with regularly established student programs. Application will be made as in A above, and subject to cost limitations set forth therein.
- C. The Committee agrees to provide access to teacher work areas/classrooms during non-school hours. The building principal will post times of all scheduled weekend building openings so that teachers may use the buildings at those times. However, the

building principals shall make reasonable accommodation with individual teachers for alternate times.

ARTICLE XX: SICK LEAVE

- A. Fifteen (15) days of paid sick leave per school year is granted to teachers by the Committee.
- B. Unused sick leave may accumulate to a maximum not to exceed one hundred ninety-nine (199) days plus unused personal leave applied under the rules of Article XXII Section (A) of this Agreement, but not more than one hundred eighty-four (184) days of accumulated sick leave can be carried forward from the end of any school year to the following school year. The unused personal accumulation of sick leave of a retired teacher, as of the date of the teacher's effective retirement, may be donated by the teacher to the Sick Leave Bank Committee, which may vote to accept such a donation subject to the limitations set forth in Article XXI of this Agreement. Only one transfer of sick leave days per retiring teacher into the Bank may be made, and the transfer must be authorized by vote of said Committee not later than ninety (90) days from the date of retirement of the involved retired teacher.
- C. Sick leave days are for personal illness or injury, the nature of which prohibits the teacher from carrying out the duties and responsibilities of the teacher's position. Sick leave days are essentially a form of insurance protection for the teacher and a right to continued compensation while absent, but only when the absence of the teacher arises from a bona fide sickness, illness, or injury which prevents the teacher from reporting for work and performing their duties, except as provided in Article XXIV, below.
- D. Full time and part time teachers who are employed for a work year of less than one hundred eighty-four (184) workdays shall be entitled to and granted sick leave in proportion to the time they are employed and compensated.
- E. Sick leave shall be paid at the rate of the teacher's per diem rate of pay under their personal employment contract, irrespective of the full-time or part-time employment status of the teacher. Accumulations of sick leave of teachers who change from full- time to part-time status (or vice versa) or who otherwise change in the pro-rated basis of part-time status shall not be increased or decreased as a result of such changes.
- F. A doctor's certificate of illness may be required for absences of three (3) or more consecutive work days. The Building Principal also may require a doctor's certificate of illness of any teacher who utilizes a sick day immediately before or after holidays or school vacation periods more than twice in any given school year.

ARTICLE XXI: SICK LEAVE BANK

- A. A Sick Leave Bank Committee shall be established and shall manage a Sick Leave Bank, render determinations respecting grants of leave from the Sick Leave Bank, and receive applications therefor. Said Committee shall consist of five (5) members: two (2) members shall be appointed by the President of the Association; two (2) members shall be appointed by the Chair of the School Committee; and one (1) member shall be appointed by these four (4) members. Generally, members of the Sick Leave Bank Committee shall serve for a period of one (1) school year. If necessary, an interim replacement member shall be chosen in the manner described above and shall serve for the balance of the school year.
- B. The Sick Leave Bank Committee shall provide grants of Sick Leave to those teachers who are disabled as a result of a prolonged and/or catastrophic illness or injury, and who have no remaining Sick Leave in their personal account. Such grants of Sick Leave from the Bank shall be made by a majority vote of said Committee after the receipt of a written request from a teacher; the vote of the Committee shall be final.
- C. The Sick Leave Bank Committee may not provide grants of Sick Leave totaling more than one hundred eighty-four (184) days to any individual teacher during any five-year period.
- D. The maximum accumulation of days in the Sick Leave Bank shall not exceed twice the number of full-time teachers under contract as of the start of the school year. No later than October 15 of each year, and following any award of Sick Leave Bank days as provided in this Article, the Sick Leave Bank Committee shall inform the Superintendent and all teachers of the total number of remaining available days in the Sick Leave Bank. In the event the total accumulated Sick Leave days in the Bank is less than one half of the allowable maximum accumulation, then each teacher shall be assessed one (1) or two (2) days of their personal entitlement of Sick Leave, and such assessed days of personal Sick leave shall be added to the Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but said Committee cannot assess more than two days of personal sick leave per teacher in any one (1) school year.

- E. Grants and assessments of sick leave from the Bank to teachers having less than a full-time assignment shall be by rule of the Sick Leave Bank Committee, and as though such teachers had full time assignments. It is recognized, however, that a grant of sick leave to a teacher having less than a full-time assignment shall provide for the payment of a per diem rate of pay, pro-rated in accordance with Article V, Section E of this agreement.
- F. It is also recognized that the rule of pro-rationing under Article V, Section E does not apply when a teacher having less than a full-time assignment is assessed by the Committee for the purpose of crediting the Sick Leave Bank with additional sick leave days. In this case, said teacher's personal accumulated entitlement of sick leave shall be debited by one (1) day for each (full) day credited to the Bank.
- G. Any unused Sick Leave remaining in the Bank at the end of any school year shall be automatically carried over to the next school year.
- H. The Association will be notified in writing of the current balance of days in the Bank prior to the beginning of the academic year.

ARTICLE XXII: TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be allowed time off with pay each school year for personal reasons. Personal leave days are available to be used when a teacher's personal responsibilities (as examples: religious observances, personal legal and business affairs, etc.) prevent the teacher from reporting for work and performing their duties, and those responsibilities cannot be attended to outside of the regular working day, as provided below:
 - 1. Up to four (4) days of personal leave with pay are provided for each teacher per school year, subject to the following conditions:
 - a. Absence during the workday is necessary.
 - b. Except in cases of emergency, personal leave must be applied for at least five (5) days in advance of the proposed date(s) of leave.

Application for personal leave shall be in writing and directed to the building Principal who shall answer the same within two (2) school days. Grants of personal leave are subject to the approval of the Principal.

Unused personal leave shall accumulate as sick leave at the end of each school year, applied to each teacher's personal accumulation of sick leave effective at the beginning of the following school year, subject to the rules of maximum accumulation under Article XX.
 - 2. At the discretion of the Principal, teachers shall receive grants of professional leave for the purpose of visiting other schools or participating in programs of professional value to the teacher and of benefit to the Committee. Teachers shall submit written applications for such grants to the Principal at least one week prior to the proposed leave. Applications must set forth how the teacher and Committee will benefit from the proposed visitation or program.
 - 3. For time necessary for appearances in Court proceedings consistent with the following:
 - a. Teachers summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the principal by the teacher.
 - b. A teacher who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
 - i. Retain such jury fees in lieu of pay for the period of jury service, if the jury fees exceed their regular rate of compensation for the period involved.
 - ii. Remit to the Committee the jury fees if less than their regular rate of compensation for the period involved.
 - c. Jury fees for the purpose of this paragraph shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.

- d. A teacher summoned as a witness in Court on behalf of the Mohawk Trail Regional School District, the Commonwealth or any town, city or county of the Commonwealth, or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with their principal, except that this Section shall not apply to a teacher who is also in the employ of any other school district, town, city or county of the Commonwealth, or in the employ of the Federal Government or any private employer who is summoned on a matter arising from that employment.
 - e. All fees for court service except jury duty fees paid for service rendered during teaching hours, must be paid to the Committee. Any fees paid to a teacher for court service performed during a vacation period may be retained by the teacher. The teacher shall retain expenses paid for travel, meals, rooms, etc.
 - f. A teacher on court leave who has been excused by the proper court authority shall report to their official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.
 - g. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.
- 4. A teacher may request up to five (5) days of paid leave per occurrence of a death in the teacher's family and persons living in the immediate household. The teacher's request will be granted by the building principal. Bereavement days are for the purpose of attending the memorial service, and for bereavement at the time of death. One (1) of these days may be taken later in the year to attend a memorial service. Additional bereavement leave may be granted at the discretion of the Superintendent.
 - 5. For teachers called into temporary active service of any military reserve or national guard unit - a maximum of seventeen (17) days per school year. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government upon receipt of a written request for such pay differential. Such requests must be accompanied by a copy of orders from the teacher's military commander indicating the dates and duration of the temporary active service.
 - 6. Leave may be granted for absence authorized by the Principal or designee for part of a school day for good cause.
 - 7. If a teacher's approved summer school courses begin prior to the close of the Mohawk Trail Regional School District's school year, they may be released up to one (1) week prior to the closing date of the school year without pay. Except that, if a teacher has any unused personal leave under this Article, such leave may be taken with pay for this purpose. The total number of teachers excused under this section shall not exceed 10% of the teachers in each school building.
- B. All leaves taken under this Article will be in addition to sick leave. None of the within named time allowances shall be accumulative from year to year except personal leave, which will be accumulated as sick leave days.
 - C. No teacher will be required to arrange for their own substitute.
 - D. Teachers will be advised of their sick leave and personal leave status prior to the beginning of the academic year.
 - E. Teachers absent without approved leave will be penalized one-one hundred eighty fourth ($1/184^{\text{th}}$) of their regular salary for each day missed and may be subject to discipline.

ARTICLE XXIII: EXTENDED LEAVES OF ABSENCE

- A. Upon written application, a leave of absence without pay up to two (2) years may be granted to any teacher who has acquired professional teaching status within the Mohawk Trail Regional School District who joins the Peace Corps or serves as an exchange teacher, and is a full time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level they would have achieved if they had not been absent. Leave for any of the above-named purposes will be granted only once during a teacher's service within the Mohawk Trail Regional School District.
- B. Military leave will be granted to any teacher who enlists or is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level they would have achieved if they had not been absent.

- C. Other leaves of absence without pay, including extended leaves that result from unanticipated circumstances and are not covered by statute or by other provisions of this contract, may be granted at the discretion of the Superintendent.
- D. All requests for anticipated leaves, extensions, or renewals of leaves must be received no later than May 1 to be effective for the following school year. Requests will be applied for in writing and answered in writing within thirty (30) days of application.
- E. Teachers on any type of extended leave will notify the Superintendent in writing as soon as possible of their expected return to work date. In order to provide the District with adequate time to staff appropriately, teachers on leaves must provide notice of their intent to return no later than May 1 of the school year prior to their return or the District may treat the position as vacant and post for a replacement.

ARTICLE XXIV: FAMILY- AND CHILD-RELATED LEAVE

- A. Notwithstanding the limitations set forth in Section C of Article XX (above), the Committee authorizes the use of paid sick days in the following circumstances:
 - 1. In the event of illness or injury affecting their family and/or persons living in their immediate household, a teacher may use up to five (5) days of their available sick leave. The use of leave beyond five (5) days may be permitted in instances of family emergency, but only with prior approval of the Superintendent or their designee. Family emergency shall mean an illness of or injury to a member of the teacher's family and/or persons living in the immediate household which requires the absence of the teacher from school. After absence of three (3) consecutive workdays, a doctor's certificate of illness may be required.
 - 2. If there is a risk of impairment of health to the unborn child of a teacher as stated in the written finding of the teacher's physician as a result of the known existence of a communicable disease, such as chickenpox, measles, 5th Disease, etc. In such instances, the teacher may be considered for professional temporary reassignment. Such reassignment shall be out of harm 's way and mutually agreeable to the parties involved. However, this should not preclude a teacher from using their own sick leave if they desire.
 - 3. In connection with the birth of a teacher's child, the birthing parent may elect to use up to sixty (60) days of their accumulated sick leave, if available, as paid parental leave. The non-birthing parent may elect to use up to ten (10) days of their accumulated sick leave, if available, as paid parental leave. The use of sick leave beyond ten (10) days may be permitted, but only with prior approval of the Superintendent or their designee. Additional unpaid leave may be taken to the extent permitted by state and federal law.
 - 4. Teachers will be granted a leave of up to ten (10) days of accumulated sick leave, if available, for the purpose of adopting one or more children under the age of eighteen (18), or for adopting one or more children under the age of twenty-three (23) if such child/children is/are mentally or physically disabled. A written notice must be submitted by the teacher to the Superintendent or their designee with as much notice as possible, including a tentative date of return. The use of leave beyond ten (10) days may be permitted, but only with prior approval of the Superintendent or their designee. Additional unpaid leave may be taken to the extent permitted by state and federal law.
- B. The parties to this agreement agree to abide by the statutory provisions of Chapter 149, Section 105D of the General Laws of the Commonwealth, the Family and Medical Leave Act of the Statutes of the United States, regarding grants of parental leave and other family or medical leave, the Small Necessities Leave Act, and the Domestic Violence Leave Act. These laws, as well as any amendments to them, shall be made a part of this agreement as if fully attached hereto and codified herein.

ARTICLE XXV: SABBATICAL LEAVES

Sabbatical leaves will be granted to qualified teachers upon recommendation of the Superintendent of the District for purposes of research and study. The following limitations and conditions shall apply:

- A. Not more than four (4) members of the teaching staff will be absent on sabbatical leave at any one (1) time.

In the event that more than four (4) teachers apply for sabbatical leave, a Superintendent's Advisory Committee will make recommendations to the Superintendent. The Committee will be comprised of one (1) member of the Administration, one (1) member from the Association, and one (1) member selected by the two (2) aforementioned members. The function of this committee will be advisory in nature with the Superintendent retaining all discretionary authority provided in this Article.

- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than March 15 of the school year preceding the school year for which the sabbatical leave is requested.
- C. Teachers to be eligible to apply for sabbatical leave shall have completed six (6) school years of continuous service within the Mohawk Trail Regional School District prior to the school year in which such application is made.
- D. Teachers on sabbatical leave will be paid at fifty per cent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed one hundred per cent (100%) of the regular salary rate. Frequency and method of payments of salary will be arranged to the mutual convenience of the Committee and the teacher taking the sabbatical leave. Teachers on Sabbatical leave will continue to receive insurance benefits with the standard district contribution rate.
- E. The teacher will agree in writing to return to employment in the Mohawk Trail Regional School District for one (1) full year when granted one (1) semester's leave, or for two (2) full years when granted a full year's leave. In the event the teacher fails to return, or seeks to leave prior to the end of the period of obligated service set forth herein, they will be required to reimburse the District proportionately for all monies paid to them on account of such sabbatical leave, except in cases of death, or total legal disability as certified by the school physician. Nothing in this paragraph shall be deemed to conflict with or derogate from the provisions of General Laws, Chapter 71, Section 41A.
- F. Upon return from sabbatical leave, the teacher will be considered as if they were actively employed by the Committee during the leave time and will be placed on the salary schedule at the appropriate step for their training and experience.
- G. In the event that a teacher who has been granted a Sabbatical Leave is later notified that they has not been accepted into a graduate program as applied for, the leave shall be voided and the teacher shall continue to be fully employed in their normal teaching position, provided that the teacher who wishes such leave to be voided, notifies the Superintendent in writing on or before the first day of November (for graduate programs commencing with the Spring term) or, on or before April 15th (for graduate programs commencing in the fall term) that they has not been accepted into a graduate program and that they wishes said sabbatical leave be voided.

ARTICLE XXVI: SUBSTITUTE TEACHERS

- A. It shall be the policy of the Committee to employ substitutes, whenever possible, to replace regular staff in the event of illness or incapacity, including the Special Education, Physical Education, Art and Music Teachers. The substitute teachers need not be certified in the particular area in which they are substituting.
- B. Supervisory personnel or department members or other professional staff will be permitted to file statements of comment or recommendation concerning the work performance of a substitute teacher with the administration.
- C. If a substitute teacher is not available for the middle or high school and the Principal must assign a teacher to cover a middle school class or a high school half block during their preparation period, the Principal will do so according to the following procedure:

First, a teacher will be assigned from the volunteer list established per high school block/ middle school class.

If there are no volunteers in any given block or class, then the assignment will be rotated equitably among the staff available. The teacher assigned will be able to opt out on any given day due to other responsibilities with the Principal's approval, and another teacher will be assigned in accordance with the same procedure.

The assigned teacher will be paid starting with the second assigned coverage and all subsequent coverage times per school year. Teachers will be paid at the rates of \$20 per high school half block and \$20 per middle school class.

ARTICLE XXVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. As required by the Education Reform Act of 1993, the Mohawk Trail Regional School District will be responsible for offering in-service opportunities to guarantee that all staff will be able to meet re-certification requirements over a five (5) year period at no cost to the teacher. No later than the beginning of the Annual School Calendar, the Administration will notify the Association of the total amount available that year for professional development. It is understood that teachers employed by the Mohawk Trail

Regional School District are solely responsible for maintaining the professional licensure required for their position.

- B. The Committee agrees that the Association will be given meaningful input in the development of the school-based Professional Development. To that end:
1. At each elementary school, representatives of the Association, as designated by the Association President(s), will be invited to participate in meetings with the PK-12 Director(s) of Curriculum and Instruction and the Principal to develop school-based Professional Development programs.
 2. At Mohawk Trail Regional School, as a supplement to regular meetings of the Instructional Leadership Team, the Association may request to meet with the PK-12 Director(s) of Curriculum and Instruction and the Principal as many as three (3) times per year to discuss school-based professional development programs.
- C. In addition to local in-service programs leading to recertification, teachers will have access to college courses and/or workshops/seminars in their area of certification, a related field or in the field of education. During the term of this contract, the District will reimburse teachers, who are not matriculated, for only tuition and fees at the rate of up to eight hundred dollars (\$800) per year. During the term of this contract, the District will reimburse teachers, who are matriculated, for tuition and fees for up to two (2) courses (each course may be no more than four (4) credits) per contract year at the rate of seventy-five percent (75%) of the rate set by UMASS at Amherst, or the actual cost of the course(s), whichever is less. Any teacher who was matriculated in a program on or before February 1, 2017 will be eligible for reimbursement in accordance with the terms of the 2014-2017 collective bargaining agreement for the current program, but any future program shall be reimbursed in accordance with the current collective bargaining agreement language. Teachers who matriculate into accelerated programs may apply to the Superintendent for reimbursement beyond the two (2) course limitation above. The Superintendent's decision with respect to such reimbursement will be final. For purposes of this section, "matriculated" is defined as a written acceptance into a program that the employee actually attends. Payment is subject to the prior approval of the course by the Superintendent.

For budgeting purposes, teachers intending to seek reimbursement for college courses must notify the Superintendent's office no later than November 1 of the prior fiscal year (e.g., November 1, 2023, for courses to commence between July 1, 2024- June 30, 2025). Tuition and fees may be paid in advance through a purchase order at the time of course enrollment. Such advances anticipate successful completion of the course by the teacher. If a teacher fails to successfully complete such courses (meaning a passing course grade) within thirteen (13) months of payment, or if such teacher leaves the employ of the District during that period, then such teacher shall pay to the Committee the entire amount granted to them as an advance or reimbursement.

D. Vertical Advancement on the Salary Schedule

The parties hereto agree that annual increments are not solely longevity pay advances but are contingent upon satisfactory service and the fulfillment of the professional improvement requirements as set forth and defined within this Article.

E. Horizontal Advancement on the Salary Schedule

1. Horizontal movement on the salary schedule (*i.e.*, advancement to a higher personal preparation column on the schedule) is contingent upon successful completion of degrees from an accredited college or university and/or additional credit hours of graduate or undergraduate level course work from an accredited college or university, or the accumulation of approved PDPs (as the Department of Education defines PDPs) and outlined in letter e below.
2. Additional credit hours of professional study used to satisfy the requirement for placement on the Master's + 30 hours advanced preparation column must have been completed after the award of the Master's degree. Exceptions to this rule are possible when any credit hours received at the time of or prior to the award of the Master's degree were not used to satisfy the requirements for the award of the Master's degree.
3. Teachers expecting to complete work for placement on advanced preparation columns (*i.e.*, expecting to qualify for horizontal movement on the salary schedule), shall notify the Superintendent in writing of this fact prior to November 1st preceding the school year when the horizontal advancement shall be made effective.
4. Degree or degree-plus-additional-hours recognition on the salary schedule will be awarded each September and January. Payment of increased salary will be made effective retroactive to the date of course completion upon receipt of the official college transcript, provided the appropriate notification was given by November 1st of the preceding year. Certification shall

be reviewed and approved by the Superintendent as to acceptability of form and content.

5. PDPs earned by a teacher may be used to move horizontally from Master's to Master's +30 at the rate of 15 PDPs to one (1) college credit. For PDPs to be acceptable under this Article for horizontal movement on the salary schedule the following must apply:
 - a. All teachers desiring to use PDPs or graduate credits for horizontal movement must complete the Professional Development/Course Attendance Request Form.
 - b. Only PDPs earned outside of contracted time may be used for horizontal movement, EG: summer work, after- school workshops, etc.
 - c. All PDPs to be used for advancement on the pay scale must be approved by the Principal of the teacher's school and the Superintendent or designee before the activity occurs.
 - d. The teacher will submit evidence of completion of PDPs earned to the Director of Curriculum and Assessment, who will track the PDPs earned for movement on the pay scale and, as appropriate, will forward a recommendation for approval to the Superintendent for final approval.
 - e. The Superintendent, or designee, will inform the teacher of acceptance or denial of horizontal movement in writing within 10 business days of the teacher 's submission of evidence to the PK-12 Director of Curriculum and Instruction, or designee.

All course work or professional study to be used to satisfy the requirements for horizontal advancement on the salary schedule, or to be qualified for tuition reimbursement under this Article must receive the prior approval of the Superintendent.

F. Curriculum Work

Teachers who are requested to work beyond the one-hundred-eighty four (184) contract days on curriculum work and/or curriculum work products related to the curriculum work, shall be paid a stipend at the rate of twenty dollars (\$20) per hour, unless an approved grant stipulates a higher hourly rate. In such an instance, the higher hourly rate stipulated in an approved grant will prevail. Some activities may be compensated at a flat stipend rate which staff members may agree to participate in at that rate. Such stipends will be determined prior to the commencement of the activity.

ARTICLE XXVIII: PROTECTION

- A. Teachers will immediately report to the Principal all cases of assault and battery allegedly committed or suffered by them when such incidents arise out of the course and scope of the teacher's employment.
- B. The Superintendent will review all such reports and will take such action as may be appropriate under the circumstances.
- C. The District retains General Counsel to assist with legal concerns and teachers are invited to consult with School Counsel as authorized by the Superintendent.
- D. The Committee agrees to indemnify teachers in the maximum amount provided for within, and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.

ARTICLE XXIX: HEALTH AND SAFETY

The School Committee recognizes its responsibility to provide a safe and healthful workplace, free of hazards or conditions which cause, or which are likely to cause accident, injury, or illness to the teaching staff.

To this end the School Committee agrees that it will take timely action to inform the Association and all affected teachers of hazards or conditions which cause or which are likely to cause accident, injury, or illness, and that it will act in a timely manner to correct such hazards or conditions.

The parties further agree that no member of the bargaining unit will be subject to restraint, interference, coercion, discrimination, or

reprisal for filing a report of or for attempting to ameliorate an unsafe or unhealthy working condition. The School Committee will continue to be responsive to requests for information from the Association and from individual members of the teaching staff regarding potentially unsafe or unhealthy working conditions.

ARTICLE XXX: PERSONAL INJURY BENEFITS

- A. The Committee will provide protective clothing and safety glasses to teachers as needed in the performance of their teaching duties and will reimburse teachers for any clothing or other personal property damaged or destroyed (less the amount of any insurance reimbursement) as a result of an assault and battery suffered in the course of employment.
- B. The Committee shall reimburse any teacher one hundred per cent (100%) of the total cost of any protective prescription eyewear required for the safe execution of their professional duties. In all cases, the eye wear shall become and remain the personal property of the teacher.
- C. Any reimbursement or payment under this Article will be made only in cases where the teacher is not contributorily negligent.
- D. Whenever a teacher is absent from school as a result of a personal injury arising out of and in the course of their employment, they will be paid the difference between their regular salary and any weekly benefit they may be entitled to under worker's compensation coverage in accord with M.G.L.C. 152.S69. The difference so paid will be deducted from any unused sick leave by converting the money value into hours at the individual teacher's pay rate computed on a daily basis.

ARTICLE XXXI: ANNUITY AND INSURANCE PLANS

- A. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- B. Employees of the district who are regularly scheduled to work twenty (20) or more hours per week are eligible for health insurance. Said employees will receive health insurance benefits through the Group Insurance Commission (GIC).

New employees may join a health insurance plan in accordance with G.I.C. regulations. Once hired, employees may switch plans only on the Anniversary date, or due to a change in family status (qualifying event). A change in family status for this purpose includes marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse and such other events that the health insurance carrier determines will permit a change of plans. Employees must notify the Central Office within thirty (30) days of the qualifying event.

Health insurance premium deductions shall be equalized throughout the year based upon either twenty-one (21) or twenty-six (26) pay periods, as applicable. Health insurance premiums, including any premium increases, for coverage effective July 1st will be deducted from employees' paychecks in June. Employees who are resigning as of August and wish to continue insurance coverage through August must so notify the payroll office by May 15th, and premiums for August coverage will be deducted from such employee's wages in the month of June. If notice of intent of resignation is delivered after May 15th and no additional deduction is withheld in June, the employee's coverage will terminate as of July 31st, unless the employee provides to the District full payment for their share of health insurance premiums for the month of August within five (5) business days of submitting their notice of intent to resign.

- C. The Committee agrees to continue to provide group contributory dental and dental health insurance, consistent with the terms and conditions of Chapter 32-B of the General Laws of the Commonwealth. The Committee also agrees to maintain the level of benefits of such dental insurance as enacted by vote at its regular monthly meeting in June of 1986 and further, provide for and maintain certain other benefit levels effective October 1, 1988, as enacted by vote at its regular monthly meeting in July of 1988, and otherwise conform with applicable terms and conditions of Chapter 32-B of the General Laws of the Commonwealth.

The contributory rate of premium payment for such dental and dental health insurance by the Committee shall be seventy-five percent (75%) of the total premium assessed by the insurer for the level of benefits set forth and defined in the Article for the period September 1, 1997 to August 31, 1998.

Employees shall assume responsibility for the payment of the balance of premium in conformity with the provisions of Chapter 32-B of the General Laws of the Commonwealth. If a supplemental and/or higher coverage dental and/or dental health insurance plan is offered, employees may participate in such plan if employees assume responsibility for the payment of the full cost of such

plan (i.e., the difference between the regular dental insurance plan and the supplemental and/or higher coverage plan). If the regular dental insurance plan is no longer available to the District, the District shall immediately enter into negotiations with the Association to address the policy changes. During those negotiations, the District will continue to contribute an amount equal to its percentage contribution toward the supplemental and/or higher coverage dental and/or dental health insurance plan which was in effect prior to the regular dental insurance plan ceasing to be offered. For example, if the District was contributing \$750 toward a regular plan with a total premium of \$1,000 and the supplemental and/or higher coverage plan's total premium cost was \$1,500, then the District would contribute 50% of the cost of the supplemental and/or higher coverage plan upon the discontinuance of the regular plan.

- D. The District will purchase a Term Life Insurance Policy that will provide \$20,000 of life insurance coverage for each member of the faculty. The cost of this insurance will be paid by the District. Additional coverage will be made available provided that the full cost of said additional insurance will be paid for by the individual desiring the additional coverage.
- E. The District will facilitate the establishment of flexible spending accounts which, consistent with all applicable IRS regulations, will permit employees to set aside on a pre-tax basis through payroll deductions, a portion of their earnings which may then be withdrawn from time to time to pay, or to reimburse employees for, allowable medical and childcare expenses. This option covers the calendar year (January- December).

ARTICLE XXXII: TEXTBOOKS/INSTRUCTIONAL TECHNOLOGY

The Committee agrees that adequate supplies of textbooks and instructional technology are desirable in a well-ordered educational program. Each pupil in the system will be provided with such texts, instructional technology, and other materials as the Committee may deem appropriate. The professional teaching staff is encouraged to contribute to textbook and instructional technology selection and replacement by way of written suggestion, which suggestions the Committee will give due consideration in its deliberations on original selection or replacement of such material and instructional technology.

ARTICLE XXXIII: RESEARCH AND DEVELOPMENT

The Committee reserves to itself all policy and planning powers relative to research and development, and further reserves the right to apply budgeted funds, if any, as it may deem desirable to further any such programs. Such a statement of reservation of policy powers in no way admits or implies the negotiability of the premise brought forth therein.

The teaching staff will be and hereby is encouraged to submit suggestions and ideas for future educational development of the school system, which suggestions the Committee will give due consideration in its deliberations on any such plans.

ARTICLE XXXIV: DUES COLLECTION

- A. The Committee hereby accepts in the provisions of General Laws, Chapter 180, Section 17C, and in accordance therewith, shall certify to the District Treasurer payroll deductions for the payment of dues to an Association of teachers duly authorized by its members. The following form will be used for authorizing such deductions:

DUES AUTHORIZATION FORM

Name:

Address:

I hereby request and authorize the Mohawk Trail Regional School District Committee to direct the District Treasurer to deduct from my earnings and transmit to the Association or Associations indicated below, an amount sufficient to provide for regular payment of the membership dues as certified to the said Treasurer by the Association or Associations respectively, such deductions to be made in equal bi-weekly payments. I understand that I may withdraw this authorization at any time by giving notice in writing at least sixty (60) days in advance of the withdrawal date. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the Committee and District and all their respective officers from any liability, therefore.

Mohawk District Education Association, Inc.
Massachusetts Teachers Association

- B. The Mohawk District Education Association, Inc. will certify to the Committee in writing the current rate of membership dues of each of the Associations named in section A above. Any Association which will change the rate of its membership dues will give the Committee sixty (60) days written notice prior to the effective date of such change.
- C. All authorizations must be in the hands of the Committee two (2) weeks prior to the week in which the payroll deduction is to be made. Late authorizations will not be honored.
- D. The Association agrees to and does hereby indemnify, defend and hold harmless, the Committee from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by the Committee in reliance upon information furnished by the Association to the Committee for the purpose of complying with any of the provisions of Article XXXIV.

ARTICLE XXXV: JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor Management Committee (JLMC) for the purpose of enhancing the collaborative relationship and cooperatively addressing issues as they arise. Meetings will be conducted on a regularly scheduled basis and/or as needed. Issues the JLMC may address include, but are not limited to, grievances and contract issues, problems raised by the bargaining unit, and any matter the parties agree to address (note: discussions of the JLMC do not modify the time limits contained in the grievance procedure).

The JLMC is an advisory committee only and may not modify terms and conditions of the collective bargaining agreement and/or past practice without agreement of the School Committee and the Association.

ARTICLE XXXVI: INDUCTION AND MENTORING PROGRAM

An induction and mentoring program shall be maintained for all teachers new to the District in accordance with Massachusetts law and regulations. The purpose of the program is to provide guidance, resources, training, and support. The posting for the position of mentor, if such position is going to be filled, shall occur in each building no later than June 1st of each school year for the following school year, and/or when new teachers are hired. Mentors shall serve for a period of one (1) school year and may reapply annually for the position. Mentors must participate in a mentor training program prior to beginning their work with mentees. The mentor shall maintain a log of meetings held between the mentor and mentee during the mentoring year and shall make such log available to the principal upon request. Confidentiality is crucial when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and mentee. Mentor teachers shall be compensated at the annual rate of \$725 per mentor (said amount will be prorated if the mentor is hired during the school year). Payment shall be made at the end of the school year after the Mentor has turned in a log of their meetings. Mentors will not be assigned more than two (2) first year mentees during a school year.

ARTICLE XXXVII: CLOSURE AND GENERAL

- A. The parties acknowledge that during negotiations that resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that any such matters not covered herein have voluntarily been withdrawn as part of the consideration for the making of this agreement, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Committee and the Association, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, except as otherwise provided in the reopening sections of Article II and this Article, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. All Committee policy and administrative regulations inconsistent with the provisions contained in this agreement are deemed to be amended so as to be consistent herewith, and the Committee will carry out the commitments contained herein and given them full force and effect as Committee policy.
- B. Should any provision of this agreement, or the application of this agreement to any member of the professional staff or Committee covered hereunder be found to be contrary to law, such provisions or their application shall have effect only to the extent

permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect. The effect of any legislative action taken by the Great and General Court, or regulatory action taken by the State Board of Education, or judicial determination by the Supreme Court of this Commonwealth which modifies, limits, or eliminates any of the provisions of Chapter 763 of the Acts of 1965, shall be deemed to be effective as to this agreement as soon as is required by law.

- C. This Agreement becomes effective August 25, 2023, and remains in full force and effect until August 24, 2026. The parties to this Agreement recognize and agree that no later than October 15, 2023 they will enter into negotiations for a successor agreement to become effective as of August 25, 2026.

If said negotiations for a successor agreement are not completed by August 24, 2026, then the provisions of this Agreement will remain in full force and effect until said negotiations are completed and the successor Agreement prepared and executed.

FOR THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE:

School Committee Chair: Martha Thurber Date: 6/21/2023
Martha Thurber

FOR THE MOHAWK DISTRICT EDUCATION ASSOCIATION:

MDEA Co-President Kaitlyn Jenkins Date: 6/21/2023
Kaitlyn Jenkins

MDEA Co-President Samantha Rutz Date: 6/21/2023
Samantha Rutz

APPENDICES-MOHAWK TRAIL REGIONAL SCHOOL DISTRICT & MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.

August 25, 2023- August 24, 2026

APPENDIX I: MTRSD ATHLETIC SALARY SCHEDULE

Years of service in the Mohawk Trail Regional School District as a coach will be calculated for the purpose of placement on the salary scale. However, any coach who, for their service in the 2022-23 school year, received a higher rate of pay than the amount listed in the salary scale below, and who returns to coach for one or more following seasons, as applicable, will receive the 2022-23 rate of pay until such time as the rate of pay on the salary scale below is higher than the 2022-23 rate of pay.

The Superintendent of Schools has sole discretion to determine the initial placement of new coaches on the salary schedule. No such new coach will receive a higher salary than any presently employed coach with equal or greater experience as a coach.

All Varsity Head Coaches		1-5 years	6-10 years	10+ years
	2023-24	\$3,059	\$3,976	\$4,893
	2024-25	\$3,120	\$4,055	\$4,991
	2025-26	\$3,183	\$4,136	\$5,091
All Jr. Varsity, Middle School & Assistant Coaches				
	2023-24	\$2,141	\$2,783	\$3,426
	2024-25	\$2,184	\$2,839	\$3,494
	2025-26	\$2,228	\$2,895	\$3,564

APPENDIX II: EXTRACURRICULAR AND CO-CURRICULAR SALARY SCHEDULES

A. Extracurricular Activities

Extracurricular activities are defined for purposes of establishing rates of compensation, as those principal-approved student activities of a non-athletic nature, requiring the advisor (or coordinator or chaperone, as the case may be) to spend the majority of their time performing the duties required by the position during hours other than those defined as the normal student school day. If more than one individual shares the responsibilities of the below activities, the salary amount shall be split equally among the individuals.

Elementary school extra-curricular activities will qualify for compensation if the hours of actual teacher-student interaction extend beyond normal school hours. Teachers will keep a record of their hours and submit the record to the building principal for approval.

	2023-24	2024-25	2025-26
Secondary			
Middle School Music Director (Note 1)	\$1,485	\$1,515	\$1,545
High School Music/Band Director (Note 2)	\$2,962	\$3,021	\$3,082
Select Chorus Director	\$1,634	\$1,667	\$1,700
Director - Drama (per production) (Note 3)	\$2,177	\$2,220	\$2,265
Director - Musical (per production) (Note 3)	\$3,255	\$3,330	\$3,397
	2023-24	2024-25	2025-26
Elementary			
Elementary Music Director (Note 4)	\$408	\$416	\$424
Elementary Music Liaison (Note 5)	\$408/ production	\$416/ production	\$424/ production
Extracurricular Activities – General (Note 6)	\$25/hour; \$500/activity	\$25/hour; \$500/activity	\$25/hour; \$500/activity
Pre-Approved Extended Single-Day Out-of-School Class Trips (Note 7)	\$55/trip	\$55/trip	\$55/trip
Teachers – Overnight Class Trips (Note 8)	\$80/night	\$80/night	\$80/night
Nurses – Overnight Class Trips (Note 9)	\$105/night	\$105/night	\$105/night

B. Co-Curricular Activity Stipends – MTRS

Co-Curricular activities are defined for purposes of establishing rates of compensation, as those principal-approved

student activities of a nonathletic nature not requiring the advisor (or coordinator, etc.) to spend the majority of their time performing the duties required by the position during hours other than those defined as the normal student school day. If more than one individual shares the responsibilities of the below activities, the salary amount shall be split equally among the individuals.

Co-Curricular Stipends	2023-24	2024-25	2025-26
Yearbook Advisor	\$1,746	\$1,781	\$1,817
Middle School Student Council Advisor	\$844	\$860	\$878
High School Student Council Advisor	\$1,746	\$1,781	\$1,817
Class Advisor Grade 12	\$1,621	\$1,653	\$1,686
Class Advisor Grade 11	\$1,621	\$1,653	\$1,686
Class Advisor Grade 10	\$1,306	\$1,333	\$1,359
Class Advisor Grade 9	\$1,306	\$1,333	\$1,359
Class Advisor Grade 8	\$958	\$977	\$996
Class Advisor Grade 7	\$958	\$977	\$996
National Honor Society Advisor	\$958	\$977	\$996
Key Club Advisor	\$958	\$977	\$996
Mohawk Trail Equity Alliance	\$546	\$557	\$568

NOTES

Note 1: Position encompasses middle school band, orchestra, chorus/glee club.

Note 2: Position encompasses high school band, orchestra, jazz band, dance band, chorus.

Note 3: The District will establish a budget for each drama or musical production and will select a Director - Drama, or a Director - Musical, as appropriate. The Director - Drama or Director - Musical may then retain such other individuals as they deem appropriate (e.g., music director, artistic director, choreographer, technical director) to assist in the production and may determine the compensation of those individuals within the limitations of the established budget.

Note 4:

Up to three (3) elementary teachers who are in charge of directing one or more pre-approved musical programs that require, for preparation or performance, significant time outside of regular school hours are eligible for compensation.

Note 5:

The elementary teacher who assumes responsibility for coordinating the participation of elementary students in Mohawk Trail Middle/High School musical productions is eligible for compensation. There will be a maximum of one (1) Elementary Musical Liaison per musical production.

Note 6:

Criteria for compensation: (a) program must be pre-approved in writing by the building principal; (b) hours of actual teacher/student interaction must be outside of the normal school day; and (c) teachers will keep a record of their hours and submit the record to the building principal. The actual amounts of compensation to be provided to each teacher for services rendered as

an advisor or leader of each extracurricular activity shall be approved by the District's Business Administrator. The compensation distribution is not subject to the grievance and arbitration procedure.

Note 7:

Each elementary teacher participating in a single day, pre-approved class trip that begins and/or ends beyond the normal school day is eligible for this compensation.

Note 8:

Criteria for compensation: (a) participation of the entire class expected; (b) the teacher is present and participates for the entire trip, with the exception of an emergency or prior arrangements with administration in which case the teacher will be compensated for the number of nights present; (c) the trip is curriculum-based; and (d) the trip counts as a school day(s).

Note 9:

School nurses who participate in an overnight trip for the purpose of providing one or more services that are required to be administered to a participating student during the overnight hours are eligible for compensation.

APPENDIX III: INSTRUCTIONAL LEADERSHIP TEAMS

- A. It is the role of the Instructional Leadership Team ("ILT") to help distribute leadership and decision-making; contribute to the development, structure and topics of professional development activities to be conducted during Professional Learning Release Time as provided in the Annual Calendar; implement the annual school improvement plan; and facilitate communication and collaboration among all educators and between educators and administrators.

B. The Middle School/High School ILT

The Middle School/High School ILT will be composed of the Middle School/High School Principal, the PK-12 Director of Curriculum and Instruction, and up to ten (10) Unit A educators, selected annually as provided below. It is anticipated that a portion of the ILT's meetings and work will take place within contracted professional learning time, with an estimated eighty (80) hours of additional time required outside of the workday to fulfill the duties of an ILT member. Educators selected as members of the ILT will be paid an annual stipend of twenty-four hundred dollars (\$2,400).

It is intended that the ILT shall include a broad cross-section of educators from various disciplines within the Middle School/High School and that, to the extent possible, there shall be regular changeover among ILT members. To this end, ILT positions will be posted annually no later than May 1 for the following school year and discussed at one or more High School/Middle School staff meetings prior to May 1. A hiring committee, composed of at least one Middle School educator, one High School educator, and the Middle School/High School Principal, will be formed by the Principal. The Principal may select additional hiring committee members at their discretion. The hiring committee will review all applicants and conduct interviews, as needed. The hiring committee will advise the Principal with respect to selection of ILT members; however, the Principal shall make the final selection of all members of the ILT.

C. Elementary School Instructional Leadership Teams

The Elementary School Instructional Leadership Teams will be composed of the Building Principal, the PK-12 Director of Curriculum and Instruction and no more than four (4) Unit A educators, selected annually. It is anticipated that a portion of the ILT's meetings and work will take place within contracted professional learning time. Educators selected as a member of an Elementary ILT will be paid an annual stipend of one thousand dollars (\$1,000).

It is intended that the ILTs shall include a cross-section of educators within each school and that, to the extent possible, there shall be regular changeover among ILT members. Positions in each school will be posted annually in May for the following school year. If there are multiple applications, the Building Principal will form a hiring committee that represents, to the extent possible, lower elementary grades (PK - 2), middle level elementary grades (3-4), and upper level elementary grades (5-6). Each Building Principal may select additional hiring committee members at their discretion. The hiring committee will review all applicants and conduct interviews, as needed. The hiring committee will advise the Building Principal with respect to the selection of ILT members, however the Building Principal shall make the final selection of all members of the ILT.

APPENDIX IV: HEAD TEACHERS IN ELEMENTARY SCHOOLS

- A. Both parties agree that a committee composed of one association member (selected by the Association) and the building principal will meet no later than May 15th at each school so that the principal can have input from the teachers prior to their selection of a head teacher for the following year.
- B. Head Teachers in the Elementary Schools, if appointed, shall be compensated at the following rate effective August 25, 2020:
For schools in which the Principal is assigned to be present in the building for the full school day:

	2023-24	2024-25	2025-26
School of under 150 pupils	\$821	\$837	\$854
Schools with 150-224- pupils	\$1,245	\$1,270	\$1,295
Schools with 225 or more pupils	\$1,657	\$1,691	\$1,724

Positions listed in this Appendix will be posted and appointed on an annual basis. The amount of the stipend will be based on the prior year's October 1 enrollment numbers. If there is more than one (1) qualified applicant for such a position, the principal or other administrator shall not be required to interview more than two (2) such applicants, although nothing herein shall be construed to prohibit a principal or other administrator from interviewing as many internal applicants for such a position as they deem necessary. The identity of the applicants who will be interviewed under this section shall be determined by the principal or other administrator. As is the case with any position/activity listed in the collective bargaining agreement, the District will determine, at its discretion, whether to fund and/or fill any of the above-listed positions.

APPENDIX V: OTHER SALARIES AND STIPENDS

- A. The hourly rate for Tutors, including Home Instructional personnel covered under this contract, shall be \$30.00.
- B. Elementary teachers who organize and fundraise for annual week-long field trip(s) shall receive a stipend of \$800 per trip, up to a maximum of two such stipends per year per school.
- C. All elementary sixth-grade teachers shall receive a stipend of \$500 per school year for work in organizing the elementary school graduation or other end-of year ceremony.

APPENDIX VI: TEACHER EVALUATION

1. Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B. The regulatory purposes of evaluation are:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv. To assure effective teaching, 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 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; (which are required to be at least ten minutes in duration) and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03}. Educators may elect one additional unannounced observation per school year.
- E. *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, and district-developed pre and post unit and course assessments, and capstone projects. The Association and the Committee reserve their right regarding bargaining to the extent allowed by law, upon DESE issuance of guidelines.
- 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 all Educators without PTS or new to the district.
 - 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 90 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include recommended activities during the summer preceding the next school year.
- H. *DESE: 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 and 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. The Primary Evaluator for educators on proficient status will be the building principal, assistant principal, Director of Pupil Personnel Services, or the Directors of Curriculum and Assessment. Any educator on an Improvement Plan will have the building Principal or the Director of Pupil Personnel Services, as appropriate, as the Primary Evaluator. 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.

- ii. Notification: The Educator shall be notified in writing of their primary Evaluator at the outset of each new evaluation cycle. The Evaluator 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 DESE guidance.
- S. *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten minutes by the Evaluator and may include examination of artifacts of practice including student work. 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 Mohawk Trail Regional School District and the Mohawk District Education 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 CMR35.03.

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 DESE. The parties agree to reopen.

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 consist 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 at least ten minutes.
- 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, peer observation feedback, 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 goal(s).
- iv. Student Feedback- see# 23, below; and
- v. Any other relevant evidence from any identified source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators, as well as the Nurse Leader and the Early Childhood Coordinator, but cannot include non-evaluative administrative practices such as walkthroughs, coaching or mentoring.

4. Rubric

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

5. Evaluation Cycle: Training

- A. Prior to the implementation of the new evaluation process contained in this article, the district shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district, through the superintendent, shall determine the type and quality of training based on guidance provided by DESE and feedback from District educators.
- B. By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire during contractual hours. The district, through the superintendent, shall determine the type and quality of the learning activity based on guidance provided by DESE and feedback from district educators.

6. Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, or principal or designee who is trained in the evaluation process shall conduct a meeting for all Educators and Evaluators focused substantially on educator evaluation. The superintendent or principal shall:

- A. Provide an overview of the evaluation process, including goal setting and the educator plans.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C. Provide the content of this meeting in digital format to facilitate orientation of Educators hired after the beginning of the school year.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii. The self-assessment includes:
 - a. An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.

b. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

c. Proposed goals to pursue:

1st: At least one goal directly related to improving the Educator's own professional practice.

2nd: At least one goal directed related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or their designee who is trained in the evaluation process will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in their 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 I 5-19 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 DESE 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 district, the Evaluator will meet with the Educator to establish the Educator Plan by October 15th or within six weeks of the start of the Educator's assignment.
- 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 and date electronically 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 II B, below.
- ii. The Educator shall have at least two unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11.B.i, below.
- ii. The Educator shall have at least two 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. If requested by the Educator, one follow-up unannounced observation per school year will occur within 10 school days of the request.
- 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. If requested by the Educator, one follow-up unannounced observation per school year will occur within 10 school days of the request.
- 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 for Improvement Plans of one year, there shall be no fewer than one announced and four unannounced observations. For Improvement Plans of 90 days, there must be no fewer than one announced and two unannounced observations. If requested by the Educator, one follow-up unannounced observation per school year will occur within 10 school days of the request.

11. Observations

The Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan shall 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. Barring any extenuating circumstances, observations will not occur on the day before a vacation period of a week or more and the day before the Thanksgiving break.

A. Unannounced Observations

- i. Unannounced observations may be in the form of partial (at least ten minutes) or full-period classroom visitations by the Evaluator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator via secure electronic delivery. A follow-up face--to-face conversation will be held within ten school days at the request of the Educator or the Evaluator.
- 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, PTS Educators on Improvement Plans and other educators at the request of the Educator and/or the Evaluator shall have at least one Announced Observation.
 - a. The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss 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 is 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 their performance.

3rd: Identify support and/or resources the Educator may use in their 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 place mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 13, below.
- C. The Formative Assessment Report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards, and overall.
- 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 via secure electronic delivery.
- G. The Educator may reply in writing to the Formative Assessment Report within 10 school days of receiving the report.
- H. The Educator shall sign the Formative Assessment Report within 10 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 their 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 via secure electronic delivery.

- 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 10 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation Report within 10 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. In June of 2014, the rating in the Formative Evaluation Report may require the Evaluator to 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 Evaluation 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.
- 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 via secure electronic delivery no later than May 15th.
- 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 shall 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 accountability. The Plan must be aligned to the standards and indicators, and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of 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 training 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 or new to the district.
- B. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

- A. Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after the 2014-2015 school year whose impact on student learning is moderate or high. It is likely that most educators will receive an Impact Rating in the spring of 2016. 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 the 2014-2015 school year whose impact on student learning is low. It is likely that most educators will receive an Impact Rating in the spring of 2016. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

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

19. Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of at least 90 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include recommended 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. The Primary Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 specific assistance to the Educator.
 - ii. The Educator may request that a representative of Mohawk District Education Association attend the meeting(s).
 - iii. If the Educator consents, Mohawk District Education 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 Primary Evaluator; and,
- vii. Include the signatures of the Educator and Primary Evaluator.

H. A copy of the signed Plan shall be provided to the Educator via secure electronic delivery. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I. Decision on the Educator's status at the conclusion of the Improvement Plan.

- i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - a. If the Evaluator determines that the Educator has improved their 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 their summative rating at the end of their 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 their Summative rating at the end of their Directed Growth Plan , if the Evaluator determines that the Educator is not making substantial progress toward proficiency , the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - d. If the Evaluator determines that the Educator 's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

Activity:	Completed By:
Superintendent, principal or designee who is trained in the evaluation process meets with evaluators and educators to hold the Annual Orientation of the Evaluation Cycle (see 6).	September 15
<p>Evaluator meets with first-year educators to assist in self-assessment and goal setting process.</p> <p>In the first year of implementation the Evaluator meets with all educators to assist in self-assessment and goal setting process.</p> <p>Educator submits self-assessment and proposed goals.</p>	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 completes first observation of each Educator.	November 15
<p>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired).</p> <p>*or four weeks before Formative Assessment Report date established by Evaluator</p>	January 5*
Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans.	February 2
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator.	February 28
<p>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired).</p> <p>*or 4 weeks prior to Summative Evaluation Report date established by evaluator</p>	April 15*
Evaluator completes Summative Evaluation Report.	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory.	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator.	June 10
Educator signs Summative Evaluation Report and adds response, if any.	June 15

A. Educators with PTS on Two-Year Plans

Activity :	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Reportf	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: 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. 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

DESE 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

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

24. Using Staff feedback in Administrator Evaluation

DESE 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 agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement, a lottery system will be conducted by the Association and the Superintendent. By school, the first fifty (50) percent (rounded up) of PTS teachers drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Self-directed Plan.

26. General Provisions

- A. Only Educators who hold a valid DESE license and are serving as administrators may serve as 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 they 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and
- D. standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- E. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Superintendent to discuss the disagreement. Should the Educator request such a meeting, the Superintendent must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- F. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures between March 1 and March 15 in the first year of implementation and recommend adjustments to the parties. In the first three years of implementation, the evaluation bargaining teams will meet at a mutually agreed upon date in June of each year. The parties agree to reconvene to finalize any adjustments to the contract recommended by the joint labor-management evaluation team and/or evaluation bargaining teams.
- G. 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.

APPENDIX VII: MASTER SALARY SCHEDULES

- A. Teachers will be placed horizontally on the Master Salary Schedule according to the following levels of personal educational attainment:
1. BA- attainment of a Bachelor's degree;
 2. MA- attainment of a Master's degree;
 3. MA+30- attainment of a Master's degree plus at least 30 additional credit hours (as described in Article XXVII, Section E of this contract) or attainment of a Doctorate degree.

In addition, each teacher will be placed one numerical step higher than the step they had attained as of the end of the previous contract (August 24, 2023), except that teachers on Step 16 shall remain on Step 16.

- B. Thereafter in each subsequent year of this contract, each teacher will be placed one numerical step higher than the step which they had attained as of the end of the previous year, except that teachers on Step 16 shall remain on Step 16. Horizontal placement will be governed by the provisions of Article XXVII, Section E of this contract.
- C. The Master Salary Schedules for the three years covered by this contract appear below.

SY 2023-24		COLA increase		2.50%
STEP	BA	MA	MA+30	
1	\$ 45,492	\$ 48,058	\$ 51,562	
2	\$ 47,041	\$ 49,612	\$ 53,345	
3	\$ 48,592	\$ 51,171	\$ 55,132	
4	\$ 50,144	\$ 52,726	\$ 56,917	
5	\$ 51,695	\$ 54,282	\$ 58,701	
6	\$ 53,245	\$ 55,840	\$ 60,487	
7	\$ 54,793	\$ 57,395	\$ 62,270	
8	\$ 56,341	\$ 58,953	\$ 64,055	
9	\$ 57,894	\$ 60,508	\$ 65,840	
10	\$ 59,446	\$ 62,066	\$ 67,623	
11	\$ 61,054	\$ 63,621	\$ 69,409	
12	\$ 62,641	\$ 65,178	\$ 71,194	
13	\$ 63,986	\$ 66,733	\$ 72,865	
14	\$ 67,737	\$ 68,266	\$ 74,398	
15		\$ 69,611	\$ 75,743	
16		\$ 73,362	\$ 79,495	

SY 2024-25		COLA increase		2.50%
STEP	BA	MA	MA+30	
1	\$ 46,629	\$ 49,260	\$ 52,851	
2	\$ 48,217	\$ 50,852	\$ 54,679	
3	\$ 49,807	\$ 52,450	\$ 56,510	
4	\$ 51,398	\$ 54,044	\$ 58,340	
5	\$ 52,987	\$ 55,639	\$ 60,168	
6	\$ 54,576	\$ 57,236	\$ 61,999	
7	\$ 56,163	\$ 58,830	\$ 63,827	
8	\$ 57,750	\$ 60,427	\$ 65,657	
9	\$ 59,341	\$ 62,020	\$ 67,486	
10	\$ 60,932	\$ 63,617	\$ 69,314	
11	\$ 62,580	\$ 65,211	\$ 71,144	
12	\$ 64,207	\$ 66,807	\$ 72,974	
13	\$ 65,585	\$ 68,401	\$ 74,687	
14	\$ 69,431	\$ 69,973	\$ 76,258	
15		\$ 71,351	\$ 77,637	
16		\$ 75,196	\$ 81,482	

SY 2025-26		COLA increase		2.50%
STEP	BA	MA	MA+30	
1	\$ 47,795	\$ 50,491	\$ 54,172	
2	\$ 49,423	\$ 52,124	\$ 56,046	
3	\$ 51,052	\$ 53,762	\$ 57,923	
4	\$ 52,683	\$ 55,395	\$ 59,799	
5	\$ 54,312	\$ 57,030	\$ 61,672	
6	\$ 55,940	\$ 58,667	\$ 63,549	
7	\$ 57,567	\$ 60,300	\$ 65,422	
8	\$ 59,193	\$ 61,937	\$ 67,298	
9	\$ 60,825	\$ 63,571	\$ 69,173	
10	\$ 62,455	\$ 65,208	\$ 71,047	
11	\$ 64,145	\$ 66,842	\$ 72,923	
12	\$ 65,812	\$ 68,477	\$ 74,799	
13	\$ 67,225	\$ 70,111	\$ 76,554	
14	\$ 71,166	\$ 71,722	\$ 78,164	
15		\$ 73,135	\$ 79,578	
16		\$ 77,076	\$ 83,519	