

Agreement Between

the

Farmington River Regional District School Committee

and the

Farmington River Regional Educators Association

Period: September 1, 2023 - August 31, 2026

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## **PREAMBLE**

Recognizing that our prime purpose is to provide education for the students of the Farmington River Regional School District, and that cooperative effort is essential to the achievement of that purpose, we, the undersigned parties to the Contract, declare that:

- (a) Under the law of Massachusetts, the Committee, elected by the citizens of the towns comprising the Farmington River 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.
- (b) The Superintendent of the District (hereinafter referred to as the Superintendent) or, in his/her absence, some person duly vested with similar authority, has responsibility for carrying out the policies as established by the Committee and those laws set forth in the General Laws of the Commonwealth.
- (c) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the professional teaching staff.

## **ARTICLE I CONTRACT**

Pursuant to the provisions of Chapter 150E, 70 and 71 and applicable statutes under the General Laws of Massachusetts concerning matters of wages, hours and conditions of employment, this contract is made in February, 2020, by the School Committee of the Farmington River Regional School District (hereinafter sometimes referred to as the "Committee") and the Farmington River Regional Educators Association, in affiliation with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA), acting as the representatives for the teachers of said district (hereinafter sometimes referred to as the "Association"), shall be the sole bargaining agent for the life of this Agreement.

## **ARTICLE II RECOGNITION**

A. Committee recognizes the Farmington River Regional Educators Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all full and part-time teachers and school adjustment counselors, but excluding substitutes, tutorial positions, speech therapists, occupational therapists, physical therapists, and the Director of

Student Services.

B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "the teachers."

C. The Committee agrees, for the life of this Agreement, that it will not negotiate with any individuals covered by this Agreement other than the Farmington River Regional Educators Association on matters of wages, hours and other conditions of employment. The Farmington River Educators Association, in affiliation with MTA and NEA, shall be the sole bargaining agent for the life of this Agreement.

### **ARTICLE III ASSOCIATION RIGHTS**

- A. There will be no reprisals taken against unit members because of his/her membership in the Association or participation in its activities.
- B. The Association will be provided a copy of the School Directory containing names, addresses and phone numbers of school personnel by 9/30 of each school year.
- C. There will be at least one (1) bulletin board reserved exclusively for the Association use in each school building.
- D. The Association may use prior scheduled school facilities and equipment for Association business in-so-far as such use does not result in extra payment to service persons employed by the Committee.
- E. The Committee authorizes the use of inter-school mail to distribute Association material. The Association headquarters will be considered as a regular inter-school mail stop.
- F. The representatives or agents of the Association shall be permitted to enter the school premises to carry on Association business providing it does not interfere with teacher duties.

### **ARTICLE IV MANAGEMENT RIGHTS**

The Committee has the authority, rights and powers conferred upon it by the Laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

As to every matter expressly not covered by this Agreement, and except as expressly or directly

modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to themselves all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance and arbitration provisions of this Agreement.

The Committee, in their exercise of the Management Rights Clause, recognize the Association rights under Article XDC (Just Cause).

## **ARTICLE V GRIEVANCE PROCEDURE**

Purpose: The purpose of the grievance procedures set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise which are within the definition of a grievance hereinafter set forth.

Definition: A grievance is a claim by a teacher or the Association that a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement or any amendment or supplement may have taken place.

Time Limits: All time limits herein shall consist of school days. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the grievant or the Association prior to the termination of this Agreement, or beyond the successor agreement, using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

If at the end of thirty (30) school days from the grievant's or Association's first awareness, the above grievance shall not have been presented to Level Two, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required shall not have been taken within the specified time.

If a grievance is being processed in accordance with the provisions of this Article and the summer school vacation comes within the processing period of that grievance, it shall be processed as follows:

1. Prior to the close of the school year, the Principal at Level 1 or the Superintendent at Level 2 will meet with the grievant and/or Association at a time/date to be scheduled during the months of June and July. If the grievance is not resolved that meeting, then:
2. It shall be heard at an August regular meeting of the Committee, unless notification is given at the close of the school year that the grievant is unavailable due to prior

travel plans, to attend the August meeting, in which case the grievance shall be heard at the September meeting.

Level One - A teacher and/or the Association with a grievance shall first verbally present the claim and evidence to the Principal in an effort to resolve the grievance informally. The Principal will have five (5) school days to respond.

Level Two - A teacher and/or the Association with a grievance will present the grievance to the Superintendent, in writing, either directly or through the Association.

The Superintendent then has five (5) school days to respond, in writing, to the grievance. In the event the Superintendent does not respond, the grievant or the Association may present the grievance to Level Three.

Level Three - If the grievance is not resolved to the satisfaction of the grievant or the Association at Level Two, the teacher or teachers or the Association may present the grievance, in writing, to the School Committee within five (5) days.

The School Committee will respond in writing within three (3) days after the next regularly scheduled school committee meeting. Prior to a Level Three grievance hearing, either party may request the sequestering of witnesses. A majority vote of both committees will be necessary for sequestering to occur.

If, during the course of a hearing before the School Committee pursuant to this section, the Superintendent intends to discuss, refer to, or introduce any personnel files or information (including for purposes of this section any employee disciplinary records), unless the parties otherwise agree, all persons other than, for the School Committee, any or all members of the School Committee, the Superintendent, the school attorney, and the Superintendent's confidential secretary and, for the Association, the Association's officers, MTA representative, and the grievant shall leave the hearing room until such discussion, reference and introduction of personnel files or information is completed. However, nothing herein shall be construed to limit either party in calling witnesses to appear and testify in the course of its presentation to the School Committee concerning the grievance.

Level Four - If the grievance is not resolved to the satisfaction of the grievant and/or the Association at Level Three, the Association may by giving written notice to the school committee within twenty (20) school days, present the grievance for arbitration, in which event the Association shall forthwith submit the grievance to the Massachusetts Division of Labor Relations for deferral docket or other arbitration forum if mutually agreed.

The expense of such arbitration, if any, inclusive of per-diem cost of the arbitrator, actual and

necessary travel, subsistence expenses, and the cost of the hearing room if not held at the school, shall be shared equally between the Committee and the Association. It is further understood that the cost of a participant's counsel, external advisor(s) or witness(es) shall not be part of shared expenses. Arbitration hearings shall be scheduled after normal school hours, when possible. Unless mutually agreed to the contrary, hearings will be held at the school building of the Farmington River Regional School District in which the grievance originated. The grievant and one (1) additional witness shall be released for up to three (3) days, with pay, to attend the grievance arbitration. Additional witnesses will be released provided the one released witness covers for them during their absence from the classroom.

The decisions of the arbitrator, if within his scope of authority, will be presented to the School Committee and the Association and shall be final and binding upon the School Committee and the Association and the aggrieved person or persons.

#### Arbitration:

The arbitrator so selected will confer with the representatives of the School Committee and the grievance representative selected by the aggrieved party, and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator shall be granted time extensions if necessary. The arbitrator's decision will be in writing, and will set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, or subtract from, modify, or amend any of the provisions of this Agreement, nor shall he override the duties and responsibilities of the School Committee granted by this law and this Agreement. Neither party will be permitted to assert any charges before the arbitrator, which were not previously disclosed to the other party. All grievants shall be required to perform the assignments and applicable rules and regulations of the School Committee while the grievance is being processed unless the actions are stopped by a court decision.

If either the employee or the Association is seeking to challenge an action or omission of the employer, and he or it has the ability to do so in forums other than arbitration, as well as arbitration, they must elect either arbitration or the other forum, but may not proceed in both. Filing a complaint, charge or claim in any other forum will immediately foreclose arbitration as a forum for the contested action or omission of the employer.

#### General Provisions:

1. The Association and the School Committee shall have the right to use, in its own presentation at any level of their grievance procedure, any representative of its own choosing.

2. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
3. No reprisals of any kind will be taken by the School Committee or the school administrator against any teacher because of his participation in the grievance procedure.
4. The School Committee and the administration will cooperate with the Association in its investigation of any grievance, and further agree to exchange with the Association such information as is required for the processing of any grievance.
5. All documents, communications and records dealing with the grievance will be filed separately from the personnel files of the participants.
6. All decisions rendered at Levels Two and Three of the grievance procedure will be, in writing, and will be transmitted promptly to the grievant, the Association, and, at Level Three, to the School Committee.
7. Provided the parties agree, Level One and/or Level Two of the grievance procedure may be bypassed, and the grievance brought directly to Level Three.

## **ARTICLE VI ABSENCES/LEAVE**

### **A. Sick Leave**

1. September 1<sup>st</sup> each teacher, including those who have reached accumulation, will receive fifteen (15) paid days sick leave. Part time teachers will receive fifteen (15) paid equivalent days of sick leave. (Half-time = 7.5 days)
2. A first year teacher will receive days or equivalent days if part-time as follows: 5 days September 1<sup>st</sup> and one additional day for each month worked.
3. Unused sick days may accumulate (be carried forward) to a maximum of the number of days in the school year.
4. Sick days are to be used for the personal illness of the teacher or for illness of an employee's immediate family member, as defined in Article VI, §B, or for other dependents living within the employee's household. These days are for the expressed purpose of restoring the health of the teacher, caring for an illness of other individuals defined above or as otherwise specified in this contract.

5. As per Article VI A.1. above, teachers that have accumulated the maximum number of sick days shall receive an additional fifteen days per year to use during the course of the school year. Teachers shall be reimbursed for up to five of the fifteen days that remain unused by the end of the school year at a rate of \$80.00 per day. The rest of the unused sick leave above the maximum shall not be carried over to the next year, nor shall they be reimbursed.
6. A request to care for persons outside the employee's permanent home, and/or an extension of the above days due to critical illness, must be supported by a statement of circumstances attested by the attending physician, and provided the Superintendent/Principal who may approve leave days deemed necessary and deductible from accumulated sick leave. Efforts by the employee to secure alternative care will be a part of the statement of circumstances and the decision of the Superintendent will be non-arbitrable and non-grievable.
7. To reward good attendance each year, teachers will be given per diem pay as follows: If teachers have taken 0 sick days in a school year, they will receive 1 day's pay. If teachers have taken one (1) sick day in a school year, they will receive one half (.5) day's pay.

B. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide additional sick leave time to employees who have exhausted their personal sick leave as a result of a prolonged and/or catastrophic event due to an illness and/or injury. Applications must meet the above definition/standard.
2. All employees shall belong to the Sick Leave Bank ("Bank"), and shall, upon being employed by the Farmington River Public Schools, contribute one (1) sick leave day to the Bank in his/her first and second year of employment. Individuals employed as of September 1, 2023, shall each contribute one (1) sick leave day at the beginning of the 2023-2024 school year and at the beginning of each successive school year thereafter until the accumulation has reached at least eighty (80) days.
3. At any time that the total number of days in the Bank is reduced to eighty (80), each member of the bank shall contribute one (1) additional day.
4. The maximum number of days that may accumulate in the Bank is three hundred sixty (360).

5. If at any time a contribution is required and an individual(s) has no available sick leave days to contribute, the necessary contribution will be taken from the individual(s) allotment of sick leave days in the next school year.
6. In order to access the Sick Leave Bank, an employee must submit a written request to the Sick Leave Bank Committee. Said request must include a completed Family and Medical Leave Act form.
7. The Sick Leave Bank Committee shall consist of three (3) members as follows: the FRREA President or his/her designee, and two FRREA appointees, one (1) from the teacher unit and one (1) from the ESP unit, chosen by the FRREA President.
8. The Sick Leave Bank Committee shall review the employee's submission and the applicant's prior leave usage. The Sick Leave Bank Committee shall make a determination regarding whether to grant or deny the request within three (3) school days of the receipt of the request. A majority vote of the Sick Leave Bank is necessary to grant a request.
9. In the event the Sick Leave Bank Committee denies a request, the applicant may request reconsideration of said determination in writing within ten (10) school days of receipt of the denial. The applicant may attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination.
10. The Sick Leave Bank Committee, by majority vote, can decide to allow an applicant, upon his/her return to work from a leave allowed by the Sick Leave Bank Committee, to borrow up to ten (10) sick days against the annual sick leave amount to be credited to the employee in the following year. This benefit can only be accessed one time during any given contract year. Any sick days that are not used by the end of the year shall be returned to the Sick Leave Bank. Any advanced sick days that are used shall be deducted from the applicant's following year annual allotment.
11. Any determinations of the Sick Leave Bank Committee pursuant to sections 7 and 8 above shall be final and binding.
12. No employee may use more than one hundred eighty (180) days from the Bank for each illness. Whether an illness is the same illness for purposes of this subsection shall be determined by satisfactory medical evidence.
13. No part of the sick bank is subject to arbitration or grievance except if the district does not allocate as directed by the sick bank committee.

14. The District shall be held harmless from any claim that originates under this provision.

15. No decision by the sick bank committee is binding on the district for anything, except for allocating sick days. The district is the arbiter of the determination of whether someone can stay away from work.

C, Bereavement Leave

Each teacher shall be granted up to five (5) working days paid bereavement applicable to the death of a spouse/partner, child, sibling and parent; three (3) paid working days for grandmother, grandfather, grandchild, father-in-law, mother-in-law; two (2) paid working days for uncle, aunt, niece, nephew or first cousin living outside the household of the teacher; one (1) paid working day for others subject to advance approval of the Superintendent or his designee, the latter to be non-grievable and non-arbitrable, all to be non-cumulative and non-transferable. All days above are to be days the employee would have worked and/or which the employee would not have been absent for any other reason.

D. Personal Leave

1. Teachers will be granted up to three (3) days leave for personal reasons. Those days are not to be deducted from retirement leave. Unused personal days shall carry over to the next year's accumulated sick days. It is understood that personal days are to be used only in cases where situations arise that cannot be dealt with during non-school hours. In order to be eligible for payment for these days, at least twenty-four (24) hours' notice must be given to the Superintendent or his designee prior to taking such days. The 24-hour notification may be waived at the discretion of the Superintendent in unusual circumstances. Additional personal days may be granted at the sole discretion of the Superintendent and shall be deducted from accumulated sick leave.

2. Employees may use a "Personal Day" (i) on the last workday preceding a holiday or vacation, or (ii) on the first workday following a holiday or vacation expressly under the conditions listed below.

A. The building principal will approve a Personal Day as referenced in (i) or (ii) with a maximum cap of no more than two (2) employees.

B. The granting of Personal Days shall be in the order in which written requests for such days are received by the building principal. (by way of a written employee leave request form and/or via electronic attendance/leave software)

C. An employee will be allowed to take the same day(s) referenced in (a)(i) or (a)(ii) above for two (2) consecutive years if they are one of the first two (2) requests pursuant to 13.4 (a)(2) above. Said employee will only be allowed to take the same day(s) off in the third (3rd) consecutive year if there are less than two (2) other employees in the school who have applied and been approved for said day(s) with no regard to the order of such requests (i.e., even if the employee is one of the first two (2) requests received, they will only receive the day off if only one (1) other employee in the school has applied for the day at any time prior to the day in question).

D. An employee may take no more than two (2) Personal Days referenced in (a)(i) or (a)(ii) in any given school year.

E. An employee may not request a Personal Day referenced in (a)(i) or (a)(ii) more than one calendar year in advance, except for an extraordinary or unique circumstance (i.e., wedding, family reunion, college graduation, certain types of travel, etc...). Documentation may be requested.

F. In the Superintendent's sole discretion, the Superintendent may approve a day(s) that would exceed the two (2) employee limit referenced above in 1 or additional day(s) for an employee beyond what is referenced.

3. Discretion of the Superintendent as exercised in 1) and 2) above shall not be subject to grievance or arbitration procedure unless discretion is used in an inconsistent manner.

#### E. Other Temporary Leaves of Absence

A teacher may be granted the following unpaid leaves upon application to the Superintendent and approval by the Committee. Benefits in effect at the time leave of absence starts, will be restored upon return. The teacher will be assigned to the same or an equivalent position if the position is not affected by economic conditions or other changes in operating conditions affecting employment during the period of leave.

1. Maternity Leave (FMLA) for up to (12) weeks or the length of the disability. Teachers may use accumulated sick leave and health insurance will remain in effect. When maternity leave expires, health insurance coverage will continue with the employee paying 100% of the cost. Teachers on approved extended maternity leave (beyond 12 weeks) shall maintain their portion of health insurances costs and the District shall continue to pay their portion of the premiums. The leave can be non-consecutive should a portion of the said leave fall during the summer vacation. An employer's obligation to maintain health benefits stops if the employee fails to return to work when

the leave entitlement is exhausted..

2. Adoption Leave (FMLA) for up to (12) weeks or the length of the disability. Teachers may use accumulated sick leave and health insurance will remain in effect. Teachers on approved extended adoption leave (beyond 12 weeks) shall maintain their portion of health insurances costs and the District shall continue to pay their portion of the premiums. The leave can be non-consecutive should a portion of the said leave fall during the summer vacation. An employer's obligation to maintain health benefits stops if the employee fails to return to work when the leave entitlement is exhausted.

3. Child Rearing Leave for a child under 5 years, up to two (2) years with a September 1<sup>st</sup> return unless other arrangements have been agreed to by the Committee. Additional benefits will not accrue during the leave. Health insurance does not apply. Participation in the group plan can continue with the employee paying 100% of the cost.

4. Sabbatical Leave (Ch. 71, Section 41 A) at a rate of 50% salary. Additional benefits will not accrue during the leave, except salary scale movement. Health insurance coverage will continue at the regular rate.

F. Other Extended Leave

Extended leaves of absence, without pay, may be granted by the Committee. Such decisions of the Committee are non-grievable and non-arbitrable. Benefits in effect at the time leave commenced, exclusive of accumulated computation during the leave period, will be restored upon return and his/her assignment to the same or equivalent position will be restored if said position is not affected by economic conditions or other changes in operating conditions affecting employment during the period of leave. When a leave is unpaid, the teacher may continue health coverage, but must pay 100% of the premium.

G. Professional Day

1. Each teacher shall be encouraged to take one (1) professional day per school year; such day is non-cumulative and non-transferable. The program to be visited and the date shall be approved in advance by the Administration. A field report of the program witnessed shall be provided to the Central Office for staff enhancement. Up to two (2) additional days may be granted by the Superintendent, the request for such additional days must be made one week in advance of the requested date and shall be non-grievable and non-arbitrable.

2. Teachers will be reimbursed for estimated expenses detailed and approved in advance by the Superintendent, such to include registration fees, mileage, workshop materials deemed critical to participation, meals that are an intricate part of the

conference/workshop schedule, lodging when said attendance exceeds 75 miles one way from the assignment site and participation continues beyond day one or multiples thereof.

H. Jury Duty

Teachers requested to serve on jury duty shall be paid the difference between compensation paid to the court and their regular salary, if such duty occurs on a normal workday. The difference paid shall not include mileage, nor shall the total exceed their regular rate of pay. Staff shall make every effort to schedule jury duty during non-school periods in the best interest of teaching continuity and student welfare.

**ARTICLE VII  
WORK DAY/WORK YEAR**

A. Work Year

1. The work year of teachers will begin no earlier than September 1 and will terminate no later than June 30, and shall be 183 days including pre-student orientation day(s). The work year may start earlier than September 1 provided there is mutual agreement. New personnel may be required to attend additional orientation sessions, not to exceed a total of 184 days. Days considered necessary for scheduling, training sessions, and/or opening and closing staff activities may be scheduled by the Administration within the above-specified framework, provided the Department of Education regulations have been met.

2. Days worked beyond the 183-day limit may be authorized and, if so, shall be reimbursed at the rate of 1/183<sup>rd</sup> of the teachers' contract salary - if a new teacher, at the rate of 1/184<sup>th</sup> of said salary.

3. Prior to March 1<sup>st</sup> of each school year, the Superintendent shall send the proposed calendar for the following school year to the Association. The Association will respond with suggestions or comments by April 1 and members will be provided with copies of the calendar after it is adopted.

B. Workday

1. The workday of employees within this contract will be 6.5 hours and begin fifteen (15) minutes before the start of the student day as established by the Committee. On late start or early dismissal days, the teachers workday will begin fifteen (15) minutes before the start of the student day and end when the students are dismissed.

Any teacher who arrives less than thirty (30) minutes late or leaves less than thirty (30) minutes early on more than three (3) occasions during the school year will have their

pay supplemented by using either their accumulated sick or personal time, whichever applies to the circumstance. The total time missed will be calculated to the nearest one-quarter hour increment. If a teacher has no accumulated sick or personal time, their pay may be reduced by the appropriate amount. Administration retains the right to allow late arrival or early departure on an individual basis.

2. Teachers will attend appropriate evening meetings for parent conferences, open house or evening programs; faculty meetings (up to 10) as they are duly called with 48 hours' notice; emergency meetings where the health and safety of students require an immediate response; and meet after school with parents on a scheduled basis as necessary. Faculty meetings will not be scheduled on Fridays or the day prior to a holiday. Part-time teachers who work only in the morning will be encouraged to meet with the Principal to discuss faculty-meeting issues when not otherwise required to attend a meeting.

3. Teachers will be paid \$50 per hour for additional work outside of the normal workday beyond those evening meetings for parent conferences, open house or evening programs *related to the teacher's current work assignment*, those duly called faculty meetings not exceeding ten (10), those emergency meetings where the health and safety of students require an immediate response and those scheduled meetings with parents. Teachers will be responsible to maintain a record/log of their hours. These hours cannot accumulate from year to year and payment is available monthly after January 1<sup>st</sup> of each year.

4. Teachers will continue to be available on a scheduled basis to meet with parents or to give additional help to students. Non-scheduled visitations resulting in a conflict will be referred to the Principal for resolution.

5. Teachers will be granted a thirty (30) minute duty-free period between 11:00 AM and 1:00 PM of each school day.

6. Fifteen (15) minutes of common planning time shall be provided for all teachers during the forty-five (45) minute lunch/recess period on a daily basis. At least two of these fifteen (15) minute periods each week, for a total of 30 minutes, will be required for common planning purposes in the following areas: upper and lower grade team meetings, content area teachers meetings, and teachers working with teachers. Each of the aforementioned groups shall be required to submit to the Principal a schedule on how the common planning time will be utilized.

7. Teachers will not be required to handle the clerical aspects of keeping attendance registers. The parties agree to move to online means of attendance, lunch count (using

Rediker, currently) and other record keeping. The District shall provide sufficient initial training prior to implementation, and ongoing training when needed, to ensure a successful transition to the new online platform. The parties agree to meet and discuss training needs and schedules, potential pilot programs and other such matters prior to the acquisition of a new program or rollout/expanded use of an existing program. No teacher will be evaluated or disciplined on the use of any such online program until training is completed.

8. Teachers will be provided with a daily preparation period whenever a special subject teacher is scheduled. If a teacher is required to miss his/her prep period due to reassignment by an administrator, he/she will be reimbursed \$50/hour.

9. The School Committee agrees that the primary function of a teacher is to teach and the Committee will continue to search for the means to reduce non-teaching duties.

10. Part-time teachers who attend any field trip that require full day attendance, with approval of the Principal, will be paid for a full day.

11. Any part-time teacher who is required to attend an in-service program that requires full day attendance will be paid for the full workday.

## **ARTICLE VIII ASSIGNMENTS**

On or before June 15<sup>th</sup>, the Administration shall notify each teacher, in writing, of his assignment for the next school year. If a change in assignment is necessary after June 15<sup>th</sup> due to unforeseen circumstances at the time of the initial assignment, the teacher will be informed in writing by the Administration of the change and the reason(s) no later than August 1<sup>st</sup>. The teacher may request to meet with the Principal within five (5) days of the receipt of the written change in assignment. The Principal, upon such a request, will promptly meet with the teacher. The teacher may have a representative of the Association present at the meeting. It is understood that any change resulting from the unscheduled departure of any staff member that necessitates realignment or reassignment will not pertain to this section.

## **ARTICLE IX PERSONNEL RECORDS**

A. Teachers will have the right, upon request, to review and make copies of all records concerning them or their work maintained by the Committee or any agent thereof.

B. Material derogatory to a teacher's conduct, service, character or personality will not be

placed in his personnel file unless the teacher has had an opportunity to review such material, by affixing his 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 his answer shall be reviewed by the Superintendent and be attached with the file copy; such review shall not be interpreted to constitute agreement with said answer. Certified mailing procedures will be used when normal means of communication are unsuccessful.

- C. Oral complaints regarding a teacher and requiring administrative action, made to a member of the administration by a parent, student or other persons will be called to the attention of the teacher before action is taken. Written complaints directed toward an employee which are placed in his/her personnel file shall be called to the employee's attention within five (5) school days. Certified mailing procedures will be used when normal means of communication are unsuccessful.
- D. At the time of severance from the school system, a teacher will have the opportunity to indicate those documents and/or other records, which she/he believes to be obsolete or otherwise inappropriate for retention. Records, seven (7) years or more of age, will be destroyed, upon request, unless involved in an active or pending suit, or otherwise mandated by retention requirements, or felt to be of significant future importance by the Superintendent.
- E. The Superintendent shall ensure that records relating to teachers are accurate.

## ARTICLE X VACANCIES AND TRANSFERS

### A. Voluntary Transfers

1. Definition: The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer. A voluntary transfer is a transfer requested by the employee.
2. Notification of Vacancies:

Posting - Upon knowledge of vacancies, the Superintendent shall deliver to the Association and post in all school buildings a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least ten (10) school days to allow an employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy. When occurring during the summer vacation (it) will be posted for ten (10) calendar days (non-school year).

3. Filing Requests - An employee who desires a change in grade and/or subject assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1.

4. Procedure

a) Requests for voluntary reassignment or transfer will result in a conference with the Superintendent prior to any decision on said request. Notice of the denial of a voluntary transfer request shall be delivered to the employee with a copy to the Association as soon as possible following the decision.

b) If more than one (1) employee with the appropriate certification has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of evaluated performance, length of service and qualifications; and when all the factors that constitute evaluated performance and qualifications are equal, length of continuous service shall prevail.

c) Staff within the District may apply for posted new positions or assignments and will be interviewed by the Principal prior to the position being filled. A substitute or acting appointment may be affected by the Principal when deemed in the best interests of the District.

d) Any vacancies that occur in the summer months shall be sent to each member of the bargaining unit who requests such notice and provides sufficient teacher addressed envelopes. Notice will be made simultaneously with the posting of the same.

B. Involuntary Transfers

1. Definition - The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer. An involuntary transfer is a transfer not initiated by the employee's request.

2. Notice - Notice of an involuntary transfer or reassignment shall be given, in writing, to the affected employee with a copy to the Association as soon as practical but no later than June 15, except in cases of death, resignation or incapacitation.

3. Procedure - If an involuntary transfer or reassignment is necessary only employees certified in the subject/area and/or level to which the involuntary transfer is necessary, shall

be transferred.

4. Meeting to Appeal - An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, an Association representative and the Superintendent/Principal, at which time the employee and the Association will be given reasons for the involuntary transfer. Such involuntary transfers shall not be more than three (3) grade levels and shall be in the best educational interest of the School District.

## **ARTICLE XI REDUCTION IN FORCE**

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in its Article "Recognition," the Superintendent will take into consideration evaluated performance, length of service and qualifications; and when, in the opinion of the Committee, all the factors that constitute evaluated performance and qualifications are equal, length of continuous service shall prevail.

"Qualified" means that the teacher has on file with the office of the Superintendent evidence that he possesses the necessary qualifications or can obtain said qualifications by the effective date of his layoff. "Seniority" means a teacher's continuous length of service in years, months and days in the professional employment of member towns and of the Farmington River Regional School District. Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement. In cases of teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest number of recognized credits applicable to the vacancy (assignment) involved.

Teachers who are to be affected by reduction in staff will be notified, in writing, no later than June 15. Notice shall include the reasons for layoff.

Teachers who have been laid off shall be entitled to recall rights, which their certification permits them to occupy for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, teachers shall be notified by certified mail to their last address of record and given preference for positions as they develop in the inverse order of their respective layoff; and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, teachers who have been laid off shall be given every consideration for substitute work, if they so desire and express such desire in writing. Teachers called on to substitute will receive the same remuneration and benefits afforded other system substitutes.

The employee shall, within fourteen (14) calendar days following receipt of notice of recall by

certified mail to the last address of record file acceptance through return of a signed form provided by the employer, of his/her intention to return or not return, by certified mail. If such acceptance is not received by the Superintendent's office by the end of the (14) calendar days following receipt of notice of recall by certified mail, it shall be considered a declination on the part of the employee. A refusal of two (2) positions within the two (2) year period will result in said teacher being considered a new applicant for any future vacant or created position.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association no later than October 30 of each school year. Challenges to the list must be made by the Association prior to November 30 of each school year or the list will automatically become effective for the remainder of the school year. Provisions enumerated in the above Reduction-in-Force article apply to staff with professional status only except as addressed in paragraph #3.

## **ARTICLE XII DISCHARGE, DEMOTION, SUSPENSION**

Discharge, demotion, suspension or reduction of salaries of teachers, either with professional teacher status or non-professional teacher status, shall be as provided under Massachusetts General Laws, Chapter 71, as amended.

## **ARTICLE XIII RETIREMENT**

A teacher who is at least 50 years old and has at least ten years of service in the district or a teacher with twenty (20) or more consecutive years of service in the Farmington River Regional School District (member towns) will, on retirement, receive a one-time payment of 10% of their last year's salary.

Upon retirement, a teacher who is at least 50 years old and has at least ten years of service in the district or a teacher with twenty (20) or more consecutive years of service in the Farmington River Regional School District (member towns) shall be entitled to a retirement benefit under the following conditions:

- a) The applicant shall provide the School Committee with written notice on/before January 1<sup>st</sup> of the school year preceding retirement. Failure to meet this deadline shall result in incentive payments in a subsequent fiscal year.
- b) The Committee will not consider RIF or a Committee approved Leave of Absence as a break in consecutive years of teaching employment if within a maximum of two (2) years.

- c) The Committee will consider a retirement date to be effected at mid-year or end-of-year only.
- d) The Committee will grant divided lump sum payments of incentive monies in the final month of employment, one half (1/2), and in the first month of a new (subsequent) calendar year, one half (1/2), per contract notice. Or, at the discretion and written request of the teacher, the Committee will grant divided lump sum payments of incentive monies beginning in September of the fiscal year following retirement and disbursed over a period of up to three years, or sooner, depending on the wishes of the teacher.
- e) A retirement application received by the Committee on/before January 1<sup>st</sup> of the school year preceding retirement may be withdrawn prior to first payment, upon written request of the applicant and voted approval of the Committee, in cases of death, disability or long-term illness of spouse, only.
- f) Retirement for Accumulated Sick Time  
  
Teachers upon retirement will be reimbursed for accumulated sick time at a rate of \$40. Per- day.
- g) Severance Pay: The loss of job due to reorganization of staff positions will allow payment of 10% of the teacher's remaining (unused) sick leave to be multiplied by 1/184 of that staff member's final annual salary, maximum of \$3,000.

#### ARTICLE XIV PERSONAL INJURY

- A. Teachers shall report any injury to the Administration in writing within twenty-four (24) hours of its occurrence. The Administration will make every effort to assist teachers in handling children who lose control and are violent.  
  
Emergency procedures for handling such incidents will be set up in the school system for the protection of teachers and children involved.
- B. This report will be forwarded to the administrator which will comply with a request from the teacher for information in its possession relating to the incident or the persons involved, and will act as liaison between the teacher, the police and the courts.
- C. Teachers eligible for Workman's Compensation shall be paid the difference between their normal salary and Workmen's Compensation benefits as applicable to the Workmen's Compensation laws, provided they have sick leave days accrued. Deductions from

accrued sick leave days shall be in proportion to the percentage of school district compensation. In the event a teacher has none or exhausts sick leave accrual, no differential above Workmen's Compensation shall be paid.

## **ARTICLE XV INSURANCE**

- A. The District shall provide (85%) of the cost of a \$10,000 term life insurance policy, inclusive of accidental death and dismemberment insurance for the life of this Agreement. The District will further provide payroll deduction supporting optional coverage benefits. Said additional coverage to be paid solely by the employee.
- B. A plan under IRS Code Section 125 will be offered to employees, which reduces gross income, by insurance premium amounts for a lower net taxable base. The cost of establishing such a plan, if any, will be shared by the Association and the Committee.
- C. The District will provide Workman's Compensation, per statute and in accordance with the conditions of this agreement.
- D. The District and employees shall pay the following percentages herein provided for the cost of the following types of health insurance plans for the duration of this agreement.
  - (a.) Seventy Nine percent (79%) of the premium cost for a group HMO Blue New England Plan (HMO) and employees shall pay seventeen percent (21%) of the premium cost.
  - 2. Sixty Nine percent (69%) of the premium cost for a group PPO Blue New England Plan 2 (HMO) and employees shall pay nineteen percent (31%) of the premium cost.
- E. The Summary Plan Description for Each Plan Design is attached as Appendix F.
- F.
  - 1. The District may from time to time select and implement health insurance plans, select and discontinue health insurance plans and modify and change the provider, benefits, and all other provisions of all health insurance plans. No changes may be made to the percentage contribution set forth in D above. The District shall maintain plans that have substantially equivalent benefits to plans currently in existence. Changes may be made prior to bargaining the implementation and impact of the changes. However, after implementation, bargainable subjects relating to health insurance plans shall be bargained, if within six months of implementation the Association requests bargaining in writing.
  - 2. Notwithstanding the foregoing, if the Commonwealth of Massachusetts enacts

legislation affecting health insurance provided by the District for its employees which prohibits continuation of one or more of the aforementioned health insurance plans, then upon written request by either party to the other party within six months of the enactment of such legislation, the parties shall collectively bargain health insurance, increases to wages and other economic provisions of this collective bargaining agreement.

- G. Health Insurance Plans Premium Surcharge: For any year in which any health insurance plan premium increases more than 12%, a surcharge is added to the amount payable under paragraph D, by the enrolled employees in said health insurance plan. The surcharge is equal to one half of the dollar increase in excess of the 12% increase in premium. A surcharge can affect subsequent year rates, as a maximum increase of 12% per year is the only amount that the rates in paragraph D. apply to. If there are increases of less than 12%, then the rate would eventually revert back to the rates of paragraph D. (See example attached as Appendix A).
- H. A written description of the plans offered including coverage and limits will be available in the District Office. The District may, but need not, select and put into effect without further bargaining, such record plan(s) having such benefits and through such purchasing groups as the District shall from time to time elect to offer its employees.

## **ARTICLE XVI PAYROLL DEDUCTION**

The Committee will perform payroll deduction services as follows:

- 1.(a) Chapter 32B Insurance, Medical and Life Insurance, Massachusetts Teachers Retirement System and Social Security, Association Dues, Annuities, IRA's and an agreed Plan under IRS Code Section 125.
- (b) The Association will endeavor to limit the number of agencies used for deduction purposes, as enumerated in (a) above.
- 2. Payroll deductions may be made for other types of benefits required by statute or approved by the School Committee.
- 3. The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, any action taken by the Committee for the purposes of complying with the provisions of Section 1 above.
- 4. Payroll deduction authorizations, changes thereto, will be effected through the District

Administration offices from 9/1-10/1 each work year. Modifications as a result of changed marital status, new hire, loss or gain of a dependent, may be effected on the next subsequent payroll warrant with sufficient notice.

5. Each teacher shall receive annually, no later than October 1<sup>st</sup>, a salary statement which will indicate column placement, step, credits, annual salary and accumulated sick leave.

## **ARTICLE XVII SUBSTITUTE TEACHERS**

- A. To the extent possible, all substitute positions will be filled by certified teachers.
- B. If all efforts to procure a substitute prove futile, the administration will distribute absentee assignment needs within the teaching staff.

## **ARTICLE XVIII GENERAL**

A teacher signing a contract with another school system shall provide notice to the Superintendent within five (5) calendar days of signing and shall continue in their teaching assignment for up to thirty (30) calendar days unless a suitable replacement is secured, in which event a mutual release date must be agreed to by the Superintendent and the teacher.

Upon being hired, teachers new to the system will be given a copy of the current collective bargaining contract by the FRREA.

The District shall pay for all costs related to mandatory fingerprinting for current employees on record as of the time of ratification for one time only.

Approved minutes and advanced agendas of School Committee meetings will be sent to the President of the Farmington River Regional Educators Association, with the exception of all Executive Session information.

Recognizing the need for flexibility in scheduling of hours and other conditions of employment, the parties hereto agree that during the lifetime of this Agreement proposals may be exchanged from time to time which, if mutually acceptable, would be reduced to writing and implemented on a temporary basis until successor contract negotiations would deal with such matters on a permanent basis.

No employee will be disciplined, suspended, or discharged without just cause.

Adverse criticism of an employee by the employer or its agent shall be made in confidence and not in the presence of students or parents nor in other public gatherings. An administrator who

receives criticism which they believe is valid shall call it to the attention of the employee as soon as possible.

### APPOINTMENTS

Appointments to all positions will be made without regard to race, creed, color, religion, nationality, sex, age or marital status.

### CLASSROOM VISITATION

When parents or guardians request the opportunity to visit a classroom to observe a student, the scheduling of such visitation shall be through the building principal, following consultation with the affected employee.

## **ARTICLE XIX PLACEMENT**

### **A. Initial Placement:**

Any employee covered by the contract who is employed by the District during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he/she is first employed at the commencement of his/her employment, and such employee shall be placed upon that vertical level and horizontal level commensurate with employee's degree, experience, and graduate credits. Progression in subsequent years will be to the next successive step on the salary schedule following year one in the Farmington River Regional School District and in accord with other pertinent terms of the Contract.

### **B. System Entrance:**

Teachers who enter the system at other than the beginning of the school year will move the following year on the step schedule, provided that the teacher has taught for a minimum of ninety-five (95) days the previous school year and upon recommendation of the Superintendent.

## **ARTICLE XX IMPACT BARGAINING**

- A. The Committee will notify the Association of the intent to adopt a policy that may impact the wages, hours, and working conditions of employment.
- B. The Association may request a meeting within ten (10) days of such notice to discuss concerns such policy has on wages, hours and conditions of employment.
- C. The Committee, through designated persons, will meet as soon as possible, with the Association to negotiate the impact said policy has on the wages, hours and

conditions of employment, if unable to resolve concerns at the discussion level (#2).

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

## **ARTICLE XXI NO STRIKE CLAUSE**

In consideration of this Agreement and its terms and conditions, the Association and its officers, representatives and members shall not, during the term of this Agreement, engage in or condone any strike, slow-down, or work stoppage.

## **ARTICLE XXII PAST PRACTICE**

The wages, hours and other conditions of employment are subject to the provisions of this contract and will be applicable as expressly stated and agreed within the context of said contract.

## **ARTICLE XXIII LEGALITY OF PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, then such provision or application shall not be deemed valid, and subsisting, except to the extent permitted by law, but all other provisions or applications of the Agreement will continue in full force and effect. The parties will meet not later than fifteen (15) calendar days after any such finding for the purpose of renegotiating the provision or provisions affected.
- B. It is agreed and understood by the Committee and the Association that this Agreement has been entered into in good faith between the parties operating under the General Laws of Massachusetts. In executing this Agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.

## **ARTICLE XXIV NEGOTIATIONS PROCEDURE**

- A. During negotiations, the Committee and the Association will present and exchange relevant data, and points of view, and make proposals and counter proposals. Neither party will be restricted in the use of professional or lay consultants to assist

in the negotiations.

- B. If the negotiations described in Article 27 have reached impasse, the procedure described in Chapter 150E of the Acts of 1973, as amended from time to time, will be followed.

## **ARTICLE XXV SUCCESSOR AGREEMENT**

The Committee and the Association agree to enter into negotiations over a successor agreement by November 1, of the year prior to the successor agreement. If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain in force and effect until the successor agreement has been reached, reduced to writing and signed by the Committee and the Association.

## **ARTICLE XXVI DURATION**

- A. This Contract constitutes agreement in respect to teachers wages, hours and other conditions of employment and the School Committee will carry out the commitments contained herein and give them full force and effect.
- B. The provisions of the Agreement will be effective as of September 1, 2023, and will continue to remain in full force and effect until August 31, 2026.
- C. This Agreement shall be amended at any time by mutual consent of the Committee and the Association.

## **ARTICLE XXVII PROFESSIONAL IMPROVEMENT**

The Committee requires that members of the professional staff secure three (3) credits during each full three (3) year period of their employment with the district. Failure to attain three (3) credits within each three (3) school year period of an individual's employment with the Farmington River Regional School District will result in the employee remaining in present step until such time as the credit requirement is fulfilled. At this point, they will immediately proceed to the next subsequent step on the salary schedule in effect and they will begin a new three (3) school year employment cycle starting the following school year. Individuals hired mid-year will begin their employment cycle at the beginning of the following school year.

Credits must be in an appropriate field, and receive advance approval by the Superintendent of

Schools on a form to be provided and maintained in each individual's personnel file. Professional contract members who are enrolled in an approved (certified) master's program are exempt from seeking approval from the Superintendent. Teachers, however, will inform or fill out a form alerting the Superintendent/Principal that they are taking, or have successfully completed, each course. Approved credits in sufficient number will suffice for horizontal movement on the professional salary schedule. This movement can occur on September 1 or on January 1 upon course completion. All step movement will occur on September 1.

Each year the budget will contain money for professional development. One-third of this amount will be set aside for workshops, two-thirds will be used for tuition reimbursements.

- A. Workshops: The District will provide for school-wide workshops required to maintain curriculum currency under Education Reform. The District will also support individual attendance at workshops that help maintain curriculum currency. These workshops must have prior administrative approval.
- B. Courses: Professional development money will also be used to reimburse teachers for coursework.
  - 1. Teachers will be reimbursed for at least one approved, successfully completed course each school year. Those teachers enrolled in a Master's Degree will be reimbursed for three approved, successfully completed courses each school year: one course in the fall, one in the spring, and one in the summer. The amount of reimbursement will equal the cost of the course as indicated on the bill submitted by the teacher, not to exceed the current tuition rate at Westfield State College.
  - 2. Teachers must apply for the first course approval by January 15.
  - 3. Staff will be notified by January 21 if there is money available for second course reimbursement.
  - 4. The money will be distributed on a prorated basis to all those who have taken or who plan to take a second course.
  - 5. If money is still available, the same procedure will be followed for third courses.
- C. Professional Development Points Applied to Column Movement:
  - 1. In order to qualify for column movement PDP's must be earned in clusters of 15 or more (15 PDPs = 1 college credit). These PDP's must be the result of a single, coordinated series of workshops or a non-credit course that has prior administrative approval.

2. There will be a limit of 60 PDP's (4 college credits) allowed for each column movement.

## **ARTICLE XXVIII HEALTH AND SAFETY**

The School Committee recognizes its responsibility to provide a safe and healthful workplace, free from 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 appropriate 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 make a good faith effort 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 or for attempting to ameliorate an unsafe or unhealthy working condition.

## **ARTICLE XXIX PROFESSIONAL DEVELOPMENT COMMITTEE**

### **Professional Development Committee (PDC)**

- a. The members of the Farmington River Regional Educators Association and the Farmington River School Committee believe it is in the best interest of the Farmington River Public School Community for the teaching staff, educational support professionals (ESPs), and administration to work collaboratively in order to determine activities that best reflect the needs of individual teachers/ESPs, the instructional needs of the students, and areas of need as identified in the school and district improvement plans and other measures of school and district effectiveness.
- b. The PDC will be formed each academic year consisting of professional and ESP staff that must include FRREA representation, school administrators, and the Superintendent or designee. It will convene as needed to examine research and data, discuss training needs, and design/modify the annual and long-range strategic plans for the district. The PDC shall ensure that sufficient time needed to complete the state, District, and any other mandatory training shall be provided to bargaining unit members for professional development time during the workday. They shall also develop and implement an evaluation instrument to be used to assess the professional development programs presented. The recommended plan shall be developed with input from the PDC in collaboration with the Director of Curriculum, Instruction and Professional Development. Prior to implementation, the Director of Curriculum, Instruction and Professional Development shall send the final proposed Professional Development plan to the PDC for

review. The District shall make the final determination concerning the content of Professional Development.

- c. The PDC will ensure that the District will provide PDP Certificates for all Professional Development Workshops that staff attend during District provided training. These certificates will be issued within thirty (30) days of the completion of the training and in no case later than the end of the school year.
- d. There shall be at least four (4) meetings, beginning with the 2023-2024 school year, and the first meeting shall be scheduled within the first six (6) weeks of school. The meeting schedule for the year shall be established at the first meeting.
- e. Staff membership on this committee will be organized by the FRREA. Staff participation will be completely voluntary.

### **ARTICLE XXX LONGEVITY**

**This provision shall begin in the 2024-2025 school year.**

- A. Professional staff members who have completed service in the Farmington River Regional School District as indicated below will be entitled to the following annual longevity payment:

<b>Years of Service</b>	<b>Longevity Amount</b>
10-14	\$600
15-19	\$900
20-24	\$1,200
25+	\$1,500

- B. Employees who are new to the District and hired within the first twenty (20) school days shall have their first year counted as a full school year of service.

SIGNATURE PAGE

In Witness Whereof, the parties set their hands and seals this day, August 16, 2023.

FOR THE FARMINGTON RIVER REGIONAL SCHOOL COMMITTEE:

Denise R. Hardie

Chairperson

8-16-2023

Date

FOR THE FARMINGTON RIVER REGIONAL EDUCATORS ASSOCIATION:

Sarah Tracy

Co-Chairperson

8/10/23

Date

Rebecca E. Hamill

Co-Chairperson

8-10-23

Date

APPENDIX A  
Hypothetical Table Demonstrating  
The Health Insurance Surcharge Calculation

THE STARTING PREMIUM AND  
PERCENTAGE INCREASES ARE MADE  
UP!

Hypothetical Example of an HMO Family Plan:

A	B	C	D	E	F	G	H	I	J	K	L
2002	10%	8000	8000	6800	1200	0	0	0	6800	1200	85/15
2003	18%	9440	8960	7616	1344	480	240	240	7858	1584	83.2/16.8
2004	14%	10762	10035	8530	1505	727	364	364	8894	1869	82.6/17.4
2005	6%	11408	11239	9553	1686	169	84	84	9637	1770	84.5/15.5
2006	6%	12092	12092*	10278	1814	0	0	0	10278	1814	85/15

The amount in Column D will never exceed that in column C. When they are equal the ratio is back to the amount agreed to without a surcharge.

Column: A = The Fiscal Year-In this case FY03 is the first year with an increase over 12%. Until FY03, C=D.

B = The total %age increase for each year.

C = The total annual premium for the plan in dollars.

D = This is the non-surcharged portion of the insurance premium and is limited to no more than a 12% increase over the amount in column D from the previous year. This number is not a 12% increase of the prior year's total premium (column C). Prior years (Column D) x 1.12 or the number in column C whichever is lower.

E = The District's share of the amount in column D. (column D amt.) x .85 for an HMO or .75 for the PPO

F = The Employee's share of the amt. in Column D. (column D amt.) x .15 or .25 as above.

G = The amount of premium not in column D. Subtract column D from column C.

H = The district's share of Column G (column G) x 0.5 (50%)

I = The employee's share of Column G (column G) x 0.5 (50%)

J = The district's total premium payment column E + column H

K = The employee's total premium amt. Column F + Column I

L = The percentage amounts for that particular year Column J/Column C and  
Column K/Column C

The amount in columns G, H, and I are the surcharge amounts. This is the amount above a maximum annual 12% increase in insurance premium.

**APPENDIX B**  
**Farmington River Regional District Educators Association**  
**Salary Schedule**  
**2023-2024**  
**3.5% Increase**

<b>Step</b>	<b>Bachelor's</b>	<b>Bachelor's + 15 Credits</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30/ CAGS</b>	<b>M+45/ CAGS+15</b>
1	\$45,442	\$47,656	\$51,539	\$55,419	\$59,296	\$63,178
2	\$46,994	\$49,210	\$53,090	\$56,969	\$60,849	\$64,731
3	\$48,546	\$50,761	\$54,643	\$58,521	\$62,401	\$66,284
4	\$50,098	\$52,314	\$56,195	\$60,072	\$63,951	\$67,834
5	\$51,871	\$54,087	\$57,967	\$61,847	\$65,726	\$69,605
6	\$53,645	\$55,860	\$59,740	\$63,741	\$67,502	\$71,381
7	\$55,419	\$57,632	\$61,513	\$65,392	\$69,273	\$73,159
8	\$57,191	\$59,410	\$63,289	\$67,165	\$71,045	\$74,927
9	\$59,185	\$61,402	\$65,286	\$69,162	\$73,041	\$76,920
10	\$61,181	\$63,397	\$67,279	\$71,157	\$75,035	\$78,916
11	\$63,178	\$65,392	\$69,273	\$73,155	\$77,032	\$80,911
12	\$65,171	\$67,387	\$71,266	\$75,148	\$79,030	\$82,909
13	\$67,387	\$69,604	\$73,481	\$77,363	\$81,245	\$85,125
14	\$68,941	\$71,824	\$75,702	\$79,577	\$83,458	\$87,342
15		\$74,035	\$77,918	\$81,796	\$85,677	\$89,557
16		\$75,588	\$80,135	\$84,011	\$87,892	\$91,775
17			\$81,688	\$85,565	\$89,445	\$93,328

**BASE SALARY SCHEDULE - GENERAL CONDITIONS:**

B+36, B+51, B+66 will exist only for staff in position January 1, 1992, within the Farmington River Regional School District or its member towns. New staff 92-93 forward, will be placed on M, M+15, M+30/CAGS vertical column only when said status is secured and documented to the Administration.

Staff hired, school year 92-93 forward, will be subject to reaching maximum vertical movement at the B, Step 10, B+15, Step 12 and M, Step 14. Present (91-92) staff may progress to the maximum step of each vertical column on the approved schedule when all other conditions of the contract have been fulfilled.

For teachers hired prior to January 1, 1992 and in the B+36 or B+51 categories, who obtain a Masters' Degree, graduate coursework, not included as part of the Masters' program, will be counted toward column movement.

**APPENDIX B**  
**Farmington River Regional District Educators Association**  
**Salary Schedule**  
**2024-2025**  
**3.5% Increase**

Step	Bachelor's	Bachelor's + 15 Credits	Masters	M+15	M+30/ CAGS	M+45/ CAGS+15
1	\$47,033	\$49,324	\$53,343	\$57,359	\$61,371	\$65,389
2	\$48,639	\$50,933	\$54,948	\$58,963	\$62,978	\$66,997
3	\$50,245	\$52,538	\$56,555	\$60,569	\$64,585	\$68,604
4	\$51,851	\$54,145	\$58,162	\$62,175	\$66,190	\$70,208
5	\$53,686	\$55,980	\$59,995	\$64,012	\$68,027	\$72,041
6	\$55,522	\$57,815	\$61,831	\$65,971	\$69,865	\$73,879
7	\$57,359	\$59,649	\$63,666	\$67,681	\$71,698	\$75,719
8	\$59,193	\$61,489	\$65,504	\$69,516	\$73,531	\$77,550
9	\$61,256	\$63,551	\$67,571	\$71,583	\$75,598	\$79,612
10	\$63,323	\$65,616	\$69,634	\$73,647	\$77,661	\$81,679
11	\$65,389	\$67,681	\$71,698	\$75,715	\$79,728	\$83,743
12	\$67,452	\$69,746	\$73,761	\$77,778	\$81,796	\$85,811
13	\$69,746	\$72,040	\$76,053	\$80,071	\$84,089	\$88,105
14	\$71,354	\$74,338	\$78,351	\$82,362	\$86,379	\$90,399
15		\$76,627	\$80,645	\$84,659	\$88,676	\$92,692
16		\$78,234	\$82,939	\$86,951	\$90,968	\$94,987
17			\$84,547	\$88,560	\$92,576	\$96,594

**BASE SALARY SCHEDULE - GENERAL CONDITIONS:**

B+36, B+51, B+66 will exist only for staff in position January 1, 1992, within the Farmington River Regional School District or its member towns. New staff 92-93 forward, will be placed on M, M+15, M+30/CAGS vertical column only when said status is secured and documented to the Administration.

Staff hired, school year 92-93 forward, will be subject to reaching maximum vertical movement at the B, Step 10, B+15, Step 12 and M, Step 14. Present (91-92) staff may progress to the maximum step of each vertical column on the approved schedule when all other conditions of the contract have been fulfilled.

For teachers hired prior to January 1, 1992 and in the B+36 or B+51 categories, who obtain a Masters' Degree, graduate coursework, not included as part of the Masters' program, will be counted toward column movement.

**APPENDIX B**  
**Farmington River Regional District Educators Association**  
**Salary Schedule**  
**2025-2026**  
**3.5% Increase**

<b>Step</b>	<b>Bachelor's</b>	<b>Bachelor's + 15 Credits</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30/CAGS</b>	<b>M+45/CAGS+15</b>
1	\$48,679	\$51,051	\$55,210	\$59,367	\$63,519	\$67,678
2	\$50,341	\$52,716	\$56,871	\$61,027	\$65,183	\$69,342
3	\$52,004	\$54,377	\$58,535	\$62,689	\$66,845	\$71,005
4	\$53,666	\$56,041	\$60,197	\$64,351	\$68,506	\$72,666
5	\$55,565	\$57,940	\$62,095	\$66,252	\$70,408	\$74,562
6	\$57,465	\$59,839	\$63,995	\$68,280	\$72,310	\$76,465
7	\$59,367	\$61,736	\$65,894	\$70,050	\$74,207	\$78,370
8	\$61,265	\$63,641	\$67,797	\$71,949	\$76,105	\$80,264
9	\$63,400	\$65,776	\$69,936	\$74,088	\$78,244	\$82,398
10	\$65,539	\$67,912	\$72,071	\$76,225	\$80,379	\$84,537
11	\$67,678	\$70,050	\$74,207	\$78,365	\$82,518	\$86,674
12	\$69,812	\$72,187	\$76,342	\$80,500	\$84,658	\$88,814
13	\$72,187	\$74,561	\$78,714	\$82,874	\$87,032	\$91,189
14	\$73,852	\$76,940	\$81,093	\$85,244	\$89,402	\$93,563
15		\$79,309	\$83,468	\$87,622	\$91,779	\$95,936
16		\$80,972	\$85,842	\$89,994	\$94,152	\$98,312
17			\$87,506	\$91,659	\$95,816	\$99,975

**BASE SALARY SCHEDULE - GENERAL CONDITIONS:**

B+36, B+51, B+66 will exist only for staff in position January 1, 1992, within the Farmington River Regional School District or its member towns. New staff 92-93 forward, will be placed on M, M+15, M+30/CAGS vertical column only when said status is secured and documented to the Administration.

Staff hired, school year 92-93 forward, will be subject to reaching maximum vertical movement at the B, Step 10, B+15, Step 12 and M, Step 14. Present (91-92) staff may progress to the maximum step of each vertical column on the approved schedule when all other conditions of the contract have been fulfilled.

For teachers hired prior to January 1, 1992 and in the B+36 or B+51 categories, who obtain a Masters' Degree, graduate coursework, not included as part of the Masters' program, will be counted toward column movement.

## APPENDIX C COMPENSATION

For the duration of this contract the following stipends will be paid for each of the following positions:

Position	2023-2024	2024-2025	2025-2026
Sixth Grade Yearbook (1)	\$439	\$454	\$470
Fundraising for Class trip (1)	\$439	\$454	\$470
Coordinating class trip including meetings with parents (1)	\$439	\$454	\$470
Recognition Night (1)	\$439	\$454	\$470
Nature's Classroom Coordinators (2)	\$1,098	\$1,137	\$1,176
Mentor Teacher	\$615	\$636	\$659
Intramural Coach – 1 day per week	\$1,318	\$1,367	\$1,411
Intramural Coach – 2 days per week	\$2,307	\$2,388	\$2,471
School Newspaper (per edition, up to 4 issues per year)	\$384	\$397	\$411
Director of All-School Musical	\$1,098	\$1,137	\$1,176

Summer Technology Director – ten (10) days at the per diem rate of the prior school year

The following position shall receive the hourly rate of \$50.00 per hour:

- Summer school coordinator and teachers.
- Student council coordinator (1) for one hour per week for up to 30 weeks after school hours.
- Robotics coordinator(s) - (no more than 2) - for up to 30 weeks after school hours.
- Chess Club coordinator - \$50.00 per hour
- Snowshoe Club coordinators - \$50.00 per hour
- School Band Director (after school) - \$50.00 per hour, not to exceed four (4) hours per week.

The School Committee retains the right to create and approve any additional after-school programs at the hourly rate of \$50.00.

On September 1<sup>st</sup> of every school year, the Superintendent will post in the Teachers' Room the list of extra pay positions, as delineated above. Teachers will have 3 weeks to submit their letter of intent to the Principal who will appoint staff to these extra pay positions by October 1<sup>st</sup> of every school year. The only exceptions are the summer school coordinator and

teachers which will be posted in the month of June, if administration determines the need for summer school.

## **APPENDIX D**

### **MENTOR PROGRAM**

A teacher mentor will be available for new teachers and for teachers that have been assigned to a new grade level and/or subject area. When possible, mentors will be matched with protégées from the same grade/subject area. The District, as described in the FRRSD Mentoring Handbook,\* will train mentor candidates, select mentors, pair mentors with protégée's, outline topics to be covered throughout the mentoring year and include all selected teacher mentors in all new teacher training activities. The teacher mentor will provide assistance and guidance for no less than the duration of the school year and shall be paid the allotted stipend (see Appendix C) upon submission of the District-created Mentor log sheet to the Superintendent at the conclusion of the school year.

In general, mentors will not discuss their protégés' teaching performance with anyone, including school and district administrators, except under the following conditions:

1. Mentors, with the protégé's knowledge and permission, may discuss the protégé's training needs with resource professionals whose job it is to help teachers. (For example, if the novice needs help in designing lessons that incorporate computer use, the district instructional technology teacher may be consulted for help and advice.)
2. Mentors, with the protégé's knowledge, may discuss safety concerns and civil rights with appropriate administrators if, in the mentor's professional judgment, physical safety of the students are at risk.

♦Handbook contents can be revised by mutual agreement.

School Committee agrees to Mentor Teacher Stipend in accordance with the Appendix C stipend grid per year, per mentee. Coverage will be provided to the mentor during the school day as needed.

APPENDIX E

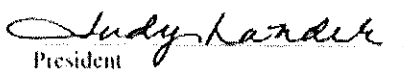
MEMORANDUM OF AGREEMENT

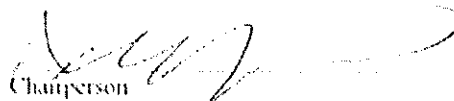
Article VII, B. 7

Should the District contemplate any changes regarding the current preparation time practice, the District will notify the Association and initiate bargaining.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEE

  
President

  
Chairperson

5/26/11  
Date

6/6/11  
Date

APPENDIX F

**MEMORANDUM OF AGREEMENT  
RETIREMENT HEALTH INSURANCE**

The Farmington River Regional School District and the Farmington River Regional Teachers Association hereby agree to the following:

The Farmington River Regional School District will vote, prior to September 1, 1999, the appropriate sections of Chapter 32B to provide for retirement health insurance for district employees. This retirement insurance will be at the rate in force in the district at the time that a person retires and provide for family coverage if the employee has family coverage at the time of retirement. The Farmington River Regional Teachers Association agrees that teachers will work 184 days in the school year 1999-2000, but be compensated for 183 days.

FARMINGTON RIVER REGIONAL SCHOOL DISTRICT

By Susan Malone Title Chair

Date 4-26-99

FARMINGTON RIVER REGIONAL TEACHERS ASSOCIATION

By Cathy Leitch Title HTA President

Date 4/28/99

**Appendix G**

**Farmington River Regional School District**

***Farmington River Regional School District  
Model System for Educator Evaluation***

**This model is an adapted version of the Massachusetts  
Department of Elementary & Secondary Education Model  
System for Educator Evaluation**

**April 2013**

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**Farmington River Regional School District**

555 North Main Road, Otis, MA 01253

Phone 413-269-4466

[www.frrsd.org](http://www.frrsd.org)

# Appendix C. Teacher and Caseload Educator Model Contract Language

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## Appendix C: Teacher and Caseload Educator Contract

### 1) Purpose of Educator Evaluation

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence.

## Appendix C: Teacher and Caseload Educator Contract

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

- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. District leadership teams and the Association shall create review processes for input into district determined measures which shall then be referred to respective negotiating teams. (The parties will also consider absenteeism and other extenuating circumstances when collaboratively determining, reviewing and evaluating measures. The parties will discuss class size and make-up)
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator one school year or less for Educators with PTS who are rated needs improvement. who are rated overall needs improvement on their summative evaluation. Teachers who successfully complete a Directed Growth Plan shall be placed on a Self-Directed Growth Plan in the next cycle. If by June 1<sup>st</sup>, the Educator does not receive a rating of proficient or exemplary, he or she shall be rated unsatisfactory and shall be placed on an Improvement Plan for the next academic year.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no less than 30 instructional days and no more than one school year for Educators with PTS who are rated

## Appendix C: Teacher and Caseload Educator Contract

unsatisfactory after completing a direct growth plan with goals specific to improving the Educator's unsatisfactory performance and for the length of time that it would reasonably take to achieve said goals. In those cases where an educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, *by mutual agreement*.

- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. The evaluator can be the Superintendent and/or the Principal
  - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set

## Appendix C: Teacher and Caseload Educator Contract

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. *Any demonstration of student knowledge and skill attainment, which may include, but are not limited to informal demonstration of student understanding along with associated rubrics, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when guidance is offered by the state).* This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator of at least 10 minutes in duration and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge and consent of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

## Appendix C: Teacher and Caseload Educator Contract

- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students

## Appendix C: Teacher and Caseload Educator Contract

- iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low

### **3. Evidence Used In Evaluation**

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

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

## Appendix C: Teacher and Caseload Educator Contract

- 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 10 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.

### **EE) Evidence relevant to one or more Performance Standards, including but not limited to:**

- i) Evidence compiled and presented by the Educator, including :
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;

## **Appendix C: Teacher and Caseload Educator Contract**

- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

### **4) Rubric**

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

### **5) Evaluation Cycle: Training**

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

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

### **6) Evaluation Cycle: Annual Orientation**

- a. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators who are new to the district and Evaluators focused substantially on educator evaluation. Previously trained members may request or be requested to be included in the training. The superintendent, principal or designee shall:
  - i. Provide an overview of the evaluation process, including goal setting and the educator plans.

## Appendix C: Teacher and Caseload Educator Contract

- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

#### **a. Completing the Self-Assessment**

- i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 15th or within six weeks of the start of their employment at the school.
- ii. The self-assessment includes:
  - 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - 2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - 3. Proposed goals to pursue:
    - a. At least one goal directly related to improving the Educator's own professional practice.
    - b. At least one goal directed related to improving student learning.

#### **b. Proposing the goals**

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- a. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
  - i. *Educators will be provided time to engage in the goal setting process and to develop Educator plans during collaborative planning time and professional development days.*
  - ii. *Team time must be provided to consider team goals.*
  - iii. *Consultation time with Specialists may be required to complete Educator goals.*
  - iv. *Time provided as referenced above will not interfere with preparation time or Educator lunch - unless it is a contractual lunch meeting.*
- b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- c. Educator Plan Development Meetings shall be conducted as follows:

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

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- c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

### 11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15 for non-PTS teachers and December 15 for teachers with PTS. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

#### A) Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- iv) *The Evaluator shall signify that she/he is conducting an unannounced observation by making his/her presence and intent known visually or verbally, or after the observation by mutual agreement.*

#### B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

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- a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

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

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

c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

- d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1<sup>st</sup>) Describe the basis for the Evaluator's judgment.

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

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

(4<sup>th</sup>) State that the Educator is responsible for addressing the need for improvement.

(5<sup>th</sup>) The Evaluator and Educator must sign the observation form.

(6<sup>th</sup>) The Educator may attach a letter and/or evidence to the observation.

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(7<sup>th</sup>) The Educator's signature does not necessarily indicate agreement with the contents.

### **12)Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

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

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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.

### 3) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

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- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### **15) Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

- i) At least one goal related to improvement of practice tied to one or more Performance Standards;
- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action

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research, curriculum development, study groups with peers, and implementing new programs.

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

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The Length of the plan shall be one full school year.

C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

D) 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.

E) 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.

F) 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. The teachers could reasonably be expected to accomplish the goals of the plan, but not less than 30 instructional days and no more than one school year.

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### **19) Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory in the previous year's Directed Growth Plan.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no less than 30 instructional days and no more than one year following the summative evaluation on a directed growth plan, for the length of time it would reasonably take to achieve goals of said plan. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins, if mutually acceptable. However, this shall not be included in the lengths of time referenced above.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

- i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- ii. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

G) The Improvement Plan shall:

- iii. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- iv. Describe the activities and work products the Educator must complete as a means of improving performance;
- v. Describe the assistance that the district will make available to the Educator;

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- vi. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- vii. 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);
- viii. Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator; and other individuals agreed upon by the parties.
- ix. Include the signatures of the Educator and Supervising Evaluator.

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

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

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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Activity:	Completed By: 1 year plan	Completed By: 2 year plan
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 30</i>	<i>September 30 (Year 1 of 2)</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 15	October 15 (Year 1 of 2)
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 30	October 30 (Year 1 of 2)
Evaluator completes (reviews and signs off) Educator Plans	November 15	November 15 (Year 1 of 2)
Evaluator should complete first observation of each Educator	November 15 – w/o PTS December 1 – PTS	November 15 – w/o PTS December 1 – PTS
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>	<i>May 5* (Year 1 of 2)</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>	<i>June 1 (Year 1 of 2)</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>	<i>June 1 (Year 1 of 2)</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>	<i>April 20* (Year 2 of 2)</i>
Evaluator completes Summative Evaluation Report	May 15	May 15 (Year 2 of 2)
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1	June 10 (Year 2 of 2)

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Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10	June 10 (Year 2 of 2)
Educator signs Summative Evaluation Report and adds response, if any within 14 calendar days or on/before the last day of school of receipt.	Last Day of School Year	Last Day of School Year

### 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 Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

### B) Educators with PTS on a One Year Directed Growth Plan

Activity	Completed By:
Formative Assessment Meeting	February 1
Formative Assessment Report	February 15
Summative Evaluation Meeting and Report	May 15

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

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

## 21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance

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Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

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

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

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

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

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

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

### **25. Transition from Existing Evaluation System**

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

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- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

### **26. General Provisions**

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

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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.

The parties agree to adapt the DESE Massachusetts Model System for Educator Evaluation 2012-2013 school year for use in the evaluation process.

- G) Student input into educator evaluation, staff input into administrator evaluation, district determined measures, and all other terms and conditions of this evaluation process subject to bargaining shall be negotiated upon DESE guidance and shall be implemented by mutual agreement.
- H) The contents of all observations, formative and summative evaluations shall be kept within the employee personnel files. All contents of evaluations shall be kept confidential except from appropriate administrators, those with a legal right to access, and the specific employee. The employee may give permission to allow other individuals access.



## SUMMARY OF BENEFITS



# Network Blue New England<sup>SM</sup> \$300 Deductible

With Hospital Choice Cost Sharing  
Plan Year Deductible: \$300/\$900



This health plan option includes a tiered network feature called Hospital Choice Cost Sharing. As a member in this plan, you will pay different levels of cost share (such as copayments and/or coinsurance) for certain services depending on the network general hospital you choose to furnish those covered services. For most network general hospitals, you will pay the lowest cost sharing level. However, if you receive certain covered services from any of the network general hospitals listed in this Summary of Benefits, you pay the highest cost sharing level. A network general hospital's cost sharing level may change from time to time. Overall changes to add another network general hospital to the highest cost sharing level will happen no more than once each calendar year. For help in finding a network general hospital (not listed in this Summary of Benefits) for which you pay the lowest cost sharing level, check the most current provider directory for your health plan option or visit the online provider search tool at [www.bluecrossma.com/hospitalchoice](http://www.bluecrossma.com/hospitalchoice). Then click on the Planning Guide link on the left navigation to download a printable network hospital list or to access the provider search page.



This health plan meets Minimum Creditable Coverage Standards for Massachusetts residents that went into effect as of January 1, 2014, as part of the Massachusetts Health Care Reform Law.

As Required by Public Law 111-149, Health Care Reform Law



## Your Care

### Your Primary Care Provider:

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYNs, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com), consult the Provider Directory, or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a JMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission-Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals". See the chart on opposite page for cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you see referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center—Salem Campus
- North Shore Medical Center—Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center—Memorial Campus
- UMass Memorial Medical Center—University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$300 per member (or \$900 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered medical services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

## Your Medical Benefits

Plan Features	
Plan-year deductible	\$3,001 per member \$9,000 per family
Plan-year out-of-pocket maximum	\$9,000 per member \$9,000 per family
Covered Services	
Preventive Care Well child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
Hearing Care Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$6,000 per ear every 36 months)	All charges beyond the benefit maximum
Other Outpatient Care Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Mental health and substance abuse treatment	\$20 per visit, no deductible
Office visits • When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife • When performed by other network providers	\$20 per visit, no deductible \$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment: speech therapy	\$20 per visit, no deductible
Surgery and related anesthesia in an office • When performed by your PCP or OB/GYN • When performed by other network providers	\$20 per visit*, no deductible \$60 per visit*, no deductible
Diagnostic X-rays and other imaging tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible
Prosthetic devices	Nothing after deductible
Home health care and hospice services	Nothing after deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$900 per admission after deductible
Inpatient Care (including maternity care) • In other general hospitals (as many days as medically necessary) • In higher cost share hospitals (as many days as medically necessary)	\$275 per admission after deductible† \$1,500 per admission after deductible†
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 46 days per calendar year)	20% coinsurance after deductible

\* Does not apply when the above reimbursement is provided as part of coverage when both rates are for the treatment of an orthopedic condition.

† Copayment waived for emergency care services and anesthesia provided in ambulatory surgical centers for non-emergency age 18 local conditions of admission and deductible.

\*\* For observation or short-term stays only.

† This coverage applies to mental health admissions via general hospital.

Prescription Drug Benefits	Your Costs
Plan-year out-of-pocket maximum	\$1,000 per member \$2,000 per family
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$30 for Tier 2 \$65 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$25 for Tier 1** \$75 for Tier 2 \$165 for Tier 3

\* See your benefit description for additional details.

\*\* See your benefit description for details.

## Get the Most from Your Plan.

Visit us at [www.bluecrossma.com/memberscentral](http://www.bluecrossma.com/memberscentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid for privately owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers, YMCAs, YWCAs, Jewish Community Centers and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid for a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
<b>Blue Care Line®</b> A 24-hour nurse line to answer your health care questions—call 1-800-247-BLUE (2583)	No additional charge

## Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com).

Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions:** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery, custodial care, most dental care, and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

Please note: Blue Cross and Blue Shield of Massachusetts, Inc., administers claims payment only and does not assume financial risk for claims.

Blue Cross and Blue Shield of Massachusetts is a Blue Cross and Blue Shield member company. Blue Cross and Blue Shield of Massachusetts are not licensed in the following states: Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. For more information, please visit [www.bluecrossma.com](http://www.bluecrossma.com).

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