

AGREEMENT BETWEEN
THE SOUTHERN BERKSHIRE REGIONAL
SCHOOL DISTRICT

AND

THE SOUTHERN BERKSHIRE REGIONAL
EDUCATION ASSOCIATION

UNIT A

TEACHERS AND OTHER PROFESSIONAL STAFF

SEPTEMBER 1, 2018 - AUGUST 31, 2021

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ARTICLE I
RECOGNITION

Subject to any applicable provision of State or Federal law or regulation now or hereafter in effect, the Southern Berkshire Regional School Committee, hereinafter referred to as the Committee, recognizes the Southern Berkshire Regional Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative of employees in the following unit:

UNIT A All duly appointed, half-time or more, professional licensed day classroom teachers including those who are members of the Office of Student Services staff, library/media, guidance, dean of students, math coach, and school nurses, hereinafter referred to as teachers, but excluding all other employees of the District.

ARTICLE II
RIGHTS OF COMMITTEE

The exercise by the Committee, Superintendent and Principals of any of the following rights shall not alter any of the specific provisions of this Agreement.

The parties agree that the operation of the Southern Berkshire Regional School District, the supervision of the employees and of their work are the rights of the Committee, its Superintendent and Principals alone. Accordingly, subject to the provisions of this agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed and of employee competency; the hiring, transfer, promotion, demotion, lay-off and recall of employees; discipline or discharge of employees for just cause, provided that such just cause standard shall apply to only those employees with professional status, as defined by the Massachusetts Education Reform Act of 1993, are rights of the Committee in determining policy, the rights of the principals with the approval of the Superintendent in all operational matters, including the discipline of staff.

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

Section A

1. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied, except that the term "grievance" shall not apply to any matter in which the School Committee is subject to the jurisdiction or direction of an outside agency or in which the School Committee is otherwise powerless to act. A grievance may be filed by an employee in his/her own name or by the Association on behalf of and with the consent of the aggrieved employee. Where any unit member claiming to be aggrieved elected to pursue any claim against the Committee or its representative pursuant to the provisions of this or the next succeeding Article, such method of grievance resolution shall be sole and exclusive procedure for resolving such claim, notwithstanding any provisions of laws or regulations prescribing or permitting another method of review.

Section B: Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees and which are covered by the contract.
2. Nothing herein contained will be construed as limiting the right of any Unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

Section C: Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, the time limits specified may, except for the initial filing period, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

An aggrieved employee under the immediate supervision of a principal/director shall present the grievance in writing, directly or through the Association, to his/her principal/director within sixteen (16) business days after the alleged act or omission. The grievance shall be orally discussed by the principal/director and

- a. the aggrieved person; or
- b. the aggrieved person in the company of a representative of the Southern Berkshire Regional Education Association; or
- c. The aggrieved person in the company of any other personal representation; or
- d. the representative of the Southern Berkshire Regional Education Association provided the aggrieved person gives written approval; or
- e. any other personal representative of the aggrieved person provided the aggrieved person gives written approval.

In the case of employees not under the immediate supervision of a principal/director, the grievance procedure shall commence on the Superintendent's level (Level Two). The time limits and representation stipulations of this section shall apply.

2. Level Two

- [a] If not satisfied with the disposition of the grievance at Level One or, if no decision has been rendered within ten (10) business days after presentation of the grievance, the aggrieved person or the Association may thereafter file the grievance with the Superintendent within eight (8) business days after the decision of the principal or twelve (12) business days after submitting it to the principal, whichever is shorter.
- [b] The Superintendent will meet with the aggrieved person and/or a representative of the Association within eight (8) business days after the Superintendent receives the grievance in an effort to resolve it.

3. Level Three

If not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days after the Level Two meeting with the Superintendent, the Association may refer the grievance to the School Committee at its next regularly scheduled meeting, which will meet with the aggrieved person and a representative of the association, if the aggrieved person so desires, for the purpose of resolving the grievance.

Section D: Miscellaneous

Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the School Committee or of the applicable member of the administration of the Southern Berkshire Regional School district at the last level in which the grievance was discussed and shall not thereafter be subject to further processing.

Section E

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

Section F

The School Committee and the Administration will cooperate with the Association in its investigation of a grievance.

ARTICLE IV **ARBITRATION**

Section A

In the event that the grievance has not been satisfactorily settled at Level Three, or in the event that no decision has been rendered within eight (8) business days after the Level Three meeting, the Association may submit the matter to arbitration under the voluntary arbitration rules and regulations of the Board of Conciliation and Arbitration. The request or demand for arbitration must be in writing and must be filed with the Board of Conciliation and Arbitration not later than seven (7) calendar days after the Committee's Level Three response or fourteen (14) calendar days from the date of the Level Three meeting, whichever period is shorter. Failure to file a request for arbitration within this time limitation shall be expressly understood by the parties to mean that the grievance has been settled on the basis of the decision on the grievance last reached by the Committee or the applicable member of the Administration, and a grievance not timely taken to arbitration shall not thereafter be subject to any further processing.

Section B

The arbitrator designated shall hear and decide only one (1) grievance in each case under the Rules of the American Arbitration Association. The award shall be final and binding as provided by law but (s)he shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement. The decision of the arbitrator shall rule only on the interpretation of the grievance as it relates to the contract.

Section C

The decision of the arbitrator shall be in writing, setting forth his/her conclusion and the reasons therefore. The cost of the arbitrator shall be borne equally by the Committee and the Association, including any per diem and necessary travel expenses of the arbitrator.

Section D

Any of the above time limits may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing.

ARTICLE V **GENERAL**

Section A

The contract of an employee with professional status will not be terminated by the Principal/Superintendent except in accordance with the provisions of the General Laws. A teacher who is being dismissed will be afforded all applicable rights contained in Section 42 of Chapter 71 of the General Laws.

A teacher without professional status who is not to be employed the following year will be given notice in accordance with Section 41 of Chapter 71 of the Massachusetts General Laws, which provides that notice of non-reappointment be given by June 15. A nonprofessional status teacher who is being dismissed during a school year is entitled to notice, explanation and the opportunity to respond and present information pertaining to the basis for the decision. The Superintendent or Principal's action concerning non-reappointment shall not be subject to the grievance and arbitration provisions of this agreement.

Section B

Teachers will not be required to drive pupils to activities which take place away from the school building.

Section C

Changes in the scheduling of the school day shall be made by the Superintendent as (s)he deems necessary in light of unforeseen, emergency conditions. Notice of such changes shall be given to the Teachers Association as circumstances permit.

Section D

If negotiation meetings between the Committee and the Association are scheduled during the day by the Committee, representatives of the Association will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings.

Section E

The Committee will make available to the Association in the Superintendent's office copies of minutes of official Committee meetings and all other public documents that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting and any attached public document will be made available to the Association in the Superintendent's office as soon as possible.

Section F

1. The pay period for teachers will be every other Thursday in twenty-six (26) installments. Teachers will have the option of receiving their summer salary in one lump sum by notifying, in writing, the business manager no later than thirty (30) days prior to the end of the school year. Teachers shall have the option of being paid on either a ten (10) month or twelve (12) month pay schedule. Teachers choosing the ten (10) month option shall notify the business manager in writing of their choice as soon as possible, but no later than the first day of school. The District shall provide written notice of Teachers' pay option prior to the beginning of the school year for the Teacher to sign and return.
2. For employers whose payrolls are on a bi-weekly pay year consisting of 26 pay periods, an anomaly called "Payroll Creep" occurs approximately every eleventh year whereby the year contains an additional or 27th pay period. This is due to the difference in timing between two-week pay periods, a 364 day calendar and the additional days for a leap year.

The District's Business Office will use its best efforts to determine the next occurrence of a 27 pay period year and will notify staff of such and the annual salary will be divided into 27 equal payments.

Section G

The Committee and the Association expressly agree that during the life of this Agreement no reprisals will be taken against any employee covered under this contract because of his/her membership or non-membership in the Association or participation or non-participation in its activities.

Section H

Teacher participation in extra-curricular activities will be voluntary and, subject to the Superintendent's approval, teachers will be compensated in accordance with the differential pay schedule. The Southern Berkshire Regional Education Association shall encourage teachers to be involved in extra-curricular activities.

Section I

The Superintendent may require unit members to be examined by qualified medical personnel at any time. Such required examinations will be paid for by the District.

Section J

The Committee and the Association agree to comply with the requirements of the Drug-Free Schools and Community Act. Standards are as described under District Policy GBE-R. (Policy available in the Superintendent's Office.)

ARTICLE VI
TEACHER PROTECTION

Principals and teachers will be required to report any case of assault on teachers in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report and shall report this information to the Committee. Thereafter, the alleged assault will be promptly investigated by the Teacher's principal and the Superintendent and will be reported to the local police. Verbal assaults are to be reported to the Teacher's Principal and to the Superintendent.

The Committee will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement, legal or medical authorities. Such assistance shall include, but not be limited to, complying with any reasonable request by the teacher for information in the Committee's possession relating to the incident or the person involved.

ARTICLE VII
PAYROLL DEDUCTIONS

Section A

The Committee agrees to deduct from teachers' salaries money for dues for the recognized local bargaining agent as said teachers individually and voluntarily authorize the Committee to deduct in writing and to transmit the monies promptly to such Association or Associations.

Section B

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 purpose of complying with the provisions of Section A above.

Section C

When authorized individually and voluntarily by a teacher, payroll deductions will be made through the Business Administrator's office. Said deductions will be transmitted to the appropriate party, firm, business or corporation within fourteen (14) calendar days of the payroll, according to the provisions of C. 71, S. 37B. No teacher shall be allowed to change any of his/her voluntary deductions more than twice during the period September 1 to the following August 31. The Business Administrator reserves the right to refuse requests for voluntary deductions to any agency after the total number of agencies reaches ten (10).

Section D

The Committee agrees that, with respect to IRS Code, Section 125, the portion of the health insurance premium paid by the employee will be deducted in pre-tax dollars.

ARTICLE VIII
COMPENSATION

The salaries of all persons covered by this Agreement are set forth in Appendices A and B, which are attached hereto and made a part hereof.

ARTICLE IX
TEACHER EVALUATION

Section A

The Parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:

- a. To jointly review the Evaluation Procedure no later than June 1st of each school year;
- b. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargained issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure;
- c. To open the Evaluation Procedure to collective bargaining whenever the Massachusetts Department of Secondary and Elementary Education (DESE) makes regulatory changes so that said changes can be implemented in a timely manner; and,
- d. That it is understood that the other areas of the Collective Bargaining Agreement may be impacted by these discussions and/or regulatory changes and upon mutual agreement said provisions shall be opened for the purposes of collective bargaining.

Section B

Members will be evaluated pursuant to the process set forth in the Teacher and Caseload Educator Evaluation document attached hereto at Appendix C.

Section C

Teachers will have the right, upon request, to review and make copies of their evaluation reports. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

Section D

The Association recognizes the authority and responsibility of the Principal/Student Services Administrator for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by the Superintendent, the Teacher

shall be entitled, upon his/her request, to have a representative of the Association present.

Section E

Complaints against a teacher shall be investigated in a timely manner. The investigation will begin within ten (10) school days of receipt of the complaint. The teacher will be notified in writing of the nature of the complaint, including the name of the complainant, and that an investigation is pending, unless prevented due to the fact that the complaint is the subject of a criminal investigation. This notification shall inform the teacher of his/her rights to have an Association representative at any and all meetings or interviews concerning said incident. Within fifteen (15) school days of the conclusion of the investigation, the teacher shall be informed in writing of the outcome of the investigation.

Section G

At the time of separation from the School District, the teacher will be afforded the right to review the contents of his or her personnel file.

ARTICLE X **SICK LEAVE**

Section A

Teachers shall be entitled to fifteen (15) days sick leave on the first official day of school.

Section B

Sick leave for teachers may accumulate from year to year to a maximum of one hundred and eighty (180) days.

Section C

The Superintendent may grant extended sick leave in his/her sole discretion.

Section D

Sick leave may only be used for the following purposes:

- Illness or injury of the employees;
- For purposes of approved leave under the Family and Medical Leave Act of 1993;
- Parenting leave under Article VIII.F; and,
- Family illness leave under Article IX.A.3(a).

No more than forty (40) days of paid sick leave or sick leave bank time may be used for any medical reason other than the employee's own personal illness or injury.

A doctor's certificate shall be required upon return from an absence exceeding five (5) days. The teacher must notify the designated representative of the Superintendent on or before the first day of the absence due to illness or injury, and inform him/her as to the nature of the illness, and as to when the teacher expects to return to work. The teacher is expected to keep the designated representative of the Superintendent reasonably informed during such absence. If deemed to be in the best interest of the Southern Berkshire Regional School District, the Superintendent may require a physical examination of the teacher by a doctor of the Superintendent's choosing, such examination to be administered without charge to the teacher. Non-emergency and/or elective surgery, medical and dental appointments will be scheduled other than during school hours, when feasible.

Section E

A record of the number of sick days accumulated by or available to a teacher will be maintained in the Superintendent's office and may be reviewed by the teacher upon request. Each teacher will receive a status report of his/her accumulated and available sick leave with his/her annual salary statement.

Section F

Sick Leave Bank Membership:

1. Any District employee may join the Sick Leave Bank by contributing one (1) day to the Sick Leave Bank.
2. A contribution may not be made by a first-year employee, or an employee who has accumulated less than fifteen (15) sick leave days.
3. The employee becomes a member of the "Bank" by contributing one sick day per contract. An employee must join by October 1 of a particular year. The Association Representative will compile a listing of all contributions and present it to the payroll office on or before October 1 of each contract year.
4. The one-day contribution will make employees a member of the "Bank" for the remainder of the contract. Employees who join in the second or third year of the contract will contribute one sick day and remain members of the Bank until the end of the three-year contract.
5. The Sick Leave Bank may carry contributions over to future contracts, but will not exceed a total accumulation of 600 days. The SBREA will be notified by the Central Office when the number of bank days falls below 600. At that time, employees will be notified and they may volunteer to donate more sick days to the bank.

Requesting Sick Leave Bank Days: An employee who has used all of his/her sick leave days may request to use sick leave days contributed to the Bank (Bank days) as outlined below:

1. The employee is a member of the Sick Leave Bank.
2. The employee requests that the Association petition the ad hoc Sick Leave Bank Committee to permit that employee to use up to fifteen (15) Bank days. Said ad hoc Sick Leave Bank Committee (SLB Committee) shall be comprised of two School Committee members, an administrator, and two members of the bargaining unit.
3. The Association considers the request and determines whether to petition the SLB Committee.
4. If the Association forwards the petition, the SLB Committee will meet and render a decision within ten (10) working days. Said decision is not subject to grievance or arbitration.
5. A granted petition may be renewed for up to fifteen (15) Bank days in the same manner as the original request.

Each request must be accompanied by a statement from a physician describing the employee's illness or injury.

ARTICLE XI

PERSONAL LEAVES OF ABSENCE

Section A: Leaves of Absence With Pay

1. Temporary leaves shall be granted at the discretion of the Superintendent for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the School District.
2. A one (1) day leave shall be granted to permit a teacher to attend to educational matters concerning family members. For purposes of this section and elsewhere in this Agreement, where the term is used, immediate family is defined as the teacher's father, mother, sister, brother, spouse, child, or domestic partner, and those held in legal guardianship. For the purposes of this section and elsewhere in this Agreement where the term is used, 'domestic partner' shall be defined as an individual with whom the employee shares a common residence, is unmarried and not related to each other by blood that would bar marriage in the Commonwealth of Massachusetts, and share financial arrangements and daily living expenses related to their common welfare.

- 3a. Up to five (5) days per year will be granted in the event of serious illness requiring bedside attention by the teacher of the teacher's spouse, child, mother, father, sister, brother, or domestic partner. In the event a teacher uses more than five (5) days in a year, each day over five (5) will be deducted from accumulated sick leave. No more than thirty (30) days of paid sick leave or sick leave bank time may be used for any medical reason other than personal illness. In the event a teacher has no accumulated sick leave, 1/183rd salary will be deducted for each day over five (5).
- 3b. Up to five (5) days shall be granted in the event of death of a teacher's spouse, child, mother, father, sister, brother, or domestic partner.
4. A leave of up to three (3) days shall be granted to attend the funeral of a teacher's grandparent, in-law, uncle, aunt, niece, nephew, or first cousin.
5. Temporary leaves shall be granted at the discretion of the Superintendent for time necessary to attend a teacher's Selective Service physical examination.
6. Each teacher covered by this contract who is a member of a state or national reserve component shall be entitled to up to seventeen (17) days each school year to serve with a reserve component of the Armed Forces of the United States. The District will compensate the teacher for any difference in the teacher's income normally anticipated as an employee of the District. For this purpose, income received for the period of military reserve service for which the teacher received a leave of absence will be subtracted from the amount of income normally anticipated from the District. Unit members asked to serve during the 180 school day year will request alternate dates for such service on non-school days.
7. If the District requests a teacher's attendance at a summer school which is scheduled to begin prior to the end of the teacher's work year, in the discretion of the Superintendent, the teacher may be released prior to the close of the work year without loss of pay.
8. (a) In each school year, the teacher, with the written approval of the appropriate principal/student services administrator, shall be granted three (3) days of leave for imperative personal business or legal obligations which cannot be conducted outside of school hours. Requests for such leave must be made in writing to the appropriate principal as early as possible, but not less than twenty-four (24) hours before such absence occurs, except in extreme emergencies. No personal leave will be granted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks or the last two weeks of the school year unless the approval of the Superintendent is obtained. Teachers seeking approval to use personal leave to extend a holiday or vacation period or during the first two or last two weeks of the school year must include a reason for the request and the Superintendent reserves the right to grant or deny the request with or without pay. Personal leave days are not cumulative.

(b) Members may elect to convert to sick time any unused personal days remaining as of June 30 of any year covered by this Agreement. Members seeking to exercise this option must provide the Superintendent or his/her designee with notice in writing by the last day

of the school year. This notification provision will sunset at such time as the District implements an electronic attendance program.

9. All requests for leaves under the provisions of this section shall be made to the Superintendent or his/her designee in writing. Requests shall not be accepted by email.
10. An employee who is absent from work due to being called for jury duty will be paid the difference between the amount received from the courts for jury duty and his/her regular per diem rate of compensation. To the extent that the law will allow, Unit members asked to serve during the 180 school day year will request alternate dates for such service on non-school days.

Section B: Leaves of Absence Without Pay

1. Association representatives may be granted, at the discretion of the Superintendent, a leave of absence to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions, provided, however, that the total amount of time taken by all such representatives will not exceed fifteen (15) days per school year.
2. A leave of absence of up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher, provided the teacher is a full-time participant in one such program. Upon return from such leave, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
3. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon satisfactory completion of his/her military service and after making application for reemployment within the applicable time period as provided by law, the teacher shall be accorded all reemployment rights to which he/she is entitled under the U.S. Military Training Act, the Armed Forces Reserve Act and the applicable laws of the Commonwealth of Massachusetts.
4. Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

A teacher who receives leave pursuant to Section 105D and/or the Family and Medical Leave Act of 1993 may use up to forty (40) days of his/her accumulated sick leave for these purposes. Otherwise said leave of absence shall be without pay.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the

birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

In the event a teacher desires additional child rearing leave in excess of that granted under Section 105D and/or the Family and Medical Leave Act for the purpose of caring for the newborn, newly adopted, or newly placed child, he/she may submit a written request for unpaid childrearing leave to the Superintendent. Such leave shall not exceed twelve (12) months and the termination of such unpaid childrearing leave shall coincide with either the start of the school year or term, as determined by the Superintendent, based upon the needs of the District and the best interests of the students.

5. A leave of absence may be granted by the Superintendent or his/her designee at his/her sole discretion for the purpose of caring for a sick member of the teacher's immediate family. For purposes of this section and elsewhere in this Agreement, where the term is used, immediate family is defined as the teacher's father, mother, sister, brother, spouse, child, or domestic partner, and those held in legal guardianship. For the purposes of this section and elsewhere in this Agreement where the term is used, 'domestic partner' shall be defined as an individual with whom the employee shares a common residence, is unmarried and not related to each other by blood that would bar marriage in the Commonwealth of Massachusetts, and share financial arrangements and daily living expenses related to their common welfare.
6. After four (4) years continuous employment in the School District, a teacher may be granted a leave of absence for up to one (1) year for physical disability in the sole discretion of the Superintendent. Requests for such leave and requests for return must be supported by appropriate medical evidence from a doctor selected at the discretion of the Superintendent.
7. A leave of absence of up to two years may be granted by the Superintendent or his/her designee in his/her sole discretion to any unit member for purposes of engaging in a program related to his or her professional responsibilities.
8. Employees shall not accrue sick time while out on an unpaid leave of absence. However, unused accumulated sick leave as of the date the teacher begins an unpaid leave of absence shall be restored to the teacher upon his/her return and he/she will be assigned to the same position that he/she had previously held at the time of the leave, if available, or as required by applicable statute. If the same position is not available, the teacher will be assigned to the most nearly equivalent position that is available and for which the teacher is certified and qualified. The Superintendent shall be sole judge of the equivalency of the available position and the qualifications of the teacher.
9. All requests for leaves, extensions, or renewals of leaves must be made in writing to the Superintendent or his/her designee and responded to in writing. Requests shall not be accepted by email.

10. Temporary leaves of absence may be granted by the Superintendent or his/her designee in his/her sole discretion to any unit member for the purpose of taking graduate comprehensive or oral examinations.
11. If a teacher requests to attend a summer school which is scheduled to begin prior to the end of the teacher's work year, the teacher may be released without pay at the discretion of the Superintendent.
12. Up to fifteen (15) days of paid domestic violence leave will be granted to eligible employees in accordance with M.G.L. c. 149, s. 52E and applicable District policy.

ARTICLE XII

POSTING OF PROFESSIONAL POSITIONS

Section A

Whenever any permanent vacancy in a professional position which the Committee intends to fill occurs during the school year, it will be adequately publicized by the Superintendent or his/her designee by means of a notice placed on the Official District bulletin boards and a copy sent to the President of the Southern Berkshire Regional Education Association. Adequate publication shall mean that the notice of the vacancy shall be posted at least ten (10) days prior to the filling of the position. The Superintendent retains the right, based upon the needs of the District and its students and available funds, to create temporary positions for an initial period of thirty (30) work days. In the event the Superintendent, in his/her sole discretion, determines there is a need, after consultation with the Association President, such temporary position may be extended for an additional thirty (30) days. Temporary positions as described herein are not subject to the provision of this Agreement and such positions do not need to be posted in accordance with the Article.

Section B

When, in the judgment of the Superintendent, the qualifications of applicants for the publicized vacancy are equal, preference will be given to the teacher already employed by the system.

Section C

Notice of all vacancies which occur during the months of July and August shall be given to the Association President, via mail and e-mail, and placed on the District bulletin boards. No position shall be filled sooner than ten (10) calendar days of giving such notice.

Section D: Voluntary Transfers

1. Teachers desiring a transfer will submit a written request to the Superintendent stating the specific assignment or nature of assignment, school or schools preferred, if any. Such requests for transfer must be renewed each school year. All requests will be acknowledged

promptly in writing. Awareness of position vacancies will be the responsibility of individual teachers. Applicants for transfer will always be interviewed for the position and will be notified of the Principal/Superintendent's decision as to the transfer request, and if denied, the reason for the denial. No position will be filled until all voluntary transfer requests have been considered.

2. In filling non-promotional vacancies occurring in the professional staff of the School District, preference shall be given to qualified teachers, rated at least proficient on their last summative evaluation, voluntarily requesting transfers under this Article and no assignment of new teachers shall be made until all transfer requests have been considered. In the event two or more teachers with equal qualifications as determined by the Superintendent, including but not limited to performance, education, certification and years of experience, request the same position, the position shall be filled by the teacher with the longest service to the School District.

Section E: Involuntary Transfers

1. When involuntary transfers are advisable in the judgment of the administration, a teacher will not be assigned to a position outside of his/her area of experience, certification, major and/or minor field of study. In determining which teacher shall be transferred, the preference of the qualified teacher or teachers having the longest service in the School District shall be considered.
2. Notice of proposed involuntary transfer will be given to the teacher or teachers involved within seven (7) school days from when the decision to transfer is made.
3. An involuntary transfer will be made only after a meeting, if requested, between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of the reasons for the transfer.

Section F: Transfers Generally

1. Transfer applicants shall be considered when an opening in the area for which they applied occurs. Transfer applicants will be notified the status of their request within fifteen (15) school days after the date of the last interview for said opening. In the event a transfer request is denied, upon request the applicant will receive written notice of the reasons for denial within fifteen (15) school days of said decision.
2. All transfers shall be made with supporting evidence of educational need and a particular teacher's ability to fill that need, including but not limited to performance, education, certification and years of experience. All transfers will be subject to the grievance procedure.

Section G: Reduction in Force

Reduction in force will be done according to the following provisions:

1. Unit A members without professional status will be non-renewed.
2.
 - a. Layoff of Unit A members with professional status will occur on the basis of performance, qualifications (including but not limited to licensure and training) and years of experience. For purposes of a reduction in force, job performance and the best interest of the students shall be determinative.
 - b. A teacher's job performance shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher (a minimum of 4 years of evaluations) in the targeted discipline.
 - c. The best interest of the students shall be defined in a manner consistent with M.G.L. c. 71, s. 42.
 - d. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.
3. Recall of Unit A members with professional status to available positions will occur on the basis of performance, qualifications, years of experience, and the best interest of the students. For purposes of recall, performance and the best interests of the students will be defined in the same manner as at subsection 2 above.
4. All Unit A members will be evaluated, as per contractual requirements.

ARTICLE XIII **TEACHER HOURS AND WORKLOAD**

Section A

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach. The Committee agrees not to expand existing non-teaching duties, and the Southern Berkshire Regional Education Association agrees to continue current non-teaching duties, during the duration of this Agreement.

Section B

Teachers shall make themselves available to confer with parents at reasonable times.

Section C

No teacher will be required to teach outside the areas for which he or she is qualified by experience and professional training, as determined by the Superintendent.

Section D

The student day will be 6 hours and 40 minutes for grades 7-12, and 6 hours and 30 minutes for grades K-6. Actual scheduling will be developed by respective school councils with input from the District time on learning task force, subject to approval of the Principals, the Superintendent and the School Committee. The workday of teachers will be a minimum of 7 hours. Teachers will be at work at least 5 minutes before the student day begins, will remain for the full student day and thereafter until their professional responsibilities are completed.

Section E

The work year for teachers will be One hundred eighty-three (183) days, one hundred eighty (180) of which shall be student instructional days. The remaining three (3) work days will be used as follows: Opening day orientation and classroom preparation may be held on the two days beyond the one hundred and eighty (180). It is understood that these two (2) extra days will be held contiguous to the normal teacher work year. The third day may be used for general professional development purpose, which shall be determined by the Superintendent or his/her designee after consideration of input from the Association.

State waivers with respect to length of school year for students will apply to the teacher work year. It is also agreed that upon request, teachers will work up to an additional three (3) days per year for district or school wide curriculum or staff development activities. Such days shall be compensated at the teacher's per diem rate calculated at $1/183^{\text{rd}}$ the teacher's annual salary. It is also agreed that upon request teachers shall work additional days, provided that such days shall be compensated at the full per diem rates.

Nurses will work for an additional three (3) days per year beyond the teacher work year, for a total of 186 days, and will be compensated at their per diem rate ($1/183^{\text{rd}}$) for such additional days.

Section F

Teachers assigned to one (1) room schools will be assisted in the performance of their professional or non-professional duties whenever, in the judgment of the Superintendent, that is possible. Efforts will be made to assure that adult assistance is available in any school building where there is only one (1) teacher. Substitute coverage for elementary special subject teachers will be provided. All special subject teachers who have both elementary and secondary assignments shall report absences and submit substitute lesson plans to both principals.

Section G

Teachers will have a duty-free lunch period. Teachers will have at least one preparation period in addition to their lunch period each school day during which they will not be assigned any other duties.

Section H

Middle and secondary school teachers will not be required to teach more than two subjects or disciplines where feasible, nor more than a total of three teaching preparations or courses within such subjects or disciplines at any one time where feasible. This provision will by no means interfere with team teaching or voluntary innovative practices. Such teachers will also not be required to teach more than five (5) academic classes per term. Concerns over this provision will be referred to the Building Principal. Middle and secondary school teachers will be assigned to one teaching station to the extent feasible. In addition to each middle and secondary teacher's five (5) academic classes and preparation period referenced in Article XIII, Section G, middle and secondary teachers shall be scheduled for at least one (1) Common Planning Preparation each week. This period(s) will provide for core teachers (and Special Education teachers when possible) to meet as a team to discuss academic and behavioral student progress, data assessment, curriculum coordination, and other common team issues for their students. For any remaining periods available during the week, not to exceed four (4), the Superintendent or his/her designee may schedule one (1) Team/Department Meeting and up to three (3) additional Common Planning periods. Otherwise, those periods will be used by the teacher as additional preparation time.

Section I

Every teacher will be notified in writing of his/her program(s) for the coming school year, including the school(s) to which he/she will be assigned, the grade(s) and/or subject(s) he/she will teach, any special or unusual cases he/she will have, and the number of students he/she will have as soon as practicable, but preferably not later than June 1. Unless unforeseen circumstances exist, notification of assignments will be made no later than the last day of the school year.

Section J

Teachers may be required to attend up to fifteen (15) after-school faculty meetings during any one school year. Such meetings will not normally exceed one (1) hour in length and shall not be scheduled on Fridays or days prior to holidays. Attendance at all other meetings will be at the option of the individual teacher. Normally, teachers will be notified of all meetings at least forty-eight (48) hours in advance.

Section J-1

Curriculum Development Days: When approved by the School Committee, the District will in the course of a school year have several curriculum development workshops, following 11:45 a.m. student dismissals. The workshop periods will be held from 12:30 to 3:00 p.m. and typically begin with a brief PK-12 faculty meeting.

Section K

Teachers may be required to attend two (2) evening meetings each year for purposes such as conferences with parents and community members and to observe National Education Week.

Section L

Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools that may be in violation of the terms of this Agreement will be subject to the grievance procedure.

Section M

The daily schedules for teachers who are assigned to more than one school will be arranged so as to minimize the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable, but preferably not later than June 1. All teachers who are required to use their own automobiles in the performance of their assignments shall receive reimbursement for such use at the rate established by the United States Internal Revenue Service for the year in which the travel occurs.

Section N

The Superintendent will annually request ½ day released time in mid-November to enable K-12 staff to conduct required parental conferences. The K-12 staff will have input in arranging meaningful conference schedules.

Section O

The Association will be given the opportunity to make school calendar recommendations at least seven (7) days prior to the final approval by the Committee. The adopted calendar will not be altered except in the case of emergency. The School Committee shall determine the presence of emergency.

Section P

If the work day/work year and/or job description of a school nurse is changed, the changes will be subject to negotiation.

Section Q

To hold status and benefits of one-half time teacher, the teacher's assignment shall consist of three hours and fifteen minutes of professional assignment, exclusive of lunch. Such a teacher shall be on the appropriate placement of the Unit A Salary Schedule and shall receive one-half time compensation of a full time teacher. A teacher who works half time or more will be entitled to full Unit A benefits and will have the professional non-teaching responsibilities of a Unit A full time teacher with no further compensation.

Section R

Guidance staff members are required to work 192 days and will be compensated at their per diem rate for those days in excess of the regular school year.

ARTICLE XIV
CURRICULUM AND PROFESSIONAL DEVELOPMENT

Section A - Extended Contracts for Curriculum Research and Development Activities

1. The Superintendent may extend the contracts of teachers for research and development projects. Teachers who desire to participate in such projects shall present their proposals in writing through the appropriate teacher leader and principal/student services administrator to the Superintendent in response to the annual request for proposals. The Superintendent shall acknowledge receipt of all proposals, review the proposals with the Administrative Council, and notify the teacher(s) involved whether or not the proposal is approved within thirty (30) days of the application deadline.
2. Teachers should consider the following criteria in submitting their proposals:
 - a. The degree to which the proposal is consistent with and will fulfill the defined goals and needs of the School District;
 - b. The degree to which the proposal represents an imaginative and effective solution to significant educational problems of the School District;
 - c. The number of children whose learning will be enhanced by implementation of the proposal;
 - d. The number of teachers whose work will be positively influenced by implementation of the proposal.
3. Teachers who accept extended contracts shall do so under the following requirements:
 - a. They shall serve, if requested, in the school for two (2) consecutive summers during the summer school session in roles and in activities which are useful in their experimentation, evaluation and implementation of curricula.
 - b. They shall submit letters of intent, if requested, indicating their willingness to remain in the service of the District through the two (2) year period of proposed implementation. Teachers accepting these conditions shall be compensated for summer work on a per diem basis at the rate of 1/180th of the salary they received, exclusive of extra duty differentials, during the school year immediately preceding the summer in which such work is performed.

Section B - District-Related Directed Study:

The Superintendent may grant leaves for District-related directed study to faculty members, including teachers, principals or supervisors for graduate study, curriculum research, District-related workshops and educational "laboratory" projects, or a combination of them. The following conditions, however, will apply to these leaves:

1. To be eligible for a leave of absence for District-related study, a faculty member must have served the District schools full time for four (4) consecutive years prior to the year for which the leave is sought. The faculty member also must have professional teacher status in the assignments he/she holds during the year in which application is submitted.
2. Requests for leaves of absence for District-related directed study must be made in writing to the Superintendent no later than January 1 of the year preceding the school year in which the leaves are to take place. Such requests must state specifically the purpose of the leave and outline fully a plan for accomplishment for the purpose stated.
3. The following leave may be granted for these purposes:
 - (a) One school year (September through June) with seventy-five percent (75%) of the salary such faculty member would have otherwise received during that year, exclusive of extra duty differentials.
 - (b) One District semester with one hundred percent (100%) of the salary such faculty member would have otherwise received during that period, exclusive of extra duty differentials. However, semester leaves will be granted only when a qualified replacement faculty member is employed by the District.
4. Faculty members on leave may receive grants and fellowships from universities, federal and state sources, or private foundations. However, in no case is the total amount of money received from the School District and from other sources to exceed 100% of the faculty member's base salary. In the event that the total to be received from all sources would exceed 100% of the faculty member's salary, the school district's contribution will be reduced proportionately.
5. A faculty member who accepts a leave for a full school year must sign an agreement stating that he/she will return to service in the District school for three (3) school years following the leave. A faculty member who accepts a leave for one (1) semester must agree to return to the District schools for two (2) school years following the school year in which the leave was taken. Faculty members who fail to complete these agreements will be required to return to the District the appropriate portion of salaries received.

6. When the Superintendent is reviewing applications for such leaves, he/she shall take into account the following factors:
 - (a) The educational value of the proposed project to the School District in accordance with the needs of the students and the defined goals of the District;
 - (b) The applicant's length of service in the District;
 - (c) Representation of teaching areas in the District.
7. Faculty members will not lose professional teacher status by accepting leaves for District-related study. Upon returning from such leaves, faculty members will be eligible for any appropriate advancements on the salary schedule when they provide the Superintendent with evidence that the purposes of the leave have been accomplished satisfactorily.

Section C - Tuition Refund Program

The total amount of money available for tuition reimbursement each year will be \$20,000.00. A maximum tuition reimbursement of \$1,000 per teacher, per fiscal year, will be paid. If the total amount requested for tuition reimbursement before May 1 of any year exceeds that year's limit, the maximum individual payment (\$1,000) will be reduced so that individual shares are equal.

Tuition reimbursement requests for Unit A members must be approved by the Superintendent. The review of the Superintendent will primarily concern the relevance of the proposed course work to the Southern Berkshire assignment of the unit A member requesting support.

Upon receipt of certified evidence that a teacher has satisfactorily completed a course with a grade of PASS or B or better, the District will refund tuition costs in accordance with the following:

- Category A: Courses taken at the request of the Superintendent or his/her designee, exclusive of courses needed for certification of non-certified personnel - 100%.
- Category B: Graduate level courses taken at an accredited College or University or DESE approved institution/program which directly relate to the individual teacher's active teaching field, as determined by the Superintendent, and exclusive of courses needed for certification of non-certified personnel - 75%.
- Category C: Undergraduate class work taken after date of hire and after the completion of B.A. degree when: 1) it is related directly to their assignment; 2) it is not repetitive of previous undergraduate courses; and 3) has prior approval of the Superintendent – 75%.

- € Category D: Other courses which are education-oriented as determined by the Superintendent and which can be applied toward satisfaction of a new state licensure requirement - 50%.

The Superintendent may, at his/her discretion, allow travel expenses for categories A and B above.

Provisions: No refund payments will be made for courses taken without the approval of the Superintendent prior to the start of said course by written request of the teacher. No refund payments will be made to a teacher who has resigned his/her position from the District.

Section D - Seminar and Workshop Programs

It is a desire of the District that its professional staff remains in as constant touch with the latest developments within their respective disciplines and/or specialties as possible. Therefore, the administration should suggest and the individual teacher should agree to be in attendance at various seminar and workshop activities as may be organized from time to time, which will be of mutual benefit to the individual and the District.

Grants under this program shall be made pursuant to the schedule and provisions of the Tuition Refund Program (excluding "acceptable" grade criteria). The recipients of such grants shall file a written report with the Superintendent covering the salient points of the program attended and a list of recommendations for possible future District programs.

Section E - Development Projects

The Superintendent, in fulfilling his/her responsibilities in areas of curriculum development, may designate personnel to work on development projects of a non-routine nature. Such projects must necessarily be part of a defined and planned program aimed at meeting the established goals of the District. Projects of a non-routine nature that are not within the designee's normal professional duties may be funded at the discretion of the Superintendent within the limits of curriculum and professional personnel development budget.

ARTICLE XV **INSURANCE**

Section A

The District, pursuant to Chapter 150 of the Acts of 1962, shall provide and contribute eighty percent (80%) of the cost of \$5,000 of Life Insurance, which includes \$5,000 in accidental death and dismemberment benefits.

Section B

1. The Association and Committee are Parties to an Agreement made under the provisions of M.G.L. c. 32B, Sections 21-23 executed by the Committee on October 30, 2017

(hereinafter referred to as “the PEC Agreement”).

2. For the term of this contract, the District, pursuant to Chapter 150 of the Acts of 1962, shall provide and contribute to employee insurance plans as follows: seventy-five percent (75%) the cost of an indemnity medical insurance (preferred provider) plan*, OR eighty percent (80%) of the cost of the Blue Cross/Blue Shield Point of Service Plan*, OR eighty percent (80%) of an HMO Plan * for each employee. (*Assuming availability from the provider of such product).
3. In a case in which the District employs both members of a legally married couple, the district’s contribution shall be limited to the above percentages for one (1) family plan, or two (2) individual plans, per couple.
4. In addition, the District agrees to provide eighty percent (80%) of a dental plan. The District agrees to explore with the Berkshire Health Group the possibility of offering one (1) additional dental plan to members, however, at no time will the District pay more than eighty percent (80%) of the cost of the Dental Blue Program 1 Plan, regardless of which plan the employee actually chooses. Employee insurance contributions may be made on a pre-tax basis.

Section C

The District shall also continue to provide the presently existing insurance benefits without cost to all employees covered by this agreement:

1. Workmen's Compensation -- statutory requirements;
2. Liability insurance - \$500,000;
3. District non-ownership automobile liability insurance -- \$1,000,000/25,000;
4. District fire policy for personal belongings -- \$500

Note: Written description of the terms, coverages and limits of the above policies are available in the District Business Administrator's Office.

Section D

The District shall also pay \$4.29 per month toward a disability insurance policy for each employee.

Section E

The Committee will provide MedCap and DeCap group plans providing that 10 or more employees participate.

ARTICLE XVI
RETIREMENT BENEFITS

Section A

Upon retirement, after completion of fifteen (15) or more continuous years of service in the Southern Berkshire Regional School District, provided that application for the retirement benefit is made one year in advance of retirement, any employee who has accumulated days of sick leave (maximum accrual being one hundred and eighty (180) in accordance with Article X, Section B), will be compensated for the unused sick leave in the following manner:

Number of Accumulated Sick Days	Amount Paid Per Day
1-100	\$20.00
101-140	\$30.00
141-180	\$40.00

ARTICLE XVII
LATERAL MOVEMENT ON THE UNIT A SALARY SCHEDULE

1. A. This Article applies only to .5 FTE or above classroom teachers who seek lateral movement on the salary schedule after they are employed by the Committee. The application or interpretation of this Article and any of its provisions may be the subject of a grievance in accordance with the terms and provisions of Article III of this Agreement. Any such grievance, however, may be processed only to Level Three (School Committee), whose decision on the grievance shall be final and binding, with no arbitration permitted with respect to any such grievance.
 - B. Any courses taken with the Superintendent's approval after September, 1973, may be applied to this Lateral Movement Article, provided that all of the provisions of this Article are complied with.
 - C. In an attempt to assure the highest quality professional development, and in an effort to allow the School Committee to exercise budgetary control, in order for a change in a teacher's preparation level to take place, the teacher must present to the Superintendent a specific, written professional development plan no later than December 1 of the prior contract year (i.e., for lateral movement to take place in September of 2013 or February of 2014, the teacher must request approval by December 1, 2012). Once initial approval has been granted, the teacher will seek the Superintendent's approval for any necessary adjustments to the plan prior to making changes.
2. Transfer to any preparation level will be in addition to the Bachelor's degree.
 3. Changes in preparation level may take place only in September and February.

4. Teachers may propose to substitute completed SEI training and receipt of SEI Endorsement for formal course credits. SEI training and endorsement will be awarded three (3) graduate credits. No salary credit may be earned by teachers for participating in workshops conducted during the school or teacher day, or for any type of extended contract project for which the teacher is paid by this School District.

6. Teachers must submit planned programs for lateral movement to the Superintendent on lateral movement forms. No lateral movement credit will be permitted under any circumstances unless the Superintendent has had an opportunity to review and approve each written proposal for lateral movement prior to the commencement of coursework. Teachers will make every effort to submit written proposals to the Superintendent at least thirty (30) days in advance of the starting date for the projected program, but under unusual circumstances, a shorter period of time shall be allowed by the Superintendent.

Unless a shorter period of time is necessary due to unusual circumstances, the Superintendent will make every effort to notify teachers, in writing, within 30 days after submission, of the approval or disapproval of the program. In the event of disapproval, the Superintendent's response will specify reasons for the disapproval. Revision of this plan requires the same approval procedure and must be accomplished before changes in course work will be approved.

7. All graduate college or university course work must be taken for credit and a grade of at least a B must be earned in order for lateral movement credit to be awarded. Pass/Fail grades are not acceptable. A transcript indicating the course name, credits and grade, signed by the registrar of the institution, must be presented to the Superintendent before salary credit is given. The transcript will then be placed in the respective teacher's personnel file.

8. Lateral Movement: All course work taken as part of a degree granting program will also be considered to be directly related to the teacher's subject field, provided the teacher documents degree candidacy through the university or college.

BA	Teachers with a BA who hold less than 15 additional graduate level credits will be placed on this Level.
BA + 15	Teachers with a BA degree and 15 graduate level credits will be placed on this Level.
MA	Placement on this Level is open only to those teachers who have completed a Master's Degree program.
MA + 9	Teachers will be placed on this level if they have completed 9 graduate level credits beyond a Master's Degree, 6 of which are directly related to the teacher's assignment and the remainder related.

MA + 18	Teachers will be placed on this level if they have completed 18 graduate level credits beyond the Master's degree, 12 of which are directly related to the teacher's assignment and the remainder related.
MA/ + 30	Teachers will be placed on this level if they have completed 30 graduate level credits beyond the Master's Degree, 21 of which are directly related to the teacher's assignment and the remainder related.
MA + 42	Teachers will be placed on this level if they have completed 42 credits beyond the Master's Degree, 33 of which are directly related to the teacher's assignment and the remainder related.
CAGS/M+60	Teachers will be placed on this level if they have completed a Certificate of Advanced Graduate Studies or if they have completed 60 credits beyond the Master's Degree, 42 of which are directly related to the teacher's assignment and the remainder related.
Doctorate	Teachers will be placed on this level if they have completed a doctorate degree directly related to the teacher's assignment.

ARTICLE XVIII
CONTINUITY OF EMPLOYMENT

Section A

The Association and its members, individually and collectively, hereby expressly agree that during the life of this Agreement they will not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence from or refusal to perform assigned duties, illegal picketing or other unlawful activity directed against the Southern Berkshire Regional School District.

Employees who participate in any such activities shall be subject to appropriate disciplinary action by the Superintendent or Principal within the laws of the Commonwealth.

ARTICLE XIX
PROFESSIONAL STAFF SALARY SCHEDULES

All teachers shall be compensated in accordance with the salary schedule established by the Committee in agreement with the Southern Berkshire Regional Education Association.

A. Implementation of Teacher Salary Schedule: Initial Placement

1. Teaching Experience: Each step of the salary schedule shall represent the successful

completion of one year of full-time teaching of subjects related to the initial assignment. For every two (2) years of teaching experience in unrelated subjects, a teacher will receive one step credit on the salary schedule, up to a maximum of four (4) steps. Substitute teaching experience will not count for placement on the salary schedule.

2. **Related Work Experience:** Upon the recommendation of the Superintendent of Schools, teachers may be given step credit for non-teaching employment experience directly related to their teaching assignments. Working with children or (for secondary teachers only) working in the academic discipline of the major teaching assignment are the kinds of experience which may be credited under this provision. Every two (2) years of approved experience will receive only one step credit, and no more than four steps will be credited.
3. No newly hired teacher shall be placed above the step placement of employed teachers with the same number of years of successful teaching experience. However, under unusual circumstances, when this agreement prohibits the Superintendent from employing the selected candidate for a position, the Association will be notified and the views of the Association considered before any new hire is finally placed on the salary schedule.
4. Since certification in Occupational/Vocational skill areas requires five (5) years of trade experience in addition to undergraduate course work, the administration may modify the provisions of this policy in the recommended placement of teachers in the trade areas. However, the Superintendent may reject the recommendation in favor of its own discretion in placement of such teachers.

B. Advancement To Next Higher Step

1. **Normal Advancement:** Teachers who complete a year of satisfactory service will be moved to the next higher step of the salary schedule at the beginning of the school year.
2. **Withholding Increments:** Any salary step increment may be withheld in whole or in part by the Superintendent for unsatisfactory service.
3. **Course Work Requirement:** In order to be eligible for an annual step increment, a teacher must earn at least three semester hours of credit, over a three-year period, for study in an accredited college or university or equivalent through programs which are similar in substance and depth. Any step increment lost is permanently lost. The employee's new three-year cycle begins September 1 following completion of the requirement. This requirement will apply to all teachers, and it will be the individual teacher's responsibility to remain aware of his/her course work requirement status. [For the duration of this contract, this provision will be suspended.]

C. Salary Performance Initiative

It is agreed that the District and the Southern Berkshire Regional Education Association will continue to discuss the possibilities of a performance initiative program.

ARTICLE XX
LONGEVITY

Effective September 1, 2018, educators will receive the following longevity payments based upon consecutive and complete years of service in the District. Authorized leaves of absence shall not constitute a break in service but time on leave shall not count towards the calculation of longevity benefits. Years of service shall be determined as of July 1 of any year and payment shall be made in a lump sum during the month of October.

<u>Consecutive Years of Completed Service</u>	<u>Longevity Amount</u>
15-19	\$750.00
20-24	\$1,000.00
25-29	\$1,250.00
30+	\$1,500.00

ARTICLE XXI
SUPPLEMENTAL CUSTODIAL AND MAINTENANCE SERVICES

Individuals currently employed by the District in Unit A positions covered by this Collective Bargaining Agreement are eligible for employment as supplemental custodial and maintenance staff at such hourly rates of pay as are determined by the Superintendent, so long as such additional employment does not conflict with or derogate from the employee's duties. Work performed as supplemental custodial and maintenance staff shall not be considered Unit A bargaining unit work and shall not be subject to the terms and conditions of the Unit A Collective Bargaining Agreement. Such personnel shall be considered temporary or seasonal employees and shall not be part of the Unit E bargaining unit nor subject to the terms and conditions of the Unit E Collective Bargaining Agreement.

ARTICLE XXII
EFFECT OF AGREEMENT

Section A

This Agreement contains the full and complete agreement between the Committee and the Association on all bargainable issues and supersedes all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.

Section B

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the subject matter referred to, or covered by this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement.

Section C

Any waiver or breach of any condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section D

If any provision of this Agreement or any application thereof shall be found 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 will continue in full force and effect.

ARTICLE XXIII **DURATION**


The terms of this contract shall be for three (3) years, commencing September 1, 2018 through August 31, 2021. The contract, including Appendices "A" and "B", will automatically renew for periods of one (1) year thereafter unless either party notifies the other in writing by December 1, 2020 that it wishes to open negotiations for a successor agreement. The parties may at any time and by mutual agreement, negotiate changes in any portion of this contract which they agree imposes an unfair burden. Such agreement to negotiate during the term of this Agreement must be reduced to writing and signed by both parties with the exception of reopener provisions specifically set forth in Article IX of this Agreement.

The terms of this Agreement are subject to ratification by the respective parties.

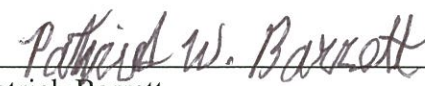
IN WITNESS WHEREOF, the parties have hereunto set their hand this 27 day of September, 2018.

**FOR THE SOUTHERN BERKSHIRE
REGIONAL SCHOOL DISTRICT**

**FOR THE SOUTHERN BERKSHIRE
REGIONAL EDUCATION
ASSOCIATION**



E. Bonnie Silvers,
Its Chair



Patrick Barrett
Its President

**Unit A Salary Schedule
Effective September 1, 2018**

Educators who, as of August 31, 2018, are in Bachelor's Column Steps 1-8 are ineligible to advance past Step 8. Educators who, as of August 31, 2018, are in Bachelors Column, Steps 9-22 remain eligible to advance through these steps.

Educators who, as of August 31, 2018, are in Bachelors +15 Column Steps 1-10 are ineligible to advance past Step 10. However, Educators who, as of August 31, 2018 are in Bachelors +15 Column Steps 11-22 remain eligible to advance through these steps.

1. Effective September 1, 2018, members will be placed on the new salary schedule.
2. Effective September 1, 2019, members will advance one step from his/her September 1, 2018 placement, provided he/she has worked at least 90 calendar days of the 2018-2019 school year. (For example, if a member was on BA, Step 3 as of September 1, 2018, then on September 1, 2019, said member would advance to BA, Step 4.)
3. Effective September 1, 2020, members will advance one step from his/her September 1, 2019 placement, provided he/she has worked at least 90 calendar days of the 2019-2020 school year. (For example, if a member was on BA, Step 4 as of September 1, 2019, then on September 1, 2020, said member would advance to BA, Step 5.)

APPENDIX A

September 1, 2018
New Salary Schedule

FY19	B	B 15	M	M9	M18	M30	M42	CAGS/ M60	DR
1	40,000	41,000	42,435	44,345	46,341	48,426	50,605	51,870	53,167
2	41,000	42,025	43,496	45,454	47,500	49,637	51,870	53,167	54,496
3	42,025	43,076	44,583	46,590	48,687	50,878	53,167	54,496	55,859
4	43,076	44,153	45,698	47,755	49,904	52,150	54,496	55,858	57,255
5	44,153	45,256	46,840	48,949	51,152	53,453	55,859	57,255	58,687
6	45,256	46,388	48,011	50,172	52,431	54,790	57,255	58,686	60,154
7	46,388	47,547	49,212	51,427	53,741	56,159	58,686	60,154	61,658
8	47,547	48,736	50,442	52,712	55,085	57,563	60,154	61,657	63,199
9	48,736	49,955	51,703	54,030	56,462	59,002	61,657	63,199	64,779
10	49,955	51,203	52,996	55,381	57,874	60,477	63,199	64,779	66,398
11	51,203	52,484	54,320	56,765	59,320	61,989	64,779	66,398	68,058
12	52,484	53,796	55,678	58,184	60,803	63,539	66,398	68,058	69,760
13	53,796	55,141	57,070	59,639	62,324	65,128	68,058	69,760	71,504
14	55,141	56,519	58,497	61,130	63,882	66,756	69,760	71,504	73,292
15	56,519	57,932	59,960	62,658	65,479	68,425	71,504	73,291	75,124
16	57,932	59,380	61,459	64,225	67,116	70,135	73,291	75,124	77,002
17	59,380	60,865	62,995	65,830	68,794	71,889	75,124	77,002	78,927
18	60,865	62,386	64,570	67,476	70,513	73,686	77,002	78,927	80,900
19	62,386	63,946	66,184	69,163	72,276	75,528	78,927	80,900	82,923
20	63,946	65,545	67,839	70,892	74,083	77,416	80,900	82,922	84,996
21	65,545	67,183	69,535	72,665	75,935	79,352	82,923	84,996	87,121
22	67,183	68,863	71,273	74,481	77,834	81,335	84,996	87,120	89,299

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September 1, 2019
1% Increase

FY20	B	B 15	M	M9	M18	M30	M42	CAGS/ M60	DR
1	40,400	41,410	42,859	44,788	46,804	48,910	51,111	52,389	53,699
2	41,410	42,445	43,931	45,908	47,974	50,133	52,389	53,698	55,041
3	42,445	43,506	45,029	47,056	49,174	51,386	53,699	55,041	56,417
4	43,506	44,594	46,155	48,232	50,403	52,671	55,041	56,417	57,828
5	44,594	45,709	47,309	49,438	51,663	53,988	56,417	57,827	59,273
6	45,709	46,852	48,491	50,674	52,955	55,337	57,828	59,273	60,755
7	46,852	48,023	49,704	51,941	54,279	56,721	59,273	60,755	62,274
8	48,023	49,223	50,946	53,239	55,636	58,139	60,755	62,274	63,831
9	49,223	50,454	52,220	54,570	57,027	59,592	62,274	63,831	65,427
10	50,454	51,715	53,525	55,935	58,452	61,082	63,831	65,426	67,062
11	51,715	53,008	54,864	57,333	59,914	62,609	65,427	67,062	68,739
12	53,008	54,334	56,235	58,766	61,411	64,174	67,062	68,739	70,457
13	54,334	55,692	57,641	60,235	62,947	65,779	68,739	70,457	72,219
14	55,692	57,084	59,082	61,741	64,520	67,423	70,457	72,219	74,024
15	57,084	58,511	60,559	63,285	66,133	69,109	72,219	74,024	75,875
16	58,511	59,974	62,073	64,867	67,787	70,837	74,024	75,875	77,772
17	59,974	61,473	63,625	66,489	69,481	72,607	75,875	77,772	79,716
18	61,473	63,010	65,216	68,151	71,218	74,423	77,772	79,716	81,709
19	63,010	64,586	66,846	69,855	72,999	76,283	79,716	81,709	83,752
20	64,586	66,200	68,517	71,601	74,824	78,190	81,709	83,752	85,846
21	66,200	67,855	70,230	73,391	76,694	80,145	83,752	85,845	87,992
22	67,855	69,552	71,986	75,226	78,612	82,149	85,846	87,992	90,192

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September 1, 2020
1.5% Increase

FY21	B	B 15	M	M9	M18	M30	M42	CAGS/ M60	DR
1	41,006	42,031	43,502	45,460	47,506	49,644	51,878	53,175	54,504
2	42,031	43,082	44,590	46,597	48,694	50,885	53,175	54,503	55,867
3	43,082	44,159	45,704	47,762	49,912	52,157	54,504	55,867	57,263
4	44,159	45,263	46,847	48,955	51,159	53,461	55,867	57,263	58,695
5	45,263	46,395	48,019	50,180	52,438	54,798	57,263	58,694	60,162
6	46,395	47,555	49,218	51,434	53,749	56,167	58,695	60,162	61,666
7	47,555	48,743	50,450	52,720	55,093	57,572	60,162	61,666	63,208
8	48,743	49,961	51,710	54,038	56,471	59,011	61,666	63,208	64,788
9	49,961	51,211	53,003	55,389	57,882	60,486	63,208	64,788	66,408
10	51,211	52,491	54,328	56,774	59,329	61,998	64,788	66,407	68,068
11	52,491	53,803	55,687	58,193	60,813	63,548	66,408	68,068	69,770
12	53,803	55,149	57,079	59,647	62,332	65,137	68,068	69,770	71,514
13	55,149	56,527	58,506	61,139	63,891	66,766	69,770	71,514	73,302
14	56,527	57,940	59,968	62,667	65,488	68,434	71,514	73,302	75,134
15	57,940	59,389	61,467	64,234	67,125	70,146	73,302	75,134	77,013
16	59,389	60,874	63,004	65,840	68,804	71,900	75,134	77,013	78,939
17	60,874	62,395	64,579	67,486	70,523	73,696	77,013	78,939	80,912
18	62,395	63,955	66,194	69,173	72,286	75,539	78,939	80,912	82,935
19	63,955	65,555	67,849	70,903	74,094	77,427	80,912	82,935	85,008
20	65,555	67,193	69,545	72,675	75,946	79,363	82,935	85,008	87,134
21	67,193	68,873	71,283	74,492	77,844	81,347	85,008	87,133	89,312
22	68,873	70,595	73,066	76,354	79,791	83,381	87,134	89,312	91,545

**APPENDIX B - SCHEDULE A - COACHING
EXTRA DUTY DIFFERENTIALS**

In the event that the School Committee provides for any or all or the following extra duty positions and provided that any or all such positions are filled, the amount of the extra duty differentials shall be as provided below. Persons appointed to extra duty positions are eligible for reappointment subject to satisfactory performance, as determined in annual performance evaluations. When a vacancy occurs in an extra duty position, it will be advertised and posted, in accordance with the provisions of Article XII, Sections A, B and C.

Coaching and Related Differentials:

I. Basic Compensation

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	<u>5th</u> <u>Year</u>	<u>7th</u> <u>Year</u>	<u>10th</u> <u>Year</u>
a) Head Coach	900	1,000	1,500	1,700	1,900	2,100	2,300
b) Assistant Coach	600	650	1,150	1,250	1,350	1,450	1,550
c) Cheerleader Advisor	550	600	650	700	750	850	1,000

II. Other Related Differentials:

Athletic Director:	8,000
Asst. Athletic Director	3,000

**ATHLETIC COACH POINT SCHEDULE
September 1, 2018-August 31, 2021**

Points Compensations:

- A. Length of season
- B. Number of games/matches
- C. Hours/days per week practice
- D. Supervision of staff
- E. Number of students supervised
- F. Injury probability factor
- G. Time of day/day game played
- H. H. Travel factor
- I. Night time/weekends for practice
- J. Youth program development/work *
- K. Tournament involvement *

*1-5 points may be added, depending upon involvement

Point Rate-- \$40.00/point

The Athletic Director must re-evaluate the point allocations for each coaching position annually. A re-evaluation report on each position will be filed in the Business Managers Office. Criteria for points will be on file at Athletic Director's office.

ATHLETIC POINT SCHEDULE September 1, 2018-August 31, 2021

	A	B	C	D	E	F	G	H	I	J	K	TOTALS
SOCCER-HEAD BOYS	5	5	5	5	5	5	4	3	0	3	0	40
SOCCER-HEAD GIRLS	5	5	5	5	5	5	4	3	0	0	0	37
SOCCER-ASST BOYS/GIRLS	5	4	5	0	3	5	2	3	0	0	0	27
CROSS COUNTRY HEAD	5	5	5	0	5	5	3	3	0	0	3	37
BASKETBALL HEAD BOYS	5	4	5	5	5	5	5	5	5	5	5	49
BASKETBALL-HEAD GIRLS	5	4	5	5	5	5	5	5	5	5	*	49
BASKETBALL-ASST B & G	5	4	5	0	3	5	5	4	5	*	*	36
WRESTLING HEAD	5	5	5	5	3	5	5	5	5	5	3	51
WRESTLING-ASST	5	5	5	0	3	5	5	5	5	0	0	38
SOFTBALL-HEAD	5	5	5	5	5	5	2	3	3	0	0	38
SOFTBALL-ASST	5	5	5	0	3	5	2	3	0	0	0	28
BASEBALL-HEAD	5	5	5	5	5	5	5	3	0	0	0	38
BASEBALL-ASST	5	5	5	0	3	5	3	3	0	0	0	29
GOLF	5	5	4	0	3	1	2	3	0	0	3	26
CHEERLEADING	5	5	4	0	3	3	5	5	1	0	0	31
VOLLEYBALL-HEAD	3	3	4	3	3	3	3	3	0	0	0	25
VOLLEYBALL-ASST.	3	3	4	0	3	3	3	3	0	0	0	22
HOCKEY-HEAD	5	3	3	0	3	5	5	5	5	0	0	34
TENNIS -- HEAD BOYS	4	5	4	0	3	3	5	3	0	0	3	30
TENNIS – HEAD GIRLS	4	5	4	0	3	3	5	3	0	0	3	30

**APPENDIX B - SCHEDULE B - NON-COACHING
EXTRA DUTY DIFFERENTIALS
September 1, 2018 – August 31, 2021**

In the event that the School Committee provides for any or all of the following extra duty positions and provided that any or all such positions are filled, the amount of the extra duty differentials shall be as provided below. Persons appointed to extra duty positions are eligible for reappointment subject to satisfactory performance, as determined in annual performance evaluations. When a vacancy occurs in an extra duty position, it will be advertised and posted, in accordance with the provisions of Article XII, Sections A, B and C.

The Parties agree to create a joint subcommittee to review and update the stipend list. The subcommittee will report out its joint recommendations to the negotiating teams by March 31, 2019. Any changes to the Appendices shall be subject to ratification by the Parties.

DUTY	Category	STIPEND	Tech Skills and Knowledge / Certification Required	Scope of Impact on School Community	Time for Preparation and Discharging Duties	Staff Supervision	Fiscal Management and Responsibility	TOTAL POINTS
7-8 Yearbook Advisor	Advisor	\$600.00	2	2	1	0	1	6
8th Grade Graduation Coordinator	Advisor	\$650.00	2	1	1	2	1	7
Students Who Achieve Goodness (SWAG) Advisor	Advisor	\$600.00	1	3	1	0	1	6
Class Advisor - Gr 10	Advisor	\$600.00	1	1	1	0	3	6
Class Advisor - Gr 11	Advisor	\$600.00	1	1	1	0	3	6
Class Advisor - Gr 12	Advisor	\$600.00	1	1	1	0	3	6
Class Advisor - Gr 9	Advisor	\$600.00	1	1	1	0	3	6
Graduation Coordinator	Advisor	\$750.00	2	3	1	2	1	9
Prom Coordinator	Advisor	\$1,100.00	1	3	2	2	2	10

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7-12 Student Council Advisor	Advisor	\$650.00	1	2	1	0	3	7
7-12 Student Newspaper Advisor	Advisor	\$700.00	3	3	2	0	0	8
Blue/Gold Advisor	Advisor	\$600.00	0	3	2	0	1	6
Future Farmers of America (FFA) Advisor	Advisor	\$2000.00	2	2	3	0	3	10
Mentor (TITLE IIA GRANT)	Advisor	\$1050.00	3	3	2	1	0	9
National Honor Society / Cum Laude (combined) Advisor	Advisor	\$1,500.00	2	2	2	0	3	9
Elementary Student Council Advisor	Advisor	\$600.00	1	1	1	0	3	6
Elementary Newspaper Advisor	Advisor	\$650.00	2	3	2	0	0	7
Model UN Advisor	Advisor	\$650.00	2	2	2	0	1	7
Homeless Liaison (federally mandated) Coordinator	Coordinator	\$1,300.00	3	3	1	0	1	8
ELL Coordinator	Coordinator	\$1,500.00	3	3	2	2	0	10
Mentor Coordinator (TITLE IIA GRANT)	Coordinator	\$1,800.00	2	3	2	3	3	13
Web Site Coordinator	Coordinator	\$1,300.00	2	3	3	0	0	8
Events Coordinator	Coordinator	\$1,300.00	2	3	3	0	0	8
Early Childhood Coordinator	Coordinator	\$1,500.00	3	2	2	2	1	10
Curriculum Leader: K-12 Health/PE	Curr Ldr	\$1,205.00						0
Curriculum Leader: K-12 Foreign Language	Curr Ldr	\$1,355.00						0
Building Leader: Grades 9-10	Curr Ldr	\$1,500.00						0
Curriculum Leader: K-12 Arts	Curr Ldr	\$1,505.00						0

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Building Leader: Grades 7-8	Curr Ldr	\$1,930.00						0
Curriculum Leader: 7-12 Social Studies	Curr Ldr	\$1,950.00						0
Curriculum Leader: PK-6 Social Studies	Curr Ldr	\$1,970.00						0
Curriculum Leader: 7-12 Special Education	Curr Ldr	\$2,105.00						0
Curriculum Leader: K-6 Special Education	Curr Ldr	\$2,105.00						0
Curriculum Leader: 7-12 Science and Technology	Curr Ldr	\$2,345.00						0
Curriculum Leader: PK-6 Science and Technology	Curr Ldr	\$2,345.00						0
Curriculum Leader: 7-12 English Language Arts	Curr Ldr	\$2,815.00						0
Curriculum Leader: PK-6 English Language Arts	Curr Ldr	\$2,815.00						0
Curriculum Leader: 7-12 Math	Curr Ldr	\$2,890.00						0
Curriculum Leader: PK-6 Math	Curr Ldr	\$2,890.00						0
7-12 Special Education Team Chair	Leader	\$3,250.00	3	3	3	3	3	15
K-6 Special Education Team Chair	Leader	\$3,250.00	3	3	3	3	3	15
School Nurse Leader	Leader	\$3,100.00	3	3	3	3	2	14
Elementary Band (Concerts, Parades)	Special Considera.	\$1,350.00	3	3	3	2	1	12
Chorus : Madrigal Singers, Boys & Girls Groups, 2 concerts, Sheffield Xmas, Cabaret	Special Considera.	\$2,575.00	3	3	3	2	1	12
High School Band: Jazz Band, 2 Concerts,	Special Considera.	\$2,575.00	3	3	3	2	1	12

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Sheffield Xmas, Cabaret								
Yearbook Advisor (Shared)	Special Considera.	\$2,600.00	2	3	3	0	3	11
Drama: Suggest independent contract - Remove from Stipends	Special Considera.	\$2,375.00						0
Teacher Assistance Team Coordinator: 7-12	Special Considera.	\$2,105.00	3	3	2	2	0	10
Morning Show: 90 hours per year Producer	Special Considera.	\$3,000.00	3	3	1	0	0	7
Substitute Coordinator: 180 hours per year.	Special Considera.	\$6,485.00	2	3	3	3	2	13
Artistic Director: Suggest Independent contract - remove from Stipends	Special Considera.	\$8,000.00	3	3	3	3	3	15
Elementary Music Coordinator	Special Considera.	\$1,350.00	3	3	3	2	1	12
K-6 Teacher Assistance Team Coordinator (IST)	Special Considera.	\$2,105.00						0
SLPA Supervisor	Special Considera.	\$900.00						
Chaperones (per event)	Special-Event	\$25.54						0
Unit Members - 3 Consecutive Nights w/ students	Special-Event	\$110.00						0
Class coverage (per period)	Special-Hourly	\$8.02						0
Elementary Tutors (ESP) Hourly rate	Special-Hourly							0
Elementary Tutors (Teachers) Hourly rate	Special-Hourly							0
Secondary School Store Advisor	Vacant	\$0.0	1	3	2	0	2	8
Homework Help Center/High School		\$15.00/hour						

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Homework Help Center/ Elementary	\$30.00/ session						
After School Program Coordinator	\$2,500.00						
New Marlborough Central Building Leader	\$3,500.00						
Title I Coordinator	\$3,000.00						
Students Activities Account Clerk	\$2,000.00						
Wellness Coordinator	\$1,000.00						

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Criteria	Tech Skills and Knowledge/ Certification Required	Time for Preparation and Discharging Duties	Staff Supervision	Fiscal Management and Responsibility
1 point	Willingness	Up to 1 hour per week	Supervision of 1 Staff Person	Handles and submits funds
2 Points	Related Professional Experience	2-3 Hours per week	Coordination with Teams of Staff	Maintain School Accounts
3 Points	License or Certification Required	More than 3 hours per week	Supervision of and Coordination with Staff	Fund-Raising, Budget Development, and Maintaining School Accounts

1. Advisors: \$300 base; \$50/point up to 8 points; \$200/point 9+
2. Coordinators: \$500 base; \$100/point
3. Leaders: \$1000 base; \$150/point
4. Special Considerations: were adjusted to reflect time/responsibility

**SOUTHERN BERKSHIRE REGIONAL SCHOOL COMMITTEE /
SOUTHERN BERKSHIRE REGIONAL EDUCATION ASSOCIATION
UNIT A CONTRACT**

**Appendix C.
Teacher and Caseload Educator Evaluation**

Article IX
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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) **Administrator:** SBRSD employees holding Massachusetts educational administrator certification and employed in an administrative role: i.e., superintendent, principal, assistant principal, special education director, curriculum director.
- B) ***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.
- C) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom

- D) teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- E) **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.
- F) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced and announced - observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03). Evidence that has not been shared with the educator shall not be utilized in the evaluation process.
- F) ***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 Determined Measures will be bargained separately as part of the implementation of this contract."
- G) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 60 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- I) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
 - J) ***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").
 - K) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) Evaluator shall be the administrator responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and shall be the administrator who determines the Educator's performance ratings and evaluation

- ii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iii) **Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. Standards governing why such change is taking place shall be negotiated by the parties.
- L) **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.
 - M) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - N) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - O) ***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.
 - P) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
 - Q) ***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.

- R) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than ten minutes duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article. Evaluator will display a note to the teacher identifying the event as an evaluation. Evaluator will provide written feedback to educator within 5 school days.
- U) **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”).
- V) ***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.

- W) ***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.
- X) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **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.
- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students

- iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- AA) ***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
- BB) ***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.
- CC) ***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.
- DD) ***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.
- EE) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of 10 minutes or greater.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence identified and to be provided or made available upon evaluator's request by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent. See definition: Categories of Evidence.

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 parties agree to use the rubrics provided by DESE. Future changes to the rubrics are subject to negotiation between the District and the Association, and approval by DESE.

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators who are new to the system, focused substantially on educator evaluation. Previously trained members may request or be requested to be included in this training. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
 - iv) Educators hired after the annual training shall be provided an overview and forms within four weeks of their hire date.

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

A) Completing the Self-Assessment

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

B) Proposing the goals

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

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle

or by October 31st 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 31st 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 December 1. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

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

11) **Observations**

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

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

Upon agreement between the administration and educator's association, the evaluator may bring an observer who is a properly trained education professional consultant contracted through the Southern Berkshire Regional School District.

A teacher shall be entitled to submit a written response to the observation report which will be reviewed by the Evaluator and attached to the report.

- A) Unannounced Observations
 - i) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

- ii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

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

(1st) Describe the basis for the Evaluator's judgment.

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

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

(4th) State that the Educator is responsible for addressing the need for improvement.

(e) The Educator will be given 7 school days to sign and return the observation form(s) and may comment on any aspect of the forms. The Educator's signature does not necessarily indicate agreement with the comments.

(f) In case of an unfavorable observation the Educator can request an additional announced observation done with the same Evaluator who made the unfavorable observation.

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 Evaluator may request and/or the Educator may make available 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. This letter and/or evidence will be attached to the assessment at the discretion of the educator.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Evaluator may request and/or the Educator may make available 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. This letter and/or evidence will be attached to the assessment at the discretion of the educator.
- G) The Educator shall sign and date the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion.

The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 20th.
- 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) 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.
- E) 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.
- F) 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 Evaluator may request and/or the Educator may make available 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.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- H) 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} 20th.
 - I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
 - J) 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.
 - K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - L) The Educator shall sign and date 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.
 - M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report. This letter and/or evidence will be attached to the assessment at the discretion of the educator.
 - N) A copy of the signed final Summative Evaluation report shall be filed in the Educator’s personnel file.
- 15) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. The District may pay the cost, if any, of any course, conference or other activity agreed upon by the parties. The District and the Educator will work together to find necessary time to follow through with recommendations.
- 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.
 - D) The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and

Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The length of the plan shall be one full school year.
- 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 May 20th.
- 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.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (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) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process All other Educators submit self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) (see 8cii)	October 31
Evaluator completes Educator Plans	December 1
Evaluator should complete first observation of each Educator	December 15
Evaluator may request and/or the Educator may make available evidence of parent outreach, professional growth, progress on goals (and other standards, if desired)	Four weeks before Formative Assessment Report date established by Evaluator
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>

Evaluator may request and/or the Educator may make available evidence of parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 20
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 20 of Year 2
Evaluator conducts Summative Evaluation Meeting, if needs improvement or unsatisfactory shall meet: Proficient or exemplary, may meet: June 10 of Year 2	June 10 of Year 2 June 1 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) Other issues relevant to Career Advancement are subject to and may be addressed in collective bargaining.

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. 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. 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) All PTS teachers who are currently in “good standing” (i.e., not on a corrective action plan) shall be considered to be at the Proficient classification. Said teachers shall be started on a self-directed growth plan.
- B) Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans may be literally or figuratively “put into a hat.” The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- D. 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 administrators may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of

unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually and recommend adjustments to the parties.
- F. *Violations of this article are subject to the grievance and arbitration procedures.*