

Agreement Between

**The Mendon-Upton
Regional School District**

and



July 1, 2021 – June 30, 2024



Moving Forward Together

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ARTICLE 1

1 RECOGNITION

1.1 For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Mendon-Upton Regional School Committee (hereinafter referred to as the Committee) recognizes the Mendon-Upton Regional Teachers Association (hereinafter referred to as the Association) as the exclusive bargaining agent and representative of all professional teaching personnel employed by the Mendon-Upton School Committee who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such professional licenses and who perform a school-related function such as library media specialists, guidance counselors, school nurses, hearing and speech pathologists, occupational therapists, physical therapists, and technology integration specialists. This clause does not include any professional personnel explicitly hired as a consultant to provide services or those who are licensed as assistants. Also excluded are per diem substitute teachers, and all other managerial employees of the Regional School Committee as defined in M.G.L. Chapter 150E or any other subsequent statute which defines or clarifies the term "managerial employees."

1.2 The professional employees will be divided into three (3) units hereinafter called Unit A, B, and Unit C. Unit A is to include all teachers, certified service providers, head teachers, guidance counselors, curriculum assistants, **instructional coaches, BCBAs, adjustment counselors (or equivalent)** and media specialists. Unit B is to include Dean of Students. Unit C is to include school nurses. Units A, B, and C will be represented by the Professional Rights and Responsibilities Committee of the Mendon-Upton Regional Teachers Association.

1.3 A subcommittee will be formed to go through the contract to change all references from "Teachers" to "Unit A," where appropriate.

ARTICLE 2

2 NEGOTIATION PROCEDURE

2.1 The Committee agrees to enter into negotiations with the Association in a good faith effort to reach agreement concerning wages, hours, and conditions of employment for all employees covered in Units A, B, and C. Any agreement so negotiated will apply to all employees covered under Units A, B, and C and will be reduced to writing and signed by the Committee and the Association.

2.2 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and designate a representative for the purpose of collective bargaining.

2.3 If the negotiations described in Sections 2.1 and 2.2 have reached an impasse, the procedure described in M.G.L. Chapter 150E will be followed.

2.4 The Committee agrees not to negotiate matters applicable to employees covered by this agreement with any organization other than that designated as the exclusive bargaining agent pursuant to Article 1 herein and M.G.L. Chapter 150E. The Committee further agrees not to negotiate with any organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this agreement.

2.5 This agreement is a complete agreement between the parties for the term hereof covering all mandatory subjects of bargaining. All matters not dealt with herein shall be treated as having been brought up and disposed of and neither party to this agreement shall be under any obligation to negotiate with the other any modification or addition to this agreement which are to be effective during the term thereof.

In the event any changes are mutually agreed to between the Committee and the Association, they will be reduced to writing, signed by the Committee and the Association representative and become addenda to this agreement.

ARTICLE 3

3 MANAGEMENT RIGHTS

3.1 The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. The Superintendent is the chief executive and administrative officer of the District pursuant to the provisions of Chapter 71 and nothing in this contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the Superintendent or statute or any rule or regulation of the Commonwealth. As to every matter not specifically mentioned or provided for in this agreement, or as to all matters in conflict with the powers, rights, or duties conferred by statute, rule, or regulation of any agency of the Commonwealth on the School Committee or Superintendent, the Committee and Superintendent shall retain all powers, and any inherent powers, rights, and duties that they have by law and may exercise any such power in their discretion without any exercise being made the subject of a grievance procedure.

ARTICLE 4

4 GRIEVANCE PROCEDURE

4.1 A “grievance” is an alleged violation of a specific provision of this agreement, or any dispute over the interpretation, meaning, or application of the terms thereof. The aforementioned definition neither limits the Association or the Committee from bringing up for discussion and possible agreement any other differences which might arise between the parties hereto, nor prevents any teacher from individually presenting any grievance or difference through regular administrative channels. However, it is mutually agreed that any such differences shall not be referable to the grievance and arbitration provisions of this

agreement without the mutual consent of both parties hereto. A grievance must be presented within eleven (11) school days of the time of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence, whichever is later, and must be processed in accordance with the steps, time limits, and conditions as set forth below in this article.

- STEP 1. The grievance shall first be taken up between the aggrieved employee(s) and his/her principal or immediate superior. The employee may request that the Association's representative be present.
- STEP 2. If the aggrieved person(s) is not satisfied with the disposition of his/her grievance or if no decision has been rendered within five school days from the date of such meeting, the grievance shall be filed in writing with the principal or superior. The grievance must state the names of the parties, the date the principal or superior was approached, the alleged facts pertaining to the grievance and the applicable provisions of this agreement. The principal or superior may meet with the parties to the grievance and the Association's representative but in any case shall answer the grievance in writing within five (5) school days after receipt of the written grievance.
- STEP 3. If the aggrieved person is not satisfied with the disposition of his/her grievance, or if no decision has been rendered within five school days after written presentation of the grievance, s/he may file the grievance in writing with the Chairman of the Association's Professional Rights and Responsibilities Committee (hereinafter referred to as the "P.R. & R.") within five school days after receipt of the principal's or supervisor's written decision or ten school days after the written grievance was presented, whichever is sooner. The P.R. & R. shall then have five school days to review the matter and state its position to the grievant and the principal.
- STEP 4. The grievant, if not satisfied, with or without the P.R. & R. in his/her behalf, shall bring the grievance to the Superintendent of Schools in writing within five school days of the P.R. & R. review. Superintendent shall, within five school days after receipt of the written grievance, meet with the grievant, the Chairman of the P.R. & R., and the Association President and attempt to settle the grievance. The Superintendent shall give a written answer to the grievant, the principal or supervisor, and the Association within five school days after the date of such meeting.
- STEP 5. If the written answer of the Superintendent does not satisfy the grievant, or if no decision is rendered by the Superintendent within ten (10) school days after receipt of the grievance by the Superintendent, and if the grievance is not a matter subject to M.G.L. Chapter 71 Section 42 or 42D, the grievant may present the grievance in writing to the Committee within five (5) school days after receipt of the Superintendent's answer or within ten (10) school days after presentation of the grievance to the Superintendent, whichever is sooner. The Grievant may meet with the Committee at its next regular meeting to discuss the grievance in

executive session. S/he may be represented by counsel and/or the Association if s/he so states in the appeal. The Committee shall answer the grievance in writing within ten (10) school days after the conclusion of the meeting.

STEP 6. The Committee's answer shall be considered accepted unless within five school days after receipt thereof the Association notifies the Committee in writing of its intention to take the matter to arbitration pursuant to Article 5.

4.2 In the event that any grievance relates to an alleged act or failure to act by the Superintendent of Schools or by the Committee the grievance may be initiated at STEP 4.

4.3 Any grievance filed but not resolved to the satisfaction of one or more of the interested parties prior to the end of the school year shall be continued to be processed in accordance with the steps, time limit, and conditions set forth above except that the term "school day" shall be read to mean "weekday" and the time limits may be adjusted by mutual agreement to insure the availability of all necessary participants.

4.4 If the grievant or the Association fails to carry a grievance to the next step within the prescribed time limit, it shall be deemed closed on the basis of the last written answer. If the principal or supervisor, Superintendent or Committee fails to answer a grievance within the prescribed time limit the grievance shall be deemed automatically advanced to the next step.

4.5 The Association may initiate action on behalf of a group of grievants if they so request.

4.6 No reprisals of any kind will be taken by the School Committee or by any member of the administration against, any member of the P.R. & R., or any other participant in a grievance by reason of such participation.

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

4.8 Unless parties mutually agree otherwise, all meetings for the purpose of discussion of the grievance shall be held before or after the school day. An effort will be made to schedule meetings at mutually convenient times.

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

4.10 The Committee or Superintendent will, upon request, provide the Association with the approved minutes of School Committee meetings together with any public documents to the extent permitted by M.G.L., Chapter 30A, Sections 19-25, which may be necessary for the Association to process grievances under this agreement. The Association will, upon request, provide the Committee or Superintendent with the agenda, minutes of Association meetings, and any other documents relevant to the processing of a grievance.

ARTICLE 5

5 ARBITRATION

5.1 In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five school days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under provisions of the Voluntary Labor Arbitration Rules. The parties may by mutual agreement submit the grievance to the State Board of Conciliation and Arbitration in accord with its rules and regulations.

5.2 Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligations of the Committee or the Association to pay shall be limited to the obligation which the Committee or the Association can legally undertake in that connection.

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific provision of this agreement; the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement.

The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties during the arbitration proceedings. The decision of the arbitrators shall be submitted to the Committee and to the Association and shall be binding on both parties. In determining whether there is a specific and direct violation of express language of a specific provision of this agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the agreement, and that evidence of past practice, past or present policy or oral statements made during negotiations or at any time either of the parties shall be inadmissible to prove the meaning of express language, and shall not be considered by the arbitrator.

ARTICLE 6

6 CONTINUITY OF EMPLOYMENT

6.1 The teachers agree that strikes are prohibited. The Association agrees not to induce, encourage, condone, or sanction any strike, walkout, slow-down, work stoppage, sick-out, or withholding of services. The Committee agrees to bargain in good faith.

ARTICLE 7

7 TEACHING HOURS AND TEACHING LOAD

7.1 The work year of returning teachers under a ten (10) month contract (other than any newly employed or first year personnel who may be required to attend orientation sessions) will begin no earlier than the Monday prior to Labor Day and terminate no later than June 30. If school begins prior to Labor Day, the Friday before Labor Day will not be a school day. One day at the beginning of the school year may be utilized for orientation purposes. There will be three (3) full days and two (2) half days of professional development each school year. The work year shall not exceed one hundred eighty-four (184) days, unless the State Board of Education requires more than that number. The school day before Holiday Break, shall be a half day for teachers and students.

7.2 During the term of this agreement, it is the intention of the Association and School Committee memorialize the start and end times of the teacher day:

High School – 7:20 AM to 2:20 PM
Middle School – **7:55 AM to 2:50 PM**
Elementary School – **8:40 AM to 3:30 PM**

Whenever a staff member has a workload which covers more than one school, his or her schedule for any such day shall be arranged so that his/her total time of work for the day does not exceed the prescribed length of workday for the school that has the longer staff work day.

It is the intention of the School Committee to retain the starting and dismissal time for the students, as well as to memorialize the current practice for the teachers. These schedules may be adjusted as the Superintendent deems necessary in light of current conditions, including bus transportation and after notification to the Association with an explanation for the reasons involved.

7.3 All professional development courses not scheduled during the regular school day are voluntary.

7.4 All teachers will have a duty-free lunch period equal to the length of a single student lunch period. All members of the bargaining unit may leave the building on orientation days or other days when the cafeteria is not serving lunch.

7.5 The teaching load of teachers assigned to Nipmuc High School will be planned for not more than twenty-five (25) teaching periods or the equivalent, nor less than five (5) preparation periods per week, exclusive of supervisory duties assigned by the principal. Any additional class periods may be taught by mutual agreement of the teacher and the principal. In the event of a change in the structure of the class schedule, the provisions of this section shall be extrapolated and applied to the new schedule.

7.6 Open House and Parent/Teacher Conferences attendance is mandatory.

For the purposes of parent/teacher conferences, we will have two early release days for students in November. Parent/Teacher conferences will take place according to the following tentative schedule, subject to change by mutual agreement.

Elementary School

- **Two afternoon conferences will take place from 1:00-3:30pm (5 hours)**
- **One evening conference will take place from 6:00-8:00pm (2 hours)**

Middle School

- **Two afternoon conferences will take place from 12:20-2:50pm (5 hours)**
- **One evening conference will take place from 6:00-8:00pm (2 hours)**

High School

- **One afternoon conference will take place from 11:45-2:15pm (2.5 hours)**
- **One afternoon will be used for collaborative departmental time (2.5 hours)**
- **One evening conference will take place from 6:00-8:00pm (2 hours)**

7.7 Teachers of grades Pre-K-8 will have a duty-free preparation period during time used by specialists. The Committee recognizes the importance of preparation periods for grade Pre-K-8 teachers and the importance of scheduling preparation periods on a daily basis. In any event, grade Pre-K-8 teachers will receive a minimum of one (1) prep per day.

7.8 It is agreed that the proper performance of their duties may require teachers to work a reasonable amount of time after the normal work day set forth above. Said duties may include detentions, emergency student supervision, students requiring extra help, parental meetings, and consultations with other professionals and/or administrators.

Scheduled release time shall continue to be provided for Fall Parental Conferences for teachers in grades PreK-12.

7.9 The teachers acknowledge the significance of extracurricular and other student activities (such as the sponsorship of clubs, participation in class activities, etc.) in the total educational program, and shall continue to participate voluntarily in such activities in accord with past practice.

7.10 The Committee and administration will make every effort to provide qualified substitute teachers whenever a regular or special teacher is absent. **Every effort will be made to prevent pulling paraprofessionals or co-teachers from their assigned caseloads to serve as substitute teachers so that compliance with IEPs can be maintained.**

7.11 Job sharing, in accordance with the following, shall be available to all members of the bargaining units represented by the Association.

Job sharing definition: For the purpose of this Article, “job sharing” shall be defined as the allocation of all the duties of one full-time teaching position between two (2) teachers with professional status and within the school system such that the cost of job sharing does not exceed the cost of one teacher. The division of these duties shall be in accordance to the

terms set forth below.

Application: Teachers interested in job sharing shall jointly submit a job sharing proposal to the appropriate building principal no later than February 1st of the school year preceding the school year during which the job is to be shared provided that each teacher has attained professional status on the first day of the school year in which the job share is to occur. The proposal shall set forth the following details:

- a. The position to be shared.
- b. The manner in which the job is to be shared; e.g. the percentage of the job each will work.
- c. How teachers will receive the health insurance benefit; not to exceed the current costs.
- d. Any other relevant information to the implementation of the proposal such as substitutes.

Granting: The proposal shall be reviewed by the building principal and the superintendent who shall notify the teachers of their decision, with the reason for granting or denying, no later than May 15th. The decision whether or not to allow the job-sharing proposal shall not be grievable or arbitrable.

Conditions: In the event that the job-sharing proposal is approved, the following conditions shall apply:

- a. Both teachers will work the first, second, and last day of the student's school year.
- b. Both teachers will attend Open Houses.
- c. Both teachers will attend all Parent/Teacher Conferences and all staff meetings.
- d. In the event that one of the teachers is absent, the partner will make every reasonable effort to cover the class. On such days, the partner teacher shall either be paid his/her per diem rate of pay or shall be granted an equal amount of compensatory time. (For these purposes, the per diem rate of pay shall be defined as 1/184th of the partner teacher's annual salary.) Subject to review of the superintendent, the building principal shall designate which option shall be implemented.
- e. The partner teachers shall be considered to be part-time employees and as such shall be entitled to all the rights and privileges of other Unit A, B, or C members subject to the following: Where applicable, benefits shall be pro-rated (e.g. each teacher shall receive one-half of his/her salary and shall receive either fifteen (15) half sick days or one half (7.5) full sick days); and the cost of health insurance to the district shall not exceed the cost of health insurance for one teacher.

Term: The term of the job-sharing shall be for one school year, and the partner teachers shall return to their respective assignments beginning with the school year following the school year during which the job was shared. If the partner teachers wish to extend the job sharing beyond one school year, they shall apply in accordance with the Application provision of this article.

ARTICLE 8

8 CLASS SIZE

8.1 The Committee and the Association recognize that class size is an important factor in good education and the safety of all students and will, whenever possible, subject to space availability and all other educational considerations, ensure that class size is of the most effective nature for both teacher and pupil. When class size is above optimum, then a teacher may request a meeting with the building principal or designee to discuss options for optimal teacher impact on the learning environment. Any decision by the building administrator or designee is final.

ARTICLE 9

9 TEACHER ASSIGNMENT

9.1 The controlling factor in the assignment and transfer of teachers and other staff shall be the instructional requirements of the school system, the building, and its pupils as finally decided by the Superintendent of schools.

9.2 Any change of programs from the prior school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, as soon as practicable and under normal circumstances not later than June 15.

9.3 In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will be assigned, only temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study unless mutually agreed by the teacher and the administrator involved.

9.4 In arranging schedules for professional employees who are assigned to more than one school, an effort will be made by the administrators to limit the amount of inter-school travel during the school day. Such professional employees who are assigned to more than one school in any one school day will receive reimbursement of whatever is allowable by the Internal Revenue Service as deductible.

9.5 Teacher assignments will be made without regard to race, age, religion, national origin, gender, color, sexual orientation, disability and/or marital status.

ARTICLE 10

10 TRANSFERS AND VACANCIES

10.1 When an involuntary transfer is necessary, each professional employee's (1) area of competence, (2) major and/or minor field of study, (3) quality of performance, and (4) length of service in the Mendon-Upton Regional School District will be considered in determining which such employee is transferred, such transfer to be a comparable position to that already held by the employee so far as is reasonably possible. An involuntary transfer will be made

only after a meeting between the employee involved and the Superintendent or his/her designee, at which time the employee will be notified of the reasons in writing for the transfer and the consideration, if any, given to each of the matters enumerated above.

10.2 Written notice of an involuntary transfer shall normally be given teachers no later than May 15th. It is recognized that unusual circumstances may dictate the need for involuntary transfer after that date. In such cases, the teachers shall be notified as soon as possible.

10.3 Teachers who desire a change in grade and/or subject assignment or who desire transfer to another building shall submit a written request to the Building Principal stating the assignment preferred. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which s/he wishes to be transferred. Requests must be submitted by March 1st prior to the school year in which the transfer is requested. Requests must be renewed each year. All requests shall be acknowledged in writing by May 15th. The final decision rests with the Superintendent.

10.4 In the event it becomes necessary to reduce the number of employees included in the bargaining unit in Article 1, employees shall be laid off in the following order:

10.4.1 To the extent possible and practical, normal attrition will be the method first used to reduce the number of positions in those classifications and/or departments in which reductions are necessary. That is, employees who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those of non-professional status teachers whose employment, in conformity with the law, the Superintendent possesses exclusive discretion to renew or not to renew.

10.4.2 If it is not possible to reduce Unit A by the above factors, reductions will first be made among those teachers in the departments and/or classifications to be reduced who have not attained professional status, provided there are teachers on professional status who are certified to fill those positions within respective departments and/or classifications affected by the reduction.

10.4.3 A professional status teacher (Unit A) whose position is reduced shall be allowed to transfer to a position in another department and/or classification held by a non-professional status teacher, provided said teacher is certified to fill the position.

10.5 If a reduction in teaching staff results in the layoff of a professional status teacher included in Unit A, B, C, or a nurse included in Unit C, the order of layoff shall be the following:

10.5.1 Layoffs shall be conducted within disciplines based on a teacher's job performance as reflected by 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 with Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recent hired professional status teacher in the targeted discipline. If the

summative overall rating is the same, the Committee will reduce staff based on individual results within the standards according to the following priorities:

1. Standards 1 & 2
2. Standard 3
3. Standard 4

If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

Teachers may be laid off due to declining enrollment, budgetary reasons, or reorganization in accordance with M.G.L. c. 71, §42.

10.5.2 Seniority in this article shall be defined as a teacher's length of continuous uninterrupted service in years, months, and days, commencing on the first date of employment (not hiring) as a teacher on a paid basis in the Mendon-Upton Regional School district. Teachers who work part-time will commence earning seniority credit for part-time service as of September 1, 2011. Years of service for part-time work will be computed on a pro rata basis; for example a teacher who works half-time will be credited with 0.5 years of service.

Any leave of absence granted by the Committee shall be construed to be non-active service and will not be included in determining the full length of service.

In the event a reduction of staff is necessary and there is more than one teacher with equal seniority as described above, the teacher with greater academic preparation will be deemed to be most senior. Academic preparation will be controlled by Appendix A of the Collective Bargaining Agreement between the parties as follows:

- Bachelors: 1 point
- Bachelors + 15: 2 points
- Masters: 3 points
- Master + 15: 4 points
- Master + 30: 5 points
- Master + 45: 6 points
- Master + 60: 7 points

The words "qualified" or "qualifications" as used in this agreement mean possessing requisite certification required by M.G.L. C. 71 Section 38G.

10.5.3 The parties shall confer annually on or about October 1 to review the seniority list based on date of hire and academic preparation per §10.5.2 and shall discuss a proposed list with their constituencies over the course of each October to resolve any issues. On or about November 1 of each year questions about hire dates and academic preparation will be conclusively resolved by the means identified in §10.5.2. In cases of ties, the seniority date shall be established by drawing names.

10.6 A professional status teacher (Units A and B) whose position is reduced shall be allowed to transfer to a position in another department and/or classification held by a teacher with less seniority provided such employee is certified to teach in that area.

10.7 An employee affected by reduction in staff shall be notified no later than **May 15th** of the school year preceding the year in which the reduction is to take place.

10.8 Professional status employees who have been laid off shall be entitled to recall rights to positions that they had previously performed and for which they continue to be qualified in the Mendon-Upton Regional School System for a period of three (3) years from the effective date of their respective layoffs. During the recall period, employees shall be notified by certified mail to their last address of record. Termination shall occur if the employee fails to report to work, or fails to respond in writing to the notice of recall, within two weeks of delivery to the last address of record. Laid-off employees shall be hired before other applicants for vacant positions as they occur in the inverse order of their respective layoff and all benefits to which an employee was entitled at the time of layoff, if still in effect, shall be restored in full upon re-employ within the recall period. During the recall period, teachers that have been laid off shall be given preference on the substitute list if they so desire.

ARTICLE 11

11 ADVERTISING OF PROMOTIONS AND OTHER VACANCIES

11.1 Whenever any vacancy in any position occurs, it will be publicized by the Superintendent by means of an email to all staff at least **seven (7)** calendar days in advance of the appointment. In the notice, the qualifications for the job classification and its duties will be clearly set forth. During the months of July and August, notice of any such position will be emailed to all Bargaining Unit members at their email address. The Superintendent will post all other vacancies as soon as they occur for a minimum period of **seven (7)** days prior to appointment. **Vacancies occurring between August 15-September 15 may be filled after notifying the MURTA E-Board and it will be publicized by the Superintendent by means of an email to all staff at least 2 business days in advance of the appointment.**

11.2 Stipend positions that will be funded shall be reviewed and renewed annually. The Superintendent shall meet with the Association every year, approximately during the month of April, to review stipend positions that will be funded for the following school year and review timelines for the application and renewal process. **All stipend positions will be posted annually and are one-year positions.** All stipend positions will be posted to all staff by **May 15**. Interested parties shall submit applications by June 10. The Superintendent shall notify those appointed to stipend positions by **the** last day of school (approximately June 15).

Stipends will be subject to the same COLA as Unit A.

11.3 All teachers will be given an opportunity to make application for such positions, and the Principal agrees to give due weight to the professional background and attainments of all applicants. Preference will be given to an applicant from within the system if his/her educational qualifications, experience, and potential for the position are, in the opinion of the

Superintendent and the Principal, equal to those of any other applicant. It is recognized that the filling of the aforementioned positions is by law the sole responsibility of the Superintendent acting upon them with the recommendation of the Principal.

11.4 Appointments will be made without regard to race, age, religion, national origin, gender, color, sexual orientation, disability and/or marital status.

ARTICLE 12

12 PERSONNEL FILES

12.1 Teachers will have the right, upon request, to review the contents of their personnel file up to twice a year. A teacher will be entitled to have a representative of the Association accompany him/her during such review, and to receive a copy of anything in the file.

ARTICLE 13

13 DISCIPLINE

13.1 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and must be attached to the file copy.

13.2 In the case of any complaint received by the administration, a teacher will be promptly notified of the complaint, the source of the complaint and the disposition of the complaint. The Association recognizes the authority and responsibility of the Principals for disciplining or reprimanding a teacher for delinquency of professional performance. This should be done privately. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of principal, it is to be done only after a consultation with the principal.

13.3 A member of the Bargaining Unit shall be entitled to have a representative of the Association, if s/he chooses, when s/he is required to meet with the administrative personnel for an alleged infraction of discipline or delinquency in professional performance which the member believes may result in the imposition of discipline.

13.4 No teacher with professional teacher status will be disciplined, dismissed, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

13.4.1 The dismissal of a non-professional status teacher during the school year shall not be an arbitrary or capricious exercise of the District's management right pursuant to Article 3.1 of this agreement. The employee shall have an opportunity to be heard and represented

during any investigatory interview(s) in accordance with the Weingarten rules if he/she so requests. A claim that such a discharge was arbitrary or capricious is subject to the grievance and arbitration clause of this contract.

13.4.2 The above provisions shall not apply to teachers on a ninety day probationary period, or the non-renewal of non-professional status teachers.

13.4.3 Except as specifically provided above, the provisions of M.G.L. c. 71, secs. 41 and 42, as may be amended from time to time, shall control.

13.5 Management action relating to teachers shall be in conformance with State statutes.

ARTICLE 14

14 SALARIES

14.1 The salaries of all persons covered by the agreement shall consist of two components:

14.1.1 Basic salary

14.1. Extra-duty compensation

14.2 The salary shall be in accordance with the Appendices attached hereto and made a part hereof.

14.3 Evidence of degree status is required of all teachers on employment or on receipt of a degree. Adjustments upon change in educational attainment will be made twice annually, at the beginning of the school year and in February. Notification of a change in educational attainment will be made once annually, on or before February 1 of the year preceding the change, to be effective the following school year.

14.4 All members of the bargaining unit shall be paid their annual salary in either twenty-two (22) or twenty-six (26) equal payments. If an employee elects to receive twenty-six (26) checks, s/he may receive a lump sum, which may constitute several checks at the end of the fiscal year, which payment satisfies the Committee's obligation to make 26 payments. Staff members will notify the business office of their proposed method of receipt of payment on or before July 1 of each fiscal year.

14.5 All employees are eligible to participate in the Direct Deposit Program. All employees hired after July 1, 2017 shall participate in the direct deposit program.

14.6 High School Guidance Counselors shall be available as in the past for service a maximum of five (5) days before the opening and five (5) days after the closing of the school year. For each day of service, each counselor shall be compensated at his/her per diem rate. The administration will make a good faith effort to notify the effected guidance counselors at least two weeks prior to the close of school and two weeks prior to the opening of school as to the number of days they will be working and when this work shall be completed. The

parties acknowledge that the days worked will be at the discretion of the administration.

ARTICLE 15

15 SICK LEAVE

15.1 Each professional employee working under contract will be allowed fifteen days of sick leave annually at full pay for personal illness cumulative to 180 days.

15.2 In appropriate cases, a physician's certificate may be requested by the Committee to affirm the nature of the illness and/or that the staff member has recovered sufficiently to warrant returning to school after a two (2) week absence.

15.3 Upon written request by any professional employee, a statement of unused sick leave will be provided.

15.4 A teacher on leave granted pursuant to and subject to the terms and conditions of Massachusetts General Laws Chapter 149, Section 105D, may utilize during such leave any accumulated sick leave to which s/he is entitled up to a maximum of eight (8) weeks under the following terms and conditions:

15.4.1 The teacher continues to work until such time as s/he is physically disabled from working. The Committee may require the teacher to produce medical certification of disability as aforementioned.

15.4.2 The teacher returns to work as soon as s/he is no longer disabled from working. The Sick Leave Bank Committee may request additional medical certification selected and determined by the Sick Leave Bank Committee that the teacher is able to work.

15.5 Upon retirement or resignation, a professional employee with a minimum of fifteen (15) years of service in the Mendon-Upton Regional School System shall be paid \$35.00 per day in unused accumulated sick days not to exceed 180 days. In case of the death of an employee, such money will be paid to the beneficiaries.

15.6 **Pursuant to MA State Law, members may use their sick leave** to care for sick members of their immediate families. For the purpose of this contract, immediate family is construed to include only parent, stepparent, parent-in-law, grandparent, step grandparent, grandchild, step grandchild, wife, husband, domestic partner, child, stepchild, brother, stepbrother, sister, or stepsister or person residing in the immediate household as approved by the Superintendent of Schools.

Medical documentation will be needed to use sick leave in excess of five (5) consecutive days.

15.7 All teachers shall be eligible to participate in a sick leave incentive program to be paid upon the completion of the school year. In the course of any given year, teachers who use two or fewer sick days through the course of the year shall be eligible for the following

bonuses:

- Use of zero (0) days - \$325
- Use of one (1) day - \$275
- Use of two (2) days - \$225

ARTICLE 16

16 SICK LEAVE BANK

16.1 A Sick Leave Bank will be established for use by members of Bargaining Units A, B, C, Custodians and Administrative Assistants who have exhausted their own accrued sick leave and have a prolonged and/or serious illness or injury. Participation is mandatory by all Bargaining Unit members.

16.1.1 Initially, each member of the Bargaining Unit shall contribute one (1) day from his/her sick leave accumulation to the Sick Leave Bank in order to fund the Bank. In the event the Sick Leave Bank is reduced to twenty nine days or less, the Bargaining Unit shall replenish the Sick Leave Bank in the current year by contributing one (1) or more days per Bargaining Unit member. No more than three (3) Sick Leave Bank days shall be contributed from Bargaining Unit member's sick leave accounts in any one school year. At no point shall the Sick Leave Bank contain more days than three (3) times the number of members in the Bargaining Unit. Sick Leave Bank days unused in one school year shall be carried over into the next school year at the number of days remaining in the Bank or one hundred (100) days, whichever is the smaller amount. In each succeeding year by September 1, the Association shall notify the Bargaining Unit members and the Superintendent of the initial yearly contribution to be made to the Sick Leave Bank by the Bargaining Unit's members. At a minimum, the yearly starting contribution will be one (1) day for each Bargaining Unit member. Effective September 1 and thereafter, those Bargaining Unit members who are new to the system shall contribute the number of days so designated by the Bargaining Unit as the current year's minimum contribution.

16.1.2 Those Bargaining Unit members who, during the course of the year do not have a sufficient number of days to cover an additional sick day contribution requested by the Association will be allowed to borrow from the succeeding year and then repay the district in the succeeding year. In the event an employee borrows from a succeeding school year and leaves the district prior to repaying said days, the number of days owed the district will be deducted from the sick bank.

16.1.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five members. Two members will be designated by the School Committee to serve at its pleasure, and two members will be designated by the Association to serve at its pleasure. The fifth member shall be appointed annually on a rotating basis, by the first day of the school year on which teachers are required to report for work, by the Committee or the Association.

16.1.4 Any initial grant by the Sick Leave Bank Committee shall not exceed thirty (30) days.

If an individual's need continues, reapplication to the Sick Leave Bank Committee may be made for subsequent extensions up to a maximum of thirty (30) days each. Days not used from the sick leave grant will be returned to the Sick Leave Bank upon the return to regular duty.

16.1.5 A Bargaining Unit member who has received a grant from the Sick Leave Bank will, upon return to their regular duties, receive five (5) sick leave days from the Sick Leave Bank to be used in the event of an illness during the remainder of the school year. Unused days from the returning five day grant will be returned to the Sick Leave Bank on the last day of school.

16.1.6 Subject to the provisions of this Article, the Sick Leave Bank Committee shall use the following criteria in administering the Bank and determining eligibility and the amount of leave to grant.

16.1.7 Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return to work. This information shall remain confidential with the Sick Leave Bank Committee.

The Sick Leave Bank Committee may not act without submission of a physician's statement, except that the physician's statement may be submitted after the granting of days in cases of emergencies as determined by the Sick Leave Bank Committee. After an initial grant of thirty (30) days to an individual, the Sick Leave Bank Committee may have the applicant examined by a second physician selected by the Sick Leave Bank Committee, the cost of which will be paid for by the School Committee. The Sick Leave Bank Committee may ask for additional medical verification, as it deems necessary.

16.1.8 The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Sick Leave Bank Committee itself, nor shall it be subject to grievance and/or arbitration.

In administering the Sick Leave Bank, the Sick Leave Bank Committee may consider a recipient's undue delay in processing retirement or other termination of employment on account of disability or illness.

ARTICLE 17

17 TEMPORARY LEAVES OF ABSENCE

17.1 Members of Units A, B, and C will be entitled to the following temporary paid leaves of absence each school day with the approval of the Superintendent.

17.1.1 Three (3) days without loss of pay shall be available to unit members for personal reasons which require absence during school hours in accordance with the following procedure:

17.1.1.1 Notification for such days must be made at least seven (7) days in advance of the

date on which the absence is anticipated (except in cases of emergency).

17.1.1.2 Such days shall be granted for the conduct of, but not limited to, legal business, religious holidays, wedding of an immediate family member, attendance at academic exercises or professional activities of a primary interest to the staff member or of value to the school system.

17.1.1.3 Two (2) additional days may be granted at the discretion of the Superintendent whose consent to such request shall not be unreasonably withheld. Requests to observe religious holidays shall fall under these days. Unit members will still have access to their three personal days (as stated in 17.1.1) that may be taken without explanation. Requests to observe religious holidays not observed in the school calendar shall fall under these days. Unit members will still have access to their three personal days (as stated in 17.1.1) that may be taken without explanation provided they notify administration that the use is expressly in observance of a religious holiday.

17.1.1.4 The parties do not intend or contemplate that personal days may be used to extend vacations or holiday weekends unless such days are utilized for one of the acceptable purposes stated above. If a day is requested to extend vacations or holiday weekends, it may be granted without pay. Vacations should not be scheduled prior to the 185th day on the school calendar to ensure that the school year is completed.

17.1.1.5 Teachers will be eligible for compensatory time for participation in activities for students and student engagement in the community taking place beyond the regular school day/hours.

17.1.1.6 Compensatory time, when granted in lieu of financial compensation, may be used at any time at the Superintendent or his/her designee's discretion. Any application for compensatory time must give 48 hours of notice. Reasonable requests will be honored.

17.1.2 A unit member shall be allowed time necessary to appear in any court or administrative action for which said member has been subpoenaed, provided that such court or administrative action rises out of the member's employment with the MURSD. If such appearance is required on a work day, the unit member shall be granted leave with pay, and if such appearance is required on a non-work day, e.g., during a school or summer vacation period, the unit member shall receive his/her per diem rate of pay. Notwithstanding the foregoing, if the unit member is a party to the proceeding, i.e., the plaintiff, defendant, or grievant or an individual whose actions or inactions gave rise directly or indirectly to the court or administrative action, then any time required to appear in such action shall be unpaid or accrued personal days may be used.

17.1.3 A unit member shall be allowed time necessary up to a maximum of ten days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session and a statement to that effect is obtained from the unit commanding officer. Salary for the period of leave shall be adjusted to equal the difference between the service pay (less travel) and the teacher's regular salary.

17.2 Staff members attending approved conferences, accompanying students on field trips, or participating in educational activities relating to the program of the School District shall be considered to be working on behalf of the District with no deduction of compensation or leave time. The Committee agrees to allocate funds for such activities that are educationally meritorious. All such activities must be approved in advance by the Superintendent or any other appropriate administrator.

17.3 Up to five (5) school days at any one time in the event of death in the immediate family. For the purpose of this contract, immediate family is construed to include only parent, stepparent, parent-in-law, grandparent, **step-grandparent, grandparent-in-law**, grandchild, step-grandchild, wife, husband, domestic partner, child, step-child, brother, step-brother, sister, step-sister, or person residing in the immediate household as approved by the Superintendent of Schools. Three (3) days shall be provided in the event of the death of a brother-in-law or sister-in-law. **One (1) day shall be provided in the event of death of an aunt, uncle, niece or nephew.**

17.4 A temporary leave of absence will be granted for teachers called to jury duty. A teacher granted leave under this section shall be paid regular compensation for the period of such leave, less the compensation received by him/her for serving on the jury.

17.5 All requests for such leave must be made in writing to the principal as far in advance as possible, so that appropriate steps can be taken to secure a substitute for such person while on leave.

ARTICLE 18

18 EXTENDED LEAVES OF ABSENCE

18.1 A leave of absence without pay of up to two (2) years will be granted to any teacher who serves as an exchange teacher, and is a full-time participant in such a program. Upon return from such leave the teacher will be considered as if s/he were actively employed by the District during the leave and s/he will be placed on a salary schedule at the level s/he would have achieved if s/he had not been absent. If the teacher does not plan to return, the Superintendent must be notified by April 1 of the school year prior to the September the teacher is intended to return.

18.2 Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on a salary schedule at the level s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence up to a maximum of two years.

18.3 A teacher in the school system who wishes to continue employment in the school system may apply for and receive a leave of absence without pay under the following conditions:

18.3.1 Short-Term Parental Leave

18.3.1.1 Upon receipt of at least two weeks written notice of a **member**'s anticipated date of departure and intention to return, the Committee shall grant a leave of absence without pay for **parental leave** for up to **twelve (12) consecutive weeks worth of reportable school days in a 12 month period (184)** in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D. **Reasons for parental leave include but are not limited to childbirth, adoption, foster child placement and medical care.**

18.3.1.2 This leave may be extended by mutual agreement between the **member** and the Superintendent in order that a **member** who has been on short-term maternity leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complications resulting from the pregnancy extends beyond the **twelve (12)** in 18.3.1.1 above.

18.3.1.3 A teacher **member** who takes a **twelve (12)** week leave pursuant to the provisions of Massachusetts General Laws Chapter 149 Section 105D may use accumulated sick leave **and/or personal days** as set forth in 15.4 of this agreement.

18.3.2 Extended Child-Rearing Leave

18.3.2.1 **The** Superintendent shall be notified in writing not later than ninety (90) days before the anticipated commencement of the leave, **barring any extenuating circumstances**.

18.3.2.2 Said extended child rearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) provided that, up to this time, the teacher can perform normal duties satisfactorily.

18.3.2.3 Said extended child rearing leave shall be without pay and shall terminate either the first of September following the birth **or adoption** of the child or the following September 1st. A teacher may return earlier if the teacher and the Committee so agree. Extensions of leave may be granted at the discretion of the Committee.

18.3.2.4 A leave of absence without pay or increment of up to one year will be granted for the purpose of caring for a newly adopted child.

18.3.2.5 The teacher must notify the Superintendent by the first of April of the year in which the leave expires of his/her intention to return in September, apply for an extension, or to retire from the school system. Failure to comply with this requirement will be considered as his/her resignation from the school system. Upon return from such leave, the teacher will be assigned to her former position or to as comparable a position as possible.

18.3.2.6 A teacher returning from child rearing leave will be placed on a salary scale on the step held prior to withdrawal. Such leave of absence shall not count toward professional status. However, if a teacher is employed more than one half (92 days) of the year in which

the leave commences, s/he shall be eligible for incremental credit and shall receive credit toward professional status following his/her return to active employment in the Mendon-Upton Regional School District.

18.3.2.7 All district policies and procedures will be wholly consistent with all clauses and laws incorporated from the Family Medical Leave Act (FMLA), including Chapter 39, which may be found at:

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/FOH_Ch39.pdf

18.4 A leave of absence without pay or increment of up to one year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee. All members of the bargaining unit are entitled to the provisions of the Family and Medical Leave Act of 1993 if such benefits are applicable to them.

18.5 A teacher may be granted leave of absence, without pay or increment for up to one year for health reasons. Requests for such leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Committee.

18.6 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return. The returning teacher will be assigned to the same position, if available, which s/he held at the time said leave commenced. That is providing, however, that the Committee shall not be required to restore a teacher on extended leave to his/her previous or comparable position if the returning teacher has either been laid off or would be subject to layoff pursuant to 10.4 - 10.7 if reinstated.

18.7 A teacher may be granted up to two (2) years leave of absence for personal reasons. Such leave will be without pay or increment. The teacher must notify the Superintendent by April 1 of the year in which his/her leave expires of his/her intentions to return in September, apply for an extension, or to retire from the school system. Failure to comply with this requirement will be considered as his/her resignation from the school system.

18.8 All requests for extensions or renewals of leaves will be applied for and answered in writing.

ARTICLE 19

19 SABBATICAL LEAVE

19.1 Upon the recommendation of the Superintendent of Schools, a Sabbatical Leave may be granted by the Committee for advanced study or research to teachers who have completed seven (7) consecutive years of service in Mendon-Upton Regional School District, where such experience would in the opinion of the Committee, increase the teacher's professional ability.

19.2 Personnel requesting such leave must submit their applications in writing to the

Superintendent of Schools not later than February 1 of the school year, preceding the school year for which the leave is requested. Action shall be taken on such requests as soon as possible and not later than April 1. Such leave shall commence on the first day of the school year for which the Sabbatical Leave was granted.

19.3 Successful applicants will receive 1/2 of the salary to which they would have been entitled.

19.4 Before accepting such Sabbatical Leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A to return to active service of the Mendon-Upton Regional School District for a period of twice the length of such leave. If the professional employee fails to return to the system for the specified amount of time, except in the case of permanent disability or death, s/he will refund to the District an amount equal to such proportion of service not rendered.

19.5 Upon return from such leave, a professional employee for salary purposes shall be considered as if s/he had been actively employed by the Committee during the leave.

19.6 No more than two (2) teachers will be granted Sabbaticals at any one time (no more than one at a time from each administrative level, i.e. PreK-4, 5-8, 9-12). However, in case the number of applications shall exceed the number of Sabbatical Leaves of absence that the Committee plans to grant for a particular school year, the recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the educational system of the Regional School District.

ARTICLE 20

20 ON THE JOB INJURY

20.1 Worker's Compensation

Whenever a teacher is absent from school as a result of personal injury (caused by an accident) arising out of and in the course of the teacher's employment, the teacher will be paid by the School District the difference between the teacher's full salary and payments received under the Massachusetts Workers' Compensation Insurance.

ARTICLE 21

21 INSURANCE

21.1 The Committee will pay a portion of life and health insurance programs as described below:

21.1.1 Seventy-five percent of \$2,000 term life insurance plan of the type in effect to all employees listed in Units A, B, and C of the Mendon-Upton Regional School District, provided that they are participants in the health insurance program offered by the District under this contract or a comparable health and accident insurance program.

The Association will carry a \$3,000 supplementary term life insurance policy, available to Association members who are represented members of the \$2,000 program described in the paragraph above. The staff member will pay cost of the supplementary life insurance. The Committee will cooperate in administration of the program.

21.1.2. The Committee shall pay seventy-five percent of individual or family coverage, whichever applies in the particular case, for Harvard-Pilgrim PPO and HMO plans of the type in effect to all employees listed in Units A, B, and C of the Mendon-Upton Regional School District.

21.1.3 Seventy-five percent of the cost of supplemental health insurance for employees who choose to qualify for Medicare. Employees who retire before the age of 65 may elect the same health insurance coverage where the premium payments will be divided equally (50%/50%) between the district and the covered person with benefits for a spouse or surviving spouse. If the retired employee is eligible for Medicare before the spouse is eligible or if the spouse is not eligible for Medicare, the spouse or surviving spouse may continue to be covered under the district plan as a single member with the same (50%/50%) split.

21.1.4 The Committee and district shall ensure that covered members will have their deductibles for health insurance of \$1,500/\$3,000 (individual plan/family plan) paid by the Committee and District (i.e., through a third-party payor).

21.2 If two or more employees belong to a single-family unit, each will be eligible for coverage under paragraph 21.1 above.

ARTICLE 22

22 PAYROLL DEDUCTIONS

22.1 The Committee agrees that in accordance with the provisions of Massachusetts General Laws, Chapter 180, Section 17(c) of the Massachusetts General Laws, it will request the District Treasurer to deduct membership dues from the salaries of its teachers who, by October 1st of each school year, have voluntarily submitted a written authorization currently used by the parties hereto.

The Committee will incur no liability for loss of dues monies after properly depositing the same addressed to the Association in the United States Mail. The Association shall indemnify and save the Committee harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Section. Beginning with the second payroll in October, deductions shall be made in equal installments throughout the payroll year.

22.2 Pursuant to Massachusetts General Laws, Chapter 149, Section 178B, the Committee agrees that it will request the District Treasurer to deduct from the salaries of teachers who have on file with the Committee an executed Credit Union Deduction Authorization Card, an

amount(s) specified for the purchasing of shares of or making deposits in, or repaying a loan from the MTA Credit Union.

22.3 Professional employees will be eligible to participate in the “tax sheltered” annuity plan established pursuant to Section 403(b) and 457 of the IRS Code and subject to the provisions of M.G.L. c. 71, §37B.

22.4 Pursuant to the provisions of Massachusetts General Laws Chapter 697 of the acts of 1987 (the Public Employee Pension Reform Act) effective January 12, 1988, the Committee agrees to: 1) Make the necessary changes in its payroll procedures to allow employee contributions to health insurance to be paid with pre-tax earnings.

ARTICLE 23

23 DURATION

23.1 If any provision of this agreement or any application of the agreement to any employee or group of employees 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.

23.2 This agreement shall become effective July 1, 2021 and shall remain in effect up to and including June 30, 2024. Negotiations for a successor agreement shall commence no later than December 1, 2023. The Committee will provide copies of this agreement in its final form to all teachers after review of a draft provided to the Committee by the Association within 45 days of ratification by all parties, said Committee review not to exceed 14 days.

ARTICLE 24

24 STAFF CONDUCT

24.1 All staff members have a responsibility to familiarize themselves with and abide by the laws of the State as these affect their work, the policies of the School Committee, their professional code of ethics and the regulations designed to implement them.

24.2 In the area of personal conduct, the Committee expects that teachers and others will conduct themselves in a manner that not only reflects credit to the school system, but also sets forth a model worthy of emulation by students.

24.3 All staff members will be expected to carry out their assigned responsibilities with conscientious concern.

24.4 Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities, which will be required of all personnel:

Support and enforcement of policies of the Committee and their implementing regulations and school rules in regard to students.

Diligence in submitting required reports promptly at the times specified. Care and protection of school property.

Concern for and attention to their own and the school system's legal responsibility for the safety and welfare of students.

24.5 No employee of the School District will engage in or have financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities toward the school system. Nor will any employee engage in any type of private business during school time or on school property.

ARTICLE 25

25 FACULTY MEETINGS

25.1 All faculty will be given a draft overview of all staff meetings 24 hours prior to the scheduled meeting. This will enable teachers to contact administration for any clarification of topics.

ARTICLE 26

26 HEALTH AND SAFETY

26.1 The Committee and the Association affirm their commitment to the maintenance of an environmentally safe school system and an atmosphere conducive to teaching and learning. To those ends, the parties agree as follows:

1. A Health and Safety Committee (HSC) will be established consisting of two (2) representatives appointed by the School Committee and two (2) representatives appointed by the Association.
2. Individual concerns regarding matters of health and safety shall, where applicable be brought to the immediate attention of the building principal.
3. The HSC shall meet at least four times a year with all building principals and Association building representatives to hear concerns regarding issues of health and safety and where appropriate, investigate such matters. In the event that the HSC determines that the investigation requires specialized services which can only be provided by an outside agency, the HSC shall request that the School committee approve the cost of such services. Reports of the HSC shall be presented to the School Committee which shall take such reports under consideration and take such action as the School Committee deems necessary. The HSC will be informed as to the disposition of the matter within sixty (60) days of referral to the School Committee. If needed the HSC may meet more often than quarterly, if the need exists in order to address concerns in a timely fashion.
4. In addition, the HSC will be encouraged to create health and safety information programs.

- 5. The HSC shall meet before the start of the school year to discuss and plan existing health and safety provisions, including those related to existing COVID-19 mitigation strategies, to ensure the health and safety of all members.**

ARTICLE 27

27 PROFESSIONAL DEVELOPMENT

27.1 A Professional Development Committee will be convened **at least quarterly**, to be comprised of district administrators and teachers from each of the district's four schools and will be co-chaired by MURTA leadership/or designee and district administration/**or designee**. The teacher representatives will be representative of various content areas and grade levels **and membership on the committee will be open to all who are interested**. Administrators and teachers shall work together to establish mutually beneficial goals with consideration for the many different disciplines and varying professional development needs of the membership. The charge of the PD Committee shall be **to establish for each year a professional development plan aligned with state, district, school and educator goals and aligned to MA Standards for High Quality PD**.

- A. To establish for each year a professional development focus, consistent with the system-wide goals. The number of professional development days is set forth in Article 7, Section 7.1.
- B. To plan and arrange for the provision of professional development programs which will be offered through the system. These programs will be made available at a variety of times, such as, but not limited to, before school, after school and during school vacation periods.
- C. To monitor and evaluate the system's professional development program.

Additional Professional Development Opportunities

- A. If funding is available from a budget line item funded for workshops, seminars, conferences, or other professional improvement sessions, the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent. The Superintendent's decision relative to these activities is discretionary and not subject to the grievance and arbitration provisions of the collective bargaining agreement.
- B. Each teacher may be granted at least one day paid leave to attend the educational program of another school/district only if funding is available from a budget line item funded for visiting educational programs. The teacher shall file a request in writing with the Superintendent at least ten (10) work days before the date of attendance stating the relevance of the visit to the MURSD, or the teacher's professional goals of educator plan under 603 CMR 35.00, or the educator's specific job duties. The Superintendent's decision is discretionary and not subject to the grievance or arbitration provision of the collective bargaining agreement.

- 27.2 One of the district full professional days shall be set aside to be utilized by educators

for the pursuit of individual/team professional development. Plans shall be submitted at least three weeks in advance of the professional development day for approval by the co-chairs of the professional development committee. This timeline shall automatically expire on June 30, 2019 and the language in 27.2 with respect to the timeline on submission of plans will revert to the text appearing in the 2014-2017 collective agreement unless both parties agree to continue with the language as amended herein. The parties shall meet and confer on or about June 30, 2019 on retention of the timelines in this section only. After discussion, either party may elect to revert to the 2014-2017 language. Outside speakers and general district presentations will not be scheduled for this day unless requested by the teaching staff.

27.3 If the Superintendent requests that a teacher or teachers attend workshops, seminars, or conferences, the Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging, or transportation) incurred by teachers who attend such workshops, seminars, or other approved professional improvement sessions. If the teacher requests attendance at a workshop, seminar, conference or other professional improvement seminars, said reasonable expenses shall be paid if such attendance receives the prior approval of the Superintendent and if the expenses are appropriately budgeted.

27.4 Full day professional development days held at Mendon-Upton facilities will fall within the hours of 8:00 am and 2:30 pm. This does not apply to professional development activities occurring off-site. Early release professional development days will follow the regular hours of the school to which members are assigned unless exceptions are mutually agreed upon by individual Association members and administration.

27.5 Beginning in the 2021-2022 school year, two early release days will be added to the MURSD calendar. In the 2022-2023 school year, one additional early release day will be added to the calendar.

The two early release days added will replace the two March Parent/Teacher Conferences days to be used for professional development.

During the 2022-2023 school year, the teacher directed PD day will be a half day.

ARTICLE 28

28 ASSOCIATION RELEASE TIME

28.1 The Superintendent shall allow the President and/or designee of the Teachers' Association three (3) days per school year of release time for the express purpose of conducting MTA business and/or MURTA business which can only be accomplished during times when school is in session.

The President of the Association shall inform the Superintendent of his or her need for release time as soon as the need is known and in all cases, notice of at least twenty-four (24) hours prior to conducting the business shall be provided. The association will be responsible for the cost of a substitute.

28.2 To afford Association leadership time to meet with administrators and educators, the Association President(s) will be released from all formally assigned non-teaching duties including but not limited to: hall duty, bus duty, recess duty, student dismissal duty, and detention duty etc.

ARTICLE 29

29 TECHNOLOGY

29.1 **The** Association and administration will work together to form a Technology Integration Committee to review technology initiative plans and help develop a plan for implementation.

The Technology Integration Committee will be comprised of district administrators and at least two teachers from each of the district's four schools and will be co-chaired by MURTA leadership/or designee and district administration. The teacher representatives will be representative of various content areas and grade levels. Any plans for implementation of technology for instructional purposes and curriculum development should represent the consensus view of the Technology Integration Committee.

ARTICLE 30

30 DISTRICT CALENDAR

30.1 In the event that a substantive change is necessary to the school calendar, the District will contact MURTA Leadership to initiate bargaining. The District and Committee agree to meet with MURTA Leadership in order to complete bargaining prior to the vote by the Committee.

Starting during the 2021-22 school year, should school be in session on June 19, there will be no classes as Juneteenth is now a federally recognized holiday.

IN WITNESS WHEREOF, the parties to this agreement have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto as of the _____ day of _____, 20____.

**MENDON-UPTON REG. SCHOOL
COMMITTEE**

**MENDON-UPTON REG. TEACHERS
ASSN.**

Appendix A – Teachers’ Salary Schedule

MENDON-UPTON REGIONAL SCHOOL DISTRICT

FY2022 COLA 2.00%								
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	
1	\$51,024	\$53,075	\$54,747	\$56,140	\$57,780	\$59,271	\$60,457	
2	\$52,280	\$54,382	\$56,096	\$57,522	\$59,203	\$60,731	\$61,946	
3	\$53,588	\$55,742	\$57,498	\$58,960	\$60,683	\$62,249	\$63,494	
4	\$56,116	\$58,879	\$60,530	\$62,292	\$64,076	\$65,341	\$66,648	
5	\$60,024	\$62,538	\$64,345	\$66,137	\$67,934	\$69,576	\$70,967	
6	\$62,657	\$65,414	\$67,240	\$69,079	\$70,692	\$72,565	\$74,016	
7	\$65,471	\$68,037	\$70,132	\$72,010	\$73,833	\$75,728	\$77,243	
8	\$68,283	\$71,135	\$73,367	\$74,919	\$76,991	\$78,722	\$80,297	
9	\$70,728	\$73,990	\$76,279	\$78,016	\$80,116	\$81,868	\$83,506	
10	\$74,055	\$76,847	\$78,806	\$81,100	\$83,272	\$85,036	\$86,736	
11	\$78,547	\$81,649	\$81,859	\$84,187	\$86,372	\$88,066	\$89,827	
12			\$86,541	\$89,019	\$89,482	\$91,524	\$93,355	
13					\$94,420	\$96,620	\$98,552	

FY2023 COLA 2.50%

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$52,299	\$54,402	\$56,116	\$57,543	\$59,224	\$60,753	\$61,968
2	\$53,588	\$55,742	\$57,498	\$58,960	\$60,683	\$62,249	\$63,494
3	\$54,927	\$57,135	\$58,935	\$60,434	\$62,200	\$63,806	\$65,082
4	\$57,519	\$60,351	\$62,043	\$63,849	\$65,678	\$66,975	\$68,314
5	\$61,524	\$64,102	\$65,953	\$67,791	\$69,632	\$71,315	\$72,741
6	\$64,224	\$67,050	\$68,921	\$70,806	\$72,459	\$74,379	\$75,866
7	\$67,108	\$69,738	\$71,885	\$73,810	\$75,678	\$77,621	\$79,174
8	\$69,990	\$72,913	\$75,201	\$76,792	\$78,916	\$80,690	\$82,304
9	\$72,496	\$75,839	\$78,186	\$79,966	\$82,119	\$83,915	\$85,593
10	\$75,906	\$78,768	\$80,777	\$83,127	\$85,354	\$87,161	\$88,905
11	\$80,510	\$83,690	\$83,906	\$86,292	\$88,532	\$90,268	\$92,073
12			\$88,704	\$91,244	\$91,719	\$93,813	\$95,689
13					\$96,781	\$99,035	\$101,016

FY2024 COLA 2.25%

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$53,476	\$55,626	\$57,378	\$58,838	\$60,557	\$62,120	\$63,362
2	\$54,793	\$56,996	\$58,792	\$60,287	\$62,048	\$63,650	\$64,923
3	\$56,163	\$58,421	\$60,261	\$61,794	\$63,599	\$65,241	\$66,546
4	\$58,813	\$61,709	\$63,439	\$65,286	\$67,156	\$68,482	\$69,852
5	\$62,909	\$65,544	\$67,437	\$69,316	\$71,199	\$72,920	\$74,378
6	\$65,669	\$68,558	\$70,471	\$72,399	\$74,089	\$76,052	\$77,573
7	\$68,617	\$71,307	\$73,503	\$75,471	\$77,381	\$79,368	\$80,955
8	\$71,565	\$74,554	\$76,893	\$78,519	\$80,692	\$82,506	\$84,156
9	\$74,128	\$77,546	\$79,946	\$81,765	\$83,966	\$85,803	\$87,519
10	\$77,614	\$80,540	\$82,594	\$84,998	\$87,274	\$89,123	\$90,905
11	\$82,322	\$85,573	\$85,794	\$88,233	\$90,524	\$92,299	\$94,145
12			\$90,700	\$93,297	\$93,783	\$95,923	\$97,842
13					\$98,958	\$101,263	\$103,289

Appendix B – Athletic Salary Schedule

Nipmuc Regional High School										
	(Steps)	FY 22			FY 23			FY 24		
		1	2	3	1	2	3	1	2	3
Women Varsity/Head Coach										
Basketball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Cheerleading - *2 season Varsity		\$4,505			\$4,618			\$4,722		
Cross Country	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Field Hockey	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Girls Soccer	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Girls Volleyball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Indoor Track	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Lacrosse	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Outdoor Track	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Softball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237	
Women Junior Varsity/Freshmen Coaches										
Basketball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Cheerleading -*2 Season JV		\$2,961			\$3,035			\$3,103		
Field Hockey	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Freshman Basketball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Girls Soccer	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Girls Volleyball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Lacrosse	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Softball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	
Women Assistant Coaches										
Outdoor Track	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926	

Men Varsity/Head Coach

(Steps)	1	2	3	1	2	3	1	2	3
Basketball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Boys Soccer	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Boys Volleyball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Cross Country	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Football	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Indoor Track	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Lacrosse	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Outdoor Track	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Softball	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237

Men Junior Varsity/Freshmen Coaches

(Steps)	1	2	3	1	2	3	1	2	3
Baseball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Basketball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Boys Soccer	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Boys Volleyball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Football	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Freshman Basketball	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Lacrosse	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926

Men Assistant Coaches

(Steps)	1	2	3	1	2	3	1	2	3
Football (3)	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Outdoor Track	\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926

Co-Ed Varsity/Head Coach

(Steps)	1	2	3	1	2	3	1	2	3
Golf	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Ice Hockey	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237
Ski	\$3,917	\$4,855	\$5,951	\$4,015	\$4,977	\$6,099	\$4,105	\$5,089	\$6,237

Co-Ed Junior Varsity Coaches

	(Steps)	1	2	3	1	2	3	1	2	3
Ice Hockey		\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926

Co-Ed Assistant Coaches

	(Steps)	1	2	3	1	2	3	1	2	3
Cross Country		\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Golf		\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926
Indoor Track		\$2,977	\$3,762	\$4,700	\$3,052	\$3,856	\$4,818	\$3,120	\$3,943	\$4,926

Athletic Trainer		\$14,555			\$14,919			\$15,255	
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Athletic Director

	(Steps)	1	2	3	1	2	3	1	2	3
		\$7,832	\$9,789	\$12,303	\$8,027	\$10,034	\$12,611	\$8,208	\$10,259	\$12,895

Miscoe Hill School									
		FY 22		FY 23		FY 24			
		2.00%		2.50%		2.25%			
Women									
	(Steps)	1	2	3	1	2	3	1	2
Basketball		\$2,817			\$2,888			\$2,953	
Field Hockey		\$2,817			\$2,888			\$2,953	
Soccer		\$2,817			\$2,888			\$2,953	
Softball		\$2,817			\$2,888			\$2,953	
Volleyball		\$2,817			\$2,888			\$2,953	
Men									
	(Steps)	1	2	3	1	2	3	1	2
Baseball		\$2,817			\$2,888			\$2,953	
Basketball		\$2,817			\$2,888			\$2,953	
Soccer		\$2,817			\$2,888			\$2,953	
Volleyball		\$2,817			\$2,888			\$2,953	
Co-Ed									
	(Steps)	1	2	3	1	2	3	1	2
Ass't Cross Country		\$2,206			\$2,261			\$2,312	
Cross Country		\$2,817			\$2,888			\$2,953	
Outdoor Track		\$2,817			\$2,888			\$2,953	
Ass't Outdoor Track		\$2,206			\$2,261			\$2,312	
MS Athletic Director		\$5,000			\$5,125			\$5,240	

Appendix C - Extra-Duty Stipends

	2.00%	2.50%	2.25%
	FY2022	FY2023	FY2024
<u>District-wide Stipends</u>			
Health Coordinator	\$3,219	\$3,300	\$3,374
Web Master	\$4,000	\$4,000	\$4,000
Social Media Coordinator	\$4,000	\$4,000	\$4,000
Special Education Team Chairs	\$8,000	\$8,000	\$8,000
Supervising Educators	\$2,000	\$2,000	\$2,000
<u>District Specialist Department Heads</u>			
Music – Pre-K - 12	\$3,219	\$3,300	\$3,374
Physical Education Pre-K - 12	\$3,219	\$3,300	\$3,374
Technology – Pre-K - 12	\$3,219	\$3,300	\$3,374
Visual Arts – Pre-K - 12	\$3,219	\$3,300	\$3,374
<u>Facilities Use Coordinator</u>			
Nipmuc	\$2,125	\$2,178	\$2,227
Miscoe	\$2,125	\$2,178	\$2,227
Clough	\$644	\$660	\$675
Memorial	\$644	\$660	\$675
<u>Substitute Coordinators</u>			
Nipmuc	\$5,000	\$5,125	\$5,240
Miscoe	\$5,000	\$5,125	\$5,240
Clough (<i>Head Teacher +\$55/teacher</i>)	\$5,000	\$5,125	\$5,240
Memorial (<i>Head Teacher +\$55/teacher</i>)	\$5,000	\$5,125	\$5,240
Nipmuc Regional High School			
<u>HS Department Chairs</u>			
Electives	\$6,435	\$6,596	\$6,744
English	\$6,435	\$6,596	\$6,744
Math	\$6,435	\$6,596	\$6,744
Science	\$6,435	\$6,596	\$6,744
Social Studies	\$6,435	\$6,596	\$6,744
Special Education	\$6,435	\$6,596	\$6,744
World Languages	\$6,435	\$6,596	\$6,744
<u>Extra Duty Stipends</u>			
Advanced Placement Coordinator	\$1,287	\$1,319	\$1,349
Class Advisors - Freshman	\$1,287	\$1,319	\$1,349

Class Advisors - Juniors	\$2,833	\$2,903	\$2,969
Class Advisors - Seniors	\$3,347	\$3,430	\$3,507
Class Advisors - Sophomores	\$1,287	\$1,319	\$1,349

Completion Coordinator

DECA	\$2,574	\$2,639	\$2,698
Director of High School Band	\$4,376	\$4,485	\$4,586
Director of High School Chorus	\$4,376	\$4,485	\$4,586
Drama Coach	\$3,219	\$3,300	\$3,374
Drama Music Director	\$2,131	\$2,184	\$2,233
High School 504 Coordinator	\$1,287	\$1,319	\$1,349
Jazz Band	\$2,188	\$2,243	\$2,293
Jazz Choir	\$2,145	\$2,199	\$2,248
National Honor Society Advisor	\$1,801	\$1,846	\$1,888
Newspaper Advisor	\$1,450	\$1,487	\$1,520
Peer Ed Advisors	\$1,329	\$1,362	\$1,393
Peer Tutoring/Homework (MOM)	\$4,505	\$4,618	\$4,722
Pep Band	\$1,004	\$1,029	\$1,052
PSAT Coordinator	\$644	\$660	\$675
SADD Advisor	\$1,287	\$1,319	\$1,349
Scholarship Coordinator	\$1,248	\$1,280	\$1,308
Student Council Advisor (StuCo) 9-12	\$4,000	\$4,100	\$4,192
Student Services Disability Coordinator	\$1,287	\$1,319	\$1,349
Threshold Advisor	\$1,450	\$1,487	\$1,520
Ultimate Frisbee	\$1,287	\$1,319	\$1,349
Work Study Coordinator	\$1,287	\$1,319	\$1,349
Yearbook Advisor	\$3,733	\$3,827	\$3,913

Miscoe Hill Middle School

Middle School Department Chairs

English	\$6,435	\$6,596	\$6,744
Math	\$6,435	\$6,596	\$6,744
Science	\$6,435	\$6,596	\$6,744
Social Studies	\$6,435	\$6,596	\$6,744
Spanish Immersion Coordinator K-8	\$3,220	\$3,301	\$3,375
Sped PK-8	\$3,063	\$3,140	\$3,210

Extra Duty Stipends

A'Capella	\$2,145	\$2,199	\$2,248
Art Club 5/6	\$1,532	\$1,570	\$1,606
Art Club 7/8	\$1,532	\$1,570	\$1,606

Destination Imagination	\$1,610	\$1,650	\$1,687
Director of Band (5-6)	\$983	\$1,008	\$1,031
Director of Band (7-8)	\$2,188	\$2,243	\$2,293
Director of Chorus (5-8)	\$2,188	\$2,243	\$2,293
Jazz Band	\$2,188	\$2,243	\$2,293
Middle School Drama Coach	\$3,063	\$3,140	\$3,210
Middle School Drama Coach Asst.	\$2,131	\$2,184	\$2,233
Middle School Drama Music Director	\$1,812	\$1,857	\$1,899
Miscoe 504 Coordinator	\$1,287	\$1,319	\$1,349
Miscoe Student Mentoring	\$1,287	\$1,319	\$1,349
Miscoe Yearbook Advisor	\$2,247	\$2,303	\$2,355
National Junior Honor Society	\$1,766	\$1,810	\$1,850
Nature's Classroom	\$75/Comp	\$75/Comp	\$75/Comp
Newspaper	\$1,451	\$1,488	\$1,521
Peer Tutoring/Homework (MOM)	\$4,505	\$4,618	\$4,722
Scheduling Coordinator	\$3,063	\$3,140	\$3,210
Scheduling Coordinator PK-8	\$3,063	\$3,140	\$3,210
Student Council Advisor (5-6)	\$1,287	\$1,319	\$1,349
Student Council Advisor (7-8)	\$1,287	\$1,319	\$1,349

Elementary Stipends

Curriculum Asst. Pre-K- 4

English	\$3,063	\$3,140	\$3,210
Math	\$3,063	\$3,140	\$3,210
Science	\$3,063	\$3,140	\$3,210
Social Studies	\$3,063	\$3,140	\$3,210
Pre-K Coordinator	\$3,475	\$3,562	\$3,642

Extra Duty Stipends

Elementary Yearbook Coordinator	\$1,124	\$1,152	\$1,178
Newspaper Advisor	\$571	\$585	\$599

Mentor Program

Lead Mentor	\$2,000	\$2,000	\$2,000
Level 1 Mentor (<i>New less than 3 years</i>)	\$850	\$850	\$850
Level 2 Mentor (<i>2nd year new teachers</i>)	\$650	\$650	\$650
Level 3 Mentor (<i>3rd year new teachers</i>)	\$500	\$500	\$500
<i>grade level change</i>			
<i>new to district with 4+ years experience</i>			
Co-teaching Mentor	\$1,000	\$1,000	\$1,000

Enrichment

District Enrichment Director	\$2,808	\$2,878	\$2,943
Miscoe Enrichment Coordinator	\$2,451	\$2,512	\$2,569
Clough Enrichment Coordinator	\$2,451	\$2,512	\$2,569
Memorial Enrichment Coordinator	\$2,451	\$2,512	\$2,569
Enrichment Coach (per session)	\$500/session	\$500/session	\$500/session

Appendix D – Course Reimbursement

COURSE REIMBURSEMENT

1. Staff members must complete the Course Reimbursement Form.
2. Staff members will be entitled to reimbursement of \$750 per year.
3. Course must have prior approval by the building principal, and must align with the district goals or curriculum frameworks. (Staff member must indicate whether the course is being taken during the summer, fall or spring semester.)
4. A grade of B or better must be submitted for course reimbursement.
5. Total district cost will not exceed \$30,000 per year.

Appendix E

LONGEVITY

A. Qualifications

1. Longevity payments may be elected after at least fifteen (15) years of service in the school district. If an employee elects alternative longevity, the election is not reversible.
2. All employees must apply in writing by **February** 1st prior to the school year in which longevity payments would be awarded.
3. If longevity benefits are elected, the employees will thereafter not receive any additional benefits under the provisions of Appendix F.

B. Amount of Longevity

Annual longevity payments will be \$1,800.00 per year for a minimum of one year and a maximum of three years and limited to a total of \$5,400.00. All longevity payments will be added to the employee's annual salary as it relates to the salary schedule (Appendix A and D).

C. After years of payments on the longevity plan, the employee's salary shall be reduced to the amount deducted by the teacher's placement in the regular salary schedule.

Appendix F

TIME AND LEARNING

MEMORANDUM OF UNDERSTANDING

A. General Principles

The Mendon-Upton Regional School District and Mendon-Upton Regional Teacher's Association have negotiated the impact of newly implemented State Regulations relative to Time and Learning. These regulations require an increase in instructional time provided to students. In some instances, the regulations also require an increase in the length of the school day for students and teachers. It should be noted decisions to limit teacher duties will be at the discretion of the Building Principal who will take into consideration student welfare, safety concerns, scheduling needs, student population, teacher absenteeism, the available number of professional staff, and the number of daily activities requiring duties and/or emergency situations.

B. High School

1. All teachers (9-12) shall report to their assigned classroom for student arrival and the school day will not exceed (7) hours in length, commencing at 7:20 a.m.
2. All regular classroom teachers and specialists shall be provided with an equitable number of flex periods which shall be scheduled during the first or last period of the day at which time they shall not be required to be in their specific buildings. Additional flex time may be granted based on the availability of duties.
3. All regular classroom teachers and specialists may leave their respective buildings when students are dismissed except when required to attend afternoon activities in accordance with the provisions of Article 7, Teaching Hours and Load, Section 7.8 and 7.9.

C. Middle School

1. All teachers (5-8) shall report to their assigned classroom for student arrival at **7:55** a.m. **The school day will end with the dismissal of students at 2:40 p.m. and the teacher work day will conclude at 2:50 p.m.**
2. All regular classroom teachers and specialists shall be provided with an equitable number of flex periods which shall be scheduled during the first or last period of the day at which time they shall not be required to be in their specific buildings. Additional flex time may be granted based on the availability of duties.
3. All regular classroom teachers and specialists may leave their respective buildings when students are dismissed except when required to attend afternoon activities in accordance with the provisions of Article 7, Teaching Hours and Load, Section 7.8 and 7.9.
4. **For the start of the 2021-22 school year, the Miscoe Hill Middle School will follow this proposed schedule. A Joint Labor Management Team composed of Miscoe staff and**

administration shall convene no later than October 1, 2021 to assess the schedule's efficacy, and if necessary, recommend changes subject to collective bargaining.

D. Elementary School

1. All regular classroom teachers shall report to their assigned workplace at **8:40** a.m. except when they are on corridor duty, which shall be assigned on an equitably rotating basis. Students will also report to their classroom at **8:45** a.m.
2. One (1) teacher/specialist or an aide shall be assigned hallway duty each day between **8:40-8:55** a.m.
3. **8:45-9:00** a.m. classroom opening exercises.
4. **9:00** a.m. - instruction begins.
5. Regular classroom teachers will be assigned to one outside recess duty per week. If additional coverage is required, it will be assigned on an equitably rotating basis.
6. Regular classroom teachers will not be assigned to cafeteria duty.
7. Every effort will be made to assign specialists only to two (2) such duties; if duty assignments require more than two assignments per week, but in no case more than three (3), it will be accomplished on an equitably rotating basis.
8. **All regular classroom teachers and specialists** shall be provided with an equitable number of flex periods which shall be scheduled during the first or last period of the day at which time they shall not be required to be in their specific buildings. Flex time will be granted as long as there is appropriate student coverage and does not diminish classroom teacher/student instructional time. The Principal will make every attempt to insure staff's flex release time. **Staff members are required to attend all staff meetings. Teachers who are unable to attend a staff meeting on a scheduled flex-day will notify their building principal.**
9. All regular classroom teachers and specialists may leave their respective buildings when students are dismissed except in accordance with the provisions of Article 7, Teaching Hours and Load, Section 7.8 and 7.9.

E. Staff Meetings

Staff members at all levels are required to attend the monthly staff meetings, regardless if their flex time falls contiguous to a scheduled staff meeting before or after the school day.

Appendix G

Mendon-Upton Regional School Committee
AND
Mendon-Upton Regional Teachers Association

Educator Evaluation MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between the Mendon-Upton Regional Teachers Association (Association) and the Mendon-Upton Regional School Committee (Committee). This Memorandum of Agreement amends the collective bargaining agreement which was in effect from July 2021 through June 2024. Where said collective bargaining agreement is not amended, modified or revised by this Memorandum of Agreement, then such provisions shall remain in full force and effect for the duration of the collective bargaining agreement. Now, therefore the parties hereby agree as follows:

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Article 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 support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

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

A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, occupational therapists, physical therapists, adaptive physical education teachers, and some reading specialists and special education teachers.

C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) Committee Definition- Educator Evaluation Sub-Committee: The Educator Evaluation Sub-committee will be convened at least annually and will include MURTA members and administration. The MURTA members will be representative of various content and grade levels. Administrators and members will work together to ensure that the Educator Evaluation process is conducted according to Article 1) of this document.

E) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of a minimum of 10 minutes to a maximum of one class period or lesson; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

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.

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 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

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) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation. This individual conducts all beginning of cycle, mid-cycle, and end-of-cycle meetings with the Educator.
- ii) Secondary Evaluator shall be an administrator who may conduct classroom walkthroughs which provide evidence toward an Educator's evaluation, but does not conduct any beginning of cycle, mid-cycle, or end-of-cycle meetings with the Educator.
- iii) Supervising Educator shall assist the primary evaluator and educator in developing the Educator Plan, supervising the Educator's progress through formative assessments, guiding the Educator's progress toward attaining the Educator Plan goals, and offering focused insight about the Educator Plan.
- iv) 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 the teaching assignment is a 50/50 split, the evaluation will be a shared responsibility among the Evaluators.
- v) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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) Feedback: information given to the Educator about the Educator's performance relative to student learning and professional practice goals as well as all professional practice standards. It can be about the output of the activity, the process of the activity, the Educator's management of their teaching or some other relevant area. Feedback should refocus the Educator's actions in order to achieve their goals or outcomes.

P) *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.

Q) *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.

R) *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.

S) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

T) 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, portfolios and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

U) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly but only by the request and with the consent of the Educator. The parties agree to bargain the protocols of video observations should any Educator wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article. Information included in a walk-through observation report/write up should contain only what was observed in that period of time during which the Evaluator was observing the Educator.

V) 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").

W) *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.

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 and benchmark tasks. 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.

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
- v) *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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 three 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.

Article 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 common classroom assessments used for summative purposes 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. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLs gain scores, if applicable, in which case at least three years of data is required. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
 - 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 mutually agreed upon measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of at least 10 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products with appropriate feedback within five school days.
 - iv) Examination of student work samples with appropriate feedback within five school days.
- C) Evidence relevant to one or more Performance Standards, including but not limited to: i) Evidence compiled and presented by the Educator, including :
 - (i) 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;
 - (ii) Evidence of active outreach to and engagement with families;
 - (iii) Evidence of progress towards professional practice goal(s);
 - (iv) Evidence of progress toward student learning outcomes goal(s).
 - v) Student feedback
 - vi) 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.

Article 4) Rubric:

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

Article 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.

Article 6) Evaluation Cycle: Annual Orientation

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) Provide all Educators with the name and role of their Evaluator

Article 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: At least one goal directly related to improving the Educator's own professional practice. 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 September 15th (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. Furthermore and when appropriate, goals may be written for the duration of multiple school years with action steps outlined for the current year of the Educator Evaluation.

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.

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

A) It is understood that the most effective way in which an Evaluator and Educator can work cooperatively toward improving professional practice and student learning is through the opportunity to meet regularly throughout the school year to collaborate and share their expertise.

B) 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 similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

C) 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.

D) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th 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.

E) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

F) Educators may request a meeting with the Evaluator to review progress on the Educator Plan at any time during the cycle.

Article 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 that are appropriately spaced 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 four unannounced observations that are appropriately spaced during the school year.

Article 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 per year. Educators may request additional unannounced observations as mutually agreed upon with the Evaluator.
- 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 observations that are appropriately spaced. 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.

Article 11) Observations

- A) The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.
- B) The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- C) Evaluator observations will occur at times within the school year and will not occur on days preceding or following holidays or school vacations. Additionally, observations will not be scheduled following a staff member's absence.
- D) Observations will be conducted openly and with the knowledge of the Educator (including Related Service Providers, Nurses, Guidance Counselors, etc)
- E) Every effort will be made to schedule a period of time sufficient for an Evaluator to observe as many indicators as possible.
- F) The minimum duration of any observation used for evaluative purposes is 10 minutes. If there is little opportunity to observe direct instruction, resulting in a negative observation write up, the Evaluator should conference with the Educator and schedule a follow-up observation within 10 school days.

G) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations as deemed useful by the Evaluator, principal, superintendent or other administrator. If the unannounced observation is to be used for evaluative purposes, written feedback as described below will be provided.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person or electronically.
- iii) Any observation or series of observations resulting in significant concerns by the Evaluator for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

H) 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.
- ii) 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.
- iii) 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.

- iv) The Educator shall provide the Evaluator a draft of the lesson using a mutually-agreed upon lesson plan format, 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.
- v) 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.
- vi) 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.
- vii) 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:
 - a) Describe the basis for the Evaluator's judgment
 - b) Describe actions the Educator should take to improve his/her performance
 - c) Identify support and/or resources the Educator may use in his/her improvement
 - d) State that the Educator is responsible for addressing the need for improvement

Article 12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) The Educator will submit evidence for the Formative Assessment meeting by January 15.
- 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 or electronically.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report 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.

Article 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.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the Educator's student learning and professional practice goals, and on each performance standard.

- C) The Evaluator shall complete the Formative Evaluation report, sign it (on paper or electronically) and provide a copy to the Educator.
- D) If requested, the Evaluator and the Educator may meet to discuss the Formative Evaluation Report.
- E) The Educator shall sign for receipt of and respond to the Formative Evaluation report within 5 school days of receiving the report. Signature does not indicate agreement or disagreement with its contents.
- F) The Educator's performance rating for the year shall be assumed to be the same as the previous summative rating. However, 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.

Article 14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence pertaining to the Educator's student learning goals, professional practice goals and the four performance standards.
- C) If requested, the Evaluator and the Educator may meet to discuss the Summative Evaluation Report.
- 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. For each standard, the predominant rating in each of the elements shall determine the rating for that standard. In the event that there is an equal number of ratings within a standard, the overall rating in the standard shall be the higher rating.
- F) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth and provide feedback relative to student learning and professional practice goals and each performance standard.
- G) In the event that an Educator is rated as Needs Improvement or Unsatisfactory, the Educator and Evaluator will meet to discuss the Summative Evaluation report.
- H) In the event that an Educator is rated as proficient or exemplary, a meeting may be requested to discuss the summative evaluation.
- I) 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.
- J) The Educator shall sign for receipt of and respond to the final Summative Evaluation report. Signature does not indicate agreement or disagreement with its contents.
- K) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

Article 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) A Professional Practice Goal: This goal should relate to one or more Performance Standards. Team goals are not required but may serve as professional practice goals.
 - ii) A Student Learning Goal: This goal should relate to the improvement in the learning, growth and achievement of the students under the Educator's responsibility. Team goals are not required but may serve as student learning goals.
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include mutually agreed upon professional development and learning activities, 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.

iv) The superintendent and building principals shall annually enumerate the district and school goals for the upcoming school year by September 1.

Article 16) Educator Plans: Developing Educator Plan

A) The Developing Educator Plan is for all Educators without PTS.

B) The Educator shall be evaluated at least annually.

Article 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.

B) The Evaluator shall apply professional judgment to the evidence to place the educator on a one- or two-year Self-Directed Growth Plan.

Article 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's documented, actionable feedback per walkthrough observation forms and artifacts. The Directed Growth Plan will be developed collaboratively by Educator and Evaluator and shall:

i) define the problem(s) of practice identified through observations, examination of artifacts, collaboration and evaluation

ii) detail the activities and work products that the Educator must complete/provide in order to improve

C) An Educator on a Directed Growth Plan will be paired with a mutually agreed upon Supervising Educator for the duration of the Self-Directed Growth Plan.

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

E) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Educator will move to a one year Self-Directed Growth Plan for the next Evaluation Cycle.

F) For an Educator on a Directed Growth Plan whose overall performance rating is not proficient the Evaluator will rate the Educator as unsatisfactory and the Educator will move to an Improvement Plan for the next Evaluation Cycle.

Article 19) Educator Plans: Improvement Plan

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The length of an Improvement Plan will be no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may provide opportunities, assignments and activities that are feasible for the Educator to 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 mutually agreed upon Supervising Educator (see definitions). The Supervising Educator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

E) Within 10 days of being placed on an Improvement Plan, the Evaluator and Educator shall schedule a meeting to discuss the details of the Improvement Plan. The Improvement Plan shall:

i) define the problem(s) of practice identified through observations, examination of artifacts, collaboration and evaluation

- ii) detail the activities and work products that the Educator must complete/provide in order to improve; including, but not limited to: reasonable summer activities as well as expected activities to be conducted during the school year
- iii) detail supports to be provided by the District; including, but not limited to: the individuals assigned to assist the Educator, goals related to performance standards and learning outcomes, articulate the measurable outcomes and timeline (i.e., mid-year summative evaluation) that will be accepted as evidence of improvement
- iv) the plan will be reviewed and formally accepted with signatures from the Evaluator, Educator and Supervising Educator

F) The Improvement Plan process shall include:

- i) A meeting to discuss and develop the Improvement Plan.
- ii) The Educator may request that a MURTA representative attend the meeting(s).
- iii) If the Educator consents, MURTA will be informed that an Educator has been placed on an Improvement Plan.

H) A copy of the signed Improvement 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) The Evaluator will make a decision regarding the Educator's status at the conclusion of the Improvement Plan.

- i) One of three decisions must be made no later than June 1, at the conclusion of the Improvement Plan:
 - (a) If the Educator's performance has improved to the level of proficiency, the Educator will be placed on a One-Year Self-Directed Growth Plan.
 - (b) If the Educator is making substantial progress toward proficiency, the Educator will be placed on a One Year Directed Growth Plan.
 - (c) If the Educator is not making substantial progress toward proficiency, or if the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

Article 20) Timelines

A) Educators on one-year Educator Plans

Date	Action
September 1	Superintendent and building principals enumerate district and school goals to all professional staff to include any updates to the evaluation process
September 15	Evaluator meets with first-year educators to assist in self-assessment and goal setting process
September 30	Educator submits self-assessment and a draft of proposed goals
October 15	Evaluator meets with Educators in teams or individually to review self- assessment, finalize goals and establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)
November 1	Evaluator completes Educator Plans
November 15	Evaluator should complete first observation of each Educator

January 15	Educators on a one-year Plan submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)
February 1	Evaluator holds Formative Assessment Meetings with Educators on one-Year Educator Plans if requested by either Evaluator or Educator
February 15	Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans
May 1	Educators on a one-year Plan submit evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)
May 15	Educators on a two-year Plan submit evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator
May 15	Evaluator completes Summative Evaluation Report for Educators on a one-year Plan
June 15	Evaluator completes Summative Evaluation Report for Educators on a two-year Plan and Formative Evaluation Reports for Educators in the mid- cycle of a two-year Plan
June 1	Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory
June 10	Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator
June 15	Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt
July 1	Potential Supervisory Educator positions for following SY are posted

B) Educators with PTS on Two Year Plans

Date	Action
<i>Any time during the 2-Year evaluation</i>	<i>Evaluator completes at least 1 unannounced observation(s) per year of the cycle</i>
<i>June 1 of Year 1</i>	<i>Evaluator completes Formative Evaluation Report</i>
<i>June 1 of Year 1</i>	<i>Evaluator conducts Formative Evaluation Meeting, if any</i>
<i>May 15 of Year 2</i>	<i>Evaluator completes Summative Evaluation Report</i>
<i>June 10 of Year 2</i>	<i>Evaluator conducts Summative Evaluation Meeting, if any</i>
<i>June 15 of Year 2</i>	<i>Evaluator and Educator sign Summative Evaluation Report</i>

Appendix H

UNIT B

Under the current Agreement (2014-2017), Unit B includes the Dean of Student and the director of Guidance positions. Unit B will retain all the rights of Unit A according to the terms of this Agreement.

The Dean of Students base salary will be the maximum step of the appropriate degree salary of Appendix A (Teachers Salary). The Dean of Students' school year will be a 189-day schedule. The Dean of Students stipend shall be split between the members holding the positions at Clough & Memorial. \$3,750 per person.

DEAN OF STUDENT STIPEND

<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
\$7,650	\$7,650	\$7,650

DIRECTOR OF GUIDANCE

The Director of Guidance shall be entitled to twenty (20) vacation days.

The Director of Guidance will be part of Unit B for the duration of this Agreement. Salary: A minimum of \$70,000.

Appendix I

RETELL (Rethinking Teaching English Language Learners) Initiative

1. For the purposes of the RETELL initiative, an “available employee” shall be defined as an employee of the Committee who can attend a DESE SEI Endorsement Class or DESE SEI Endorsement Bridge Class as offered per schedule on the DESE website. Also, for the purposes of the RETELL Initiative, an “eligible employee” shall be defined as an educator of the Committee who currently has or will have one or more ELL students in their classroom(s) the following school year, or a supervisor of an educator who has or will have one or more ELL students in his/her classroom(s).
2. During the District’s Cohort years, the School Committee shall work collaboratively with the Association and shall inform Association leaders which employees are eligible and available based upon scheduling. An employee may volunteer to take the SEI Endorsement Class or Bridge courses in anticipation of taking ELL students in his/her classroom; however, scheduling of the ELL students is the Principal’s decision. An employee with existing SEI Endorsement may volunteer to have one or more ELL students in his/her classroom; however, the final decision for scheduling will be determined by the Principal. No later than one week before the Committee transmits any such names to DESE, the Committee shall notify such employees of this designation so that the employee may correct this determination if needed. In the event that the employee is unable to participate in the SEI Endorsement Class or Bridge course due to a Hardship Exception, the employee will first discuss the hardship with the Principal and Building Representative and seek to resolve the issue at the building level.
3. All employees obtaining SEI Endorsement, by successful completion of the 45-hour course, shall receive three (3) credit hours to be applied to their salary in accordance with Appendix A. Those employees successfully completing the 24-hour Long Bridge course shall receive two (2) credit hours to be applied to their salary in accordance with Appendix A. Those employees successfully completing the 15-hour Short Bridge course shall receive one (1) credit hour to be applied to their salary in accordance with Appendix A. Employees who obtain an SEI Endorsement without any additional coursework are not eligible for any additional credit hours by obtaining the SEI Endorsement.
4. In the event that DESE does not provide funding for the SEI Endorsement Class or Bridge Course(s) beyond the 2015-16 school year, the School Committee shall provide the resources so all eligible employees may earn the endorsement through the coursework.
5. All educators without an SEI Endorsement shall be notified if there are to be registered ELL students in their classroom(s) as soon as the information is available, but in no case later than the start of school. All supervisors of educators without an SEI Endorsement shall be notified if there are to be registered ELL students in the classroom(s) of educators they supervise for the following school year as soon as the information is available, but in no case later than the start of school.
6. With the consent of the evaluator, employees may use the process of obtaining the

SEI Endorsement as their Professional Practice Goal and progress of ELLs as their Student Learning Goal for the Evaluation process.