

***AYER SHIRLEY REGIONAL SCHOOL
COMMITTEE***

&

***AYER SHIRLEY REGIONAL EDUCATION
ASSOCIATION, INC.***

2022-2025

Effective September 1, 2022



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AGREEMENT

This AGREEMENT is made and entered into by and between the Ayer Shirley Regional School Committee (hereinafter referred to as the "Committee") and the Ayer Shirley Regional Education Association, Inc. (hereinafter referred to as the "Association").

PREAMBLE

In entering into this Collective Bargaining Agreement, it has been the intention of the parties to establish harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improving educational opportunities for the students enrolled in the Ayer Shirley Regional School District (hereinafter "the District").

The parties acknowledge that the District has complete authority, except as modified by this Agreement, over the policies and administration of the schools which it exercises under law and that this vehicle of collective bargaining will continue to provide the teachers with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the District with a goal of assisting in solving the growing problems inherent in the advancement of education.

ARTICLE I RECOGNITION

Section 1

For purposes of collective bargaining on matters pertaining to wages, hours, and conditions of employment, the School Committee recognizes the Ayer Shirley Regional Education Association, Inc., as the exclusive bargaining agent and representative of all appropriately licensed full-time and part-time teachers, school counselors, school adjustment counselors, school social workers, occupational therapists, speech therapists, nurses, school psychologists (included as of September 1, 2016), and librarians who are employed by the Ayer Shirley Regional School District, but excluding the following: all administrators, supervisors, department heads, by whatever title they are known and regardless of whether they may also teach; all per diem substitute teachers and nurses; therapists who provide contracted services; tutors; and all other employees of the Ayer Shirley Regional School District. The only terms of the eventual Collective Bargaining Agreement that will apply to coaches and advisors of extracurricular activities will be the wage scales that appear in appendices to the agreement. Unless otherwise indicated, the employees of the above unit will be referred to as "teachers."

Section 2

The Committee agrees not to negotiate with any teachers' organization, teacher, or group of teachers, other than that designated as the exclusive bargaining agent pursuant to Chapter 150E with regard to wages, hours, and conditions of employment of teachers covered by this Agreement.

Section 3

The District and Association agree that no religious or political activities (or lack thereof) by a teacher outside of school property will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Section 4

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 the Committee shall be under no obligation to negotiate with the Association any modifications or additions 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, on a voluntary basis, they will be reduced to writing, signed by the Committee and the Association representative, and become an addendum to this Agreement.

ARTICLE II RIGHTS OF ASSOCIATION - DEDUCTIONS

Section 1

There shall be no discrimination, interference, restraint, or coercion by the District, the Association, or their respective agents against any teacher because of membership or non-membership in the Association.

The services of the Association in the capacity of bargaining agent will be available to all professional employees in the Unit covered by this Agreement who are eligible for membership. Although membership in the Association is encouraged, no professional employee shall be required to join the Association to obtain such services.

Section 2

The District agrees that, in accordance with the provision of Chapter 180, Section 17C of the General Laws of Massachusetts, it will request the District Treasurer to deduct membership dues from the salaries of its teachers who have voluntarily submitted a written authorization in the form currently in use in the School District.

Dues will be deducted in eighteen (18) equal payments beginning with the first check in October.

The amount so deducted will be remitted in accordance with such authorization to the Association for disbursement to the respective organizations, provided that the District shall be under no obligation to make such deductions after the receipt of a revocation from the individual teacher, in accordance with the terms thereof.

The District will incur no liability for loss of dues moneys after properly depositing the same addressed to the Association in the United States mail.

Section 3

The Association will certify to the District in writing its rate of membership dues for the year prior to September 15.

The Association shall indemnify and save the District 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.

Section 4

In accordance with the provisions of G.L. Chapter 71, Section 37B, the District Treasurer will make payroll deductions for those teachers who so authorize the deduction from their paycheck and the payments of the deducted amounts into an appropriate tax sheltered investment authorized under section 403(b) of the Internal Revenue Code.

ARTICLE III RIGHTS OF DISTRICT AND COMMITTEE

Section 1

The District is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Ayer and Shirley charged with responsibility for the quality of education in and the efficient and economical operation of the District's schools, it is acknowledged that the Committee has the final responsibility for establishing the education policies of the District.

Section 2

Nothing in this Agreement shall be deemed to derogate from or impair the powers and responsibilities of the Committee and the District under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the Table of Contents of this Agreement.

Section 3

As to every matter not expressly covered by this Agreement, and except as directly modified by a specific provision of this Agreement, the Committee and the District retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding. Nothing that occurred prior to July 1, 2011, will be regarded as a past practice that will bind the Committee or the District.

ARTICLE IV GRIEVANCES

Section 1

For the purposes of this Agreement, a grievance shall be defined as an alleged violation of a specific provision of this Agreement.

Section 2

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3

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

Section 4

Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level 1 and to state its views. If the teacher so chooses, a representative of the Association may be present at Level 1.

Section 5

Any party in interest (i.e., the person or persons, including the Association, making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim) may be represented at all stages of the grievance procedure by a person of the teacher's own choosing, except that the teacher may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level 1. A class action grievance (defined as a grievance which affects a group or class of employees) may be filed directly at Level 2 of the grievance procedure.

Section 6

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

expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that any matter in the process of being grieved at the time this Agreement is signed shall continue to be processed and settled in conformity with the procedures and terms of the previous Agreement.

Section 7

If, at the end of ten (10) school days following the occurrence of any grievance, the grievance shall not have been presented in writing at Level One set forth below, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have taken place within the time specified therefore in this Article.

Section 8

The Association, through its officers, may initiate action on behalf of a group of grievants.

Section 9

No reprisals of any kind will be taken by the Superintendent or by any member of the administration against any party of interest, any school representative, or any other participants in a grievance by reason of such participation.

Section 10

Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below.

Level 1: The teacher/Association shall present the grievance in writing during the teacher's non-teaching hours to the teacher's school principal. The grievance shall explicitly cite the section(s) of the Agreement alleged to have been violated as well as a description of how the section allegedly was violated. The principal shall give an answer in writing within five (5) school days. If the grievance is not satisfactorily settled at this step, it may

Level 2: Be appealed in writing by the teacher/Association within five (5) school days after receipt of the principal's answer and be presented to the Superintendent of Schools. The Superintendent and/or the Superintendent's designee and the teacher/Association, and if the teacher so elects, the president of the Association and/or the president's designee, shall meet to discuss the grievance within five (5) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. In the event the Superintendent (or the Committee) elects to hold a grievance session during working hours, the grievance or parties in interest (including witnesses or representatives) will not have any pay deducted for time spent during school hours. The Superintendent or the Superintendent's designated representative shall give a written answer to the grievance within five (5) school days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Level 3: Be appealed in writing within five (5) school days after receipt of the written answer of the Superintendent by the teacher/Association to the Committee. The Committee or its designated representatives and the teacher, and if the teacher so elects, representatives of the Grievance Committee shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days, at a time mutually agreed upon between the Chairperson of the

Committee and the President of the Association. If any person or persons are to represent the teacher at this meeting, the Committee and the Association will be notified within twenty-four (24) hours before the meeting of the names and titles of such persons. The Committee or its designated representatives shall elect whether this discussion shall take place during working hours. If the Committee plans to have counsel or a representative present, it will so notify the Chairperson of the Grievance Committee within twenty-four (24) hours of the hearing. The Committee will give its written answer to the grievance within five (5) school days following the conclusion of the meeting, or within five (5) school days of the next Committee meeting that follows the grievance meeting. If no satisfactory settlement of the grievance is made, it may Level 4: Be appealed to arbitration by filing notice of such appeal with the American Arbitration Association within ten (10) school days after the receipt of the written answer under Level 3. No matter will be referred to arbitration without the approval of the Association. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V (Arbitration).

Section 11

A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the principal, the Superintendent, or the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

During the summer months, the term "school days" shall be interpreted to mean business days.

A grievance that pertains to the discipline, dismissal, assignment or evaluation of a teacher cannot be processed to the School Committee at Level 3. If the Association desires to appeal the Superintendent's decision on a grievance pertaining to such matters, the Association's recourse is to file for arbitration under Article V.

Section 12

The District will, upon request, provide the Association with the approved minutes of Committee meetings together with any public documents (other than those utilized in Executive Session), which may be necessary for the Association to process grievances under this Agreement.

ARTICLE V ARBITRATION

Section 1

In the event that the Association elects to appeal a grievance to arbitration as provided in Article IV, Section 8, Level 4, during the term of this Agreement, the matter shall be submitted to the American Arbitration Association for disposition in accordance with the applicable rules of the said American Arbitration Association, or to some other mutually acceptable arbitration board.

Section 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 shall be shared equally by the parties, provided that the obligation of the District to pay shall be limited to the obligation which the District can legally undertake in that connection.

In no event shall any present or future member of the District have any personal obligation for any payment under any provision of this Agreement.

Section 3

The Arbitrator shall hold hearings promptly at a time mutually agreeable to the parties, unless the time shall be extended by mutual agreement, shall issue an award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived and briefs submitted, from the date of submission to the Arbitrator of the final statement and briefs. The Arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning and conclusions. The Arbitrator shall be without power to make any award, which requires the Commission of an act prohibited by law or which is inconsistent with any provisions of this Agreement.

Section 4

The Arbitrator shall arrive at a decision solely upon the facts, evidence and contentions as presented to the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and in reaching a decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words herein and the principle that there are no restrictions intended upon the rights and authority of the District other than those expressly set forth herein. Subject to the foregoing, the decision of the Arbitrator shall be final and binding upon the parties.

Section 5

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

Section 6

In the event that the Arbitrator chosen by the parties pursuant to Section 1 is unable or declines to serve, and if the District and the Association cannot agree upon one of the other named Arbitrators, then the Arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association and shall be governed by the procedures set forth above.

ARTICLE VI NON-TEACHING DUTIES

Section 1

The District and the Association acknowledge that a teacher's primary responsibility is to teach and the teacher's energy should, to the extent possible, be utilized to this end. The Administration shall strive to organize the school day to maximize academic learning time for students while providing a safe and orderly environment for students and staff.

Section 2

A. Pupils may be dismissed early on a number of days to be determined by the Administration. Teachers will remain on duty until the end of their normal workday on such days. Release time hereby provided will be utilized for parent-teacher conferences or for other professional purposes.

B. Teacher time:

(1) All full-time teachers will be on site for seven continuous hours of work each day that school is in session. The starting and ending times will be subject to meeting student learning needs which will be in compliance with state requirements. The work day for teachers will begin twenty (20) minutes prior to the regular starting time for students, and will end ten (10) minutes after the regular student dismissal time.

The Committee, through its agents, agrees to provide a duty-free lunch period, as well as an amount of preparation time as follows. At the elementary and middle schools, the average preparation time per day will be equal to each school's regular period of instruction, but no less than an average of forty-five (45) minutes per day. At the high school, preparation time will be as described in Section B(3) below. Preparation time should be used for instructional planning (individual or team), to plan and prepare class activities, correct student work, meet with parents/guardians, assist students, and attend meetings addressing the needs of the students or academic programs.

This Section shall not relieve a teacher of the obligations imposed by Section B (3) herein.

(2) Teachers, other than new teachers, will not be required to report for duty prior to the time specified in Article XXIX, Section 1. Teachers in their first year in the District will be required to attend the New Teacher Orientation in August.

(3) All elementary and middle school teachers will perform thirty minutes of duties per week. Teachers who do not have a full schedule may be assigned additional duties as needed, however, no such assignments, to the extent possible, shall interfere with the delivery of student services. Assigned duties may be divided into multiple shorter increments at the discretion of the Administration. Such duties shall include lunch duty, homeroom duty, recess, hall duty, breakfast duty, bus duty, tours, and such other special duties as necessary.

It is the intent of this Agreement that a teacher at the elementary or middle school who is required to attend an IEP meeting during his/her preparation period will not be required to perform a duty that same day. The teacher should first attempt to switch duties with another teacher. If the teacher is unable to switch the duty after making reasonable effort to do so, then he/she should notify the principal, who will reassign the duty or provide alternative coverage.

(4) So long as the current high school schedule is in effect, each 79-minute period that a teacher is not assigned to teach will be divided into 49 minutes of preparation time and 30 minutes of duty/PLC time. It is understood that, while teachers will average one such period per day, due to scheduling constraints there may be days where a teacher is assigned no such periods, and days where a teacher is assigned two such periods. However, over a 10-day period, teachers will receive 490 minutes of preparation time, 155 minutes of duty time, and 145 minutes of PLC time.

Duties at the high school shall include hallway duty, bathroom duty, library duty, cafeteria duty, and bus duty, and small group testing coverage. Other duties may be negotiated from time-to-time between the Association and the Committee.

Attendance at an IEP or 504 meeting by high school teachers shall be considered PLC time; however, this shall not preclude teachers from being required to attend IEP or 504 meetings during their preparation time. A teacher who is required to attend such a meeting during the teacher's preparation time will be permitted to utilize an equal amount of scheduled PLC time for purposes of preparation.

While the provisions of the previous three paragraphs will be in effect under the current high school schedule. Once a new schedule is finalized, a subcommittee made up of 3 representatives appointed by Association and 3 appointed by the Superintendent shall meet to review and assess the preparation, duty, and PLC schedule at the high school. The subcommittee may make recommendations for changes to these provisions, by majority vote. To the extent that any such recommendations would change the terms of the contract, they would be subject to collective bargaining.

C. All non-teaching duties will be distributed on an equitable basis within each school.

Section 3

Teachers will not be required to maintain the attendance register.

ARTICLE VII STRIKES, WORK STOPPAGES, ETC.

Section 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term hereof, that they shall not cause, condone, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, demonstration of any kind or other illegal activities directed against the District.

Section 2

If the Association disclaims such activities publicly, and in writing to the Superintendent, and advises the individuals concerned that the activity is illegal and in violation of this Agreement and instructs them to cease such activities, it will not be liable in any way therefore.

Section 3

Teachers who participate in any such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided that an issue of facts as to whether an individual engaged in such activities may be made the subject of the grievance or arbitration procedure.

Section 4

In connection with any negotiations for a successor agreement held pursuant to Article XXXIV, said negotiation shall be conducted without the threat of sanctions or strikes or other public pressure by either party and any outstanding differences shall be referred to mediation, fact finding or other statutory impasse procedures provided by law.

ARTICLE VIII REDUCTION IN FORCE

A. Pursuant to G.L. Chapter 71, Section 42, in the event a decrease in the number of pupils, or financial and budgetary considerations in the schools, or a reorganization of educational programs, renders advisable the dismissal of one or more teachers, a teacher with Professional Teacher Status under G.L. Chapter 71, Section 41, shall not be dismissed if there is a teacher who does not have Professional Teacher Status whose position the teacher with Professional Teacher Status is qualified to fill. See side letter on Chapter 71, Section 42 as revised by the legislation effective September 1, 2016.

B. (1) If a group of teachers within a department or classification has identical length of service, then lots will be drawn among said teachers to determine seniority. Placement of additional person(s) into an already existing, identical seniority grouping, due to transfers from one department or classification to another, will be made by having the additional person(s) added to the bottom of the already existing seniority grouping.

(2) For teachers who were employed in the Shirley Public Schools or the Ayer Public Schools and who were immediately thereafter employed in the Ayer Shirley Regional School District, seniority will be defined as the number of years, months and days of continuous service in the Shirley, Ayer, and Regional School systems combined. For all other teachers, seniority will be defined as the number of years, months, and days of continuous service in the Ayer Shirley Regional School District. Paid leaves of absence will be credited for purposes of seniority. Unpaid leaves of absence will not be credited for purposes of seniority but will not break the continuity of service. If a member of the bargaining unit leaves the unit to serve in a non-bargaining unit position within the District, time in the non-bargaining unit position will not be credited for purposes of seniority but will not break the continuity of service. If said individual returns to the bargaining unit, he/she will retain only that seniority credit that he/she had when he/she left the bargaining unit. Part-time service and/or partial year service will be prorated for seniority purposes.

(3) On October 15 of each school year, the Superintendent shall forward to the Association a current seniority list. Should the Association choose to challenge the accuracy of any seniority list submitted under this Agreement, written notice detailing the challenge shall be sent to the Superintendent within twenty (20) school days of receipt of the seniority list. Within -ten (10) school days of receipt of the challenge, the Association's representative shall meet with the Superintendent to resolve the challenge. If the parties are unable to resolve the challenge, the matter shall be immediately submitted to arbitration in accordance with Article V of the Agreement. Challenges to the makeup of the subsequent seniority lists may be made only to the extent of the change, if any, from the preceding seniority list. The rest of this Article below will apply only to teachers with Professional Teacher Status.

(4) Teachers with Professional Teacher Status shall appear on the seniority list in only one department and/or classification. If a teacher teaches in more than one department and/or

classification, the teacher will be placed on the seniority list in the department and/or classification in which the majority of teaching time is spent.

(5) If a reduction in teaching staff results in the layoff of a teacher with Professional Teacher Status, the order of layoff shall be on a departmental or classification basis. The teacher currently in that department or classification with the least seniority shall be the first to be laid off, provided that the performance (as reflected in evaluations), training, and subject area teaching experience of the senior teacher is at least equal to the teacher to be laid off. A displaced teacher with Professional Teacher Status shall have the right to replace any teacher with Professional Teacher Status with less system wide seniority holding a position for which the senior teacher with Professional Teacher Status is certified, provided that performance, training, and subject area teaching experience of the senior teacher with Professional Teacher Status are at least equal to that of the junior teacher with Professional Teacher Status in the position.

(6) Teachers who are reduced from full to part-time status will be paid on a pro-rata basis.

(7) Each department or classification listed below shall constitute a separate unit for purposes of layoff:

Art, Librarian, Social Studies, Computer Technology, Mathematics, Special Education, Elementary (PreK-6), Music, World Language, English, Nurses, Occupational Therapists, EL, Physical Education/Health, Speech Therapists, School Counselor, Science, School Psychologist.

C. Teachers with Professional Teacher Status who have been laid off shall be entitled to recall rights to positions which they had previously performed in the District for a period of one (1) year from the September 1 following the effective date of their respective layoffs, or fourteen (14) months after the effective date of the layoff. During the recall period, employees shall be notified by certified mail to their last address of record, and given the aforesaid positions over the other applicants for vacancies as they occur in the inverse order of their respective layoff and all benefits to which an employee was entitled at the time of the layoff shall be restored in full upon reemployment within the recall period. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept the position. If the teacher either rejects the recall offer or fails to respond to the recall notice, the teacher's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. During the recall period teachers who have been laid off shall be given preference on the substitute list at the rate of pay applicable thereto if they so desire.

ARTICLE IX TEACHING ASSIGNMENTS AND TRANSFERS

Section 1 - General

A. Each teacher within the District will be provided with a hard copy of this Agreement and will receive an annual statement setting forth compensation due in accordance with the schedule included in the Collective Bargaining Agreement.

B. Teachers (other than newly appointed teachers) will be notified of 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 teach, and any special or unusual classes that they will have, as

soon as practicable and under normal circumstances not later than August 1.

C. In order to ensure that pupils are taught by teachers working in their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching licenses.

D. Unless the needs of the system call for changes, changes in grade assignment in the elementary schools, grade/subject assignments in the middle school and subject assignment in the high school, will be voluntary.

E. Teacher assignments will be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation, or marital status.

Section 2 - Involuntary Transfers

A. When involuntary transfers of teachers from one school, grade level, and/or subject area to another are necessary, a list of teachers who have filed a statement of desire to transfer pursuant to Section 3 will be reviewed. Volunteers will be transferred first, provided said transfer serves the best interest of the District and its students, as determined by the Superintendent.

B. When there are no volunteers, a teacher's area of licensure and prior teaching experience, quality of performance, educational background and length of service in the Ayer Shirley Regional School District will be considered in determining which teacher(s) will be transferred. The final decision will be based on the best interest of the District and its students. Teachers being involuntarily transferred will be transferred to comparable positions as far as reasonably possible.

C. An involuntary transfer from one school to another will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his/her designee) will meet the Association's representative to discuss the transfer.

Section 3 - Voluntary Transfers

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1, or within five (5) school days of a new posting. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school to which the teacher wishes to be transferred.

B. Prior to July 1, when a position for the upcoming school year opens, it will be posted internally for a period of five (5) school days prior to external posting. Teachers interested in applying for a transfer to the available position will submit a letter of interest within five (5) school days of the internal posting. Transfer applicants will be considered based on qualifications and performance. Notification of a candidate's status will be given before beginning interviews with outside candidates. If letters of interest are submitted after five (5) school days, teachers may be considered as part of the general applicant pool.

ARTICLE X SHARED TEACHING POSITIONS

Section 1

Two (2) teachers may volunteer to be employed to fill a single position on a shared basis. Interested teachers will submit a proposal by March 15 of the prior school year. The proposed plan will be subject to the approval of the principal and the Superintendent. Seeking a shared teaching position will not jeopardize one's teaching position. Teachers are to be notified regarding the status of their proposal by April 15.

Section 2

Shared teaching positions will be in effect for one (1) year only. Shared employment may be renewed on a year-to-year basis if it is satisfactory to the teachers, principal and Superintendent. Otherwise, teachers will be returned to former full-time status.

Section 3

Teachers with Professional Teacher Status who enter a shared teaching position shall retain their professional status.

Section 4

Teachers in shared positions will be credited with prorated service on the seniority list and will be subject to reduction in force with all the teachers, according to Article VIII.

Section 5

Each teacher will receive half of the salary due him/her as listed in the salary schedule.

Section 6

The individuals combined shall be eligible for leave benefits (for example, sick leave, personal leave, etc.,) on a pro rata basis.

Section 7

None of the provisions of this Article shall be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE XI PROMOTIONS – VACANCIES

Section 1

For purposes of this Article, a "promotional position" is defined as an administrative or leadership position over and above that of a classroom teacher.

All vacant promotional positions shall be publicized by a notice posted during the school year in every school building for ten (10) school days in advance of filling such vacancy, although the position may, in the meantime, be temporarily filled. Staff shall be notified of available promotional positions by e-mail. Such notice shall clearly set forth the specific qualifications and compensation for the position and the date by which applications shall be filed with the Superintendent.

During the months of July and August, copies of such notice will be sent to the president of the Association or the president's designee. The posting will also be prominent on the District website. Staff will also be notified of available positions by e-mail.

The filling of such promotional positions is, by law, the sole responsibility of the Superintendent or, where appropriate, the principal.

Notification of all promotional positions vacant on May 1 for a subsequent school year shall be publicized on that date in the manner prescribed by Paragraph 2 of this Section. All positions that become available between May 1 and the end of the school year shall be posted as they become available.

Section 2

The filling of such promotional positions shall be based upon the Superintendent's and, where appropriate, the principal's judgment as to what will serve the best interests of the students.

Section 3

All teaching openings in the summer school or evening programs run by the School District will be adequately publicized in each school building.

Section 4

Teaching positions in the summer school or evening programs run by the School District will, to the extent possible, be filled first by regularly appointed teachers in the District (including new teachers who have been hired for the next school year) where, in the opinion of the Superintendent, those teachers possess qualifications equal to those of candidates outside the School System.

ARTICLE XII TEACHER EVALUATION

The evaluation of teachers shall be done in accordance with the provisions of the "ASRSD Model for Professional Growth and Educator Evaluation." The said document is an integral part of this Agreement by reference and as Appendix A. (Copies of the evaluation documents will be provided to each teacher and will be available on the ASRSD website.)

ARTICLE XIII USE OF SCHOOL FACILITIES

Section 1

Priority for the use of school facilities will be given to school functions.

Section 2

The general policy of the Committee is to permit the use of school buildings for educational, recreational, and civic purposes insofar as is practical to do so without interference to regular school activities. Nothing in this Agreement shall be construed as denying the broadest use of these public facilities to the citizens of the community.

Section 3

Subject to the foregoing, the Association will have the privilege of using school buildings without cost at reasonable times for meetings or elections, unless the use of buildings requires additional labor expenses (custodial overtime coverage, etc.). Request in advance of the time and place of all such meetings will be made to the principal of the building in question.

The Association may request the use of a secondary school athletic facility and equipment

without cost one evening each week. The regular procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

Section 4

Association notices may be posted on existing bulletin boards or places where notices are normally posted either in the faculty lounges or faculty lunchroom and e-mailed to staff if such notice is signed by an authorized representative of the Association.

Section 5

The Association may prepare, at no cost to the District, communications relating to the conduct of the business of the Association and may distribute these through the teachers' mailboxes and e-mail accounts to persons covered by this Agreement.

Section 6

Discussions among teachers concerning Association matters on School Department property will take place only while all of the teachers involved in such discussions are on lunch break or other non-teaching time, and not in the presence of students.

ARTICLE XIV TEACHERS' SAFETY AND LEGAL ASSISTANCE

Section 1

The School Committee will strive to provide students and teachers with safe and healthful schools. This would include periodic professional development on issues of student and classroom safety, teacher liability and legal rights to maintain a classroom environment where all students have the right and responsibility to learn.

Section 2

Teachers will immediately report all cases of assault suffered by them in connection with their employment to the building principal in writing. The building principal will provide a copy to the Superintendent.

Section 3

The Superintendent will comply with any reasonable request from the teacher for non-privileged information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, the police and the courts.

ARTICLE XV SICK LEAVE

Section 1

Teachers will be credited with fifteen (15) days of Sick Leave per year as of the first official day of school.

Section 2

Unused Sick Leave will accumulate from year to year up to a maximum of one hundred ninety (190) days at the beginning of any school year. Extensions, with or without pay, beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent

upon the recommendation, where appropriate, of the principal. In cases of extensions without pay, a deduction of one over one hundred eighty four (1/184) of the contract salary will be made from the pay of individual teachers. Teachers who were employed in the Shirley Public Schools prior to the creation of the District and who had accumulated more than one hundred ninety (190) sick days as of June 30, 2011, will be able to retain those days. This accumulation will diminish as sick days are used by those teachers, and new days will not be added to the accumulation of these teachers unless the accumulation drops below one hundred ninety (190), after which point in time the terms and conditions that apply to other teachers will apply to these teachers as well. In any event no more than one hundred ninety (190) accumulated days will be eligible for the retirement Sick-Leave Buyback under Article XXX, Section 15. Section 3

In order to receive the benefits of this Article, the teacher must notify the substitute caller or immediate supervisor as promptly as possible (calls should be made from 7-9 p.m. the prior evening or from 5:30-6:30 a.m. on the morning of the absence) when the teacher will be unable to be present because of illness.

Section 4

Sick Leave with pay is intended primarily to cover the employee's own incapacitation due to sickness or injury. The Superintendent of Schools may require a physician's certificate as to the necessity of any absence due to sickness or injury. Following five (5) or more days of continuous absence, teachers may be required to submit a doctor's certificate indicating the purpose of the absence and approval to return to work to perform the essential functions of the job. Abuses of Sick Leave will be treated as individual disciplinary cases by the Superintendent.

Section 5

Any teacher with Professional Teacher Status whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay up to a period of one school year. Leaves of absence under this Section shall expire at the end of the school year in which the leave is granted.

Section 6

Absences not to exceed five (5) days in any school year may be charged against such leave in cases of severe illness of a member of the immediate family, i.e., spouse, child or parent. A doctor's certificate substantiating such need may be required by the Superintendent.

Section 7

All teachers in the District are compensated on an annual salary. Sick Leave is not a bonus and is only intended for the unforeseen circumstances set forth in this Agreement. Accordingly, teachers whose services are terminated through resignation, dismissal, retirement (other than pursuant to Article XXX, Section 15), or death shall not be entitled to additional salary or wages in lieu of any Sick Leave not taken, nor may such unused Sick Leave be transferred to the account of any other teacher. Notification of the amount of accumulated sick leave shall be given at the beginning of the school year.

Section 8

Except on reinstatement after an approved leave of absence, no Sick Leave credit for prior employment will be allowed to any newly hired teacher or teacher rehired after termination of service.

Section 9 - Sick Bank

(1) - Effective Date

Effective September 1, 2022 a Sick Leave Bank was established.

(2) - Contribution

Each member of the Collective Bargaining Unit shall contribute two (2) days the year of inception of the Sick Leave Bank. Each year after, each member shall contribute one (1) day per year to the Sick Leave Bank. The Business Office will immediately notify the President of the Teachers' Association and the Superintendent of Schools when days are taken from the membership to supplement the Sick Leave Bank.

(3) - Minimum/Maximum Number of Days

The Sick Leave Bank shall at all times have a minimum of one hundred (100) days in reserve. If the number of days falls below one hundred (100) days, an additional one (1) day will be assessed from each member to fund the Sick Leave Bank . However, the total number of Sick Leave Bank days in reserve shall not at any time exceed three-hundred-sixty-eight (368). In the event that the maximum of three-hundred-sixty-eight (368) days would be exceeded by the annual assessment of one (1) day per member under Section 2 of this Article, such assessment shall not be made.

(4) - Committee Membership

A Sick Leave Bank Committee to consider eligibility for a member to draw upon the Sick Leave Bank shall be established. The committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the School Committee. The members of the Sick Leave Bank Committee shall elect one (1) of their own members to serve as Chairperson. The Chairperson will maintain records of the Sick Leave Bank and shall present an accounting of the Bank's operation to the general membership. A copy will also be sent to the Superintendent. All decisions of the Sick Leave Bank Committee must be made by a majority of all four (4) members at scheduled meetings of the Committee. The decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure. In the event that there is a tie vote a majority of the members of the Sick Bank Leave Committee shall select a fifth person to break the tie.

(5) – Criteria

The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank and in administering the Bank and determining the amount of Leave:

a) A member must have used up all of their accumulated leave

b) A member must submit medical evidence, written by a medical provider, of an inability to perform their duties. This written evidence must include the specific nature of the illness and the expected date of the member's ability to return to work.

c) A member's prior utilization of eligible Sick Leave

d) A member's prior requests for and use of Sick Leave days drawn from the Sick Leave Bank

(6) - Prolonged Illness

No days may be granted from the Sick Leave Bank for any reason other than those due to the eligible member's prolonged illness, injury, or accident. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

(7) - Limitations

Upon compliance with Section 5 by a member, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves up to thirty (30) work days without reapplication pursuant to Section 8. No more than one hundred eighty-four (184) Sick Leave days may be awarded to a member from the Sick Leave Bank for each prolonged illness or accident. Days allotted from the Sick Leave Bank shall expire on the last day of the school year. In the event that additional days are needed in the following school year, the individual must reapply for sick leave days.

(8) - Reapplication

In the event that additional days are needed by an individual then Sections 5, 6 and 7 of this Article may be reapplied.

ARTICLE XVI WORKER'S COMPENSATION

Section 1

Teachers who receive a personal injury arising out of the course of their employment are entitled to Worker's Compensation benefits provided by the District.

Section 2

When covered by the Worker's Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by the General Laws in Chapter 152, Section 69, whereby such Sick Leave payments will be chargeable against accumulated Sick Leave and whereby the amount, when added to Worker's Compensation benefits, does not exceed the teacher's full salary or wages. In instances where accumulated Sick Leave is exhausted, the teacher will only receive the Worker's Compensation benefits.

ARTICLE XVII PERSONAL LEAVE

Section 1

It is recognized by all that absences interrupt the educational process and must therefore be held to an absolute minimum.

Section 2

In each school year however, up to two (2) days may be utilized for imperative personal business or legal obligations, which could not effectively be conducted outside of school hours.

Section 3

Request for such leave must be made in writing to the principal as early as possible before such absence occurs, normally at least seventy-two (72) hours prior to the requested date. Personal leave cannot be taken to extend a holiday or vacation period.

Section 4

If the Superintendent believes the purpose of the leave is not of a nature specified above, requiring the absence of the teacher during school hours, then he/she may decline to pay for such leave. The matter may, however, be presented through the grievance and arbitration procedures if the individual teacher so elects.

Section 5

Nothing in this Section shall preclude the Superintendent from granting additional personal leave, with or without pay, for reasons which he deems urgent. In cases of Personal Leave without pay, deductions from salary will be made on the basis of one over one hundred eighty-four (1/184) of the teacher's salary for each such day.

ARTICLE XVIII BEREAVEMENT LEAVE

Section 1

Full time teachers shall be allowed up to five (5) consecutive days leave during the school year in case of any death in the immediate family. The term immediate family means the teacher's spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or relative and significant other actually living in the employee's household. An absence of three (3) days shall be granted applicable to teacher's grandparents, grandchild, sister-in-law, brother-in-law, or the grandparents of the teacher's spouse.

Section 2

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 3

At the discretion of the Superintendent, additional Bereavement Leave may be granted under extraordinary circumstances.

ARTICLE XIX PROFESSIONAL LEAVE

Section 1

Leave of absence may be granted to teachers at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The schools visited shall be subject to the approval of the principal and Superintendent. Written

reports shall cover all such visits.

Section 2

The District shall pay reasonable expenses (including, but not limited to, registration fees, meals, lodging, or transportation) incurred by teachers who are required by the Superintendent to attend workshops, seminars, or other approved professional improvement sessions. It may pay all or part of such expenses of teachers whose request to attend similar courses it approves (provided, however, that such travel and amount shall have been provided for and are expendable in the existing school department budget).

Section 3

Teachers requesting reimbursement under this Section will submit through the school principal for the Superintendent's approval a voucher individually listing the expenses for which reimbursement is sought.

ARTICLE XX SABBATICAL LEAVE

Section 1

A Sabbatical Leave may be granted by the Superintendent for advance study or research to teachers who have completed seven (7) consecutive years of service in the District, where such experience would, in the opinion of the Superintendent, increase the teacher's professional ability.

Section 2

Personnel requesting such leave must submit their applications in writing through the school principal to the Superintendent of Schools not later than November 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests not later than January 1.

Section 3

No more than two (2) teachers will be absent on sabbatical leave during anyone school year.

Section 4

Successful applicants will receive one-half (1/2) of the salary to which they would have been entitled.

Section 5

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 in the District for a period of at least twice the length of such leave. A teacher who does not fulfill this Agreement shall have agreed in writing to pay the District the amount of the salary received by the sabbatical provided that the teacher may be released from such payment if failure to serve twice the length of the leave is due to disability, death or if he/she is discharged from a teaching position by the Superintendent.

Section 6

A teacher returning from Sabbatical Leave shall be placed on the step of the salary schedule

the teacher would have attained had the teacher remained in the school system, and shall be eligible for insurance benefits according to District policy while on leave.

Section 7

No teacher may reapply for a second Sabbatical Leave until the teacher has completed seven (7) consecutive years since the last leave.

Section 8

Upon completion of the leave, the recipient shall submit a written report to the Superintendent containing transcripts of all college and university work done while on leave, together with any other pertinent or interpretive material considered essential to an evaluation of the teacher's program.

Section 9

In case the number of applications shall exceed the number of Sabbatical Leaves of Absence that the Superintendent 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 District.

Section 10

The denial of any sabbatical request will not be subject to the grievance or arbitration sections of this Agreement.

ARTICLE XXI MILITARY LEAVE AND JURY DUTY

Section 1

The District will comply with all state and federal laws with respect to mandatory Military Leaves of absence.

Section 2

Teachers who are required to perform active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances, they will be granted necessary leave and shall receive the difference between total military pay, including allowances, for the period of active duty and the teacher's regular pay for the number of school days they are absent, including all or any part of compensation for stipendiary positions held at the time of such military duty.

Section 3

Military Leave without pay will be granted to any teacher who is inducted or who enlists for one required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

Section 4

Upon return from such leave, a teacher will be placed on the salary schedule at the level, which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence up to a maximum of four (4) years.

In no event shall such absence count toward Professional Teacher Status, nor shall the provisions of this Section be applied to permit a teacher with Professional Teacher Status to

exceed the maximum of the schedule the teacher was on at the time of departure.

Section 5

Teachers required to perform Jury Duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between Jury Duty pay, exclusive of mileage reimbursement, and the teacher's regular pay, including all or any part of compensation for stipendiary positions held at the time of such Jury Duty. This provision shall be applicable only during the teacher work year set forth in Article XXIX.

ARTICLE XXII EXCHANGE TEACHER

Section 1

A teacher with Professional Teacher Status may obtain a leave of absence without pay for one (1) year to serve as an exchange teacher.

Section 2

Upon return from such leave a teacher will be offered a position as reasonably comparable to the one occupied as is then available, and will be placed on the salary schedule at a step level the teacher would have achieved had the individual remained actively employed in the system during the period of this leave.

Section 3

All leaves will be based on school year calendar. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

Section 4

The teacher must notify the Superintendent of Schools in writing by March 1 of the year in which the leave is to expire of the teacher's intention to return in September. In no instance may more than one (1) teacher in the system be absent on such leave at any one time. Extensions may be granted at the discretion of the Superintendent.

ARTICLE XXIII FAMILY MEDICAL LEAVE/PARENTAL LEAVE/CHILD REARING LEAVE

Section 1

Family Medical Leave (FMLA Leave)

A. Any full-time teacher who has been employed for at least one (1) year or more and has at least 1,250 hours of service for the employer during the 12- month period immediately preceding the leave, shall be entitled to Family Medical Leave of up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the teacher's spouse, child or parent who has a qualifying serious health condition;
- For the teacher's own qualifying serious health condition that makes the teacher unable to perform the essential functions of their position.

- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible teacher may also take up to 26 work weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the teacher is the spouse, son, daughter, parent, or next of kin of the servicemember.

B. Under some circumstances, a teacher may take FMLA leave on an intermittent or reduced schedule basis. That means a teacher may take leave in separate blocks of time or by reducing the time the teacher works each day or week for a qualifying reason. When leave is needed for planned medical treatment, the teacher must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule requires the employer's approval.

C. Family Medical Leave is unpaid except that the teacher may use paid leave for an equivalent amount of unpaid leave when FMLA leave is due to the teacher's serious health condition or that of a spouse, child, or parent. The provisions of FMLA shall not limit a teacher's use of accumulated sick leave as paid leave when a teacher's own health condition extends beyond the limits of FMLA leave.

D. During FMLA leave, the teachers shall be entitled to participate in all medical, dental and other insurance plans.

E. At the end of the leave, the teachers shall be returned to the same position they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.

F. Application Procedure

(1) Except in emergencies, the teachers shall apply to the Superintendent at least thirty (30) days before the start of the leave period.

(2) The teacher shall indicate the anticipated date of return to active employment.

(3) The teacher may be required to produce reasonable medical and other certification of the need for Family Medical Leave within fifteen (15) days of requesting leave. The District may require the teacher to submit medical recertification during leave at thirty (30) day intervals, and it may require the teacher to report periodically on their status and intent to return to work. As a condition for returning to work, a teacher who has been on Family Medical Leave may be required to present medical certification that the teacher is able to resume work.

G. Leave entitlements under state law and FMLA run concurrently where both laws cover the same type of leave.

H. It is understood that this Section is intended to summarize the rights of teachers under the FMLA, and does not create any additional rights beyond those provided by the FMLA.

Section 2

Parental Leave

A. Upon receipt of at least two (2) weeks written notice of a teacher's anticipated date of departure and intention to return, a teacher who has been employed for at least three (3) months shall be granted a Parental Leave without pay of up to eight (8) weeks in accordance

with the provisions of G.L. Chapter 149, Section 105D. Parental Leave under this provision will be granted for:

i. The birth of the teacher's child; ii. The placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, with the teacher for adoption;

Except to the extent covered by Sick Leave as set forth below, said leave will be without pay.

A. A teacher who is pregnant and is physically unable to work due to disability

Connected to pregnancy or childbirth may use accumulated Sick Leave to cover those days the teacher is disabled and unable to work? The District may require a teacher to submit medical evidence verifying the disability.

B. This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on FMLA/Parental Leave may return at an appropriate time in consideration of the student's 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 complication resulting from the pregnancy extends beyond the eight (8) weeks in Subsection (A) above.

C. During unpaid FMLA/Parental Leave, a teacher shall be entitled to participate in all medical, dental and other insurance plans. If both parents are teachers of the district, they are entitled to a combined eight (8) weeks of leave. At the end of the leave, teachers shall be returned to the same positions they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.

D. Where a teacher is eligible for both Parental Leave and FMLA leave, said leaves will run concurrently.

Section 3

Child Rearing Leave

In the event a teacher desires a leave longer than that provided by statute, the procedure listed below shall be followed:

A. Under normal conditions, the Superintendent shall be notified in writing not later than the beginning of the fourth (4th) month of pregnancy. The request must be accompanied by a physician's certification stating the expected date of delivery.

B. Said 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. A teacher who does not wish to request a Maternity Leave or Child Rearing Leave shall submit her resignation effective upon leaving the system in accord with the above provisions.

C. Said Child Rearing Leave shall be without pay and shall terminate one (1) year from the first of September following the birth of the child or, sooner, if the teacher and Committee so agree. Extensions of leave may be granted at the discretion of the Superintendent.

D. The teacher must notify the Superintendent by the first (1st) of March of the year in which the Child Rearing Leave expires of the teacher's 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 a resignation from the school system. Upon return from such leave, the teacher will be assigned to any school where a vacancy occurs in as comparable a position as possible.

E. In the event the child does not live, the teacher may make written application for reinstatement, accompanied by a physician's statement that the teacher is able to perform the essential functions of the job. Such reinstatement may be granted by the Superintendent if an acceptable vacancy exists.

Section 4

Adoption Leave - A teacher who adopts a child shall be granted leave as follows:

A. The teacher shall be entitled to a leave of absence without pay upon proper notification to the Superintendent at least two (2) months in advance of the date the leave is to begin, if possible.

B. Said leave of absence shall not exceed one (1) year from the September 1st following the child's adoption. The return to work at the conclusion of an Adoption Leave that exceeds a leave entitled to by statute must be at the start of a school year.

C. A teacher upon returning to the system shall be entitled to all the benefits, rights and privileges of the preceding sections of this Article.

Section 5

In the event the teacher has continued in the duties under the contract through February 1 of the school year in which the leave is granted, the teacher will be credited with a step on the Salary Schedule upon return from leave. Such leave of absence shall not count toward Professional Teacher Status.

ARTICLE XXIV DELEGATES' LEAVE

Section 1

Upon fourteen (14) days written notice, the Superintendent may approve a leave of absence with or without pay for such time as the Superintendent deems reasonable for officers of the Association, not to exceed two (2) in number, as may be designated by the Association to attend Massachusetts Teachers' Association or National Education Association conferences, meetings, or conventions, including directors and other meetings of the MTA. The expense of such trips will be borne by the Association, the individual, the MTA or the NEA.

Section 2

Once each year, up to four (4) designees of the Association will be granted a leave of absence of one day without loss of pay to attend the MTA House of Delegates meeting, provided that at least one week's notice of the names of such teachers is given in writing to the Superintendent.

ARTICLE XXV RELIGIOUS LEAVE

Section 1

Absences not to exceed three (3) days in any school year shall be allowed without loss of pay for the observance of religious days falling within the regular work week but not included in the

school calendar when the tenets of one's religion obligate abstention from work or when the religious observance of the day necessarily conflicts with the work day. Requests for such absences will be submitted in writing to the principal seven (7) days in advance of the day of absence. The principal shall indicate approval or disapproval and shall forward the request to the Superintendent of Schools for final decision. Approval shall not be unreasonably withheld.

ARTICLE XXVI OTHER LEAVES

Section 1

Additional leaves of absence with or without pay may be granted at the discretion of the Superintendent.

Section 2

The Superintendent may at his/her discretion grant a leave of absence to any teacher with Professional Teacher Status designated by the Association, without pay, for a year for the purpose of engaging in Association (State or National) activities. If the teacher returns from such leave, the teacher will be considered as if actively employed by the District during such leave for purposes of being placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent.

Section 3

The Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to any teacher with Professional Teacher Status to campaign for or serve in elected public office or for such other purpose as the Superintendent deems appropriate under all existing circumstances, including the primary purpose for which each of us is working; i.e., the best education of the children concerned.

ARTICLE XXVII LEAVE RESTRICTIONS

Section 1

All benefits to which a teacher was entitled at the time any such leave commenced, including unused accumulated Sick Leave, will be restored to the teacher's account upon return from leave. It is recognized that no specific position can be held open during ANY leave, but in all instances every effort will be made to assign the teacher to a substantially equivalent position to the one held at the time the leave commenced.

Section 2

The teacher will notify the Superintendent by March 1 of the teacher's intention to return the following September. If a teacher fails to inform the Superintendent by March 1 of his/her intent to return the following September, he/she will be taken to have resigned. All requests for extensions or renewals of leaves must be applied for in writing on or before March 1 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by April 15.

Section 3

A teacher may not be granted more than one (1) leave under Article XXVI (Other Leaves) or

Article XXII (Exchange Teacher) during the teacher's service with the District. This means one (1) leave may be taken under each of these Articles.

ARTICLE XXVIII INSURANCE

The District offers two health care plans for teachers to choose from - a Health Maintenance Organization Plan (HMO) and a Preferred Provider Organization Plan (PPO). If a teacher chooses the HMO, the District will pay seventy five percent (75%) of insurance premium costs, and the teacher will pay twenty five percent (25%). If a teacher chooses the PPO, the District will contribute the exact dollar amount that it would have contributed had the teacher chosen the HMO, with the teacher contributing the remaining balance. The District will deduct the teacher's share of insurance premium costs from payroll checks upon receipt of proper authorization.

ARTICLE XXIX SCHOOL CALENDAR - PROFESSIONAL RESPONSIBILITIES

It is acknowledged by both parties that the duties and responsibilities of a teacher in terms of the demands of the profession do not permit prescribed limitations of time. Preparation, evaluation and visitation, as well as other related activities, are carried on to insure quality performance. Accordingly, the standards set forth below are only minimum standards, which will be used to measure the performance of professional duties.

Section 1

Except in extraordinary circumstances, the work year of classroom teachers covered by this Agreement (other than personnel who may be required to attend preschool orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30, but in no event to be more than three (3) workdays longer than the school year for children established by the Superintendent. The Committee agrees that the school calendar will contain February and April vacations. The teacher's work year will consist of one hundred eighty-four (184) days of which one hundred eighty-one (181) will be student contact days and three (3) will be used for activities determined by the Superintendent. The one hundred eighty first (181st) day shall be a half-day (1/2) for students and a full day for teachers in order to close out the school year. Within the one hundred eighty-one (181) student contact days, some amount of time will be scheduled for purposes of professional development and/or curriculum development. The final day for teachers will not be later than the final day for students.

Section 2

The Association's Executive Board will meet with the Superintendent by February 15 each year regarding the following year's school calendar. Based on this meeting, the Association may make recommendations to the Superintendent within one week following the meeting. It is acknowledged that the final decision regarding the calendar must rest with the Superintendent of Schools subject to the provisions set forth below. Section 3

During the term of this Agreement, it is the intention of the Superintendent to retain the starting and dismissal time for the students and teachers in the various schools as set forth in Article VI. This schedule 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. In the event the length of the teachers' workday is to be

increased by a change in schedule the parties will enter into negotiations on the subject, which may include the question of pay differentials.

Section 4

Teachers shall attend and take such part as is assigned to them in all meetings of an educational matter scheduled by the Superintendent of Schools or their principal or departmental meetings called by proper administrative officers or meetings called by a Committee Chairperson. Reasonable advance notice of such meetings, of at least twenty-four (24) hours, will be given, whenever possible. It is understood that attendance at such meetings beyond the normal workday shall not be required for more than twenty (20) meetings per school year, nor for more than two (2) meetings per calendar month. Meetings will begin within ten (10) minutes of the normal student dismissal time, and will last no longer than ninety (90) minutes. The principal of each building shall designate one (1) week day as a meeting day on which all such meetings shall be scheduled, and the meeting day shall not be changed for the duration of the school year except in case of emergency.

All unit members will attend up to four (4) evening meetings each school year. Evening assignments shall be made by the principal according to an employee's assignment and the needs of the school. The principal shall keep a record of the evening events that employees attend, and the records shall, upon request be made available to the employee. The principals will determine to which schools shared staff will be assigned for purposes of this provision. Evening parent-teacher conferences will begin no earlier than 6:00 p.m. and end no later than 8:00 p.m.

Section 5

The Committee will continue its policy to make every reasonable effort to provide qualified substitutes to fill temporary absences, which occur because of illness, or other causes recognized in this Agreement. In emergency situations where substitutes are necessary, but not available, or when it is necessary for teachers to be absent from duty for a short period of time other regular teachers will be assigned to ensure the continuity of the educational process. The principal normally will designate a teacher to use a preparation period for such substituting. Such assignment shall be distributed as equitably as possible among qualified teachers within the building during the school year.

Section 6

Except in emergency situations, the School Department shall provide a duty-free lunch period for all teachers. In emergencies, the paramount consideration must be the supervision of the students. Section 7

The Superintendent and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability, student supplies such as computers and books, and all other educational considerations, insure that class size is the most effective nature for both teacher and pupil. However, the final decision as to the class size will be made by the Superintendent in the best interest of all.

Section 8

The required notification of resignation of employment is a minimum of thirty (30) days. The

teacher may be released from this obligation by mutual agreement between the Superintendent and the prospective employer.

Section 9

The Administration and the Association recognize that some students may need additional academic support beyond the school day. Extra academic help will be provided to only those students directly assigned to the teacher. Accordingly, teachers will make themselves available for thirty (30) minutes of extra help per week on a mutually agreed time between the teacher and the principal. Teachers will notify parents and students as well as post their availability on the District Website.

ARTICLE XXX COMPENSATION

The salary schedule and compensation for extra-curricular duties of each teacher in the public schools of the District shall be determined pursuant to the following sections of this Article.

Section 1

The annual salary shall be divided into twenty-one (21) or twenty-six (26) equal payments. Annual salary installments will revert to 22 or 26 installments in subsequent contracts. Does not affect those who elect 26 installments. The District will establish a pay schedule, which provides for 21 payments over ten (10) months or 26 payments over twelve (12) months. All payments shall be issued in a timely manner on Friday on a bi-weekly basis. Teachers must notify the Business Office by June 1 of their intention to change their option for the following year.

The first check for teachers will be provided no earlier than September 1 and no later than the third Friday of September. A letter of verification of annual salary will be issued to the employee as close as possible to the issuance of the first pay period. Those teachers who choose to have 26 payments will be paid through June 30 from the appropriate accounts in the School District's general fund and the remaining pays will be encumbered and paid for out of the appropriate fiscal year's funds. These remaining pays will follow the same bi-weekly pay schedule.

Teacher's health benefit premiums will be distributed evenly across all employee checks regardless of whether the employee is paid in 21 or 26 paychecks. Teachers must establish a direct deposit of salary payments to a bank designated by the teacher.

Section 2

The District shall fix the initial salary and step level of each teacher on entering employment (or of permanent substitutes) giving due consideration to previous teaching experience, special skills, and academic attainment.

Teachers, who enter the system at other than the beginning of the school year and prior to February 1, will move the following year on the step schedule.

Teachers who are within the system will not request or be granted individual additional step increases except for service, degree requirements, or additional duties.

Section 3

Except as provided in Article XXXV, annual increments as scheduled will be granted at the start of the school year to all teachers who have rendered satisfactory service. A question as to whether the Superintendent had just cause for withholding the increment of a teacher may be presented through the grievance and arbitration procedure.

Section 4

Courses must have the prior approval of the Superintendent of Schools and the teacher must obtain a grade of "B" or better to be credited for such courses on the salary schedule. When universities have a grading system of pass-fail, pass will be acceptable. Prior approval for courses may be requested on-line or via paper copy.

Section 5

Courses must have been taken after the receipt of a Bachelor's or Master's degree and must be approved by the Superintendent or have been in a degree-granting program or as part of the teacher's special field of study, and the grade of "B" or better must have been received for the course. Courses already credited within the system will be accepted for advancement on the salary schedule. When a university offers a course on a pass/fail basis, a passing grade shall be sufficient for purposes of this paragraph.

Section 6

In order to be eligible to advance to a new column on the salary schedule at the beginning or middle of a new school year, a teacher must have submitted to the Human Resource Specialist a letter of intent to advance to a new column no later than January 15 of the prior school year. (Letters of intent will allow the District to calculate and adequately fund the total cost of all column advancements.) Provided that a letter of intent is filed no later than January 15 of the prior school year, official transcripts or other documents from the college or university must be submitted for verification to the Superintendent by September 30 in order for column advancement to be effective as of the first day of the new school year. A letter of verification of lane change will be sent to the employee. Teachers who have submitted the letter of intent but who miss the September 30 deadline may submit their verification by January 15 in order for their advancement to become effective for the second half of the school year.

Section 7

Teachers within the system who supervise practice teachers will be given first preference for vouchers for course work from the participating colleges.

Section 8

Extra-curricular and athletic duties and services shall be compensated in accordance with the provisions of Schedule C. The enumeration of certain classes of types of extra-curricular services and duties set forth in Schedule C neither means that the District must continue these in existence, nor is it intended to exclude payments for any other extra-curricular duties not specifically included therein. All vacant Schedule C positions shall be posted by e-mail.

Assignments to these duties and positions are subject to annual appointment by the principal with approval of the Superintendent of Schools. Additional salary or compensation for such positions shall be by special contract as set forth in Schedule C. Appointments may be made for a period of up to three (3) years.

Section 9

The Superintendent will make his/her best effort to respond to all retirement notifications and other requests in a timely fashion.

Section 10

School counselors, school adjustment counselors, school psychologists, or school social workers who are requested by their immediate supervisor or principal to perform their duties during the summer or at other times not covered by the Agreement shall be compensated at the appropriate per diem rate for the preceding school year. The number of days shall not exceed 10 (ten) days, with the intent of no more than 5 days before the start of school and 5 days after the close of school, unless otherwise approved by the staff member and the supervisor or principal.

Section 11

The Superintendent, at his/her discretion, may grant in-service credit to a teacher for his or her participation in an activity that will enhance the effectiveness of the District. In-service credits will be granted on the basis of one (1) credit for each 20 hours of approved activity.

Credits will be granted for non-compensated time only. The Superintendent may designate in advance that credit for certain professional-development activities may be applied to lane changes across the salary schedule. No more than six (6) such credits may be used per lane change. In-service credits applied to lane changes may also be converted to PDPs for the purpose of teacher re-licensure.

Section 12

Teachers shall be reimbursed up to one thousand dollars (\$1,000.00) annually for the cost of tuition, fees and books of one three (3) credit course in which they receive a grade of "B" or better. It is understood that to be eligible for reimbursement, the teacher must have the course approved in advance by the Superintendent or his/her designee. Such approval shall not be unreasonably withheld if the course is directly related to the teacher's present teaching assignment. The Committee shall not be required to expend more than twenty-five thousand dollars (\$25,000.00) per year pursuant to this Section.

In order to provide equity in access to the tuition reimbursement funds, all reimbursements will occur at the end of the school year. In the event that this amount is insufficient to satisfy the total amount of reimbursement due to teachers for a given school year, teachers will receive partial payment on a pro rata basis. With the exception of courses that finish in June, all documentation required for course reimbursement must be submitted to the Superintendent's office by the last day of school. For courses ending in June, all documentation must be submitted by July 31st.

Section 13

The Superintendent and the president of the Association shall act as a standing committee to bargain regarding any proposed changes to Schedule C that are proposed during the term of an existing contract period. This will not constitute a general re-opening of the contract and shall not affect any other provision of the contract, including any so-called waiver clause or zipper clause that may exist from time to time. Upon agreement being reached between the Superintendent and the president of the Association over a proposed change, such agreement shall be presented to the Union membership and the School Committee for ratification. Absent ratification, the proposed change shall not be made.

Section 14

In recognition of dedicated service to the children of the District, any teacher covered by this Agreement who has taught for twenty (20) years in the District (or thirty (30) years total teaching, the last fifteen (15) of which have been consecutive in the District) may obtain an increase in compensation by following the procedure in the next paragraph. Years of teaching service in either the Ayer or the Shirley School Departments, as well as years of service in the District, will count as years of service for purposes of this section.

Eligible teachers who desire to participate in this program shall notify the Superintendent by January 15 of the school year at the end of which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement System. If such notice is submitted in writing by January 15, then at the conclusion of the final year of teaching, all accumulated Sick Leave shall be wiped off the books and in lieu thereof, the teacher will receive payment at the rate of twenty-five dollars (\$25.00) per day for each Sick Leave day surrendered. One-half (1/2) of this payment will be issued to the teacher in July after his/her last year of teaching, and the other half (1/2) of this payment will be made during July, one year later.

It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the teacher giving such notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given.

Section 15

A. Teachers who retire pursuant to the provisions of the Massachusetts Teachers' Retirement System who give notice of retirement to the Superintendent consistent with paragraph B will receive a payment of the following gross amount if at the time of retirement they have completed the requisite number of years of full-time service (listed below) as a teacher in the District (service as a teacher in either the Ayer or the Shirley School Department which is continuous with service in the District will count for this purpose). A year of part-time service which is .5 or greater will count as a year of full-time service for purposes of this section. Years Completed Gross Payment 20 through 24 \$5,000 (five thousand dollars) 25 through 29 \$6,500 (six thousand five hundred dollars) 30 and over \$8,000 (eight thousand dollars)

B. In order to be eligible for this payment, the teacher cannot retire during a school year, and an irrevocable written notice of retirement must be submitted to the Superintendent prior to January 15 of the school year at the end of which the teacher intends to retire.

C. One-half (1/2) of this payment will be issued to the teacher in July after his/her last year of teaching, and the other half (1/2) of this payment will be made during July, one year later.

Section 16

Teachers who, prior to the creation of the District, had been employed by the Ayer School Department and who had been enrolled in a Town of Ayer health insurance plan during the 2007-2008, 2008- 2009, 2009-2010, and 2010-2011 school years, and who have maintained continuous service with the Ayer Shirley Regional School District, shall receive a wage adjustment to his/her base annual salary in the amount of two thousand (\$2,000) dollars. This amount will be paid as part of his/her regular salary.

ARTICLE XXXI CURRICULUM DEVELOPMENT

Section 1

Teachers are integral to the development of a standards-based curriculum. It is expected that all teaching staff have the right, benefit and responsibility to participate in curriculum development. The District's Strategic Plan for improvement addresses the support of teaching and learning through the implementation of a Pre-K-12 standards based system of curriculum, assessment, and instruction that meets local, state, and national standards and is supported by a comprehensive program of student services. Curriculum development initiatives are mutually beneficial in that they provide professional growth opportunities for teachers while building a rigorous and relevant curriculum to benefit all of our students.

Curriculum development includes the following: aligning curriculum standards and benchmarks for student learning, developing vertical and horizontal curriculum maps, developing curriculum units and courses, strengthening use of data to inform decision-making, expanding use of alternative forms of assessment, meeting the needs of all students within the classroom, using technology to enhance teaching and learning, and strengthening student services programs.

Section 2

The District is committed to a collaborative approach to curriculum development; therefore, a task-force structure (committee, study group, or work group) will generally be used to identify and/or respond to specific curriculum-development priorities. Task forces may be organized by areas of need and include teachers and administrators, who will, working in alignment with school and district improvement plans, meet as needed to address existing and emerging program needs.

When specific needs have been identified, a description of the project goals, tasks, resources, anticipated timeline, number of teachers involved, and time allocated for the work will be developed in concert with the Superintendent or his/her designee and communicated to the staff in writing. Teachers may indicate their interest to the Superintendent or designee, who will select the team members based on the expertise of the applicants relative to the specific project.

Section 3

Any teacher or teachers may submit to the Superintendent, through the appropriate administrators, a Curriculum Research & Development proposal that includes the following:

1. A description of the project goals and tasks
2. Resources needed
3. Anticipated timeline, including total time required for the project
4. Teachers to be involved
5. Description of the project
6. Measure of success
7. Plan to share results

The Superintendent will review each Curriculum Research & Development proposal and negotiate any needed changes to strengthen alignment with district curriculum goals and priorities. Acceptable Curriculum Research & Development proposals will be approved, pending funding availability.

Section 4

Curriculum-development activities may be eligible for in-service credit, in accordance with Article XXX, Section 11, of this Agreement.

ARTICLE XXXII MENTORING PROGRAM

The Mentoring Program for the District will provide a system of structure and support for encouraging and guiding new teachers into our school system. This collaborative program will offer opportunities for all staff members to grow in a professional, collegial, and non-judgmental way. It will add energy and new ideas into every classroom, enhance student learning, and improve the school climate. New teachers will be offered a secure, friendly, and welcoming environment.

Section 1

The Superintendent, building principals and the mentor coordinator will coordinate the Mentoring Program. All participants will operate according to the guidelines established by the MA DESE Guidelines for Induction Programs and by the District's Mentoring Program Handbook.

Section 2

The role of the coordinator does not include mentoring.

Section 3

There will be a general posting each spring to enlist recruits for the mentoring program. Mentors will be selected from this pool or by the principal. The principal may invite individual teachers to serve as mentor if he/she feels there is not an appropriate match in the mentor pool.

Section 4

Mentors will undergo mentor training, and attend the New Teacher Orientation in August. Mentors will perform no evaluations.

Section 5

Mentors and mentees may request release time for the purpose of in class peer observation. Such requests will be presented to the building principal.

Section 6

All first-year teachers and those new to the District will participate, and all second-year teachers may be required to participate, in the Mentoring Program. Teachers who are assuming positions out of their degree, licensure, or department areas, or any teacher experiencing a significant grade level change, may request a mentor.

Section 7

Individual mentors and mentees will meet on a regular basis.

ARTICLE XXXIII SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with enforcement of has been restrained shall

not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXXIV DURATION - NEGOTIATION PROCEDURES

Section 1

This Agreement shall become effective as of September 1, 2019, and shall continue in full force and effect until August 31, 2022.

Section 2

If either party desires to amend, modify, or terminate this Contract at the expiration thereof, it must send written notice to the party prior to October 15, of the last year of the Contract, or the anniversary thereof, including a list of items to be negotiated. If the Committee and the Association have failed to reach agreement by December 15 on such terms, they jointly, or either of them separately, may petition the Division of Labor Relations to initiate the statutory impasse in accordance with the provisions of Chapter 150E.

Section 3

During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter proposals, as each deems appropriate.

Section 4

Either party may, if it desires, utilize the service of outside consultants and may call upon professional or lay representatives to assist in negotiations.

Section 5

A copy of the official proofs of the Contract will be submitted to the Negotiating Committee and the School Committee seventy-two (72) hours prior to the formal signing of the Contract.

ARTICLE XXXV SALARY COMPUTATION FOR 2022-2025

September 1, 2022

i. The salary schedule which was in effect as of August 31, 2022, shall be changed as follows:

- The heading for BA+15 column will be changed to BA15
- Step 1 will be removed from the FY22 salary schedule
- All other steps will be renumbered to make a new salary schedule for FY23
 - FY22 steps 2 through 12 in the Bachelor's Columns (i.e., BA and BA+15) will become FY23 steps 1 through 11
 - Step 12 will be added to both Bachelor's Columns (i.e., BA and BA+15) which will be 2% higher than the salaries listed in Step 11
 - FY22 steps 2 through 14 in the Master's Columns (i.e., MA, MA15, MA30, MA45, MA60, MA75) will become FY23 steps 1 through 13
 - Step 14 will be added to all Master's Columns (i.e., MA, MA15, MA30, MA45, MA60, MA75) which will be 2% higher than the salaries listed in Step 13

ii. A teacher whose salary is on the new FY23 salary schedule will be placed on the next step to which they would have advanced based on their years of service. For example, a teacher who was on Step 6 on the FY22 salary schedule during the 2021-22 school year will advance to Step 7 on the FY23 salary schedule for the 2022-23 school year.

iii. Teachers who, as of the 2021-22 school year, had already advanced to "above top step" status shall receive a 2% increase over their previous year's salary. However, if the addition of this 2% increase would result in a salary which is less than the salary for the top step in the applicable column, the teacher will be placed back onto the salary schedule, at the top step, and will not return to "above top step" status in the future.

September 1, 2023

- i. The salary schedule which was in effect as of August 31, 2023, shall be increased by 3%.
- ii. Teachers who, as of the 2022-23 school year, had already advanced “above top step,” and who remain in such status, shall receive a 3% increase over their previous year’s salary. However, if the addition of this 3% increase would result in a salary which is less than the salary for the top step in the applicable column, the teacher will be placed back onto the salary schedule, at the top step, and will not return to “above top step” status in the future.

September 1, 2024:

- i. The salary schedule which was in effect as of August 31, 2024, shall be increased by 4%.
- ii. Teachers who, as of the 2023-24 school year, had already advanced “above top step,” and who remain in such status, shall receive a 4% increase over their previous year’s salary. However, if the addition of this 4% increase would result in a salary which is less than the salary for the top step in the applicable column, the teacher will be placed back onto the salary schedule, at the top step, and will not return to “above top step” status in the future.

Teachers who are “Above top step”: No new teacher will advance to “above top step” status after the 2018-19 school year. Teachers who had already advanced to “above top step” as of the 2018-19 school year, and who remain “above top step” after the implementation of the salary increase on September 1, 2019 as described in subsection a.

iii. Above, will receive salary increases as described in subsections a.-c. above, and will receive a salary increase of \$2,000 for each column the teacher advances during the term of this contract. Said \$2,000 increase for column advancement will be applied before application of the applicable cost-of living increase.

SCHEDULE A – TEACHERS’ SALARY SCHEDULES

2022-2023 TEACHER SALARY SCALE

FY23: Renumber and add 2% to Top Step								
	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75
1	\$48,189	\$49,828	\$51,467	\$53,107	\$54,746	\$56,806	\$58,866	\$60,926
2	\$49,938	\$51,577	\$53,434	\$55,073	\$56,713	\$58,773	\$60,833	\$62,893
3	\$51,686	\$53,325	\$55,237	\$56,822	\$58,461	\$60,521	\$62,581	\$64,641
4	\$53,434	\$55,073	\$57,095	\$58,734	\$60,537	\$62,597	\$64,657	\$66,717
5	\$55,183	\$55,948	\$59,117	\$60,756	\$62,395	\$64,455	\$66,515	\$68,575
6	\$56,057	\$56,822	\$61,357	\$62,996	\$64,635	\$66,695	\$68,755	\$70,815
7	\$56,931	\$57,696	\$63,597	\$65,454	\$67,367	\$69,427	\$71,487	\$73,547
8	\$57,805	\$58,570	\$66,001	\$67,913	\$69,825	\$71,885	\$73,945	\$76,005
9	\$58,679	\$59,444	\$68,842	\$70,754	\$72,666	\$74,726	\$76,786	\$78,846
10	\$59,554	\$60,319	\$72,120	\$74,305	\$76,491	\$78,551	\$80,611	\$82,671
11	\$60,428	\$61,193	\$75,726	\$78,392	\$80,889	\$82,949	\$85,009	\$87,069
12	\$61,637	\$62,417	\$79,223	\$81,955	\$84,577	\$86,637	\$88,697	\$90,757
13			\$82,788	\$85,642	\$88,383	\$90,443	\$92,503	\$94,563
14			\$84,444	\$87,355	\$90,151	\$92,252	\$94,353	\$96,454

2023-2024 TEACHER SALARY SCALE

FY 24 3% COLA on Grid	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75
1	\$49,635	\$51,323	\$53,011	\$54,700	\$56,388	\$58,510	\$60,632	\$62,754
2	\$51,436	\$53,124	\$55,037	\$56,725	\$58,414	\$60,536	\$62,658	\$64,780
3	\$53,237	\$54,925	\$56,894	\$58,527	\$60,215	\$62,337	\$64,458	\$66,580
4	\$55,037	\$56,725	\$58,808	\$60,496	\$62,353	\$64,475	\$66,597	\$68,719
5	\$56,838	\$57,626	\$60,891	\$62,579	\$64,267	\$66,389	\$68,510	\$70,632
6	\$57,739	\$58,527	\$63,198	\$64,886	\$66,574	\$68,696	\$70,818	\$72,939
7	\$58,639	\$59,427	\$65,505	\$67,418	\$69,388	\$71,510	\$73,632	\$75,753
8	\$59,539	\$60,327	\$67,981	\$69,950	\$71,920	\$74,042	\$76,163	\$78,285
9	\$60,439	\$61,227	\$70,907	\$72,877	\$74,846	\$76,968	\$79,090	\$81,211
10	\$61,341	\$62,129	\$74,284	\$76,534	\$78,786	\$80,908	\$83,029	\$85,151
11	\$62,241	\$63,029	\$77,998	\$80,744	\$83,316	\$85,437	\$87,559	\$89,681
12	\$63,486	\$64,289	\$81,600	\$84,414	\$87,114	\$89,236	\$91,358	\$93,480
13			\$85,272	\$88,211	\$91,034	\$93,156	\$95,278	\$97,400
14			\$86,977	\$89,975	\$92,855	\$95,019	\$97,184	\$99,348

2024-2025 TEACHER SALARY SCALE

FY25 4% COLA on Grid	BA	BA15	MA	MA15	MA30	MA45	MA60	MA75
1	\$51,620	\$53,376	\$55,131	\$56,888	\$58,644	\$60,851	\$63,057	\$65,264
2	\$53,494	\$55,249	\$57,239	\$58,994	\$60,751	\$62,958	\$65,164	\$67,371
3	\$55,366	\$57,122	\$59,170	\$60,868	\$62,623	\$64,830	\$67,037	\$69,243
4	\$57,239	\$58,994	\$61,160	\$62,916	\$64,847	\$67,054	\$69,261	\$71,467
5	\$59,112	\$59,931	\$63,326	\$65,082	\$66,838	\$69,044	\$71,251	\$73,458
6	\$60,048	\$60,868	\$65,726	\$67,481	\$69,237	\$71,444	\$73,650	\$75,857
7	\$60,984	\$61,804	\$68,125	\$70,114	\$72,164	\$74,370	\$76,577	\$78,784
8	\$61,921	\$62,740	\$70,700	\$72,748	\$74,797	\$77,003	\$79,210	\$81,417
9	\$62,857	\$63,676	\$73,744	\$75,792	\$77,840	\$80,046	\$82,253	\$84,460
10	\$63,794	\$64,614	\$77,255	\$79,596	\$81,937	\$84,144	\$86,351	\$88,557
11	\$64,730	\$65,550	\$81,118	\$83,974	\$86,648	\$88,855	\$91,062	\$93,268
12	\$66,025	\$66,861	\$84,864	\$87,790	\$90,599	\$92,806	\$95,012	\$97,219
13			\$88,683	\$91,740	\$94,676	\$96,883	\$99,089	\$101,296
14			\$90,456	\$93,575	\$96,569	\$98,820	\$101,071	\$103,322

2022-2025 ABOVE TOP STEP SALARIES (Does Not Include Lane Changes)

Above Top Step	FY22 Salary	FY23 Salary	FY24 Salary	FY25 Salary
BA15 Max Step	\$63,635	\$64,908	\$66,855	\$69,529
BA Max Step	\$73,646	\$75,118	\$77,372	\$80,467
BA Max Step	\$75,298	\$76,804	\$79,109	\$82,273
MA Max Step (2)	\$84,464	\$86,153	\$88,737	\$92,286
MA Max Step (2)	\$85,887	\$87,605	\$90,233	\$93,842
MA Max Step (5)	\$87,193	\$88,937	\$91,605	\$95,269
MA30 Max Step	\$88,645	\$90,418	\$93,131	\$96,856
MA30 Max Step	\$88,898	\$90,676	\$93,396	\$97,132
MA15 Max Step (2)	\$89,315	\$91,101	\$93,834	\$97,587
MA15 Max Step	\$89,379	\$91,166	\$93,901	\$97,657
MA15 Max Step	\$89,499	\$91,289	\$94,027	\$97,788
MA15 Max Step (4)	\$89,568	\$91,359	\$94,100	\$97,864
MA30 Max Step	\$90,504	\$92,314	\$95,084	\$98,887
MA30 Max Step	\$90,755	\$92,570	\$95,347	\$99,161
MA30 Max Step	\$91,628	\$93,460	\$96,264	\$100,115
MA30 Max Step	\$91,753	\$93,588	\$96,396	\$100,252
MA30 Max Step	\$91,810	\$93,646	\$96,456	\$100,314
MA30 Max Step (2)	\$91,942	\$93,781	\$96,594	\$100,458
MA30 Max Step (4)	\$92,061	\$93,902	\$96,719	\$100,588
MA45 Max Step	\$93,932	\$95,811	\$99,685	\$102,632
MA45 Max Step (2)	\$94,183	\$96,067	\$98,949	\$102,907
MA75 Max Step	\$95,572	\$97,483	\$100,408	\$104,424
MA30 Max Step	\$95,611	\$97,524	\$100,449	\$104,467
MA60 Max Step	\$96,304	\$98,230	\$101,177	\$105,224
MA75 Max Step (3)	\$98,426	\$100,394	\$103,406	\$107,542
MA75 Max Step	\$101,012	\$103,032	\$106,123	\$110,368

Please Note: There will be no additional educators added to this category of “Above Top Step”. In addition, there may be some educators who will be removed from the “Above Top Step” status to the newly created Step 14 due to this newly created Step 14 having a higher salary than remaining in “Above Top Step”.

SCHEDULE C EXTRACURRICULAR AND STUDENT SUPPORT POSITIONS

Regarding Schedule C stipendiary positions:

1. Schedule C stipends paid to teachers are subject to MTRS (Massachusetts Teachers' Retirement System) withholding and count for MTRS credit.
 2. All stipendiary positions in the following schedules will be posted in the spring, with the exception of athletic positions, which will be posted on the following schedule: Fall sports –January; Winter sports – April; Spring sports – June. Teachers wishing either to continue in the same position or to apply for a position should send a brief e-mail to the activity supervisor (building principal, Athletic Director, or Assistant Superintendent/Superintendent) within ten (10) school days stating such interest.
 3. All positions are one-year appointments, and the final decision rests with the supervisor.
 4. All duties/responsibilities must be fulfilled before the supervisor verifies completion of the activity and submits a request for final payment. Payment of the stipend (less retirement and taxes, where appropriate) will be dispersed in a timely fashion following verification by the supervisor.
 5. All monetary amounts for stipend positions are subject to contract negotiations. Positions will be filled according to need and available funding. All after-school activities will be based on proposals presented to an approved by the Superintendent or designee, subject to available funds. These activities may be subject to a cap on number of hours and/or total compensation.
 6. The funding and filling of all Schedule C positions is at the discretion of the Regional School Committee and its designee(s). General job descriptions governing athletics, activities/clubs, and professional positions in Schedule C are available upon request. Duties/responsibilities can be added to the job descriptions as each category warrants.
 7. Stipends for extracurricular activities that are unused in a given year can be reassigned to a new position with principal and superintendent approval. The title of the original position shall remain in contract for the next year, unless the activity is removed from Schedule C as a result of the collective bargaining process.
- The following increases will be applied to the stipends in Schedule C:
 - For 2022-23: Provide a 2% increase to all 2021-22 Schedule C Rates (Note: the September 1, 2022 increase will not be applied to the new rates for PD Facilitator, ½ Day PD Honorarium, Full day PD Honorarium, as these are new rates starting in 2022-2023.)
 - For 2023-2024: Provide a 3% increase to all 2022-23 Schedule C Rates
 - For 2024-2025: Provide a 4% increase to all 2023-24 Schedule C Rates

SCHEDULE C RATES 2022 THROUGH 2025

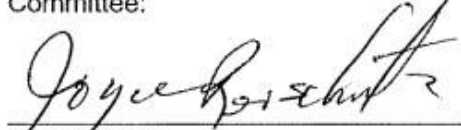
Athletics	2022-2023	2023-2024	2024-2025	Season/Year
Cheerleading Coach	\$3,168	\$3,263	\$3,393	Fall
Football Head Coach	\$7,589	\$7,817	\$8,130	Fall
Football Assistant Coach	\$4,422	\$4,554	\$4,736	Fall
Volleyball Head Coach	\$4,422	\$4,554	\$4,736	Fall
Volleyball Assistant Coach	\$3,168	\$3,263	\$3,393	Fall
Girls Soccer Head Coach	\$4,422	\$4,554	\$4,736	Fall
Boys Soccer Head Coach	\$4,422	\$4,554	\$4,736	Fall
JV Boys Soccer Head Coach	\$3,168	\$3,263	\$3,393	Fall
JV Girls Soccer Head Coach	\$3,168	\$3,263	\$3,393	Fall
Boys Basketball Head Coach	\$6,156	\$6,341	\$6,594	Winter
Boys Basketball Assistant Coach	\$4,422	\$4,554	\$4,736	Winter
Girls Basketball Head Coach	\$6,156	\$6,341	\$6,594	Winter
Girls Basketball Assistant Coach	\$4,422	\$4,554	\$4,736	Winter
Baseball Head Coach	\$4,422	\$4,554	\$4,736	Spring
Baseball Assistant Coach	\$3,168	\$3,263	\$3,393	Spring
Softball Head Coach	\$4,422	\$4,554	\$4,736	Spring
Softball Assistant Coach	\$3,168	\$3,263	\$3,393	Spring
Boys Track Head Coach	\$4,422	\$4,554	\$4,736	Spring
Boys Track Assistant Coach	\$3,168	\$3,263	\$3,393	Spring
Girls Track Head Coach	\$4,422	\$4,554	\$4,736	Spring
Girls Track Assistant Coach	\$3,168	\$3,263	\$3,393	Spring
Winter Track Head Coach	\$4,422	\$4,554	\$4,736	Winter
Winter Indoor Track Assistant Coach	\$3,168	\$3,263	\$3,393	Winter
Golf Head Coach	\$3,527	\$3,632	\$3,778	Fall
Cross Country Coach	\$4,422	\$4,554	\$4,736	Fall
Unified Track Coach	\$2,164	\$2,229	\$2,318	Spring
Unified Track Assistant Coach	\$1,082	\$1,115	\$1,159	Spring

Unified Basketball Coach	\$2,164	\$2,229	\$2,318	Fall
Middle School Softball Head Coach	\$2,212	\$2,279	\$2,370	Spring
Middle School Baseball Head Coach	\$2,212	\$2,279	\$2,370	Spring
Middle School Boys Basketball Head Coach	\$3,107	\$3,201	\$3,329	Winter
Middle School Girls Basketball Head Coach	\$3,107	\$3,201	\$3,329	Winter
Middle School Cheerleading Head Coach	\$1,615	\$1,663	\$1,730	Winter
Middle School Boys Soccer Head Coach	\$2,212	\$2,279	\$2,370	Fall
Middle School Girls Soccer Head Coach	\$2,212	\$2,279	\$2,370	Fall
Middle School Volleyball Coach	\$2,164	\$2,229	\$2,318	Fall
Activities	2022-2023	2023-2024	2024-2025	Season/Year
High School Student Council	\$2,391	\$2,463	\$2,561	Year
High School Yearbook Advisor	\$2,152	\$2,217	\$2,305	Year
High School Band Director	\$2,691	\$2,771	\$2,882	Year
Jazz Band Director	\$1,436	\$1,479	\$1,538	Year
High School Chorus Director	\$1,436	\$1,479	\$1,538	Year
Senior Class Advisor	\$2,152	\$2,217	\$2,305	Year
Junior Class Advisor	\$1,137	\$1,171	\$1,218	Year
Sophomore Class Advisor	\$1,137	\$1,171	\$1,218	Year
Freshman Class Advisor	\$1,137	\$1,171	\$1,218	Year
High School National Honor Society	\$1,196	\$1,232	\$1,281	Year
High School Musical Director (drama)	\$2,869	\$2,955	\$3,073	Fall & Spring
High School Musical Asst. Director (music)	\$2,152	\$2,217	\$2,305	Year
Robotics Coordinator	\$2,297	\$2,366	\$2,461	Year
Mock Trial coach	\$1,840	\$1,895	\$1,971	Year
Model U.N. Advisor	\$1,840	\$1,895	\$1,971	Year
Leadership Club Advisor	\$1,840	\$1,895	\$1,971	Year
Literary Magazine Advisor	\$1,840	\$1,895	\$1,971	Year
Middle School Yearbook	\$1,137	\$1,171	\$1,218	Year
Middle School Student Council	\$1,615	\$1,663	\$1,730	Year

Middle School Chorus Director	\$1,436	\$1,479	\$1,538	Year
Middle School Band Director	\$2,273	\$2,341	\$2,434	Year
Middle School Musical Director	\$2,152	\$2,217	\$2,305	Year
Middle School Asst. Musical Director	\$1,913	\$1,970	\$2,049	Year
Middle School Ski Club	\$897	\$924	\$961	Winter
Mountain Classroom Coordinator	\$433	\$446	\$464	Year
Nature's Classroom Coordinator	\$433	\$446	\$464	Year
Washington D.C. Coordinator	\$433	\$446	\$464	Year
Destination Imagination	\$1,196	\$1,232	\$1,281	Year
Elementary Chorus Director (PH)	\$1,413	\$1,456	\$1,514	Year
Elementary Chorus Director (LAW)	\$1,413	\$1,456	\$1,514	Year
Professional Support	2022-2023	2023-2024	2024-2025	Season/Year
Mentors	\$778	\$801	\$833	Year
District Mentor Coordinator	\$778	\$801	\$833	Year
Curriculum Leaders (PreK-12)	\$2,424	\$2,497	\$2,597	Year
High School AP Coordinator	\$1,196	\$1,232	\$1,281	Year
EL Coordinator	\$2,391	\$2,463	\$2,561	Year
Library Coordinator	\$2,391	\$2,463	\$2,561	Year
Professional Support Contractual Rates (Outside of Contractual Time)	2022-2023	2023-2024	2024-2025	Season/Year
Curriculum Development	\$35.83	\$36.91	\$38.38	Hourly
Professional Rate	\$35.83	\$36.91	\$38.38	Hourly
Professional Development (PD) Facilitator Rate	\$50.00	\$51.50	\$53.56	Hourly
1/2 Day PD Honorarium (3 hours)	\$50.00	\$51.50	\$53.56	Daily
Full Day PD Honorarium (6 hours)	\$100.00	\$103.00	\$107.00	Daily

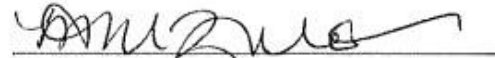
WHEREFORE, intending to be bound, the parties have executed this agreement this 7th day of June, 2022.

For the Ayer Shirley Regional School
Committee:



Joyce Feischutz
Chair, Ayer Shirley Regional School Committee

For the Ayer Shirley Regional Education
Association:



Marianne Zimon
Co-President, Ayer Shirley Education Association

APPENDIX A PROFESSIONAL GROWTH AND EDUCATOR EVALUATION

The evaluation of teachers shall be done in accordance with the provisions of the “ASRSD Model for Professional Growth and Educator Evaluation.” The said document is an integral part of this Agreement by reference and as Appendix A.

Appendix A

Ayer Shirley Regional School District Model for Professional Growth and Educator Evaluation

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1. Purpose of Educator Evaluation

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

B) The regulatory purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv) To assure effective teaching and administrative leadership, 35.01(3).

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

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

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

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

D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

F) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
- ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
- iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
- iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

H) *ESE: The Massachusetts Department of Elementary and Secondary Education.

I) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
- ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan Development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) *Experienced Educator: An educator with Professional Teacher Status (PTS).

M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth Plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

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

R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments (if state assessments are available), and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

S) *Observation: A data gathering process that includes notes and judgments made by the Evaluator during one or more classroom or worksite visits(s) for a minimum duration of ten minutes and which may include examination of artifacts of practice, including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) Parties: The parties to this agreement are the Ayer Shirley Regional School Committee and the Ayer Shirley Regional Education Association, Inc.

U) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

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

W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

Y) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

Z) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those

required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

AA) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) *Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3. Evidence Used In Evaluation

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

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

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's

role and responsibility.

B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of any duration.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Examination of Educator work products.
- iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 22, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. Rubric

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

5. Evaluation Cycle: Training

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

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

superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6. Evaluation Cycle: Annual Orientation

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

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7. Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 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:

- (1) At least one goal directly related to improving the Educator's own professional practice.
- (2) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22 below.

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

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

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

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

A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii) The Educator shall have at least four unannounced observations during the school year.

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

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

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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

11. Observations

The Evaluator's first observation of the Educator should take place by November 15.

Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

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

B) Announced Observations

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

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

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

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

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

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

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

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

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

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

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

12. Evaluation Cycle: Formative Assessment

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. The summative report must be written and provided to the educator by May 20 for Non-PTS educators and by June 6 for PTS educators.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective

Teaching Practice.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 20 for Non-PTS Educators and no later than June 6 for PTS Educators.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

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

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

- i) At least one goal related to improvement of practice tied to one or more Performance Standards;
- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning

activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

16. Educator Plans: Developing Educator Plan

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

B) The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

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

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

18. Educator Plans: Directed Growth Plan

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

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

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

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

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

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

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

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

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

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

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

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

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

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

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

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

20. Career Advancement

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

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013- 14, whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21. Rating Impact on Student Learning Growth

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

22. Using Staff and Student Feedback in Educator Evaluation

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

23. Transition from Existing Evaluation System

The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

24. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) There will be a joint task force composed of no more than six (6) members - Three (3) members from the Association, and three (3) members from administration. The members from the Association will be appointed by the Association president. The Association president will appoint one (1) member from each school level - elementary, middle, and high. The superintendent will appoint the members from administration. This task force will be responsible for meeting at least two times per year to review and to revise the wording of the evaluation system and to make recommendations to improve the system. Recommended changes that do not materially change the provisions of the collective-bargaining agreement may be implemented upon agreement of the Association president and the superintendent. Changes that significantly alter the provisions of this agreement shall be presented to the Association membership and the School Committee for ratification. Absent ratification, the proposed change(s) shall not be made.

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non- renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.