

AGREEMENT

BETWEEN THE

FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE

AND THE

FRONTIER REGIONAL TEACHERS ASSOCIATION

2019-2022

THIS AGREEMENT is made and entered into on the date set forth below by and between the FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE (hereinafter referred to as the "Committee"), and the FRONTIER REGIONAL TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the students of the FRONTIER REGIONAL SCHOOL DISTRICT, and that good morale within the teaching staff of the Frontier Regional School is essential to achievement of that purpose, we, the undersigned parties to the Contract, declare that:
 - (a) Under the Law of Massachusetts, (including, but not limited to General Laws, Chapter 70, 71, and 150E) the Committee, elected by the citizens of the towns comprising the Frontier Regional School District has final responsibility for establishing the educational policies of the public schools of the District.
 - (b) Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers, and authority held by the Committee prior to the effective date of this Agreement are retained by the Committee, and the exercise of said rights, powers, or authority shall not be subject to the grievance procedure or arbitration.
 - (c) The Superintendent of the District, (hereinafter referred to as the Superintendent) or in his/her absence, some person duly vested with similar authority, has responsibility for carrying out the policies so established and those set forth in the General Laws, Chapter 71, and all other laws thereto pertaining.
 - (d) The professional teaching staff of the public schools of the District has responsibility for providing education of the highest possible quality.
 - (e) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the professional teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional teaching staff
 - (f) To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I **RECOGNITION**

For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder the Committee recognizes the Association as the exclusive bargaining agent and representative of all full-time and part-time professional employees of the Committee including degreed school nurses; excepting, however, the Superintendent, the Assistant Superintendent, the Special Education Director, the Director of Business Administration, the Principal, the Assistant Principals, the Director of Instructional Technology, the Director of Secondary Education/Health

Education Coordinator and the Early Childhood Coordinator, Director of School Facilities, and, when assigned to no more than a .4 teaching load, the Health Education Coordinator.

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

For the purposes of this Contract the following terms are defined:

1. Full-time Professional Employee - any person employed under contract in a position which requires certification by the Massachusetts Department of Education and who would serve in that position for six and one half hours per day and 182 days in the aggregate shall be considered a full-time employee.
2. Part-time Professional Employee - any person employed under contract in a position who does not meet the full-time requirements, but the position being fulfilled requires certification by the Massachusetts Department of Education. Part-time employees are covered under this Agreement; however, salary, leave and other benefits for which they are eligible, including preparation time, are to be pro-rated according to one's full-time equivalency status.

ARTICLE II

NEGOTIATION PROCEDURE

- A. No later than November 1st of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the Law of this Commonwealth to be the subject of collective bargaining. Within two weeks of date of said agreement to negotiate, a joint meeting will be scheduled for the purpose of revision of the guidelines under which negotiations will take place. Guidelines will be in writing and signed and executed by the designated chairpersons of both parties. Within thirty (30) calendar days of the aforesaid negotiation guideline meeting the first negotiation meeting shall be held at a mutually acceptable time and place. Any successor agreement so negotiated will apply to all teachers, and be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection all pertinent reports of the School System as are within the classification of public records. Neither party will be restricted in the use of professional and lay consultants to assist in the negotiations. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- C. The Committee agrees that it will not adopt any change in policy which affects any of the provisions of this Agreement except that during the terms of this Contract, negotiations

may be opened by mutual consent to cover issues that may arise under the Contract or not covered by the Contract. If an agreement is reached, an agreement of addendum to this Contract will be entered into and will be binding for the balance of the term of the Contract.

- D. The Committee agrees not to negotiate with any teachers' organization other than the organization recognized herein as the exclusive bargaining agent during the term of this Agreement.

ARTICLE III

SALARIES

- A. Effective July 1, 2019 there will be a one percent (1.0%) increase in salary for steps zero (0) through thirteen (13). Step 20L will be valued at one thousand dollars (\$1,000) more than step 13. Step 25L will be valued at one thousand dollars (\$1,000) more than step 20L.

Effective July 1, 2020 there will be a two percent (2.0%) increase in salary for steps zero (0) through thirteen (13). Step 20L will be valued at one thousand dollars (\$1,000) more than step 13. Step 25L will be valued at one thousand dollars (\$1,000) more than step 20L.

Effective July 1, 2021 there will be a two percent (2.0%) increase in salary for steps zero (0) through thirteen (13). Step 20L will be valued at one thousand dollars (\$1,000) more than step 13. Step 25L will be valued at one thousand dollars (\$1,000) more than step 20L.

- B. Teachers shall have the option annually of signing up for twenty-one/twenty-two (21-22) or twenty-six (26) / twenty-seven (27) pay periods. Those selecting twenty-six (26) pay periods shall be given the additional option of receiving, with their twenty-first (21) or twenty-second (22) paycheck, a lump sum payment of the balance due on their contract. Teachers prior to the end of school in June must notify, in writing, the Central Office of their requested payment schedule. Teachers who request may have money withheld from salary in a credit union, or other financial institution.
- C. All teachers entering the employ of the School Committee after the execution of this Agreement may be placed on the proper step of the salary schedule in accordance with their degree status and previous teaching experience; provided, however, that this section shall not preclude the administration from offering a prospective new teacher a lesser salary in the appropriate degree column on the salary schedule acceptable to the employee as long as Article XIII.C. Early Retirement and Incentive Plan shall remain available to members of the bargaining unit.

It is agreed that no such new teacher will receive a higher salary than any presently employed teacher with equal experience and training except in the case of a position requiring special or unusual skills and training.

- D. Teachers who expect to move to a new column must notify the Superintendent of Schools in writing on or before September 30 of the year preceding the expected move, in order to

meet budget requirements. The appropriate increase in annual salary is to begin on September 1 following completion of the requirements for the degree with the exception that if the degree is granted in January, the increase in salary shall be pro-rated beginning the month following completion of the requirements for the degree.

- E. A teacher with a Master's Degree who subsequently obtains thirty (30) semester hours of study shall be compensated at a higher rate in accordance with "Appendix A".

ARTICLE IV **PROFESSIONAL DEVELOPMENT**

- A. Should the Committee request a teacher to take specific courses for advancement or improvement, it will reimburse the teacher for the entire cost.

Upon successful completion of an approved course, the teacher must provide receipts to the Superintendent with a college certified transcript of credit with the final course grade noted thereon. Reimbursement will depend on a grade of "B" or above in a graded course and a passing grade in a pass/fail course.

- B. The Committee will appropriate six hundred dollars (\$600.00) for each full-time professional employee for professional development activities approved by the Principal. A part-time professional as defined in Article I will receive a pro-rated amount. Unused monies in this account will be offered to the staff for additional professional development activities or reimbursements on or before April 15th of each year. The total amount of the appropriated and additional professional development monies for each staff member will not exceed two thousand six hundred dollars (\$2,600) per year.

Any professional development monies remaining as of May 15th shall revert to the building's general budget.

ARTICLE V **TEACHER EVALUATION**

- A. Pursuant to regulations adopted by the Massachusetts Department of Elementary and Secondary Education, the parties have agreed to implement a new procedure used for the evaluation of teachers at Frontier Regional High School. This agreed upon evaluation tool is marked as APPENDIX E to this contract.
- B.
 - 1. Individual teachers will have the right at any time during the working day to review the contents of their personnel file. A teacher will be entitled to have a representative accompany him/her during such review. Such review will be conducted in the presence of a member of the school administration.

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy within thirty (30) calendar days of receipt.
- C. Any signed written complaint regarding a teacher made by any parent, student, or other person will be promptly called to the attention of the Principal, who will inform the teacher as to the complaint, the source and nature of the complaint and the disposition of the complaint. However, frivolous complaints or anonymous complaints that are not corroborated or verified by administration will be disregarded.
- D. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance. If any formal action is to be taken against the teacher, he/she will be entitled at his/her option to have a representative present from those representatives reasonably available. All participants at disciplinary meetings are entitled to be treated with professionalism.
- E. Pursuant to Chapter 71, Section 42, a Principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the Superintendent; and subject to the provisions of this section, the Superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him/her to be assigned to more than one school, and in the case of teachers who teach in more than one school, those persons shall be considered to be under the supervision of the Superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in the district for at least ninety calendar days shall not be dismissed unless he/she has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond with documents relating to the grounds for dismissal, and, if he/she so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the Principal or Superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the Principal or Superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will. A teacher with professional teacher status, pursuant to section forty-one, shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight of this Chapter 71, or other just cause.

ARTICLE VI
TEACHING HOURS AND TEACHING LOAD

- A. 1. Starting and dismissal times for students will be established by the School Committee after taking into careful consideration State regulations as prescribed by the State Board of Education. However, the previous sentence does not affect the current teacher day, including time before and after instruction begins.
2. The workday of personnel covered by this Agreement shall begin at 7:45 a.m. and end at 2:15 p.m.
3. High School teachers shall be required to spend a total of not less than one and one-half (1½) hours each week before opening or after closing of school for parent-teacher conferences, student make-up sessions or tutorial assistance. Parents, students and Administration will be kept informed of times that High School teachers will be available before opening or after closing of school.
4. Faculty meetings may be called monthly by the Principal or the Superintendent.
5. Teachers shall be required to attend no more than ten (10) after school faculty meetings.
6. These meetings can last up to one (1) hour and thirty (30) minutes.
7. They shall be scheduled on a rotating basis of joint school and separate school staff meetings. Department Heads will schedule departmental meetings as often as is necessary to meet departmental goals and will make every attempt to schedule these meetings so as not to interfere with classes.
8. The Principal or Superintendent may direct departmental meetings to be held when the educational need requires, and for special or unusual projects.
9. Such meetings as may be directed by the Principal or Superintendent will not, under normal circumstances, be called more than once monthly.
- B. The work year of teachers shall be in accordance with General Laws, Chapter 71, Section 1, as amended, and in accordance with requirements of the Board of Education of the Commonwealth of Massachusetts as set forth in the aforesaid Law. In addition thereto, up to two (2) additional days may be scheduled by the administration without additional compensation therefore, one (1) such day for teacher orientation prior to school opening, and one (1) day for administrative purposes as determined by the committee or Superintendent. The work year of teachers shall begin no earlier than the last Wednesday in August, and it shall end no later than June 30 unless mutually agreed upon or if a change is mandated by law or Department of Education regulations.

- C. All subject areas, including World Languages, English, Mathematics, Science, Social Studies, Physical Education, Business, Art, and Music shall not exceed thirty (30) pupils per classroom. In the subject areas of Technology Education, Family and Consumer Science, and Lab Sciences, class size shall be limited for safety considerations. Commencing August 28, 2019, teachers may be assigned to a student study period "PACE" during the work day."
- D. 1. Preparation Period - Each teacher shall have a duty free preparation period each day except where unusual and temporary situations involving a staff shortage require a teacher to fill a temporary assignment on that day. Under such circumstances, compensation will be Forty-Five Dollars (\$45.00) for each period covered to be paid in the applicable payroll period.
2. Emergency Duty Coverage - The School Committee or its designee shall make every effort to find non-teachers to handle duties. However, in emergency situations, teachers may be required to perform duties not to exceed one hundred eighty (180) minutes a year.
- Each teacher shall determine whether the one hundred eighty (180) minutes will be either four (4) forty-five (45) or two (2) ninety (90) minute periods of time. Emergency assignments shall be rotated among all Frontier teachers based on a schedule prepared by lottery within thirty (30) days of the execution of this contract.
3. Effective August 28, 2019, the parties agree that the newly negotiated teaching schedule shall be implemented.
- a) A high school teacher will be scheduled for no more than three (3) block teaching assignments and a long block preparation period per day. Additionally, a high school teacher will not be assigned a non-teaching duty.
- b) The contract parties agree to review the block schedule format at least on a yearly basis of the contract. Meetings called pursuant to this contract section shall be with the Superintendent and the Building Principal in attendance. The Superintendent is not required to attend this meeting unless the Association so requests, in writing. Other meetings related to block scheduling issues shall be with the Principal in attendance.
- c) If the four (4) block, five (5) period schedule format, as agreed upon by the parties, cannot be implemented for any reason, then high school teachers will be assigned classes and duties pursuant to the 2016-2019 Frontier Contract's Article VII.

- d) The parties agree that 7th and 8th grade teachers shall not be required to spend one and one-half hours each week before and after closing of school for parent teacher conferences, student make-up sessions or tutorial assistance. However, 7th and 8th grade teachers shall be required to spend one and one-half hours each week (in the form of two 45 minute blocks) during their prep time for the purpose of meeting with same grade teachers, attending IEP meetings, parent conferences, etc.
- e) The following chart describes preparation time for part-time teachers in a block schedule.

<u>Teaching</u>	<u>Prep Time</u>
1 Block	1/3 Block
2 Blocks	2/3 Block

- 4. Teachers may volunteer to tutor students during their preparation periods. However, teachers may volunteer for only two (2) non-consecutive quarters per year. Posting requirements in Appendix C will be followed.
- E. The parties will review the District technology policies and make recommendations to the School Committee.
- F. The parties agree to review the four (4) block, five (5) period schedule and make recommendations during the 2019-2020 and 2020-2021 school years. The Superintendent is not required to attend this meeting unless the Association so requests in writing.

ARTICLE VII

TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their program for the coming year, including grades, subjects, and division levels 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.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. All employees covered by this contract who are called to work beyond the regularly defined school year shall be compensated at their per diem rate.
- D. The School Committee may increase the teachers' work year up to three (3) days and will compensate them at their per diem rates consistent with Section C of this Article.

ARTICLE VIII
VACANCIES & PROMOTIONS

- A. Whenever a vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in this school as far in advance of the appointment as possible. Between close of one school year and start of next school year, an email notice of any such vacancy will be provided to each member of the bargaining unit. In both situations, the qualifications for the position, its duties, and rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools and the giving of notification to the Association membership.
- B. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees that the administration will give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

In filling such vacancies, first consideration will be given to qualified teachers already employed by the Committee, and each teacher applicant not selected will, upon request, receive from the Superintendent or his/her designees a written explanation of why the successful applicant was selected.

Where a vacancy is to be filled, appointments will be made wherever possible not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association.

- C. Appointments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, gender identity, disability, pregnancy, pregnancy related conditions, age or marital status.
- D. The parties hereto recognize the desirability of improved curricula. They also recognize that continuous attention to such matters, coupled with occasional periods of concentrated effort are of value in updating and revising curricula. Teachers will be required to apply continuous effort to such matters which are part of the teachers' normal professional obligation. The Committee, however, recognizes that occasional special projects may be required. On such occasions, the Committee will employ those teachers willing to assist in such work on an agreed basis to serve for added compensation. By way of example and not of limitation, such special work may be undertaken on weekdays after school hours, or on Saturdays or during school vacation periods. Any summertime work on such projects, if scheduled by the Committee, will be subject to the rate of pay agreed upon.

ARTICLE IX
LEAVES OF ABSENCE

A. Sick Leave

1. All employees covered by this Contract are allotted fifteen (15) days of sick leave with pay each year. During the employee's first school year of employment, the employee will be credited with one and one-half (1.5) days of sick leave with pay at the start of each month until the start of the following school year. Employees may take sick leave time in a minimum increment of a full class period, which shall be deducted as full class periods. Sick time above the minimum full class period must be taken in full class period increments. For example, a teacher could take one period of sick leave time, or two periods of sick leave time, but could not take a period and a half of sick time.
2. In the event that an employee is absent due to illness for less than fifteen (15) days in any one school year, the days not used shall be accumulated for use in subsequent years to a maximum accumulation of one hundred twenty-five (125) days without loss of previous accumulation. Teachers who have completed fifteen (15) years of service to the Frontier District (including time spent in schools which were supplanted by this District) shall be entitled to accumulate a maximum of one hundred sixty (160) days of unused sick leave. If the administration feels that a pattern of abuse of sick leave exists, the subject teacher will be so notified in writing with a copy of such letter to the Association. The continuation of said pattern may result in the requirement of a doctor's certificate or refusal to pay sick leave for all future absences where such a certificate is not supplied. In the event that the Superintendent questions the medical capacity of a teacher to perform satisfactorily, the Superintendent reserves the right to require a medical examination; such examination to be made in the presence of the teacher's physician, if the teacher so desires. The Superintendent reserves the right to take action consistent with the examining physician's findings and advice.

Administration may require medical documentation for consecutive absences of three (3) days or more.
3. In any one school year five (5) of the fifteen (15) days intended for sick leave may be used at the option of the employee concerned for the following personal reasons:
 - (a) Specific religious holidays;
 - (b) Serious illness in the immediate family;
 - (c) Court cases;
 - (d) Other personal or business reasons at the discretion of the Principal.

No optional leave for personal reasons under this provision may be taken immediately preceding and/or immediately following a vacation or holiday, except as granted in the discretion of the Superintendent or his/her designee.

4. After the expiration of sick leave, or used up available days in the Sick Leave Bank, in prolonged illness, full salary minus the salary of the substitute teacher will be paid to the regular full-time teacher throughout the end of the school year. A doctor's certificate verifying the confining illness of such a person shall be required except as provided by state law. Authorization is to be secured by the Superintendent of Schools from the School Committee.
5. In exceptional cases, other days of leave may be granted at the discretion of the School Committee.
6. In computing the amount to be deducted for a day of unexcused absence, the year shall be held to consist of one hundred eighty-two (182) days.
7. The Committee agrees to comply with all of the provisions of General Laws, Chapter 71, Section 55B, relative to tuberculosis control.

B. Sick Leave Bank

The Frontier Teachers Association and the Frontier Regional School Committee agree jointly to create and operate a Sick Leave Bank for all members of the Frontier Regional School Unit A bargaining unit. If a member of the Sick Leave Bank (hereinafter S.L.B.) for just causes uses all of his/her accumulated personal sick days, he or she may apply to the Sick Leave Bank Committee for more days until such time as he/she accumulates more sick days of his/her own or exceeds the limits set forth in the contract below or in the by-laws of the Sick Leave Bank Committee.

1. A Sick Leave Bank Committee shall be created consisting of two (2) teachers and two (2) members of the School Committee or designees thereof. This Committee may fix any by-laws that are appropriate and within the scope of its authority as granted by this Contract.
2. In order for a teacher to receive sick days from the S.L.B., he/she must have already exhausted his/her accumulated sick leave. The S.L.B.C. shall assess the need of each applicant to the Bank and may grant sick leave to those persons suffering from prolonged or recurrent illness.
3. Leave shall be granted only upon a majority vote of the S.L.B. Committee provided the leave does not exceed ninety (90) days in the aggregate during any given school year.

C. Bereavement Leave

1. Five (5) days shall be given to a regular full-time teacher for death in the immediate family. The term "immediate family" shall be considered to include mother, father, sister, brother, husband, wife, son and daughter, comparable "step" relatives or a permanent resident living in the employee's household. Five (5) days at the discretion of the Principal may be given to a regular full-time teacher for the death of others outside the immediate family.
2. Up to three (3) days shall be given to regular full-time teacher to attend the funeral of an in-law, grandparent, grandchild, and comparable "step" relatives, or others at the discretion of the Principal.

D. Miscellaneous

1. Visiting Day

- (a) Full-time teachers may be allowed to spend one (1) day per school year in observing another school system provided that the following conditions are fulfilled:
 - i. adequate substitute replacement can be obtained.
 - ii. the visiting day has been approved in advance by the Superintendent of Schools and the Principal.
- (b) Said visiting day shall not be deducted from paid sick leave.

2. Conference Day

- (a) All days spent at conference approved by the administration shall not be deducted from paid sick leave.

E. Statutory Leaves

The School Committee shall abide by the provisions of the Small Necessities Leave Act (SNLA), the Domestic Violence Leave Act (DVLA), the Family and Medical Leave Act (FMLA), and M.G.L. c. 149, s. 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The School Committee's policies regarding these laws are posted in a conspicuous location in each building. Leaves under the provisions of this Agreement, which are also eligible under the law(s) above, shall run concurrently as both statutory and contractual leave, and the more liberal of the provisions shall apply.

F. Sabbatical Leave

The School Committee may grant sabbatical leave to any teacher recommended by the Superintendent. Teachers eligible for such sabbatical will be only those who propose to the Committee a program of study and/or travel involving enrollment in an accredited college or university, whether such course of study takes place in the United States or abroad.

Sabbatical will be granted only to those teachers whose programs of study will, in the judgment of the Committee, benefit the program of the Frontier Regional School and may be granted under the following conditions and requirements:

1. Eligibility for sabbatical leave will be limited to teachers who have completed five (5) years of service at Frontier prior to applying for such leave.
2. Application must be made to the Committee not later than January 15 of the school year prior to the school year in which the sabbatical leave is planned.
3. Successful applicants will be paid at a rate of two-thirds of the salary payable to them for the duration of the leave based on a school year of 181 days.
4. The applicant's final decision to take a sabbatical leave may be delayed until the awarding of fellowships, grants, or scholarships which may be involved.
5. Not more than two teachers will be granted sabbatical leaves for any school year and the two teachers granted sabbaticals will be selected from separate academic departments.
6. The teachers granted sabbatical leaves shall execute an agreement to return to the Frontier Regional School System for not less than two (2) years of service. Failure to return as agreed will render the teacher legally liable to make restitution to the District of all salaries paid to him/her while on sabbatical leave except in the case of the teacher's death or permanent disability.
7. The teacher returning from sabbatical shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the period of the sabbatical leave. The sabbatical leave shall not affect continuity of service.
8. Insurance coverage and all payroll deductions shall continue as though the teacher were in active service.
9. Teachers shall be required to supply the Committee with such reports or certificates of attendance as it may reasonably request, relative to the teacher's itinerary and activities while on sabbatical leave.

G. Unpaid Long Term Leave of Absence

Upon written request, the Superintendent may grant an unpaid leave of absence for a period of up to one (1) year. Said leave may be extended, upon written request, for a period of one (1) additional year. During such leave, an employee will not continue to accrue any additional salary, seniority, or leave benefits but, upon return, all such previously accrued salary, seniority, or leave benefits shall be restored. The returning employee shall be placed in the position most nearly equivalent to that held before going on leave. An employee may continue to participate in the employee health benefits by paying the full premium costs during this leave of absence.

ARTICLE X
TEACHER FACILITIES

A. The Committee and Association agree that the following facilities are desirable, and the Committee agrees to provide such facilities, subject to physical plant and budgetary restrictions:

1. Space in each classroom in which teachers may safely store instructional materials and supplies, such as desks which may be locked, locked file cabinets, or the like.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room which may include a telephone, to be reserved for the exclusive use of teachers as a faculty lounge. Said room to be in addition to that noted in (2) above.
4. A serviceable desk and chair for the teacher in each classroom.
5. A communications system so that the teachers may communicate with the main office from the classroom.
6. Well-lighted and clean rest rooms for teachers, equipped with a power exhaust fan for each facility.
7. A separate, private dining area reserved for exclusive use of school employee.
8. Adequate parking space will be reserved in the school parking lot for use of teacher parking.

ARTICLE XI
PAYCHECK DEDUCTIONS

- A. The Committee agrees to deduct monies from the salaries of teachers for the following purposes:
1. Dues to the Frontier Teachers Association, National Education Association, and Massachusetts Teachers Association.
 2. Appropriate premium deductions for medical and dental insurance, Unum Disability Insurance, etc., when so authorized.
 3. Amounts authorized by a teacher who is participating in a tax sheltered annuity plan authorized by Federal Law.
 4. Deductions in amounts authorized by the teacher to the Franklin First Federal Credit Union, Trustmark, or other financial institution, within five (5) business days of each payroll check.
 5. Each employee may participate in a District-offered Flexible Spending Account. The District will pay the administration cost for setup and the ongoing maintenance fee, and the employees will pay the individual participant fees.
- B. Such deductions, upon individual authorization, will be paid directly to the directed account by the Treasurer of the School District.
- C. Dues deduction authorization forms and other appropriate forms will be designated and submitted by the Association to the Committee for approval.

ARTICLE XII
INSURANCE PLAN

- A. The District will pay 70% of the premium for the Blue Cross/Blue Shield PPO Plan through Hampshire County Group Insurance Trust and 80% of the premium for a Blue Cross/Blue Shield HMO Plan through Hampshire County Group Insurance Trust for the eligible employees covered by the Agreement, and the employees will pay, through payroll deduction, the remaining premium costs.
1. Individual or family coverage, (includes same sex marriage partners) whichever applies in the particular case, for Health Insurance currently available or a mutually agreeable alternative plan which may become available during the duration of this agreement. Current plans available to teachers include a Blue Cross/Blue Shield PPO Plan and a Blue Cross/Blue Shield HMO Plan through Hampshire County Group Insurance Trust.

2. \$5,000 term life insurance plan of the type presently available or its equivalent to teachers.
- B. The Committee will provide a Long-Term Disability Insurance Plan, which provides monthly benefits for eligible employees after a waiting period of no more than ninety (90) days. The plan will pay up to sixty percent (60%) of the employee's salary, up to a maximum of monthly benefit of five thousand dollars (\$5,000.00). The Committee's contribution will be forty percent (40%) of the individual's premium. A Short-Term Disability Insurance Plan is available at total cost to the employee.
- C. The Committee shall continue to maintain a "Cafeteria Plan" (Internal Revenue Tax Code, Section 125) whereby teachers may elect to pay their share of health insurance benefits by means of "salary reduction" (pre-tax dollars).
- D. As a separate stipend, subject to required deductions, the District shall provide a one thousand dollar (\$1000.00) payment for each full health insurance contract year during which the employee (or both employees in the case of two spouses who are both employees of the District) is not on the District's health plan, but does provide clear evidence that the employee(s) is covered by adequate health insurance for themselves and their minor dependents, if any. Payments will be made after the insurance contract year and will be pro-rated to reflect periods of non-employment and/or periods of coverage under the District's health plan. For the purposes of this provision, the "District's health plan" shall include the health plans available under the four towns that make up the District.
- E. The District shall provide, as part of its health plan, the Guardian "Value PPO" Dental Plan offered through the Hampshire County Trust, to all eligible employees whether or not they are participants in the District's health plan. Premium costs will be split fifty/fifty and the employee will authorize appropriate payroll deductions. An employee who participates in this Dental Plan shall not lose eligibility for the five hundred dollar (\$500.00) payment set forth above, if he/she otherwise qualifies for it.

ARTICLE XIII

LONGEVITY PAYMENT OPTIONS AND RETIREMENT SEVERANCE

A. **Definitions:**

STANDARD SERVICE RETIREMENT: Termination of employment by a teacher at Frontier Regional School District for purposes of retirement under Chapter 32, Section 5 of Massachusetts General Laws.

VOLUNTARY RESIGNATION: Any termination of employment at Frontier Regional School District by a teacher other than for the purpose of retirement.

B. Unused Sick Leave:

Upon retirement, a teacher hired prior to July 1, 2016 will be paid in a lump sum an amount of money based upon payment for two (2) days of unused sick leave for each year of service to the Frontier Regional School District. Such pay will be based upon the teacher's regular salary, exclusive of any extra stipends for coaching, clubs, etc. With the exceptions noted in subsections C and D below, this benefit will apply only to standard service retirements.

Standard service retirements are subject to the following notice requirements. In order for a teacher to receive this benefit in the fiscal year of his/her retirement the administration must receive written notice of intent to retire by January 15, of the school year prior to his/her last employment year. In the event that said written notice is not timely received, said benefit shall be paid on or before July 15, in the calendar year immediately subsequent to the calendar year of retirement.

Upon retirement, a teacher hired after July 1, 2016 will be paid in a lump sum an amount of money based upon payment of thirty dollars (\$30.00) per day for the first one hundred (100) sick days accumulated, and forty dollars (\$40.00) per day for any sick days accumulated above one hundred sick days, up to a maximum of one hundred sixty (160) days.

C. Early Retirement Incentive Plan (ERI – Option A)

As an incentive to teachers considering early retirement, an employee who retires between the ages of 52 - 60 inclusive after completing a minimum of fifteen (15) consecutive years with Frontier Regional School District shall receive a one-time ERI (Early Retirement Incentive) payment, on or before September 1, in the calendar year immediately subsequent to the calendar year of retirement.

Subject to the following conditions:

(a) No more than four (4) teachers or the equivalent therein will be eligible for this benefit in one fiscal year. Eligibility will be determined by receipt of written notification in the Office of the Superintendent of Schools.

(b) The ERI payment will be \$17,000.

(c) Written application to the Superintendent is required by October 1 of the year preceding the year in which the benefit payments shall begin. Employees electing but not immediately placed under the provisions of Paragraph (a) above will be carried forward to the next school year and placed at the top of the list.

(d) In the event that more than four (4) employees elect this option in a specific year, the following process will take place: A request will go to all employees who have elected this option seeking employees willing to delay the start of this option to the next school year. Employees will have five (5) school days to respond to this request. In the

event a sufficient number of employees do not opt to delay the start of this option, then the four (4) eligible teachers shall be determined in accordance with the provisions of Paragraph 1(a) above.

D. Longevity Benefit Plan Options B and C

Employees hired prior to July 1, 2007 will be eligible for one of the following options: ERI (Option A), the three (3) year longevity benefit (Option B), or yearly longevity payments (Option C).

Option A – Current ERI of \$17,000 and current longevity salary steps (20L or 25L) (see above).

Option B – Longevity Benefit Payments at \$4,000/year for three (3) years and current longevity salary steps (20L or 25L).

Option C – Yearly longevity payments to begin after year 14 of service to the Frontier Regional School District. The current longevity salary steps (20L or 25L) do not apply to this option.

15 – 19 years	\$500
20 – 24 years	\$1,000
25 – 29 years	\$2,000
30+ years	\$3,000

Employees hired on or after July 1, 2007 will be eligible for only the three (3) year longevity benefit (Option B) or yearly longevity payments (Option C), but not both.

Employees must decide a longevity plan by November 1 of their 14th year of service.

- E. Teachers who give, during the school year, a minimum of thirty (30) days' notice of their intent to terminate their employment through retirement shall be:
1. Paid all sums of money due them for earned unpaid salary no more than thirty (30) days from date of termination, and;
 2. Eligible for this Article's retirement benefit subject to the provisions of M.G.L. Ch. 32, Sec. 5 and subject to the notice requirements set forth in subsections B and C of this Article.
 3. Failure of a teacher to give a minimum of thirty (30) days' notice of his/her intent to terminate employment shall result in the forfeiture of all benefits other than salary due.
- F. Teachers with at least ten (10) years of service in the Frontier Regional School District who are required to retire solely based on their or their spouse's illness or disability shall

be entitled to this Article's retirement benefit and shall not be subject to the notice requirements of Section B above, however shall remain subject to notice requirements of Section C. Said teachers shall receive all salary and benefits owed within thirty (30) days of their retirement.

ARTICLE XIV **PERSONAL INJURY BENEFITS**

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or assault occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence. The difference in pay between the workmen's compensation award and full pay will be charged off to the teacher's annual or accumulated sick leave.

- B. Teachers will be reimbursed for:

Any clothing (exempting hosiery) damaged in an assault or accident occurring in the course and scope of his/her employment, except where the teacher's clothing is damaged due to his/her failure to wear appropriate protective clothing when usually expected. Example: Acid burns in the laboratory where rubber apron is not worn.

ARTICLE XV **REDUCTION IN FORCE**

It is agreed among the parties that should an employee be reduced in time under this agreement that the employee shall receive proportionate salary and benefits as his/her service bears to full time service. However, a person reduced to part time shall receive full seniority for such reduced service.

- A. The parties agree to be governed by the Laws of Massachusetts relating to Professional Teacher Status and Teacher Certification. The parties agree that the Laws of this Commonwealth shall take precedence over this clause. The School Committee, by this clause, intends to surrender no more of its discretion than is necessary to effectuate the specific language that is set forth below. If any part of this clause is found to be in conflict with a decision of the Courts or statutes of this Commonwealth, then the parties further agree such parts shall be null and void and the rest of this clause shall continue in force.
- B. Whenever a situation arises in which the School Administration determines that it no longer requires the services of a teacher on a full or part-time basis, the Committee will take into consideration the teacher's area of licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with section 38 and the best interests of the students in the school or district; and provided further, that for the purposes of this paragraph, no distinction shall be made between the

overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said section 38 and that are defined by the board as proficient and exemplary.

The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified.

- C. Should a reduction be necessary, the School Committee will notify all teachers as soon as possible after identifying the subject, grade, or specialization in which the reduction is to take place. A teacher who is threatened with reduction should supply the Superintendent of Schools with all teaching certifications they have in areas outside that in which they have been teaching should a teacher have a certificate or be certifiable before the start of the next school year. Such teacher with a certificate outside the area in which they teach will be offered positions which are vacant or available if they have or can get by the beginning of the next school year certification for the vacant position. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status unless the more senior teacher is currently qualified pursuant to M.G.L. Chapter 71, Section 38G for the junior teacher's position.
- D. Nothing in this Agreement shall bar the Association from mailing to teachers who have been "laid-off" under this section notices of vacancies that occur within the unit.
- E. Recall: Employees on professional teacher status who are separated under this clause of the contract (that is, the separation is due to decrease in enrollment, economic cause, or reorganization rather than conduct unbecoming a teacher, or other disciplinary cause), shall be entitled to recall rights for one year from the effective date of termination. Recall shall mean that if a vacancy occurs during the period of recall for which that employee on recall is qualified and certified, they shall first be offered the position and shall be appointed, if they accept.

Employees on recall shall be responsible for providing an update of their addresses to the Office of the Superintendent. Notice of vacancy shall be sent by one certified return receipt requested letter to the last address provided by the employee, and failure to respond to such notice within fifteen (15) days of the date the letter was mailed shall result in

forfeiture of any recall rights. Employees on recall shall notify the Superintendent of any new certifications they obtain during such recall. Employees on recall may maintain their membership in the group health insurance plan provided they pay the total costs of such plan. An employee who declines recall without justification shall be considered terminated without further recall rights or benefits. An employee who refuses recall with justification shall move down one place on the recall list. All rights and benefits that an employee was entitled to when laid off shall be restored, in full, upon recall.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party-in-interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration or School Committee, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this. Agreement and that the Association is notified of the terms of the adjustment.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One:

A teacher with a grievance will first discuss it with his/her Principal (or the acting Principal), either directly or through the Association's School Representative, with the objective of resolving the matter informally. Before informally discussing a grievance with the Principal, a teacher will normally discuss such grievance with his or her department head or supervisor where such discussion is appropriate.

2. Level Two:

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file a grievance in writing with the Superintendent of Schools within seven (7) days after the decision at Level One or fourteen (14) days after the grievance was presented, whichever is sooner.
- (b) The Superintendent will represent the Administration at this level of the grievance procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- (c) If a teacher does not file a grievance in writing with the Superintendent within twenty-one (21) days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four. Within seven (7) days of meeting with the aggrieved person, the Superintendent shall give a written answer to the grievance which the aggrieved person brings forward.

3. Level Three:

Within seven (7) days after a disposition by the Superintendent or within seven (7) days after the day on which the Superintendent should have given an answer, if no answer has been received, the grievant, if dissatisfied with the Superintendent's answer or if no answer has been given, may submit the grievance to the School Committee which will consider the matter at its next regularly scheduled meeting or may, at its discretion, within seven (7) days of receiving the grievance schedule a special session of the whole Committee or a Sub-committee to consider the grievance. Within ten (10) days after the School Committee or Subcommittee hears the grievance, the Committee's designee or the Committee will inform the Association of its disposition of the matter. The purpose of these meetings is to be resolution of the grievance.

4. Level Four:

- (a) If the Association or Grievant is dissatisfied with the disposition of the matter or if no answer is given by the School Committee within ten (10) days, then within seven (7) days of the disposition or the last day on which an answer may be given by the Committee, the Association may file a demand for arbitration with the American Arbitration Association. It is recognized by the parties that after the demand for arbitration is filed, the rules of the American Arbitration Association and their time limits and procedures shall apply. The list of arbitrators shall be provided by said Association and the arbitrator will be chosen from the lists of that Association in accordance with their rules. The parties will make every effort to have the matter heard as soon as is reasonably possible.
- (b) The decision of the arbitrator will be rendered within thirty (30) days of submission of briefs or if there are no briefs, after the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor modify disciplinary action, nor shall he usurp the functions of the Committee or the proper exercise of its judgment and discretion under the Law and this Agreement, nor may he compel an act which is in derogation of such rights. No award shall be effective retroactively beyond the date at which the grievance was first presented under the Grievance Procedure established herein. The decision of the arbitrator will be submitted to the School Committee and to the Association and shall be final and binding upon the parties to this Agreement, and upon the aggrieved person or persons. Both parties to this Agreement realize that the submission of a particular matter to arbitration proceedings represents a step which, in most instances, ought to be avoided. Accordingly, before the arbitration option hereunder is invoked, the parties may mutually schedule such meetings as may be appropriate between representatives of both sides to attempt to resolve the matter on a local level.
- (c) Dismissals and suspensions of teachers either on professional teacher status or non-professional teacher status as provided for under General Laws, Chapter 71, Section 42, as amended, or any other applicable law, shall not be grievable, but the teacher shall have all of the rights and remedies provided for under General Laws, Chapter 71, Section 42, as amended, or any other applicable law, shall now be grievable, but the teacher shall have all the rights and remedies provided for under the aforesaid laws.
- (d) If, at any time after the execution of this Agreement, binding arbitration is found to be illegal or is prohibited by legislative action, all references and provisions herein to such a procedure and the effect and application thereof shall thereafter be deemed null and void, and of no effect. If, at the time of such adjudication or legislative action, there are any grievances which have been

submitted to arbitration and upon which no decision has been reached by the arbitrator under Article III, Section 4 (c), such grievances shall be affected only to the extent that the findings of the arbitrator shall be received and considered by the parties as advisory only. No further arbitration submissions will be required or permitted, and the grievance process will terminate at Level Three, and the decision of the Committee will thereafter be final.

- (e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by the School Committee or any member of the administration against any party-in-interest, any member of the Association, or teacher who has assisted in the preparation of a grievance, by reason of participation in the grievance procedure.
2. Any party-in-interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. 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.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (b).
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE XVII
GENERAL PROVISIONS

- A. The Committee reserves the right to establish the school year calendar. However, the Superintendent or his/her designee will discuss the calendar with the Association president prior to the calendar being officially adopted by the Committee.

Every effort will be made to accommodate reasonable suggestions regarding the calendar.

- B. Consistent with provisions herein relative to Class Size or Work Load, the Principal shall make every effort to equalize class sizes, taking into consideration the type of classes involved, available physical plant, and other matters appropriate to sound educational practice.
- C. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher; provided, however, that said activity does not interfere with the performance of his assigned teaching duties and does not violate any State or Federal Law.
- D. The Committee will, upon request, provide the Association with any documents which will assist the Association to develop intelligent and constructive programs on behalf of teachers and their students. Such material will also be provided, along with any other requested, which will enable the Association to process grievances under this Agreement; provided, however, that any confidential material may not be requested hereunder, and further, that if any duplicating or reproduction costs are involved, the Association will pay or reimburse the Committee for such costs.
- E. A copy of the agenda for School Committee meetings will be placed in the school mailbox of the Association President when it has been made up. In addition, similar treatment will be given for a copy of the minutes of official Committee meetings as provided under General Laws, Chapter 39, Section 23A. Copies of the finalized budget will be furnished to the Association President.
- F. Should any provision of this Agreement, or the application of this Agreement to any member of the professional staff or Committee covered hereunder be found to be contrary to Law, such provisions or application shall have effect only to the extent permitted by Law, or as provided for hereunder (see, for example, arbitration provisions), but all other provisions or applications of this Agreement shall continue in full force and effect. The effect of any legislative action or judicial determination by the Supreme Judicial Court of this Commonwealth modifying, limiting or eliminating any of the provisions of General Laws, Chapter 149, Section 178, shall be deemed to be effective as to this Agreement as soon as is required by Law.
- G. The Committee and Association recognize that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performances, or other

violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the schools. The Association will use its best efforts to correct breaches of professional behavior by any teacher and the Committee agrees that teachers are responsible professional persons and are to be treated accordingly. Utmost respect for the positions and duties and responsibilities of the parties to this Agreement shall be the guidelines for all conduct and dialogue between the parties in order to achieve the common goal of advancing the educational system for its ultimate beneficiaries, the students in attendance at our schools.

- H. The parties acknowledge that during the negotiations that result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by Law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- I. Teachers will normally not be required to drive students to activities away from the school building. The parties recognize that on occasion it may be necessary to transport a sick child, special class students, small student groups (such as debating team, cheerleaders, and the like) or similarly situated cases. On such occasions, and on other trips approved by the Administration, teachers will be paid at the IRS mileage rate per mile actually driven, and arrangements will be made to provide appropriate insurance coverage to teachers involved in this duty. This annual rate will be adjusted as per the allowable approved IRS rate for each subsequent year, said IRS rate being the one in effect on July 1 of each contract year.
- J. The Association will have a formal part in the orientation of new teachers, by way of extending a welcome and discussing matters relevant to membership.
- K. The Committee agrees to provide the Association with names and addresses of new staff members.
- L. The Association shall appoint a faculty member as an advisor for each new staff member to assist such persons in becoming familiar with the School System. Nothing herein shall conflict with any similar plan or program instituted by the Committee.
- M. Teachers shall have the right to teach their classes and make professional decisions within the defined goals of the educational program. In the exercise of these rights, teachers will at all times observe appropriate levels of conduct, having in mind such things as the maturity level of students in their classes, general good taste in the use of language, and

the general requirement that classroom discussion is intended to be focused upon the subject matter being taught.

- N. Teachers desiring to leave the school grounds will contact the Principal or his/her designee and sign out before leaving. In unusual circumstances, the Principal may require personnel to remain on school property.
- O. The Committee and Association agree that any recommendations of the Frontier Regional School Council as represented in the School Improvement Plan that impact upon the terms and conditions set forth in this contract are subject to impact bargaining.
- P. Stipend for the Lead Mentor shall be \$1,000, and those for mentors are \$500 with \$250 for each additional mentee.
- Q. The parties recognize that a productive environment for learning begins with the students present and ready at the beginning of each class. Whenever critical class preparation does not preclude the practice, teachers agree the expectation is to be present in the hallways for the purpose of greeting students and monitoring student behavior during the change of classes and before school.
- R. The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, pregnancy, pregnancy related conditions, religion, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XVIII **FAIR SHARE/AGENCY FEE**

The Fair Share/Agency Fee has been determined to be illegal by the Supreme Court. Therefore, this Article is no longer effective and shall not be enforced. However, the parties agree that if the caselaw changes in regard to Fair Share/Agency Fees, the parties will meet to negotiate language that complies with the changes. All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to Massachusetts General Laws, Chapter 150E, Section 12. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against any employee as a result of this agency service fee agreement, including but not limited to, any legal expenses incurred.

In the event of conscientious or other objection to payment of the Agency Fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund set up by the Association for graduates from Frontier Regional School.

ARTICLE XIX

DURATION

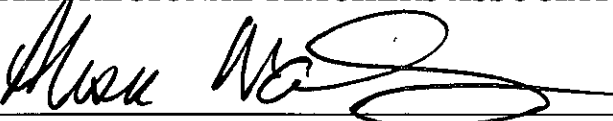
This Agreement will become effective July 1, 2019 will continue in full force and effect until June 30, 2022 except that the parties agree that on or before November 1, 2021 they will begin negotiations in an effort to reach an agreement on a contract effective July 1, 2022, and said contract shall remain in full force and effect until a successor agreement is reached. If agreement is not reached on said issues, either party may invoke such impasse resolving procedures as may be unilateral requested, or seek resolution by such means as may be jointly requested, as now or may be hereafter authorized by law.

WITNESS WHEREOF, the parties hereto, acting through duly authorized agents or representatives, have hereunto set their respective hands and seals this 14th day of June, 2019.

FRONTIER REGIONAL DISTRICT SCHOOL COMMITTEE

BY: 
Robert Halla, Chairperson

FRONTIER REGIONAL TEACHERS ASSOCIATION

BY: 
Alison Walters, President

APPENDIX A
Frontier Regional Teachers Association
Salary Schedule 2019 – 2020

Step	Bachelors	Masters	M+30	CAGS/Doc
0	\$43,576	\$45,676	\$48,250	\$50,663
1	\$45,823	\$47,662	\$50,076	\$52,579
2	\$47,724	\$49,698	\$51,965	\$54,563
3	\$48,899	\$51,805	\$53,921	\$56,616
4	\$50,611	\$53,462	\$55,899	\$58,695
5	\$51,936	\$55,216	\$57,999	\$60,899
6	\$54,172	\$56,977	\$59,914	\$62,908
7	\$55,601	\$58,786	\$61,844	\$64,935
8	\$57,073	\$60,268	\$64,636	\$67,867
9	\$59,913	\$63,693	\$67,509	\$70,884
10	\$63,054	\$67,382	\$70,471	\$73,996
11	\$64,100	\$69,867	\$73,724	\$77,410
12	\$66,591	\$72,448	\$76,367	\$80,185
13	\$67,589	\$73,534	\$77,512	\$81,387
*20L	\$68,589	\$74,534	\$78,512	\$82,387
**25L	\$69,589	\$75,534	\$79,512	\$82,397

Frontier Regional Teachers Association
Salary Schedule 2020 - 2021

Step	Bachelors	Masters	M+30	CAGS/Doc
0	\$44,448	\$46,590	\$49,215	\$51,676
1	\$46,739	\$48,615	\$51,077	\$53,630
2	\$48,678	\$50,692	\$53,004	\$55,654
3	\$49,877	\$52,841	\$54,999	\$57,748
4	\$51,623	\$54,532	\$57,017	\$59,869
5	\$52,975	\$56,320	\$59,159	\$62,117
6	\$55,256	\$58,117	\$61,112	\$64,166
7	\$56,713	\$59,962	\$63,081	\$66,234
8	\$58,215	\$61,473	\$65,929	\$69,224
9	\$61,111	\$64,966	\$68,859	\$72,302
10	\$64,315	\$68,730	\$71,880	\$75,476
11	\$65,382	\$71,264	\$75,198	\$78,958
12	\$67,923	\$73,897	\$77,894	\$81,789
13	\$68,941	\$75,005	\$79,062	\$83,015
*20L	\$69,941	\$76,005	\$80,062	\$84,015
**25L	\$70,941	\$77,005	\$81,062	\$85,015

**Frontier Regional Teachers Association
Salary Schedule 2021 - 2022**

Step	Bachelors	Masters	M+30	CAGS/Doc
0	\$45,337	\$47,522	\$50,199	\$52,710
1	\$47,674	\$49,587	\$52,099	\$54,703
2	\$49,652	\$51,706	\$54,064	\$56,767
3	\$50,875	\$53,898	\$56,099	\$58,903
4	\$52,655	\$55,623	\$58,158	\$61,066
5	\$54,035	\$57,446	\$60,342	\$63,359
6	\$56,361	\$59,279	\$62,334	\$65,449
7	\$57,847	\$61,161	\$64,343	\$67,559
8	\$59,379	\$62,702	\$67,248	\$70,608
9	\$62,333	\$66,265	\$70,236	\$73,748
10	\$65,601	\$70,105	\$73,318	\$76,986
11	\$66,690	\$72,689	\$76,702	\$80,537
12	\$69,281	\$75,375	\$79,452	\$83,425
13	\$70,320	\$76,505	\$80,643	\$84,675
*20L	\$71,320	\$77,505	\$81,643	\$85,675
**25L	\$72,320	\$78,505	\$82,643	\$86,675

***Placement on Step 20L occurs when an individual has completed 19 years of service as a Frontier Regional School faculty member.**

****Placement on Step 25L occurs when an individual has completed 24 years of service as a Frontier Regional School faculty member.**

APPENDIX B
ADDITIONAL FOR DEPARTMENT HEADS AND TEAM LEADERS

1. The Department Head and Team Leader shall be considered a teacher in determining the number of teachers in a department or team. The Department Head or Team Leader stipend shall be five percent (5%) of the salary provided for an employee hired at Step 1 of the Bachelor's column on the salary schedule. In addition, the Department Head and Team Leader shall be paid one hundred dollars (\$100.00) for each teacher in the respective department or team. Policies as to Department Heads and Team Leaders will include:
2. Whenever possible, Department Heads and Team Leaders will be relieved of classroom instructional obligations and will not be assigned more than four classes or two blocks to engage in departmental work.
3. Department Head positions will be appointed annually, giving due weight to the recommendations of department members. A Department Head who has served in that position at Frontier Regional School for three consecutive years shall not be dismissed or demoted except for good cause.
4. Whenever a vacancy occurs in a Department Head position, the Principal will make every effort to select a replacement promptly.
5. Job descriptions will be provided to every Department Head and Team Leader.

APPENDIX B-1
8th GRADE WASHINGTON, DC TRIP STIPEND

Chaperones on the 8th grade Washington, DC trip will receive one hundred dollars (\$100.00) per day.

APPENDIX B-2
NEASC STIPEND

The NEASC Chair(s) will receive an aggregate sum of one thousand dollars (\$1,000.00) per year. The seven (7) NEASC Committee Chairs will receive two hundred and fifty dollars (\$250.00) per year for a period not to exceed three (3) years, said period to occur coincidental with the accreditation review.

APPENDIX B-3
NATIONAL BOARD CERTIFICATION

There will be a two thousand five hundred dollars (\$2,500) base increase for National Board Certification.

APPENDIX C
EXTRA-CURRICULAR ACTIVITIES

- A. It is agreed that extra-curricular activities are a significant part of the total educational program. They provide students with opportunities to develop, in some depth, existing talents and interests and to develop new ones. With this thought in mind, the Frontier Regional School Committee and the Frontier Regional Teachers Association will make every effort to provide leadership for all extra-curricular activities from the existing staff.
1. If an extra-curricular position cannot be filled by the regular posting, the Principal will meet with the elected officers of the Frontier Regional Teachers Association and advise them that the vacancy cannot be filled through normal posting.
 2. The Principal will review the listing and interview and appoint said candidates subject to the approval of the Superintendent.
 3. All appointees will be compensated in accordance with the Frontier Regional School Teacher's Agreement.
 4. Appointees not completing a full term of appointment shall have the compensation pro-rated to reflect time actually served in the position.
 5. This provision is part of the contract and shall have duration the same as this agreement.
- B. The stipends of extra-curricular positions shall be determined with consideration to prior experience in the position in question or an equivalent position at the junior or senior high school level, or the junior college level.

Coaches' experience shall be determined as follows:

Each year of coaching in a given sport shall be credited in determining on which stipend step a coach will be placed. However, coaches who advance from the sub-varsity to the varsity level shall receive one (1) year of varsity level credit for each two (2) completed years of sub-varsity experience. A coach who moves from the varsity to the sub-varsity level shall receive one (1) year of credit for each completed year of varsity experience. The Principal, subject to the Superintendent's approval, may assign either sub-varsity or varsity equivalency to coaching experience attained outside of the junior or senior high school level, or the junior college or college level.

- C. After the coaches' level of experience has been established, athletic stipend steps shall be determined as follows:

1st to 5th year	Step 1
6th to 10th year	Step 2
11th to 15th year	Step 3
16th to 20th year	Step 4
21st year plus	Step 5

Each and every year served by a teacher as a class advisor without regard to which grade, shall be counted in determining which step a teacher who is performing the duties of a class advisor is qualified for above.

- D. The position of Athletic Director will not be assigned more than two (2) long block classes in a PACE period per day to allow for adequate time to fulfill the responsibilities of the position as set forth in the job description.
- E. The Committee expressly reserves to itself the right to determine what, if any, extra-curricular positions will be filled and agrees that should they fill any position listed hereafter that the compensation therefore shall be as listed.

Extra-Curricular Activities/Athletic Pay Schedule

2019 – 2020	Step increases for those eligible for steps plus a 1% increase for those on Schedule E.
2020 – 2021	Step increases for those eligible for steps plus a 2% increase for those on Schedule E.
2021 – 2022	Step increases for those eligible for steps plus a 2% increase for those on Schedule E.

Extra-Curricular Pay Salary Schedule 2019-2020

	1	2	3	4
Band Director	4026	4428	4627	4833
Choral Director/Musical	2419	2657	2778	2897
Fall Play Director	2419	2657	2778	2897
Musical Director	2419	2657	2778	2897
Musical Choreographer	1207	1330	1389	1452
Spring Play Director	1207	1330	1389	1452
School Newspaper	1612	1775	1851	1935
Literary Magazine	1009	1109	1159	1207
Yearbook Advisor	2419	2657	2778	2897
As Schools Match Wits	1207	1330	1389	1452
National Honor Society	1207	1330	1389	1452
Model Congress	605	666	697	725
Student Council/Advisory	2123	2335	2428	2525
8 th Grade DC Trip Coordinator	1207	1330	1389	1452
Community Service Club	808	885	926	968
French Club	808	885	926	968
Spanish Club	808	885	926	968
Latin Club	808	885	926	968
Gaming Guild	1207	1330	1389	1452
Art Club	808	885	926	968
Poetry Slam Club	808	885	926	968
Science Club	1207	1330	1389	1452
Video Production Club	753	826	865	905
Ski Club	1009	1109	1159	1207
Weight Lifting Club	808	885	926	968
Diversity Club (KIND)	808	885	926	968
Dutch Exchange Coordinator	1812	1994	2087	2174
Best Buddies	808	885	926	968
Class Advisor - Gr 12	1812	1994	2087	2174
Class Advisor - Gr 11	1409	1552	1623	1693
Class Advisor - Gr 10	1009	1109	1159	1207
Class Advisor - Gr 9	1009	1109	1159	1207
Class Advisor - Gr 8	404	444	466	483
Class Advisor – Gr 7	404	444	466	483
Biking Club	605	666	697	725
Math Modeling	605	666	697	725
Photography	808	885	926	968
Robotics	808	885	926	968
Coffee House Advisor	1207	1330	1389	1452
AP Teachers	1612	1775	1851	1935
Model UN	1612	1775	1851	1935
Frisbee Club	1207	1330	1389	1452
New Club	808	885	926	968

Extra-Curricular Pay Salary Schedule 2020-2021

	1	2	3	4
Band Director	4107	4517	4720	4930
Choral Director/Musical	2467	2710	2834	2955
Fall Play Director	2467	2710	2834	2955
Musical Director	2467	2710	2834	2955
Musical Choreographer	1231	1357	1417	1481
Spring Play Director	1231	1357	1417	1481
School Newspaper	1644	1811	1888	1974
Literary Magazine	1029	1131	1182	1231
Yearbook Advisor	2467	2710	2834	2955
As Schools Match Wits	1231	1357	1417	1481
National Honor Society	1231	1357	1417	1481
Model Congress	617	679	711	740
Student Council/Advisory	2165	2382	2477	2576
8 th Grade DC Trip Coordinator	1231	1357	1417	1481
Community Service Club	824	903	945	987
French Club	824	903	945	987
Spanish Club	824	903	945	987
Latin Club	824	903	945	987
Gaming Guild	1231	1357	1417	1481
Art Club	824	903	945	987
Poetry Slam Club	824	903	945	987
Science Club	1231	1357	1417	1481
Video Production Club	768	843	882	923
Ski Club	1029	1131	1182	1231
Weight Lifting Club	824	903	945	987
Diversity Club (KIND)	824	903	945	987
Dutch Exchange Coordinator	1848	2034	2129	2217
Best Buddies	824	903	945	987
Class Advisor - Gr 12	1848	2034	2129	2217
Class Advisor - Gr 11	1437	1583	1655	1727
Class Advisor - Gr 10	1029	1131	1182	1231
Class Advisor - Gr 9	1029	1131	1182	1231
Class Advisor - Gr 8	412	453	475	493
Class Advisor – Gr 7	412	453	475	493
Biking Club	617	679	711	740
Math Modeling	617	679	711	740
Photography	824	903	945	987
Robotics	824	903	945	987
Coffee House Advisor	1231	1357	1417	1481
AP Teachers	1644	1811	1888	1974
Model UN	1644	1811	1888	1974
Frisbee Club	1231	1357	1417	1481
New Club	824	903	945	987

Extra-Curricular Pay Salary Schedule 2021-2022

	1	2	3	4
Band Director	4189	4607	4814	5029
Choral Director/Musical	2516	2764	2891	3014
Fall Play Director	2516	2764	2891	3014
Musical Director	2516	2764	2891	3014
Musical Choreographer	1256	1384	1445	1511
Spring Play Director	1256	1384	1445	1511
School Newspaper	1677	1847	1926	2013
Literary Magazine	1050	1154	1206	1256
Yearbook Advisor	2516	2764	2891	3014
As Schools Match Wits	1256	1384	1445	1511
National Honor Society	1256	1384	1445	1511
Model Congress	629	693	725	755
Student Council/Advisory	2208	2430	2527	2628
8 th Grade DC Trip Coordinator	1256	1384	1445	1511
Community Service Club	840	921	964	1007
French Club	840	921	964	1007
Spanish Club	840	921	964	1007
Latin Club	840	921	964	1007
Gaming Guild	1256	1384	1445	1511
Art Club	840	921	964	1007
Poetry Slam Club	840	921	964	1007
Science Club	1256	1384	1445	1511
Video Production Club	783	860	900	941
Ski Club	1050	1154	1206	1256
Weight Lifting Club	840	921	964	1007
Diversity Club (KIND)	840	921	964	1007
Dutch Exchange Coordinator	1885	2075	2172	2261
Best Buddies	840	921	964	1007
Class Advisor - Gr 12	1885	2075	2172	2261
Class Advisor - Gr 11	1466	1615	1688	1762
Class Advisor - Gr 10	1050	1154	1206	1256
Class Advisor - Gr 9	1050	1154	1206	1256
Class Advisor - Gr 8	420	462	485	503
Class Advisor – Gr 7	420	462	485	503
Biking Club	629	693	725	755
Math Modeling	629	693	725	755
Photography	840	921	964	1007
Robotics	840	921	964	1007
Coffee House Advisor	1256	1384	1445	1511
AP Teachers	1677	1847	1926	2012
Model UN	1677	1847	1926	2012
Frisbee Club	1256	1384	1445	1511
New Club	840	921	964	1007

Athletics 2019-2020

	1	2	3	4	5
Athletic Director	8539	9632	10798	11958	13050
Fall					
Football. Varsity	4025	4670	5352	6038	6681
Football. Assistant	3021	3504	4017	4527	5012
Football, MS	2013	2334	2681	3021	3343
Field Hockey. Varsity	3221	3736	4281	4833	5344
Field Hockey. Assistant	2416	2804	3214	3621	4011
Field Hockey. MS	1610	1867	2142	2419	2675
Soccer, Varsity	3221	3736	4281	4833	5344
Soccer, Assistant	2416	2804	3214	3621	4011
Soccer, MS	1610	1867	2142	2419	2675
Cross Country	2416	2804	3214	3621	4011
Cross Country. Assistant	1206	1403	1609	1813	2005
Volleyball	3221	3736	4281	4833	5344
Volleyball. Assistant	2416	2804	3214	3621	4011
Volleyball, MS	1610	1867	2142	2419	2675
Winter					
Basketball, Varsity	4025	4670	5352	6038	6681
Basketball, Assistant	3021	3504	4017	4527	5012
Basketball, MS	2013	2334	2681	3021	3343
Wrestling	3619	4202	4817	5432	6011
Wrestling, Assistant	2416	2804	3214	3621	4011
Skiing, Varsity	2416	2804	3214	3621	4011
Skiing, Assistant	1206	1403	1609	1813	2005
Spring					
Baseball, Varsity	3221	3736	4281	4833	5344
Baseball, Assistant	2416	2804	3214	3621	4011
Baseball, MS	1610	1867	2142	2419	2675
Softball, Varsity	3221	3736	4281	4833	5344
Softball, Assistant	2416	2804	3214	3621	4011
Softball, MS	1610	1867	2142	2419	2675
Track, Varsity	3221	3736	4281	4833	5344
Track, Assistant	2013	2334	2681	3021	3343
Tennis	2416	2804	3214	3621	4011
Golf	2416	2804	3214	3621	4011
Cheerleading	3619	4202	4817	5432	6011

Athletics 2020-2021

	1	2	3	4	5
Athletic Director	8710	9825	11014	12197	13311
Fall					
Football. Varsity	4106	4763	5459	6159	6815
Football. Assistant	3081	3574	4097	4618	5112
Football, MS	2053	2381	2735	3081	3410
Field Hockey. Varsity	3285	3811	4367	4930	5451
Field Hockey. Assistant	2464	2860	3278	3693	4091
Field Hockey. MS	1642	1904	2185	2467	2729
Soccer, Varsity	3285	3811	4367	4930	5451
Soccer, Assistant	2464	2860	3278	3693	4091
Soccer, MS	1642	1904	2185	2467	2729
Cross Country	2464	2860	3278	3693	4091
Cross Country. Assistant	1230	1431	1641	1849	2045
Volleyball	3285	3811	4367	4930	5451
Volleyball. Assistant	2464	2860	3278	3693	4091
Volleyball, MS	1642	1904	2185	2467	2729
Winter					
Basketball, Varsity	4106	4763	5459	6159	6815
Basketball, Assistant	3081	3574	4097	4618	5112
Basketball, MS	2053	2381	2735	3081	3410
Wrestling	3691	4286	4913	5541	6131
Wrestling, Assistant	2464	2860	3278	3693	4091
Skiing, Varsity	2464	2860	3278	3693	4091
Skiing, Assistant	1230	1431	1641	1849	2045
Spring					
Baseball, Varsity	3285	3811	4367	4930	5451
Baseball, Assistant	2464	2860	3278	3693	4091
Baseball, MS	1642	1904	2185	2467	2729
Softball, Varsity	3285	3811	4367	4930	5451
Softball, Assistant	2464	2860	3278	3693	4091
Softball, MS	1642	1904	2185	2467	2729
Track, Varsity	3285	3811	4367	4930	5451
Track, Assistant	2053	2381	2735	3081	3410
Tennis	2464	2860	3278	3693	4091
Golf	2464	2860	3278	3693	4091
Cheerleading	3691	4286	4913	5541	6131

Athletics 2021-2022

	1	2	3	4	5
Athletic Director	8884	10022	11234	12441	13577
Fall					
Football. Varsity	4188	4858	5568	6282	6951
Football. Assistant	3143	3645	4179	4710	5214
Football, MS	2094	2429	2790	3143	3478
Field Hockey. Varsity	3351	3887	4454	5029	560
Field Hockey. Assistant	2513	2917	3344	3767	4173
Field Hockey. MS	1675	1942	2229	2516	2784
Soccer, Varsity	3351	3887	4454	5029	560
Soccer, Assistant	2513	2917	3344	3767	4173
Soccer, MS	1675	1942	2229	2516	2784
Cross Country	2513	2917	3344	3767	4173
Cross Country. Assistant	1255	1460	1674	1886	2086
Volleyball	3351	3887	4454	5029	560
Volleyball. Assistant	2513	2917	3344	3767	4173
Volleyball, MS	1675	1942	2229	2516	2784
Winter					
Basketball, Varsity	4188	4858	5568	6282	6951
Basketball, Assistant	3143	3645	4179	4710	5214
Basketball, MS	2094	2429	2790	3143	3478
Wrestling	3765	4372	5011	5652	6254
Wrestling, Assistant	2513	2917	3344	3767	4173
Skiing, Varsity	2513	2917	3344	3767	4173
Skiing, Assistant	1255	1460	1674	1886	2086
Spring					
Baseball, Varsity	3351	3887	4454	5029	560
Baseball, Assistant	2513	2917	3344	3767	4173
Baseball, MS	1675	1942	2229	2516	2784
Softball, Varsity	3351	3887	4454	5029	560
Softball, Assistant	2513	2917	3344	3767	4173
Softball, MS	1675	1942	2229	2516	2784
Track, Varsity	3351	3887	4454	5029	560
Track, Assistant	2094	2429	2790	3143	3478
Tennis	2513	2917	3344	3767	4173
Golf	2513	2917	3344	3767	4173
Cheerleading	3765	4372	5011	5652	6254

APPENDIX D

Re: SPED Teachers License Requirements Employee Quarantine Payment

This letter will confirm the 2007 — 2010 Frontier Teachers' contract agreement understanding for the two (2) above-referenced items.

The Parties have agreed to meet if and when SPED teachers are required by federal law or state statute, including Department of Education regulations, to maintain more than one (1) professional teaching license/certification as a condition of employment. Additionally, the contract Parties have agreed to defer any discussion regarding payment for teachers being quarantined as a result of an infectious disease. The specific discussion of the quarantine matter is whether the teacher should be placed on paid administrative leave by the School System or be charged with individual paid sick leave.

APPENDIX E

Frontier Regional School: Educator Evaluations

Sections:

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

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**

- 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 but not less than 10 minutes; 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 locally determined 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 for a realistic time period sufficient to achieve the goals outlines in the Improvement Plan, but at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include 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 expected by July 2012.

- S) **Observer(s):** Team Leaders and Department Heads will be available to perform observations only. Any person performing an observation shall be certified or licensed.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with the knowledge and consent of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- i) *Except only for use as an Unannounced Observation, all such recordings are the sole property of the Educator and the Evaluator may not share with anyone else without the written permission of the Educator.*
- U) **Parties:** The Association and the Committee are parties to this agreement.
- V) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- W) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Trends in student learning:** At least three years of data from the locally determined 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 as determined by the parties 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 but not less than 15 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

- iii) Examination of Educator work products.
- iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by the DESE.

5) **Evaluation Cycle: Training**

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

The superintendent will work with the Association and the joint labor-management committee (see Section 26, E) to determine the most effective means of providing this training.

C) 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.

6) **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 Evaluator may be the Principal, Director of Special Education, Assistant Principal, Coordinator, or Superintendent. Department Chairs and Team Leaders will assist in the evaluation process (i.e. classroom observations). The Principal has the ultimate responsibility for evaluations.
- iii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals.

- 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 20th) 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.

7) 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. The Evaluator retains the final authority over the goals to be included in the Educator's plan.
- 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.

8) **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 two announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least one announced and three unannounced observations during the school year.

9) **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 each year.
- 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 announced and four 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 two announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than two announced and two unannounced observations.

10) **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 but not less than 10 minutes. Mini observations or any other means deemed useful by the Evaluator, principal, superintendent or other administrator or any other means deemed useful by the Evaluator, principal, superintendent or other administrator may be used.
- 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, or placed in the Educator's mailbox.
- 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 announced observation of at least 30 minutes in duration within 30 school days.

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student

population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

11) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator shall have the right to respond in writing within 5 school days to the formative evaluation which shall become part of the final Formative Evaluation 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.

12) 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 shall have the right to respond in writing within 5 school days to the formative evaluation which shall become part of the Formative Evaluation 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.

13) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 1 for teachers with ratings of needs improvement or unsatisfactory and May 20 for all others.
- 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 by April 1 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 May 1 for teachers with ratings of needs improvement or unsatisfactory and May 20 for all others.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 5th.
- 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 1st.
- 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 10th. 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.

14) **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.

15) **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.

16) **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.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18) **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 for a time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include 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 five 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) Upon the educator's request a representative of the Association shall attend the meeting.
 - iii) The 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. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 20</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 1</i>
Evaluator completes Summative Evaluation Report: -for teachers with ratings of needs improvement or unsatisfactory -for teachers with ratings of proficient or exemplary	May 1 May 20
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 5
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 1
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 10

Educators with PTS on Two Year Plans

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

A) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new

procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively “put into a hat.” The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

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

APPENDIX F

IMPACT ON STUDENT LEARNING

- A. Basis of the Student Impact Rating
- B. Identifying and Selecting District-Determined Measures
- C. Determining Educator Impact for Each DDM
- D. Determining a Student Impact Rating
- E. Intersection between the Summative Performance Rating and the Student Impact Rating
- F. Initial Reporting of Student Impact Ratings

Educator Impact on Student Learning

- A) Basis of the Impact on Student Learning
 - i. The following student performance measures shall be used in combination with professional judgment to determine an educator's impact on student learning, growth, and achievement.
 - (a) Statewide growth measure(s),
 - (1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's Impact on Student Learning.
 - (2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS and gain scores for ELLs.
 - (b) District-Determined Measures (DDMs) of student learning, growth, or achievement
- B) Identifying and Selecting District-Determined Measures
 - i. A DDMs Working Group representing teachers and administrators shall be established to identify and select DDMs.
 - (a) The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
 - (b) The parties shall endeavor to provide, to the extent practicable, representation of educators from a variety of

grade levels and disciplines.

- (c) The Working Group shall be composed of an equal number of members chosen by the president (or designee) from the bargaining unit and by the superintendent (or designee). The composition shall be representative of the teaching population.
- ii) DDMs Working Group tasks shall include:
- (a) Surveying educators and administrators in the district to create and maintain a list of assessments used in the district. The Working Group shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the Working Group shall invite teams of educators to identify or develop new measures that may be adopted or adapted as DDMs.
 - (b) Recruiting and identifying district educators, including teachers of students with disabilities and English language learners, as well as educator teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Working Group. The Working Group shall receive Professional Development Points commensurate with the amount of time spent working on DDMs.
 - (1st) Recruitment materials for classroom and caseload educators should indicate a preference for educators rated *proficient* or *exemplary* on Standards I and II during the most recent evaluation cycle.
 - (2nd) Recruitment materials for school and district administrators should indicate a preference for administrators rated *proficient* or *exemplary* on Standard I during the most recent evaluation cycle.
 - (c) Identifying at least two or three measures of student learning, growth, or achievement for each educator based on recommendations from educators with expertise in the content area as described in Section 22.B.ii.b.
 - (d) Collecting feedback from educators and evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
 - (1st) Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the Working Group may convene a team of educators with expertise in the content area to make recommendations to

the Working Group.

- (e) Participating in the continuous improvement of the district's DDMs. The Working Group shall meet twice a year, at mid- year and the end of year to ensure regular and thorough review and, when appropriate, modification of DDM's.
- iii) DDM Selection Criteria
 - (a) DDMs may consist of *direct* or *indirect* measures.
 - (1st) A *direct* measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
 - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator's Impact on Student Learning Rating must be a *direct* measure.
 - (ii) *Direct* measures shall be criterion referenced such as but not limited to: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
 - (2nd) *Indirect* measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
 - (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
 - (b) DDMs must be comparable across grade or subject level district-wide.
 - (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth.
 - (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

iv) Process for Selecting DDMs

- (a) The DDMs Working Group shall provide a written recommendation to the school committee and local association by May 2015 which identifies at least two or three DDMs for each educator (DDM list). Any DDMs on the list not piloted in 2014-2015 shall be piloted in 2015-2016 and, unless modified, shall be used in 2016-2017 and 2017- 2018 in combination with professional judgment to determine each educator's Impact on Student Learning Rating.
- (b) The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.
- (c) Educators must be informed of the DDMs that will be used to determine their Impact on Student Learning Rating no later than the first day of school.
- (d) The Professional Development Committee and Department Representatives, in conjunction with the District's Curriculum Coordinator, shall develop a schedule for the DDM process that results in meaningful information combined with professional judgment to determine the Impact on Student Learning Rating. The areas covered in the training should include: overview and selection process, implementation plan, administration and scoring, Impact on Student Learning rating, student roster attribution.

C. Determining Educator Impact for Each DDM

- i. The evaluator will meet with the educator annually to conduct a collaborative conversation about the educator's student outcomes on the DDMs administered in the previous year. For each DDM, the evaluator and the educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the educator's students achieved *high, moderate, or low* growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the educator, the evaluator may recommend that the educator continue using current instructional approaches, materials, and/or pacing, or suggest modifications or changes to them.

- ii. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
 - (a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - (b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - (c) DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.

D. Determining an Impact on Student Learning Rating

- i. The evaluator shall use his/her professional judgment to determine whether an educator is having a *high*, *moderate*, or *low* impact on student learning. The evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section C. i above (*high*, *moderate*, or *low*) from at least two or three measures (a statewide growth measure must be used as one measure, where available) relative to at least three years of data and will apply professional judgment to those determinations in order to designate the educator's Impact on Student Learning Rating. The evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.
 - (a) A rating of *high* indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
 - (b) A rating of *moderate* indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.
 - (c) A rating of *low* indicates that the educator's students demonstrated significantly lower than one year's growth relative to academic peers in the grade or subject.
- ii. The evaluator shall meet with the educator rated *low* to discuss the Impact on Student Learning Rating. The evaluator shall meet with the educator rated *moderate* or *high* to discuss the Impact on Student Learning Rating, if

either the educator or the evaluator requests such a meeting.

E. Intersection between the Summative Performance Rating and the Impact on Student Learning

- i. An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's Impact on Student Learning Rating, which is a rating of impact on student learning, growth, and achievement.
 - (a) 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)
 - (b) Results from DDMs and the Impact on Student Learning Rating are used to inform the educator's Self-Assessment, to develop the professional practice goal or the student learning goal and the resulting Educator Plan.
 - (c) DDM results shall not be used, in whole or in part, in an educator's Summative Evaluation to lower the performance rating on any of the four professional standards or on the overall performance rating.
 - (d) Neither the educator's professional practice goal nor the student learning goal shall be expressed in numerical terms or in terms of any test score or growth score.
- ii. Educators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose Impact on Student Learning Rating is *moderate* or *high* shall be placed on a two-year self-directed growth plan.
- iii. Educators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose Impact on Student Learning Rating is *low* shall be placed on a one-year self-directed growth plan
 - (a) In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator and the

supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to such review provided, however, that nothing herein shall preclude the educator from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.

- (b) The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and Impact on Student Learning to seek to determine the cause of the discrepancy.
- (c) The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.

- iv. Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.