



**AGREEMENT BETWEEN  
THE  
TEWKSBURY SCHOOL COMMITTEE  
AND  
TEWKSBURY TEACHERS ASSOCIATION  
SEPTEMBER 1, 2021 — AUGUST 31, 2024**

Effective September 1, 2021

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## **PREAMBLE**

**AGREEMENT** made this March 16, 2022 effective as of September 1, 2021 by the Tewksbury School Committee (hereinafter referred to as the "Committee") and the Tewksbury Teachers Association (hereinafter referred to as the "Association"), that

**WHEREAS**, the prime purpose of said Committee is to provide education of the highest possible quality for the children of Tewksbury and that the morale within the teaching staff of Tewksbury is essential to the achievement of that purpose, and that

**WHEREAS**, the said Committee duly elected by the registered voters of Tewksbury has the final responsibility for establishing the educational policies for the public schools of Tewksbury, and

**WHEREAS**, the Superintendent of Schools of Tewksbury (hereinafter referred to as the "Superintendent") has the responsibility for carrying out the policies so established, and

**WHEREAS**, the teaching staff of the public schools of Tewksbury has the responsibility for providing in the classrooms of the schools education of the highest possible quality consistent with the policy of said Committee, and

**WHEREAS**, fulfillment of these respective responsibilities mentioned above can be facilitated and supported by consultations and free exchange of views and information between the Committee, Superintendent, and teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff,

**NOW, THEREFORE**, in witness thereof, the Committee and the Association, in order to give effect to these declarations and in consideration of their mutual promises, hereby agree as follows:

## **ARTICLE I RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, 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 professional employees excluding the positions of: Superintendent of Schools, Assistant Superintendent for Curriculum and Instruction, Business Manager, all Principals and Assistant Principals, Director of Student Services, Out of District Coordinator, Medical/Therapeutic Staff, Human Resources Administrator, Data Employees and nurses.

## **ARTICLE II CONTRACTUAL AGREEMENT**

Subject to the provisions of this Agreement, the wages, hours and other conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable.

This Agreement is a complete agreement between the parties covering all mandatory subjects in bargaining. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to negotiate further in the modifications or additions to this Agreement which are to be effective during the term hereof.

The parties agree that their relations shall be governed by the terms of this Agreement. To the extent any other practices or policies are in direct conflict with this Agreement, this Agreement shall prevail.

No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by their respective duly authorized representatives.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Educational Reform Act of 1993, and any subsequent amendment thereto.

### **ARTICLE III COMMITTEE RIGHTS**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Tewksbury the Committee has the final responsibility for establishing educational policies and allocating resources for the Tewksbury School System.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee and/or the Superintendent by the Statutes of the Commonwealth or the rules and the regulations of any pertinent agency of the Commonwealth.

As to every matter not covered by this Agreement, and except as expressly modified by this Agreement, the Committee and/or the Superintendent retains exclusively to themselves all rights and powers that they have by law, or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of arbitration.

### **ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section 1. During those times when custodians are regularly on duty, the Association may use school buildings without cost for their meetings, except to the extent that a particular facility within the building is being used for other school functions. The principal of the building will be notified one (1) day in advance of the time and place of all such meetings. In cases of unforeseen circumstances, the time limit may be waived. The Association will make application for such use on forms provided by the Superintendent's office.

Section 2. There will be one (1) bulletin board in each school building, placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association and Committee

material. Copies of official Association notices, etc., will be given to the building principal prior to or at the time of posting.

Section 3. The Committee hereby accepts the provisions of Section 17c of Chapter 180 of the General Laws of Massachusetts, and in accordance therewith shall certify to the Treasurer of Tewksbury all payroll deductions for the payment of dues to the Association duly authorized by each and any employee covered by this Agreement. Said dues deduction shall be made in equal installments on a bi-weekly basis from November to May provided that authorizations are in by October 1.

Section 4. An updated copy of Committee policies will be furnished to the Association and will be revised as changes are made during the school year.

Section 5. The Association shall be provided access to the minutes of official public School Committee meetings. In return the Association shall provide the Committee, Superintendent and Principals with copies of all minutes of its Executive Board and General Meetings.

Section 6. The Association agrees that it shall be unlawful for any employee to engage in, induce, or encourage any strike or concerted work stoppage, slow down or withholding of services by such employees.

Section 7. There shall be no discrimination in regard to race, creed, color, religion, nationality, age, sex, sexual orientation, gender identity, or marital status.

Section 8. The President of the Association shall be relieved of all non-teaching duties in his/her building, including study hall. Such duties shall be distributed equitably among the teachers in his/her building during the school year of the President's term. The Association shall notify the administration by August 1<sup>st</sup> as to who the President and all officers and building representatives shall be for the next school year.

Release time will be scheduled for monthly meetings with the Superintendent and the Association President will be released from other responsibilities, with the prior approval of the Superintendent, to represent members in meetings with the Superintendent which cannot be scheduled after the work day.

Section 9. In the event the President of the Association, or his/her designee, visits a school on Association business during school hours, s/he will sign in at the school's main office. Under no circumstances shall a bargaining unit member conduct union business during her/his instructional time with students. The president or his/her designee can carry out association business.

## **ARTICLE V GRIEVANCE PROCEDURE**

The purpose of the procedure set forth below is to produce prompt and equitable solutions to those problems, which from time to time arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance

involved, at the procedural level involved; and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee.

## **GENERAL PROVISIONS**

Section 1. A grievance is defined as a dispute between a member of the bargaining unit covered by this Agreement, or the Association, and the Committee over the interpretation or application of a specific provision or provisions, of this Agreement; or, the alleged inequitable or discriminatory treatment of an employee under such provision(s).

If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

Section 2. The aggrieved employee may, if he so wishes, be represented by the Association at any level of the grievance procedure.

Section 3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

Section 4. In the event that a grievance is filed late in the school year, 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 may be reduced, if either party so wishes, so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

Section 5. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Tewksbury for any employee involved in presenting such grievance, except such school department may maintain a file separate from the personnel file concerning such grievance.

Section 6. The Association or its President may initiate a grievance that relates to a group of teachers. Said grievance shall be submitted directly to the Superintendent within fifteen (15) school days of its occurrence at Level Two and shall commence at Level Two.

Section 7. If at the end of fifteen (15) school days next following the occurrence of any grievance or fifteen (15) school days next following the date of first knowledge of its occurrence by the teacher affected by it, the grievance shall not have been presented at Level One of the procedure set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.



- Level One:** The grievance shall be presented in writing, stating the nature of the grievance and citing the specific article(s) of the grievance, by the teacher to the appropriate principal and/or immediate supervisor who shall meet with the teacher in an effort to resolve the grievance. In addition to any other party desired by the grievant, the grievant shall be in attendance, at Level One at the presentation of the grievance for the purpose of making and/or listening to the presentation and assisting in the resolution of the grievance at the earliest possible opportunity. In the event the grievant cannot be present because of physical disability or school not being in session, then the requirement of attendance shall either be waived by the Superintendent or the date of presentation adjourned to a date when the grievant, at the earliest opportunity, can be present.
- Level Two:** If at the end of ten (10) school days next following such written presentation the grievance shall not have been disposed of to the satisfaction of the teacher, the written grievance may be presented within the next five (5) school days to the Superintendent, who shall, within ten (10) school days thereafter, meet with the teacher in an effort to settle the grievance.
- Level Three:** If at the end of ten (10) school days next following the meeting with the Superintendent the grievance shall not have been disposed of to the satisfaction of the teacher, the teacher may refer the written grievance to the Committee within ten (10) school days. Within fifteen (15) school days after receipt of the written grievance, the School Committee or a subcommittee thereof shall meet with the teacher in an effort to settle the grievance.
- Level Four:** If at the end of ten (10) school days next following the meeting the grievance shall not have been disposed of to the satisfaction of the teacher, the Association, by giving written notice to the Committee within five (5) school days next following the conclusion of such period of ten (10) school days, may submit the grievance to arbitration.

## **ARBITRATION**

**Section 8.** In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. In the event of mutual selection of an arbitrator, the arbitrator shall function under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the Committee and the Association cannot agree within five (5) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within five (5) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration rules. In the event the moving party so chooses, the matter may be referred to the Massachusetts Board of Conciliation and Arbitration rather than the American Arbitration Association within the time limits specified above.

**Section 9.** The fees of the American Arbitration Association and/or of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.

Section 10. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 11. The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence. If the Committee raises an issue of arbitrability, the Committee may go forward at the discretion of the arbitrator on that issue first.

Section 12. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties throughout the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The obligation of the Committee to pay shall be limited to the obligations which the Committee may legally undertake, and in no event shall any present or future member of the Committee or the Association have any personal obligation for payment under the provisions of this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

## **ARTICLE VI EVALUATION AND TEACHER RIGHTS**

The District will offer a monthly meeting to discuss ongoing and new district-level goals, professional development, and union topics of interest. Nothing in this provision infringes on or alters the management's rights, including with respect to implementing new curriculum. Nor does this provision prevent the TTA from bargaining any changes in working conditions as outlined in M.G.L. c. 150E.

Section 1. All observation by any means for the purpose of evaluating the professional performance of a teacher will be conducted openly and with the full knowledge of the teacher. Observations shall not be conducted by the use of the public address or audio systems. Teachers will review and will be given a copy of any evaluation report prepared by their evaluator(s). After such review, the teacher will sign the report to indicate that the review has been completed; this signature does not necessarily indicate agreement by the teacher with the written comments of the administrator on the evaluation report. In the event of an unfavorable evaluation report, the teacher shall have the right to present to the Superintendent a written statement of his/her disagreement with said report and his/her statement, if presented, shall be attached to the file copy of the evaluation report.

Section 2. A. A teacher has the right, upon request, to review the contents of his/her personnel file, provided this is done during regular office hours by appointment, as provided by Chapter 71, Section 42c.

B. No material critical 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.

C. Following the review of said material the teacher will be afforded the opportunity to attach a statement of position.

Section 3. Any complaints which, in the opinion of the administrator, have merit regarding a teacher made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the teacher, and the essential details shall be given. Any complaint not brought to the unit member attention shall be deemed without merit.

Section 4. A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Notwithstanding the foregoing, the Superintendent retains his/her exclusive right under State law to discharge, appoint or not to reappoint teachers without professional teacher status.

B. In the event that a principal is considering a recommendation for non-rehire of a teacher without professional teacher status, the Superintendent agrees that he/she and the principal(s) shall follow the procedure set forth below:

- (1) Notification in writing of the intent not to recommend rehiring shall be given by the principal to the affected teacher by May 15th.
- (2) Upon written request of the teacher by June 10, the teacher shall have a right to a meeting with the Superintendent prior to the Superintendent's actual decision to hire or not to rehire so that said teacher can present his/her views before said decision. The teacher may have a representative of his/her choosing present at said meeting.
- (3) The Superintendent retains his/her right to hire or not to rehire as stated in Section 4A. above so long as the procedures set forth above are followed.
- (4) All conditions of this Section 4B. apply only in the case of non-rehire for unsatisfactory performance based on the evaluation process. It does not apply to situations of non-rehire in which circumstances or conditions require the Superintendent to make adjustments or changes in the teaching staff.

Section 5. Teachers shall not be reprimanded in front of students or Committee employees on school premises. Nothing in this Section shall prevent a teacher from being disciplined by an administrator. If an administrator is to recommend or take disciplinary action against a teacher (suspension, loss of salary, discharge), the teacher may have a representative present if the teacher so requests.

At any meeting at the Superintendent's level in which disciplinary action may result, the employee, if he/she so requests, may have a Union representative present. This shall not apply to any investigatory or fact-finding meeting.

Section 6. The evaluation of all bargaining unit personnel shall be conducted in accordance with the evaluation system adopted by the Tewksbury School Committee and the Tewksbury Teachers Association, effective September 1, 2018; which evaluation system is attached hereto as Appendix E.

Any future recommendation(s) to amend the teacher evaluation system shall be subject to the bargaining obligations and procedures contained in Chapter 71, Section 38 and Chapter 150E.

## **ARTICLE VII SALARIES**

Section 1. All persons on the teaching salary schedules shall be paid in twenty-six (26) equal installments, payable every other Friday, excepting when said Friday is a holiday, whereupon payment shall be made on the last school day preceding that Friday whenever practicable and possible. The teachers shall continue to have the option to receive the July and August checks in a single payment at the conclusion of the school year. In lieu of a twenty-six (26) installment pay plan, any teacher may elect to receive his/her salary in twenty-two (22) equal installments, payable every other Friday, excepting when said Friday is a holiday, whereupon payment shall be made on the last school day preceding that Friday whenever practicable and possible. The town will make available direct deposit of paychecks to members of the bargaining unit.

Section 2. Additional credit not to exceed four (4) years for military experience, and not to exceed two (2) years for Peace Corps and Vista work will be given upon initial employment, if the Military, Peace Corps and Vista experience was directly related to the teaching profession. The School Committee shall be the sole judge of evaluation of non-certified credit.

Section 3. On the initial election of a teacher, teaching experience, degree status, and any related experience will be given fair and appropriate consideration for placement on the salary schedule. Evaluation of the related experience shall be at the sole discretion of the School Committee.

Section 4. A. Any teacher who works ninety (90) or more consecutive days in Tewksbury in any school year shall receive a full year's credit for purposes of this Agreement except as may otherwise be provided in Article XXX "Reduction In Force."

B. Any teacher who is a permanent substitute for more than ninety (90) consecutive days in Tewksbury in any school year and signs an individual contract for the succeeding school year shall receive a full year's increment for that substituting experience. This section shall not apply to day to day substitutes who might fill in for ninety (90) consecutive days in different assignments.

Section 5. New personnel offered contracts in the Tewksbury School System will be informed of the then existing salary schedule and the specific provisions of this Article relative to salary placement.

Section 6. Employees filling Interscholastic Athletic Positions in Appendix B shall receive payment for said positions in one lump sum at the end of the coaching season.

Section 7. Unit members who have earned forty-five (45) additional credits beyond the Masters Degree in accordance with the Guidelines For Salary Differentials set forth in Appendix D of this Agreement, shall be placed at the corresponding step of the CAGS salary differential; that is to say, by way of example that a bargaining unit member holding the requisite degree requirements and who would otherwise have been placed on step 5 of the Masters Degree plus 30 (M+30), shall be placed on step 5 of the CAGS/Masters plus 45 (M+45) schedule.

Section 8. Unit members who have earned sixty (60) additional credits beyond the Masters Degree in accordance with the Guidelines For Salary Differentials set forth in Appendix D of this Agreement, shall be placed at the corresponding step of the Doctoral salary differential; that is to say, by way of example, that a bargaining unit member holding the requisite degree requirements and who would otherwise have been placed on step 5 of the Masters Degree plus 30 (M+30), shall be placed on step 5 of the Doctoral/Masters plus 60 (M+60) schedule.

Section 9. Whenever any Appendix B position is newly established during the term of this Agreement, the parties agree that they shall meet within thirty (30) days of the date that the School Committee has voted to establish and fund said Appendix B position for the purpose of negotiating a salary rate for said position.

Section 10. All other stipends or other monetary compensation on which the parties reach agreement are hereby incorporated into the Agreement at the time agreement is reached and shall be printed as part of Appendix B in the subsequent Agreement.

Section 11. Longevity is found in Appendix A of this Agreement.

## **ARTICLE VIII PROFESSIONAL RESPONSIBILITIES**

Section 1. A. The usual starting and dismissal times for students and teachers will be as follows:

<b>School</b>	<b>Students</b>	<b>Teachers</b>
High School	7:30 a.m. – 1:50 p.m.	7:00 a.m. – 2:00 p.m. *
Middle School (Wynn)	7:40 a.m. – 2:00p.m.	7:10 a.m. – 2:10 p.m.*
Upper Elementary (Ryan)	8:15 a.m. – 2:35 p.m.	7:45 a.m. – 2:45 p.m. *

Dewing / North Street / Trahan / Heath Brook /	8:45 a.m. – 3:05 p.m.	8:15 a.m. – 3:15 p.m. *
Integrated Pre-school	AM: 8:00 a.m. – 10:15 a.m.	7:45 a.m. – 2:45 p.m. *
	PM: 12:15 p.m. – 2:30 p.m.	

\*The workday will be extended an average of fifteen (15) minutes per day, Monday through Thursday, but shall be implemented in a flexible manner by each individual teacher, with the approval of the building principal. The additional time is expressly for providing extra help for students or meeting with parents.

Said starting times and dismissal times are subject to modification by the School Committee as long as the school day is not lengthened and provided that the Committee or administration consults the Association prior to implementing such change.

B. It is understood that teachers will remain beyond this normal dismissal time for such period as the teacher finds is necessary for the completion of his/her professional responsibility, including duties assigned by the principal such as bus duties.

C. Personnel covered by this Agreement other than classroom teachers will work at their assigned tasks for the same number of hours as the regular teachers.

D. In order to facilitate those activities undertaken by a bargaining unit member pursuant to his/her responsibilities as a professional and the terms of this Agreement, such unit members shall have the obligation to attend such usual and customary after school faculty meetings as may be scheduled by the Principal; provided, however, that the cumulative total number for all such meetings shall not, except in extenuating circumstances, average more than one (1) meeting per month not to exceed seven and one-half hours (7.5 hours) during the school year.

E. Members covered under this collective bargaining agreement shall have two (2) evening mid-year parent/teacher conferences and an open house at the beginning of the school year. Members and/or sub-groups of members that will have a separate open house, as approved by the Superintendent, shall not be required to attend a second open house.

F. Teachers will meet together as content specific groups or grade level Professional Learning Communities (PLC's), as designed by the building principal. This PLC time will be dedicated towards grade level and curriculum collaboration among the teaching staff. Collaboration shall mean: examination of student work, formative assessment data, coordinating lessons, review of best professional instructional practice, curriculum development and / or topics mutually agreed upon by the facilitators and the building principal.

The purpose of (PLC) time is to contribute to the improvement of instruction in the schools. The function of the PLC Facilitator is to oversee this collaboration, in a non-evaluative manner, while coordinating with administrators. No homework or prep work shall be assigned for these meetings. These meetings shall be thirty (30) minutes twice per week or sixty (60) minutes one time per week as approved by the building principal and the content specific groups and / or grade level teams. These meetings will take place during the contractual work day according to Article VIII, Section 1 (within the teacher workday and / or extended workdays.)

Teachers interested in PLC Facilitator positions may apply directly to a posting in accordance with practice for Appendix B positions or may be nominated by their colleagues through the Association. The principal will annually select Facilitators from the pool of applicants and nominees in accordance with Article XII Section 1,2,3. Facilitators will be trained prior to the 2019-2020 school year at their per diem rate. PLC Facilitators will be compensated with the current stipend rate noted in Appendix B. Wynn Curriculum Coordinators appointed for the 2018-2019 school year will continue to serve in that role for the remainder of the 2018-2019 school year. In addition, there will be Facilitators at every grade level K-8. Department Heads and Lead Teachers at grades 9-12 will facilitate the department PLC's.

As PLC time may be scheduled during morning or afternoon times when noninstructional duties are routinely scheduled to ensure student supervision and safety, the Principal will assign non-instructional duties to staff as permitted by the contract on an equitably determined rotation.

G. In the 2019-2020 school year a committee comprised of an equal number of each from Association members and Administration members will meet for the purposes of creating the job description of the PLC facilitators. After the PLC job descriptions are completed the committee will update the job descriptions of the Department Heads and Lead Teachers accordingly. The parties will bring the results of the mutually agreed upon changes to the negotiations teams for ratification.

Section 2. The work year of all teachers (other than new personnel who may be required to attend one additional orientation session) at the option of the Committee, shall begin no earlier than the Monday prior to Labor Day and shall terminate no later than June 30; provided, however, in the event that the work year shall begin earlier than Labor Day, the Friday prior to Labor Day shall not be scheduled as a work day for unit members, and the first two (2) days of such work week will be dedicated to non-instructional time.

The work year is defined as one hundred eighty-four (184) days, including: One (1) day at the start of the school year for teacher orientation and professional development (scheduled on a roughly equal time basis).

A second professional development day contiguous to the first teacher work day (3 hours intended for professional development programs and 3 hours of classroom set up and preparation). Two (2) additional professional development days to be scheduled during the school year; and one hundred eighty (180) instructional days meeting the present state requirement for students.

The Committee shall schedule four (4) student early release days, but full work days for teacher workshops (within the 180 instructional days). At the high school two (2) of said four (4) scheduled early release days shall be used by the staff for NEASC responsibilities if there is a need to complete specific tasks required for NEASC accreditation.

Full professional development days and early release teacher workshop days are contractual full work days. If any of the full professional development days or early release teacher workshop days are cancelled for any reason, equivalent make up days will be rescheduled on a workweek day at the end of the year to reflect the cancelled day.

The following half work days shall be scheduled for staff:

1. The day before Thanksgiving break
2. The day before February vacation
3. The day before April vacation
4. The day before Memorial Day
5. The last scheduled day for students

If any of the half work days are cancelled for any reason or in the event that Good Friday falls on the Friday prior to said school vacation, the make-up day will be scheduled on the last full Friday of that school year. If additional makeup days need to be rescheduled, it will be done with the mutual written agreement of the TTA President and the Superintendent.

One hundred eighty-five (185) student instructional days will be scheduled for the purposes of allowing school cancellation during inclement weather with the understanding that unused days beyond the above stipulated one hundred eighty (180) days for students will be dropped at the end of the school year.

Section 3. The last day of the school year will be scheduled as an early release day for students and staff.

Section 4. Pre-school unit members shall be scheduled to work in accordance with the following working conditions:

- A. Pre-school teachers shall be relieved of lunch/recess duty for a forty-five (45) minute period between morning and afternoon preschool sessions, twenty-five (25) minutes of which shall be for the teacher's duty free lunch and twenty (20) minutes of which shall be for individual and common planning time.
- B. Preschool teachers shall be assigned classroom teaching responsibilities for five (5) days per week.
- C. The preschool teachers will have 375 minutes each week for preparation time, evaluation time and ISET meeting time, and any remaining time needed to be available for planning and consultation with individual students and teachers calculated as follows:

Seventy-five (75) minutes at mid-day, five (5) days per week



The calculation of such times does not include either the fifteen (15) minutes before the students' starting time or the fifteen (15) minutes after the students' dismissal time.

- D. Bus duty will be assigned to available unit members in a reasonably equitable manner.
- E. Equity will be a priority in developing unit members' schedules and class size.
- F. In the event any provision of this Section 4 is in conflict with any other provision of this Article VIII pertaining to working conditions for the preschool unit members, the provisions of this Section 4 shall prevail.

Section 5. Effective as of the date on which the new school building is occupied (anticipated January 2023) - Elementary school (defined as Grades K – 4) unit members shall be scheduled to work in accordance with the following working conditions:

- A. Each elementary school teacher shall receive one forty-five (45) minute planning period daily and one additional forty-five (45) minute planning period per week (except for shortened school weeks) throughout the school year, which will be consecutive except for unified arts specialists. Every reasonable effort will be made for the unified arts specialists to have these additional preparation minutes as consecutive rather than cumulative.

Every reasonable effort will be made to make one planning period per week a grade level common planning period.

The calculation of such times does not include the thirty (30) minutes before the students' starting time or the ten (10) minutes after the students' dismissal time.

- B. Kindergarten teachers shall receive, twenty-five (25) minutes of duty free lunch and twenty (20) minutes for individual and/or common planning time (such as planning with classroom aides).
- C. Elementary school teachers shall receive twenty-five (25) minutes of duty free lunch and twenty (20) minutes of individual and/or common planning time. Once a week, up to three times a month, an administrator may participate in the common planning time to share and review information. These meetings will be predetermined at the start of the school year. (Upon exigent circumstances a fourth meeting may be used in this manner.)
- D. Full day kindergarten follows the same schedule as grades 1-4 with regard to lunch and specialist times.

- E. The School Committee will continue its program of providing specialists in the areas of, but not limited to Art, Music, Physical Education and STEAM for the K-4 elementary grades. When teachers have been relieved of duties or classroom supervision as a result of the specialist or at such other times if they are not assigned teaching duty or supervisory positions, time will be available for planning or consultation with individual students and teachers.
- F. Elementary teachers shall not be required to be in the room during specialist times (as noted above, but not limited to Art, Music, Physical Education and STEAM) once control is established and provided the Building Principal grants approval. Such approval shall not be unreasonably withheld.
- G. Bus, lunch and recess duty will be assigned to all available unit members in a reasonably equitable manner. However, an employee will not be assigned to both morning bus and lunch/recess duty on the same day. Provided that the Employer has the authority to assign ESPs and Teachers separately to duties, no more than one (1) lunch/recess duty per week will be assigned to a full time teacher with a full work load.
- H. Equity will be a priority in developing unit members' schedules, class size and room assignments.
- I. In the event any provision of this Section 5 is in conflict with any other provision of this Article VIII pertaining to working conditions for the elementary school unit members, the provisions of this Section 5 shall prevail.
- J. Each elementary school shall have two (2) evening mid-year parent/teacher conferences and an open house at the beginning of the school year.

Section 6. Time changes from the above grid will be applied to the language dealing with the Ryan Upper Elementary. This means that teachers will now work 7 hours total per day. This makes it equal with other buildings.

Section 7. Upper Elementary School (defined as Grades 5 and 6) unit members shall be scheduled to work in accordance with the following working conditions:

- A. Academic teams will generally consist of language arts, math, social studies and science.
- B. Fifth grade teams will generally be comprised of two (2) academic teachers, while sixth grade teams will generally consist of four (4) academic teachers.

- C. The goal will be that each two (2) person team will be responsible for a maximum of fifty (50) students and each four (4) person team will be responsible for a maximum of one hundred (100) students.
- D. The total teaching time for each academic teacher shall be twelve hundred twenty-five (1,225) minutes per week.
- E. Each academic teacher shall be assigned to a five (5) minute homeroom daily and one (1) twenty-five (25) minute lunch duty per week.
- F. The total teaching and supervisory time for each specialist shall be twelve hundred seventy-four (1,274) minutes per week; which time will not include the time for AM/PM bus duty assigned to specialist. Specialist will not be assigned homeroom duty.
- G. Professional staff such as guidance/adjustment counselors and librarians may be assigned in an equitable manner up to two (2) lunch blocks per day.
- H. Each teacher will have one (1) individual preparation block per day.
- I. Each academic teacher shall be assigned four and one-half (4½) blocks per week for purposes of common planning.
- J. Each specialist shall be assigned at least four (4), but not more than four and one-half (4½) blocks per week for purposes of common planning.
- K. Each school day will consist of six (6) blocks: four (4) sixty (60) minute blocks and two (2) forty-nine (49) minute blocks, a lunch block and a five (5) minute non-teaching home room block.
- L. Each academic team will develop its instructional block schedule, such as focus, and SSR blocks, in consultation with the building principal.
- M. Lunch duty and bus duty will be assigned to available unit members in a reasonably equitable manner.
- N. Equity will be a priority in developing unit members' schedules, class size, room assignments and the assignment of non-teaching duties.
- O. In the event that any provision of this Section 6 is in conflict with any other provision of this Article VIII pertaining to working conditions for Upper Elementary School unit members, the provisions of this Section 6 shall prevail.

Section 8. Middle School (defined as Grades 7 and 8) unit members shall be scheduled to work in accordance with the following working conditions:

- A. Academic teams will generally consist of language arts, math, social studies, science and a moderate special needs teacher.
- B. Middle School teams will generally consist of four (4) academic teachers and one (1) special education teacher. In the event that the Building Principal determines it is necessary to have "half team(s)", any half teams shall consist of two (2) academic teachers. Other personnel may be assigned to such teams at the discretion of the Building Principal.
- C. The goal will be that each two (2) person team will be responsible for a maximum of fifty (50) students and each five (5) person team will be responsible for a maximum of one hundred (100) students.
- D. The total teaching time and supervisory time i.e. daily five (5) minute homeroom block and twenty-five (25) minute weekly lunch duty for academic and exploratory teachers shall not exceed thirteen hundred (1,300) minutes per week.
- E. Each teacher will have one (1) individual preparation block per day.
- F. The goal will be that each academic teacher shall be assigned to five (5) blocks per week for purposes of common planning; it being the further understanding of the parties that during the term of this Agreement the Building Principal shall assign each academic teacher to four and one half (4½) blocks per week for purposes of common planning.

The goal will be that each specialist shall be assigned to five (5) blocks per week for purposes of common planning; it being the further understanding of the parties that during the term of this Agreement the Building Principal shall assign each specialist to four (4) blocks per week for purposes of common planning.
- G. Each school day will generally consist of a five (5) minute homeroom block, seven (7) blocks of fifty (50) minutes in duration and a lunch block.
- H. Each academic team will develop its instructional block schedule in consultation with the Building Principal.
- I. Lunch duty and bus duty will be assigned in a reasonably equitable manner among available unit members. Professional staff such as guidance/adjustment counselors and librarian(s) may be assigned in an equitable manner up to two (2) lunch blocks per day.
- J. Equity will be a priority in developing unit members' schedules, class size, room assignments and non-teaching duties.

- K. In the event that any provision of this Section 7 is in conflict with any other provision of this Article VIII concerning working conditions for Middle School unit members, the provisions of this Section 7 shall prevail.

#### Section 9. High School

Unit members employed at the high school shall be scheduled to work in accordance with the following block schedule components commencing during the 2016-2017 school year:

- A. There will be a five (5) block waterfall schedule with a seven (7) day rotation.
- B. Each block shall be equal to sixty-eight (68) minutes in length.
- C. A work day shall consist of five (5) blocks of sixty-eight (68) minutes in length. Teachers shall teach *25/35 blocks* per seven (7) day cycle but not more than four (4) blocks per day. Department chairpersons shall teach *20/35 blocks* per seven (7) day cycle.

The waterfall schedule continues to rotate on half-days and snow delays. On these days, each teacher will see all of his/her scheduled students for a shorter length of time.

- D. There are three (3) levels of instruction: Advanced Placement (AP), Honors (H), and College Prep (CP). Each level of course constitutes a separate course preparation. Both core and elective teachers will be responsible for a maximum of three (3) course preparations per semester. Any agreement to take on additional preparations will be bargained with the TTA.

Special consideration will be given to Core teachers who request to teach four (4) preparations per school year or Elective teachers who request to teach five (5) preparations per school year. In such case, the teacher, the Association and the high school principal will sign a memorandum of agreement assenting to the condition of the increase assigned preparations for that specific school year.

- E. Each teacher shall have ten (10) periods (68 minutes) for preparation, over a seven (7) day cycle. Teachers shall have at least one (1) period (68 minutes) per day for preparation. Teacher preparation periods shall not be scheduled back-to-back if possible, depending on scheduling limitations (i.e A&B, E&F, G&A, etc.).

Each Department Chairperson shall have fifteen (15) periods (68 minutes) split between preparation and department business, over a seven (7) day cycle. Department Chairperson will teach three (3) of the five (5) blocks.

- F. There will be no non-teaching duties, except for all Unit members shall be assigned one (1) individual student lunch period duty once per seven (7) day cycle
  - G. Equity will be a priority in developing unit members' schedules, class size, and room assignments.
  - H. In the event that any provision of this Section 9 is in conflict with any other provision of this Article VIII pertaining to working conditions for High School unit members, the provisions of this Section 9 shall prevail.
- Section 10.
- A. All teachers shall have an average workday of five and one-half (5½) hours of instruction or supervision not to exceed twenty-seven and one half (27½) hours per week.
  - B. All teachers shall have a duty free lunch period at least the length of the students' lunch period.
  - C. Secondary school teachers shall not be required to teach more than two (2) different disciplines. Exceptions may be made by mutual agreement between the teacher and that teacher's immediate supervisor.
- Section 11.
- A. The Association and the Committee recognize that participation in or attendance at school-oriented programs outside of normal teaching hours is part of the duties of unit members. The parties encourage active participation to the fullest extent, but agree that attendance at evening meetings - other than three per year involving teachers and parents - should be on a voluntary basis.
  - B. Unit members may be asked to serve as chaperones and supervisors at extracurricular activities but such service shall not be mandatory.
  - C. Unit members participation in extracurricular activities shall be voluntary and shall be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement.
- Section 12.
- A teachers' council will be established in each school to meet periodically with the principal on matters of common concern. Teacher participation on such councils will be voluntary.
- Section 13
- Educators will be compensated at the teacher hourly rate indicated in Appendix B for special education evaluation testing occurring outside of contractual work hours, subject to parental approval, provided that the educator has established that the testing could not be scheduled within the contractual work day, prior to scheduling and or initiating the testing, and the principal approves the schedule and payment for time spent outside of contractual hours.
- Section 14.
- In the event a teacher during his/her preparation period covers the class

of an absent teacher, the teacher so substituting shall be compensated at the hourly rate stated in Appendix B.

Section 15. In the event that the students of an absent elementary teacher are divided into other classrooms, the teacher(s) assigned the additional students for that day shall be compensated a fractional amount of the cost to the Committee (substitute's daily rate of pay). For example, if the substitute's daily pay is sixty dollars (\$60.00) and if three (3) teachers are supervising the students of the absent teacher, then each of the three (3) teachers would be compensated one-third (1/3) of the sixty dollar (\$60.00) total, or twenty dollars (\$20.00) per teacher.

## **ARTICLE IX RESIGNATIONS**

Section 1. Any teacher under contract for the next school year, who has applied for a position in another school system, should notify his Principal and the Superintendent of Schools. Any teacher under contract for the next year, who has accepted a position in another school system, shall, immediately in writing, notify his Principal and the Superintendent of this fact.

Section 2. Teachers who wish to resign shall give four (4) weeks, exclusive of vacations within the academic year, advance notice. No resignations shall be submitted after August 1st to take effect prior to the end of the ensuing school year except for reasons of illness, or other justified cause as approved by the School Committee. In order to expedite the process of maintaining continuity in the professional staff, the Superintendent of Schools has the expressed authority to act on behalf of the School Committee to waive the (4) weeks advance notice stipulation if he/she is able to procure a satisfactory replacement for the resigning party and in this instance has the School Committee's expressed authority to accept a resignation on behalf of the School Committee. In the event the resigning teacher requests to work the full thirty (30) days to avoid an interruption in salary, the teacher will be allowed to work the full thirty (30) day notice period.

## **ARTICLE X TEACHER ASSIGNMENT**

Section 1. Teachers will be notified of changes in their programs for the coming year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, as soon as practicable and normally no later than the end of the school year. Changes in discipline assignments, grade or student levels after that date may be made because of unexpected resignations and pupil enrollment, including late changes resulting from computerized scheduling, and the teacher affected by such changes shall be notified by telephone at once of said changes. In the event the teacher cannot be reached promptly by telephone, the teacher will be notified forthwith in writing.

Section 2. In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

Section 3. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.

Section 4. Subject to the provisions of this Article and the applicable Section of Article VII all judgment and responsibility for teacher assignments rests with the School Committee.

Section 5. Teachers who are assigned to more than one (1) school in any one (1) day shall receive the Town approved mileage rate in effect on the date of execution of this Agreement, or as otherwise adjusted by the Town during the life of this Agreement, as the case may be, for interschool travel.

## **ARTICLE XI TRANSFERS**

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, the parties also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, the parties agree as follows:

### **Section 1 . Involuntary Transfers**

- A. Qualified volunteers will be transferred first.
- B. A teacher's area of certification and seniority as defined in Article XXIX, will be considered in determining which teacher(s) is (are) to be transferred involuntarily. Teachers being involuntarily transferred will be transferred only to a comparable position.
- C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reasons for the transfer.
- D. Notice of transfer shall be given to teachers as soon as practicable and not later than the end of the school year except in an emergency or other unforeseen circumstances.

### **Section 2. Voluntary Transfers**



- A. Teachers desiring a transfer will submit a written request to the Superintendent with a copy to the teacher's principal stating the assignment preferred and reason(s) for the transfer. Such requests should be made as early as possible and normally between September 1 and June 30 of each year of school to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing. These requests for transfer shall be handled on the basis of service to the system and the qualifications of the individual involved (qualifications as defined in Section 1 B of this Article). Requests for transfers shall be considered before interviewing outside candidates. A teacher requesting a transfer shall confer with the principal of the school to which the transfer has been requested and should do so promptly after submitting the written request for transfer. The principal will give this teacher foremost consideration but shall be under no obligation to select this teacher.
- B. While it is recognized that positions must be filled promptly, the administration will make efforts to acquaint the staff with known vacancies so that appropriate requests for transfers may be filed. Efforts will be made to keep the information reasonably current, and the administration shall publicize all vacancies existing as of May 1 in particular, but it is recognized that the final responsibility of requesting such transfers is on the individual teacher.

## **ARTICLE XII**

### **PROMOTIONS AND APPENDIX B VACANCIES**

Section 1. Whenever any position offering opportunity for professional promotion in day or during the school year (September to June), it will be adequately publicized by the Superintendent by posting a notice of said position on the Teachers' Bulletin Board in each school and the District website.

Employees shall be entitled to ten (10) days' notice by posting previous to any permanent appointments.

Section 2. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of the applicants and other relevant factors.

In filling such vacancies, when in the opinion of the School Committee all factors are substantially equal, preference will be given to qualified teachers already employed by the Committee.

Section 3. The Committee shall inform the Association of any change in status of any promotional positions, elimination of positions, or creation of new positions. If the Committee changes the requirements and/or qualifications for any posted position said position shall be posted anew.

## **ARTICLE XIII CLASS SIZE**

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and other educational considerations, insure that classes are of the most effective size for both teacher and pupil. Special attention to class size and/or student load will be given to such special situations as shop areas, drawing areas, laboratory areas and special needs personnel. The Committee will assign students in a reasonable and equitable manner to the best of its ability; however, the final decision as to class size will be made by the School Committee in the best interests of all.

## **ARTICLE XIV NON-TEACHING DUTIES**

The Committee and the Association acknowledges that a teacher's primary responsibility is to teach, and that his/her energies should, to the extent possible, be utilized to this end.

Section 1. Teachers shall not be permitted to drive pupils to activities which take place away from the school building. The exemptions are defined in the memorandum of agreement - MFSAB found below.

Memorandum of Agreement - MFSAB  
November 22, 2017

The Tewksbury Teachers Association recognizes and understands the importance of the MultiFunction School Activity Bus (MFSAB).

The current contract language reads: "Teachers shall not be permitted to drive pupils to activities which take place away from the school buildings" (Article XIV, Section 1, page 20).

The parties agree to amend this language for the 2017-18 school year: Teachers shall not drive pupils in their own vehicle. Teachers are permitted, but not forced, to drive students in the MFSAB for sporting events and extracurricular activities. Teachers must follow the guidelines outlined in the 2017 MFSAB Procedural Manual.

Drivers of the MFSAB are responsible for safe operation of the vehicle. Teachers will not be subject to disciplinary action, unless cited for a major infraction (i.e. serious car crash at which the teacher is at fault, drinking alcohol).

The parties will make every effort to revise Article XIV, Section 1 in the new collective bargaining agreement. This MOA does not amend any other section of the contract.

Section 2. Except as otherwise provided in this Agreement, non-teaching duties shall be assigned in a reasonably equitable manner to all personnel included in the bargaining unit within each building.

Section 3. Recognizing the need to maintain proper student behavior, decorum and conduct in the corridors, cafeteria, parking lots and elsewhere outside of the classroom, teachers observing inappropriate student decorum, behavior or conduct (for example, bullying, vandalism, fighting or defacing property) shall, with due regard to their personal safety, take

reasonable steps to stop such action including forthwith reporting the matter to the appropriate administrator.

Teachers with reasonable cause to believe a student or students are being bullied shall report same to the building principal in sufficient detail as to the basis for their reasonable belief.

Section 4. The parties agree to create a SP.ED. Review Committee during the 2019-2020 school year with equal participants each from the Association and the Administration for the purpose of working through SP.ED. issues that the teachers feel need to be addressed including, but not limited to, testing of initial IEP's, case managers equitable workloads, and ensuring the equitable distribution of SP.ED. students. The results of the mutually agreed outcomes of this committee will be brought back to the negotiation teams for approval.

## **ARTICLE XV ELEMENTARY TEACHERS IN SPECIALIZED AREAS**

Section 1. Teachers not assigned to regular classrooms at the elementary level shall have the same instructional or supervisory time as regular elementary classroom teachers.

Section 2. Non-classroom teachers' schedules shall be developed with their immediate supervisor or principal(s) and, when appropriate, with the Assistant Superintendent for Curriculum and Instruction.

These schedules will be finalized prior to the third instructional day of the school year.

Section 3. In arranging schedules for teachers covered under this Article every effort will be made to limit the amount of interschool travel. Teachers who are assigned to more than one school in any one day shall receive the Town approved mileage rate in effect on the date of execution of this Agreement, or as otherwise adjusted by the Town during the life of this Agreement, as the case may be, for interschool travel.

## **ARTICLE XVI DEPARTMENT HEADS, TEAM LEADERS AND HEAD TEACHERS**

Section 1. The Department Head shall teach the equivalent of up to two (2) blocks per semester for the 2015-2016 school year and up to three (3) blocks per day effective school year 2016-2017 and hereafter with the remainder of the day used for supervision of department staff and other related department head duties.

Section 2. There shall be suitable room provided at the Middle School and Senior High School for the use of the Department Heads and Team Leaders.

Section 3. Each Department Head and Team Leader shall normally have the opportunity of assisting in the hiring of new teachers for his/her department by interviews and recommendations in accordance with Committee policy.

Section 4. Each Department Head and Team Leader shall be provided adequate release time by his/her Principal for the purposes of observation, visitation, conferences and interviews.

Section 5. Certain elementary schools shall have a Head Teacher to assume the authority of the Principal during his/her absence. In addition to this there will be other duties involved in this assignment which shall carry an annual compensation as set forth in Appendix B.

Section 6. In the event Assistant Principals are appointed to any elementary school, the School Committee reserves the right to abolish the position of Head Teacher at that school.

Section 7. The purpose and responsibility of the Head Teacher shall be:

A. To be in charge of the school building during the absence of the Principal and in such case shall have the same authority and responsibility of the Principal in case of an emergency situation.

B. To handle the following routine matters in the absence of the Principal: dismiss students in custody of parents without prior notice; interim handling of discipline problems and reporting same to Principal; interpreting policy to parents, teachers and youngsters.

C. To be directly responsible for the following duties during the entire school year: supervise morning and dismissal duties; coordinate bulletin board and display areas within the building; orient and guide new teachers to building procedures, etc.; represent teaching personnel relative to building procedures and policies with the Principal.

## **ARTICLE XVII TEACHER FACILITIES**

Section 1. Each school shall have the following facilities:

- A. Space in each classroom in which teachers may safely store supplies and materials of a confidential or instructional nature;
- B. When possible, teachers' work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. In each building there shall be at least one (1) copier machine available to unit members at all times.

Section 2.

- A. In each building there shall be a teachers' room for the use of the staff of that building;
- B. In each teachers' room there shall be adequate seating. These rooms shall be equipped and maintained; however, it is understood that teachers will be responsible for reasonable neatness of this area.

Section 3.

- A. There shall be a desk or table and chair for each teacher;

- B. Where possible, there shall be a well-lighted and clean staff bathroom. These shall be separate from the students' facilities;
- C. There shall be a separate dining area or teachers' room for the use of the staff and guests.

Section 4. There shall be an adequate portion of the parking lot at each school reserved for teacher parking.

## **ARTICLE XVIII PROTECTION**

Section 1. Teachers shall immediately report all cases of assault suffered by them in connection with their employment through the Building Principal to the Superintendent of Schools in writing.

Section 2. This report shall be forwarded to the Committee which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the teacher, the town, the police, and the courts.

Section 3. In case of such assault, the School Committee agrees to pay the cost of medical, surgical and hospital expenses not covered by the system-wide medical insurance program.

Section 4. Teachers assigned to or volunteering for any co-curricular or extra-curricular activity shall have the same legal protection described above and are under the same professional expectations as said teachers would have in the classroom.

## **ARTICLE XIX TEXTBOOKS AND DIGITAL RESOURCES**

Section 1. Before a new textbook, and/or digital resource is adopted teachers may be asked to participate on a voluntary basis according to present practice as follows:

- A. A committee of elementary teachers will recommend textbooks and/or digital resources at the elementary level to the Assistant Superintendent or Designee.
- B. At the secondary level, a department committee will recommend textbooks and/or digital resources to the Assistant Superintendent or Designee.
- C. The Assistant Superintendent or Designee will make the final recommendation to adopt, purchase and/or implement.
- D. The final decision to adopt, purchase and/or implement will be made by the School Committee.

## **ARTICLE XX SICK LEAVE**

Section 1. For illness of the teacher or his/her immediate family, teachers will be entitled to fifteen (15) sick leave days each school year. Unused sick days shall be accumulated from year to year with no maximum limit.

Section 2. If a teacher is to be absent due to illness more than two (2) days, s/he will call the building principal during the second day. In establishing this requirement the Committee acknowledges that exigent circumstances may arise preventing a teacher from making a call during the second day.

Section 3. For purposes of this Article, the term "family" shall be defined as meaning father, mother, son, daughter, spouse, grandchildren or other individuals for whom the unit member has medical responsibility or other persons living in the immediate household or any other person approved by the Superintendent. The Superintendent may approve any other person who may not fall into any of the above categories.

Section 4. In addition to personal illness or injury, sick leave may be utilized for any other reason approved by the Superintendent.

Section 5. After five (5) days of consecutive absence, a doctor's certificate may be requested by the Building Principal or the Superintendent and must be presented after ten (10) days of consecutive absence. Failure to comply with this policy could result in loss of pay for days absent. Thereafter, the committee may in its discretion and at its expense require an absent teacher to submit to a medical examination conducted by a physician of the Committee's choice in order to confirm whether the teacher is medically fit to resume work.

Section 6. An annual statement shall be provided for each teacher stating the status of his sick leave, before October 1.

Section 7. There shall be no loss of salary, fringe benefits, or sick leave allowances when a teacher is subject to quarantine by order of the doctors or health department for reasons other than personal illness of the teacher. The Committee will make a reasonable accommodation to a pregnant employee who is advised by her physician to avoid exposure to "Fifth's Disease".

The Committee will provide a copy to staff of all notices forwarded to parents relative to "Fifth's Disease" or other contagious diseases.

### **Section 8. Sick Leave Buy-Back**

Any employee who is eligible to retire in accordance with the State Teachers' Retirement Act and who has notified the Committee on/or before June 30, of his/her intent to retire and does retire on/or before June 30, shall be paid fifteen percent (15%) of the value of his/her unused accumulated sick leave at the per diem rate on the last day of employment. Payment will be made on or before July 31 after the date of retirement. Unit members in the employ of the Tewksbury Public Schools on or before June 30, 2012 shall accrue unused accumulated sick leave on an unlimited basis. Employees hired July 1, 2012 and beyond shall accrue a maximum of two hundred fifty (250) days for purposes of sick leave buyback.

Unit members whose retirement is scheduled after June 30 shall not collect the sick leave buy back bonus until July 31 of the next fiscal year following their retirement.

## **ARTICLE XXI SICK LEAVE BANK**

Section 1. The Sick Leave Bank shall be established and is for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

Section 2. A. The Sick Leave Bank shall be funded initially by each member of the bargaining unit eligible to receive Sick Leave Bank benefits submitting one (1) sick day of their personal accumulation to the Sick Leave Bank to be utilized by teachers who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have serious extended illness.

B. If the Sick Leave Bank becomes exhausted, it shall be renewed by a contribution of one (1) additional day of sick leave by each eligible member of the bargaining unit from his/her accumulated sick leave.

C. Sick Leave Bank days unused in one school year shall be carried over to the next school year.

Section 3. A. Teachers shall qualify for consideration of extended illness within the framework of the Sick Leave Bank when they have accumulated at least twenty (20) sick leave days as of the beginning of the school year (after the submission required by Section 2).

B. Once a teacher has established eligibility for the Sick Leave Bank, such teacher maintains continued eligibility for the Sick Leave Bank.

C. Teachers shall not be required to contribute to the Sick Leave Bank until they have the required twenty (20) days set forth in this Section.

D. The fifteen (15) days credited to one's individual sick leave accumulation at the beginning of school shall count toward Sick Leave Bank eligibility. For example, a second-year teacher who utilized nine (9) sick leave days the first year of teaching is eligible to join the Sick Leave Bank as follows:

6	sick leave days carried over from the first year
<u>+15</u>	sick leave days credited for the second year
21	sick leave days accumulated
<u>- 1</u>	day contributed to Sick Leave Bank
20	achieves the balance required for eligibility

Section 4. Sick Leave Bank days shall only be available after the infirmed teacher has exhausted all but one (1) day of his/her entire personal sick leave, both annual and accumulated.

Section 5. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Teachers Association.

Section 6. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the anticipated extent of extended recovery time from illness.

Section 7. Applications for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

Section 8. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Section 9. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

Section 10. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of the leave:

- A. Medical evidence of serious extended illness.
- B. Prior utilization of all eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final.

No days may be withdrawn from the Sick Leave Bank for use for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family, and in no instance, may days be withdrawn for the purpose of maternity.

Section 11. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

## **ARTICLE XXII TEMPORARY LEAVES OF ABSENCE WITH PAY**

Teachers shall be entitled to the following leaves of absence with pay for each school year. Leaves taken pursuant to this Article will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.



## Section 1. Personal Days

Teachers may be granted three (3) days without loss of pay for personal matters upon the approval of the Superintendent. Such request shall be made 48 hours in advance, except in emergency situations. Personal leave may not be used on a work day that falls immediately before or after the November, December, February or April vacation periods; the first two (2) or last two (2) days of the teacher work year. If there are extenuating circumstances, the Superintendent may waive the above language. Teachers shall make all reasonable efforts not to schedule personal days on dates on which MCAS or other government-mandated testing occurs.

## Section 2. Educational Leave

A. Leaves for the purpose of visiting other schools, attending conferences or workshops for educational purposes may be granted to a teacher by the Superintendent or her/his designee, with the prior approval of the Principal and appropriate Curriculum Supervisor. Factors to be considered include but are not limited to the resulting benefits and costs to the system, whether the proposed leave activity is consistent with system-wide goals, school building goals and individual teacher goals, or whether such leave meets a professional improvement or development plan or teacher re-certification. A teacher on such leave shall be required to submit a written report to his/her immediate supervisor and to the Superintendent within five (5) school days of the conference, workshop or school visit.

B. The Superintendent shall consider the factors listed in Section A. above and may not unreasonably deny a request for leave hereunder.

## Section 3. Association Leave

Time necessary for seven (7) Association representatives to attend the Massachusetts Teachers Association Leadership Conference and annual meeting, provided the programs for such conferences are submitted to the Superintendent in advance and approved by him/her. For these meetings the School Committee will pay for three (3) substitutes and the Teachers' Association will pay for the other four (4), or make plans with the appropriate principal to cover the classes of the absent teacher with staff members.

## Section 4. Legal Leave

A. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system in any other legal proceeding if the teacher is required by law to attend.

B. When an employee is summoned into Court as a witness, the Committee will pay the difference between the witness fee and the teacher's regular pay.

C. The School Committee will comply with the terms of Chapter 23A of the General Laws with the respect to service and compensation of members of the unit who are summoned to perform jury duty in Middlesex County. The Committee will also comply with any subsequent amendments thereto affecting Middlesex County or other counties.

## Section 5. Medical Leave

A. Absence because of communicable disease (as defined by the Massachusetts Department of Health) contracted during employment.

B. Each employee who sustains injury or illness arising out of his employment by the Tewksbury Public Schools shall be entitled to receive his full pay for the period of his incapacity. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the School Committee, which may require periodic written testimony supporting the claim of continued incapacity as a condition precedent to its approval.

## Section 6. Bereavement Leave

A. Five (5) days, not to be deducted from sick leave, shall be granted in the event of death of a member of the teacher's family; i.e., father, mother, son, daughter, spouse, brother, sister, grandchildren or individuals the unit member is legally responsible for, any person living in the immediate household or any other person approved by the Superintendent.

B. Two (2) days are allowed for the death of other close relatives, including aunt, uncle, and in-laws, not to be deducted from sick leave.

## Section 7. Military Leave

A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government. Proof must be submitted to the Superintendent. Notwithstanding the foregoing, in the event of a national emergency a teacher in the U.S. Reserves or State National Guard who is called up for active duty in excess of the aforesaid ten (10) days shall be compensated in the same manner as described above for the duration of such duty.

## Section 8. Rate of Deduction for Unpaid Absence

Pay deduction for absences not covered by this Article XXII or Article XXIV shall be made at the rate of one and one hundredth eighty-fourth (1/184<sup>th</sup>) of the yearly salary for each day of absence.

# ARTICLE XXIII SABBATICAL LEAVE

Section 1. The Committee, upon recommendation of the Superintendent, may grant a sabbatical leave of absence for study or research (including approved educationally oriented travel programs) to members of the professional staff who have completed at least seven (7) years of service in the Tewksbury School System, which may be interrupted by military,

maternity, or other approved leave of absence. Preference will be given to applicants for advanced study beyond the Master's degree.

Section 2. Pursuant to the terms of General Laws Chapter 71, section 41(a), a teacher, prior to the granting of a sabbatical leave of absence, shall enter into a written agreement with the School Committee that upon termination of such leave, he/she will return to the Tewksbury Public Schools for a period of at least two (2) years, and that in default of completing such service he/she will repay to the Town the amount of the salary received during the sabbatical leave, provided that the teacher shall be released from such payment if failure to serve the two years is due to illness, disability or death, or if discharged from the service by the School Committee.

Section 3. Successful applicants will receive one-half of the salary to which they would have been entitled provided that the amount when coupled with any scholarship, grant or aid shall not exceed the salary to which they would have been entitled.

Section 4. Application for sabbatical leave shall be submitted to the Superintendent of Schools in writing no later than December 1 of the school year previous to the school year for which the leave is being requested.

Section 5. Not more than three (3) sabbatical leaves of absence shall be granted at any time during any school year.

Section 6. During the course of a sabbatical leave, semi-monthly reports of progress shall be made to the Superintendent of Schools.

Upon completion of sabbatical leave, members of the professional staff shall submit a comprehensive report to the Superintendent of Schools containing a transcript of college or university work done while on leave or any other interpretive material conducive to the evaluation of the program.

Section 7. A member of the staff returning from sabbatical leave shall be placed on the salary schedule he/she would have attained had he/she remained in the school system, and shall be eligible for the school benefits according to the Town policy while on leave.

Section 8. A member of the professional staff who has been granted a sabbatical leave of absence must serve for another seven (7) years in the Tewksbury Public Schools before being eligible for consideration for a second sabbatical leave.

Section 9. A sabbatical leave of absence shall not be granted for less than one full semester nor more than one full school year.

Section 10. Members of the professional staff on sabbatical leave shall not engage in remunerative work while on leave except as hereinafter provided. Scholarships and fellowships in approved colleges and universities which do not interfere with the prescribed program of professional improvement are accepted. If other remunerative work is desired by the

professional staff while on sabbatical leave, prior written approval must be obtained from the Superintendent of Schools.

Section 11. A. The Tewksbury School Committee shall effect a decision on all applications for sabbatical leave not later than the regular April meeting prior to that in which the leave is to be granted.

B. Nothing in this sabbatical policy is to be interpreted as guaranteeing a sabbatical to any member or group of members of the professional staff, and the School Committee reserves the right to limit the number of sabbatical leaves granted in any school year or to distribute them among various levels of the staff.

## **ARTICLE XXIV EXTENDED LEAVE OF ABSENCE WITHOUT PAY**

### **Section 1. Military Leave**

Military Leave shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, within the time required by law, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two (2) years.

### **Section 2. Educational Service Leave**

Leaves of absence for teaching assignments in the Department of Defense Overseas Dependent Schools, Peace Corps, and VISTA may be granted without pay by the Committee to teachers with professional teacher status. Though the Committee shall make the final decision on each such application and shall retain the authority to limit the number of such leaves in any one school year, the Committee shall give all due consideration to such applications. Requests for leave shall be made before April 1 of the school year previous to the school year for which the leave of absence is requested. Leave shall be granted for only one (1) or two (2) full school years. A returning faculty member shall be granted the salary credit he would have attained had he remained in the school system.

### **Section 3. Professional Leave**

Teachers upon request may be granted an extended leave of absence up to one (1) year by an authorized vote of the Committee for purposes of serving in an elected position of a professional teachers association. Upon return from such leave, a teacher shall be placed on the salary schedule at the next step level he was on before the leave.

### **Section 4. Family Leave**

A. Upon written application to the Superintendent, including a statement of reasons, any bargaining unit member who has been employed at least twelve (12) consecutive months, who, when the purpose for said leave is foreseeable, has given notice at least thirty (30) days prior to his/her anticipated date of departure and who has given notice of intention to return, may be granted unpaid family leave for a period generally not exceeding twelve (12)

weeks during the period from the beginning of the school year to the end of the school year. Such leave shall be without pay for such period.

B. The purposes for which a bargaining unit member may submit his/her application for such unpaid family leave may include, but shall not be limited to:

1. The need to care for, or to make arrangement for the care of, a minor dependent child of the bargaining unit member, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
2. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
3. The need to care for a member of the bargaining unit member's immediate family who has a serious health condition;
4. For a serious health condition that makes the bargaining unit member unable to perform his/her job.

C. Whenever family leave is requested due to a serious health condition of the bargaining unit member, the Superintendent may require that the bargaining unit member shall first provide medical certification to support a request for such leave prior to approval of same, and may further require a second opinion (at the expense of the Committee) and a fitness for duty report upon the return to work of the bargaining unit member.

D. Any bargaining unit member taking family leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other unit members at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such family leave, he or she shall be extended the same rights and benefits, if any, as are extended to unit members of equal length of service in the same or similar positions; provided, however, if the bargaining unit member served more than one-half of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.

E. A bargaining unit member on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such bargaining unit member shall regain his or her right to sick leave.

## Section 5. Extended Family Leave

In the event a bargaining unit member desires an unpaid leave longer than the twelve (12) weeks provided in Section 4 above or as otherwise provided in Article XXIV of this Agreement, the procedure listed below shall be followed:

A. Under normal conditions, the Superintendent shall be notified in writing at least thirty (30) days prior to the expected date of the beginning of said leave.

B. Said extended leave shall be without pay and should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period).

C. (1) Said extended leave shall ordinarily be for the balance of the school year, with the resumption of employment occurring at the beginning of the next following school year. In cases where the leave occurs in the third or fourth academic term a teacher will state on or before June 15 whether she will return to work the next following school year.

Failure to provide such notice will result in an automatic unpaid extended childcare leave under the provisions of this Agreement for the school year following the arrival of the child. On or before June 15<sup>th</sup> of the year of the extended leave the teacher shall state whether she intends to return at the beginning of the next subsequent school year. Failure to return or to provide a promise of return for that next subsequent school year will be treated as an irrevocable resignation.

(2) If, however, said extended leave is for child rearing purposes and if the birth occurred after January 1 of any given school year, the teacher has the option of resuming the second September 1 after the birth of the child. In either event, the teacher must notify the Superintendent in writing by certified mail (or in lieu thereof by a hand-delivered, timestamped letter) by the first of March in the calendar year in which her maternity leave expires of her intention to return in September or her intention to resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

(3) In the event that childcare circumstances change, the teacher may make written application, accompanied by her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, said teacher shall have the first option for said position.

D. The purposes for which a bargaining unit member may submit his/her application for such unpaid extended leave may include, but shall not be limited to:

- (1) The need to care for, or to make arrangement for the care of, a minor dependent child of the bargaining unit member, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
- (2) To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such bargaining unit member;
- (3) The need to care for a member of the bargaining unit member's immediate family who has a serious health condition;

- (4) For a serious health condition that makes the bargaining unit member unable to perform his/her job.

E. Whenever extended leave is requested due to a serious health condition of the bargaining unit member, the Superintendent may require that the bargaining unit member shall first provide medical certification to support a request for such leave prior to approval of same, and may further require a second opinion (at the expense of the Committee) and a fitness for duty report upon the return to work of the bargaining unit member.

F. Any bargaining unit member taking extended leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other unit members at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, he or she shall be extended the same rights and benefits, if any, as are extended to unit members of equal length of service in the same or similar positions; provided, however, if the bargaining unit member served more than one-half ( $\frac{1}{2}$ ) of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.

G. A bargaining unit member on extended leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the extended leave, such bargaining unit member shall regain his or her right to sick leave.

#### Section 6. Other Leaves

Other leaves of absence without pay may be granted by the Committee for good reason. A teacher on such leave may be advanced accordingly on the salary schedule if his activity while on such leave has relevance to the Tewksbury Public Schools in the opinion of the Committee. The maximum cumulative amount of such leave granted to a teacher under this Section shall be two (2) years.

#### Section 7. Miscellaneous Information

A. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. Whenever possible, he will be assigned to the same position, or a substantially equivalent position, which he held at the time said leave commenced.

B. All requests for extensions or renewals of leave shall be applied for in writing and granted or rejected in writing.

C. For any leave under this Article, the teacher must notify the Superintendent in writing by certified mail (or in lieu thereof by a hand-delivered, time stamped letter) by the first of March in the calendar year in which the leave expires of his/her intention to return in September or his/her intention to resign from the school system. Failure to comply with this requirement will be considered as a resignation from the school system.

## **ARTICLE XXV PARENTAL LEAVE**

Section 1. Subject to the conditions set forth in this Article, a unit member who is pregnant or a non-birth parent, adoptive parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order MGL Chapter 149 Section 105D shall be entitled to parental leave:

A. Upon receipt of at least two (2) weeks written notice of anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence without pay (except as provided in Section B below) for up to twelve (12) weeks as requested by the unit member.

B. A unit member who takes a leave under this Article for purposes of childbearing or adoption may apply earned sick leave benefits to a period of up to twelve (12) consecutive weeks, inclusive of holidays, school vacations and summer recess.

C. This leave may be extended by mutual agreement between the unit member and the Superintendent in order that a unit member who has been on parental leave may return at an appropriate time in consideration of the student's program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complication resulting from the pregnancy extends beyond the twelve (12) weeks in Section A above.

D. A non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of ten (10) days of his/her personal accumulation of sick leave days during his/her parental leave.

E. In recognition of providing unit members with parental leave in excess of eight (8) weeks and up to twelve (12) weeks, at the unit member's option, the Superintendent agrees not to deny the employee his/her rights MGL Chapter 149 Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

F. In the event a unit member desires a leave longer than the twelve (12) weeks requested by the unit member as provided by Section A above and which is to be used for purposes of child-rearing, the procedure set forth in Section 5 of Article XXIV shall be followed for purposes of child-rearing.

## **ARTICLE XXVI INSURANCE AND ANNUITY PROGRAMS**

Section 1. Insurance Programs

A. As long as the Town of Tewksbury agrees to pay seventy-five per cent (75%) of the cost of a health insurance plan, Blue Cross and Blue Shield, and one-half (½) of the cost of a five thousand dollar (\$5,000) Life insurance Policy and a five thousand dollar (\$5,000) Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the



employee's share on payroll checks for participating members on receipt of the proper authorization.

B. On the date of retirement, Life Insurance may be continued in the amount of five thousand dollars (\$5,000), one-half (½) of the premium to be paid for by the retiree.

C. For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the local pension group. If an individual does not desire to remain in the Insurance Plan, the retired employee may secure his/her Hospital, Surgical and Medical coverage under any conversion contract offered by Blue Cross and Blue Shield.

D. In the event the Town of Tewksbury modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the teachers.

E. M.G.L. Chapter 32B §19 will apply to unit members to the same extent it applies to all other town employees.

## Section 2. Annuity Program

In order to provide a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, the teacher may contract with the Committee pursuant to Section 37(b) of Chapter 71 of the General Laws of Massachusetts for the purchase of such annuity as part of his or her employment compensation.

## ARTICLE XXVII RETIREMENT COMPENSATION

Section 1. In order to reward long service to the children of Tewksbury through its Public Schools, the Tewksbury School Committee has instituted this plan for Retirement Compensation:

A. Yearly retirement compensation shall be paid for each of the last two (2) years before retirement.

B. To be eligible for this increase, a faculty member shall have served in the Tewksbury Public Schools for a minimum of twenty (20) years and shall be at least fifty-five (55) years of age at the time of retirement. For a faculty member retiring at seventy (70) years of age the minimum number of years of service shall be fifteen (15).

C. The basic yearly retirement compensation to be paid shall be two thousand dollars (\$2,000). For each year of service beyond twenty (20), the allowance shall be increased by five (5) per cent of the basic amount so that at the end of forty (40) years' service the allowance would be four thousand dollars (\$4,000).

<u>Years of Service</u>	<u>Allowance</u>
20	\$2,000
21	\$2,100

22	\$2,200
25	\$2,500
30	\$3,000
35	\$3,500
40	\$4,000

D. A faculty member planning to participate in this program shall notify the Superintendent of Schools in writing by February 1 of the third year previous to the date of retiring in order that funds for the retirement compensation might be included in the Appropriation Request. On September 1 of the first year the compensation is to be paid, the faculty member shall sign an "Intention to Retire" which shall set forth the anticipated date of retirement and which shall contain a predated resignation effective at the close of the second year. A faculty member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

E. In the event that a teacher, for valid and substantial reason(s), decides subsequent to said February 1 to retire earlier than he or she had anticipated, said teacher will be eligible for this retirement compensation plan subject to the approval of the Superintendent based on budgetary considerations.

## **ARTICLE XXVIII OPTIONAL SUMMER EMPLOYMENT**

Section 1. In order to promote teacher involvement in projects conducive to improving education for students in the Tewksbury School System, the Committee encourages teachers to submit proposals on said ideas, such as curriculum development, research, and/or other beneficial activities. The Committee, within its capacity to fund special projects, may, at its discretion, employ teacher(s) to work on developing said ideas toward implementation of same in the Tewksbury School System according to the guidelines in Sections 2 through 6 of this Article.

Section 2. Teachers may apply to be employed for additional working days outside the regular work year, particularly for the summer.

Section 3. The Committee shall make final determination on all such additional employment by acting upon the recommendation of the Superintendent. By endorsing this program, the Committee in no way has limited its authority to establish other programs or to determine the extent to which any such programs will operate within the available funds.

Section 4. Any persons hired for such additional employment shall be compensated in a manner consistent with the Committee's policy relative to compensation for summer workshops.

Section 5. In order to be considered for such additional employment, a teacher is to submit to the Superintendent by February 1 a proposal designed to benefit the students of the Tewksbury School System.

Section 6. The Committee shall make its determination on all such proposals in sufficient time so that a list of approved projects and positions can and will be posted in all school buildings, normally by May 15.

## **ARTICLE XXIX CHAPTER 766**

Recognizing the important responsibility of the teacher to all children under his or her care, the Association and the Committee agree that teachers shall make every reasonable effort to cooperate in the difficult and crucial task of evaluating children with special needs, that teachers are an integral part in the evaluation of special needs, and that participation by teachers on CORE evaluation teams (henceforth referred to as CET), in school evaluation teams (henceforth referred to as ISET) and/or other meeting(s) held under Chapter 766 is essential. It is therefore, further agreed that:

Section 1. Except as specified below, no teacher shall be required to give up his or her planning period, duty free lunch or recess for participation in a CET, ISET or other meeting(s) held under Chapter 766, nor, except in extraordinary circumstances, shall any other teacher be assigned supervision of any additional class in the absence of a teacher at a CET, ISET, or other meeting(s) held under Chapter 766. It is agreed that any teacher(s) may be required to give up one planning period and/or one afternoon session per month for such meetings.

Section 2. Efforts will be made to schedule CET, ISET or other meetings under Chapter 766 within the regular workday. In the event that such meeting is held outside the regular workday, the teacher will be consulted as to his/her availability for such meeting and shall be compensated at the hourly rate stated in Appendix B.

Section 3. As of the date of the execution of the 2012 - 2015 Collective Bargaining Agreement Article XXVIII, Section 3 has been deleted. The actual language deleted from the Agreement is contained in the 2012 - 2015 Memorandum of Agreement.

## **ARTICLE XXX REDUCTION IN FORCE**

Section 1. In the event that the School Committee decides to reduce the number of positions in the bargaining unit, such reduction and any layoff(s) of any member(s) of the bargaining unit resulting from such reduction shall be consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and the provisions of this Agreement.

Section 2. Definitions

A. Seniority is the length of continuous teaching service in the bargaining unit (as defined in Article I of this Agreement) commencing with the first day for which compensation was received, except that a teacher who resigned for maternity and/or

childrearing purposes prior to August 1, 1969, shall have his/her prior continuous teaching service count toward his/her seniority, and except as provided in Section 8 of this Article.

Time spent on any paid leave, including Sabbatical Leave, and/or time spent on a short-term (statutory) Parental Leave under Article XXV, Section 1, shall be included in one's seniority. Time spent on an involuntary leave of absence (i.e., layoff) shall be included in one's seniority, except as provided at the end of this paragraph. Such time shall not exceed the length of the recall period as defined in Section 5A of this Article. In the event a teacher on layoff refuses a recall to a full-time position that is open for at least half (½) of the school year through the end of the school year, then that teacher will be placed on the seniority list below the teacher accepting the recall.

Time spent on any authorized extended unpaid voluntary leave of absence will not constitute a break, but seniority will not accumulate during such periods: under these circumstances, if such teacher's revised seniority date places that teacher in a seniority tie, he/she will have the greater seniority.

Effective September 2007, in the event a unit member is granted a voluntary transfer from one department to another – i.e. from the Special Education Department to a regular education position – and said transferring unit member's seniority date in the department/subject area to which s/he is being transferred is the same as one (1) or more unit members within the receiving department/subject area, the voluntarily transferring unit member shall be placed last in that seniority date pair or date grouping and shall become the most junior member within said date pair or date grouping and no lottery shall be necessary.

In the event that two (2) or more teachers have identical lengths of continuous teaching service, teacher(s) to be laid off shall be chosen by lot. Teachers will hold seniority only in the department(s) in which they are currently teaching at the commencement of a given school year, except as they have seniority bumping rights under Section 4B.

B. Qualified, for purposes of this Article, means certified by the Massachusetts Department of Education and has meaning only for teachers with professional teacher status. For purposes of this Article, certificates must be on file in the Superintendent's office not later than June 30 of any applicable year.

C. Departments, for the purpose of this article, "Departments" shall be:

K-6 Group	Elementary Classroom Teachers
K-12 Group	Art
	Guidance
	Library
	Media Specialist
	Music
	Physical Education
	Reading

7-12 Group	Special Education (within certification)
	Business Education
	English
	Foreign Languages (within certification)
	Health
	Home Economics
	Industrial Arts
	Mathematics
	Occupational Education
	Science (within certification)
	Social Studies

*NOTE: In the event the Committee decides to change from the above organizational pattern (K6, 7-12), the parties agree to renegotiate the departments.*

Section 3. Prior to the layoff of any member(s) of the bargaining unit with professional teacher status, the following means shall be used to reduce the number of positions in the bargaining unit:

A. First, to the extent possible, natural attrition will be used to reduce the number of positions in the bargaining unit; that is, teachers who retire or resign will not be replaced by the new-hires if there is/are qualified teacher(s) available who are able to fill the positions(s) and/or who would otherwise be subject to layoff.

B. Teachers who are not under regular contract or who are on temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will not be rehired provided there are qualified permanent teachers available who are able to perform the duties of the teachers not rehired under this Section.

C. In case of further reduction in the number of positions in the unit, a teacher with professional teacher status shall not be laid off (dismissed) if there is a teacher without professional teacher status employed whose position the teacher with professional teacher status is qualified to fill.

Section 4. In the event that it is necessary to lay off (dismiss) teachers with professional teacher status, the following procedures shall be followed:

A. Teacher(s) with professional teacher status within the affected department(s) shall be laid off in the inverse order of seniority.

However, a junior teacher otherwise scheduled for layoff may under limited circumstances, be retained in his/her position if laying her/him off would substantially damage a specific academic program in a department included in Section 2C; in such event, the Committee shall establish that it is necessary to retain the junior teacher because of his/her educational background appropriate to the specific program, certification(s) appropriate to the specific program, and proven performance for more than two years in the position for the specific program. In the event that a junior teacher is retained under this provision, the next least senior teacher in the department will be laid off.

Any decision to lay off a teacher on the basis of seniority shall not be subject to the grievance and arbitration procedures of this Agreement unless the claim is based on a teacher's greater seniority. Any dispute arising from the retention of a junior teacher shall be subject to the grievance and arbitration procedures of this Agreement.

B. A teacher with professional teacher status laid off from one department who is qualified in one or more other departments shall be able to bump a less senior teacher if s/he taught previously in Tewksbury in a department into which he/she is bumping.

*NOTE: The above selection process (Section A and B) can result in one or more transfers of personnel from one (1) assignment or building to another; also, a teacher whose position is eliminated and/or who is scheduled to be laid off under Section A or B above will be allowed to transfer to an open position for which he/she is qualified.*

C. Except for unforeseen circumstances, teachers who are to be affected by a reduction in staff will be notified by June 15 of the school year preceding the school year in which the reduction is to take effect. This notice shall be treated as the notice required by Massachusetts General Laws, Chapter 71, Section 42.

D. A seniority list specifying the seniority as defined in Section 2A of each member of the bargaining unit by departments set forth in Section 2C will be prepared by the Superintendent and provided to the Association in sufficient quantity. Individuals who challenge their placement on the seniority list will notify the Association President or his/her designee in writing so that placement may be verified. Any disagreements will be submitted promptly to a single arbitrator for purposes of expedited arbitration. The costs of such arbitration shall be shared equally by the Committee and the Association as per Article V, Section 9.

E. An updated seniority list shall be supplied annually thereafter by Dec.1st.

## Section 5. Recall.

A teacher laid off pursuant to Section 4 above shall have recall rights as follows:

A. A teacher on layoff shall be recalled in the inverse order of layoff to a position in the department from which he/she was laid off, or in a department for which he/she has bumping rights under Section 4B, for a period of two (2) years after the effective date of layoff. The effective date of layoff shall be June 30th.

*NOTE: The Committee agrees not to employ a new hire for a position that someone on layoff is qualified to fill (but has not taught in Tewksbury) and who accepts recall to such position.*

B. A teacher recalled according to the provisions of the prior paragraph shall have restored to him/her all benefits of the collective bargaining Agreement, including but not limited to placement on the salary schedule and accumulated sick leave.

C. In recognition of the fact that a layoff is treated as an involuntary leave of absence with recall and other rights under the collective bargaining Agreement, a teacher who accepts a layoff in lieu of dismissal shall waive in writing any present or future rights to a dismissal hearing pursuant to Chapter 71, Section 42, or statutory appeal rights under Chapter 71, Section 43A. In the event of recall, the initially signed waiver is null and void for any subsequent termination of employment. A waiver is attached hereto as Appendix C.

A teacher may elect to have his/her layoff treated as a dismissal in which case the teacher shall be afforded his/her full statutory rights rather than the layoff and the rights pertaining thereto under the terms of the collective bargaining Agreement.

D. A teacher signing a waiver as specified in paragraph C above shall retain his/her tenure to the extent permitted by law and all applicable rights under this Agreement. Such teacher shall be eligible to remain in the group health insurance plan to the extent permitted by law by paying the full monthly premium to the Town. It is the intent of the Committee that the teachers who are placed on involuntary leave of absence status shall be eligible for unemployment compensation to the extent permitted by law.

Section 6. Teachers laid off under the provisions of this Article will be given first consideration as substitutes if they choose to be so recorded.

Section 7. Except where another professional employee of the School Committee has been employed in such position, a teacher without professional teacher status who was not rehired for reasons other than performance (see Article VI, Section 4) shall be rehired by the Committee in order of seniority in the event that a position in a department becomes open where there is no teacher with professional teacher status on the recall list qualified to fill such position. Said recall rights shall extend only for a 14-month period after his/her non-renewal (i.e., June 30th). These rights do not apply to teachers without professional status hired to fill positions on a temporary basis after October 1st.

Section 8. Effective with Committee decision(s) regarding layoff(s) from Unit B made by August 31, 1981, any administrator so laid off from Unit B shall have seniority rights in Unit A as of September 1, 1981, equal to his/her continuous professional service in Tewksbury, for a teaching position in a department in which such administrator had previously taught in Tewksbury, said teaching service and administrative service to be a part of the administrator's continuous professional service. The other seniority rules of the parties' Agreement in Section 2A are applicable to such administrators upon entrance into Unit A effective September 1, 1981. Other administrators laid off from Unit B subsequent to August 31, 1981, shall have no seniority rights in Unit A except as to continuous service commencing with reentrance into Unit A.

## **ARTICLE XXXI PART-TIME EMPLOYMENT**

The Association and the Committee agree to the following conditions for part-time teachers who are employed for more than three (3) teaching periods/blocks per day or more than fifteen (15) teaching periods/blocks per week at the secondary level and for more than three (3) hours per day and more than fifteen (15) hours per week at the elementary level (K-5); provided, however, at the High School, a part-time teacher may be scheduled to work no more than three (3) blocks per semester.

Section 1. Salary and all benefits, including sick leave for example, shall be on a pro rata basis, with the exception of health insurance benefits which will be paid in accordance with the current criteria for enrollment as designated by the Town of Tewksbury.

Section 2. All workload responsibilities, including teaching and non-teaching duties shall be on the same pro rata basis as salary and benefits as shown in Section 1 above. In the event that some duties do not lend themselves easily to a pro rata distribution (for example, homeroom in some situations) the assignment of the pro rata rule to such instances shall be determined by the Superintendent of Schools and the application will be worked out mutually by the building principal and the teacher.

Section 3. Seniority for part-time unit employees shall be as follows:

A. In the event that a unit employee is reduced in time due to budgetary constraints or other reasons beyond the control of the employee, the unit employee shall continue to receive full seniority credit while working in such part-time position.

B. In the event that a unit employee voluntarily seeks and accepts a part-time position in the unit, said employee shall receive pro rata seniority on the same pro rata basis as salary and benefits (Section 1 above).

Section 4. Part-time employees hired on or after September 1, 1993 to teach less than the minimal requirements referred to above will be compensated at the hourly rate as set forth in Appendix B.

## **ARTICLE XXXII SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or the enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of



arriving at a mutually satisfactory replacement of such Article or section during the period of the invalidity or restraint.

### **ARTICLE XXXIII INDUCTION AND MENTORING PROGRAM**

Section 1. The purpose of the induction and mentoring program is to ensure that each bargaining unit member new to the system receives guidance, information, support and training in accordance with MGL. Chapter 71, section 38G as s/he undertakes his/her professional role and responsibilities.

Section 2. No later than May 31 or when the Appendix B positions are posted of each school year, the administration shall post the positions of mentor(s) in each building. In addition to the posting requirements of the Collective Bargaining Agreement, the posting shall include the anticipated number of mentors needed in each building and in each curriculum area. If subsequent to May 31 it is determined that additional mentors are needed, the positions shall be posted as above.

Section 3. A mentor shall have achieved professional status in the Tewksbury Public Schools. New mentors (in year 1) are required to participate in a twelve (12) hour training during the summer before serving as a mentor. Training must be renewed every five (5) years to continue mentoring. Mentors in years 2-5 are required to participate in a six (6) -hour training during the summer prior to mentoring a new mentee. The mentor and the mentee will attend six (6) after-school meetings during the school year. These meetings will be scheduled during nonschool time. Absenteeism from these meetings may result in a prorated deduction from the relative stipend(s) or salary schedule credits listed below in Sections A. through E.

A. Mentors in year one (1) of initial training: At the option of the mentor, the current Appendix B stipend rate per first mentee or three (3) salary schedule credits per mentee or a combination thereof. No one, however, may receive compensation in the form of more than three (3) salary schedule credits in any one (1) school year.

B. Mentors in years two (2) through five (5) after initial training: At the option of the mentor, the current Appendix B stipend rate per first mentee or three (3) salary schedule credits per mentee or a combination thereof. No one, however, may receive compensation in the form of more than three (3) salary schedule credits in any one (1) school year.

C. Mentors may take the option of three (3) salary schedule credits one (1) time only.

D. If the mentor chooses to mentor more than one (1) mentee in the same school year, the mentor would receive the current Appendix B stipend rate per additional mentee in addition to the full mentor stipend or credit option listed in Section A and Section B above for the first mentee in that same school year.

E. Mentee: Mentees will receive the current Appendix B stipend rate for program participation. These meetings will be scheduled during non-school time.

Absenteeism from these meetings may result in a prorated deduction from the relative stipend.

Section 4. A mentor shall meet monthly with his/her mentee at a mutually agreeable time, and together the mentor and mentee will keep a log of said meetings.

Section 5. When the number of mentors is six (6) or more, each mentor shall receive up to twelve (12) hours of training during the summer prior to beginning his/her work with a mentee.

The mentor and the mentee will attend four (4) meetings during the school year. These meetings will be scheduled during non-school time.

Section 6. A mentor shall meet monthly with his/her mentee at a mutually agreeable time, and together the mentor and mentee will keep a log of said meetings.

Section 7. Time shall be provided at least once per quarter for the mentee or the mentor and the mentee to observe other classes or personnel. It is the responsibility of the mentor to arrange observation opportunities. Participation on the part of the personnel to be observed is voluntary. Personnel willing to be observed shall have at least five (5) school days' notice.

Section 8. All communication between the mentor and the mentee is confidential. Any written materials shall be given to the mentee no later than the end of the school year and shall be used only within the mentoring process.

Section 9. Every effort shall be made to involve all professional status teachers interested in being a mentor in the "Induction and Mentoring Program."

#### **ARTICLE XXXIV HEALTH, SAFETY and SECURITY**

The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

Section 1. To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings.

The administration shall maintain an ample supply of replacement badges. Any teacher who misplaces or forgets the badge may obtain a replacement badge in the office. Teachers who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

Section 2. The parties shall establish a Health, Safety and Security Committee (HSSC) in each building. The HSSC shall be composed of the Building Principal, the building's Head Custodian and the Association's building representatives. The HSSC shall meet at least quarterly and will review conditions affecting the health, safety and security of the building. A Building HSSC shall refer all questions or concerns which are unresolved at the building level to the system-wide School Maintenance Foreman for report and recommended action as s/he

deems appropriate. If the matter is not resolved within thirty (30) days after completion of a review by the School Maintenance Foreman, it will be referred to the Business Manager. Thereafter the Association President may seek a further review of such matters with the Superintendent of Schools.

#### **ARTICLE XXXV CORI AND FINGERPRINTING CHECKS**

Section 1. In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

Section 2. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

Section 3. All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

Section 4. After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

Section 5. In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check.

#### **ARTICLE XXXVI DURATION**

Section 1. This Agreement constitutes Committee policy for the term and within the scope of said Agreement, and the Committee shall carry out the commitments contained herein and give them full force and effect as Committee policy.


Section 2. Subject to the provisions of Article VII Section 9, this Agreement shall become effective on September 1, 2021 and shall continue in full force and effect to and including August 31, 2024 and shall thereafter automatically renew itself for successive one (1) year terms unless by the October 1 next prior to the expiration of the contract year involved either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this Agreement.

Section 3. If the Committee and the Association have failed to reach agreement by December 1, they jointly or either of them separately may petition the State Board of Conciliation and Arbitration to initiate the statutory impasse procedures in accordance with the provisions of General Laws Chapter 150E.

Section 4. If any other bargaining unit settles for greater wage package, the Association reserves the right to reopen pertaining to those issues.

Agreed to this 16th day of March 2022.

**Tewksbury School Committee**

  
Bridget Garabedian, Chairperson

  
Keith Sullivan, Vice-Chairperson

  
Kayla Biagioni-Smith, Clerk


  
Nicholas Parsons, Member

  
Richard Russo, Jr., Member

  
Brenda Theriault-Regan, Superintendent

**Tewksbury Teachers Association**

  
Conner Bourgoin, President

  
Emily Niles, Co-Vice President

  
Emily Noel, Co-Vice President

## **NOTES**

**Appendix A Salary Schedule:**

- a. Maintain same number of steps and lanes as exist in the 2018-2021 Collective Bargaining Agreement.
- b. Salary tables for FY22, FY23 and FY24 are attached hereto (ATTACHMENT 1), reflecting:
  - i. Adjustments to salary amounts on steps 8, 9 and 10 for FY23 and FY24:  
  
FY23: Add **\$200** to each cell on step 8  
Add **\$400** to each cell on step 9  
Add **\$600** to each cell on step 10  
  
FY24: Add **\$200** to each cell on step 8  
Add **\$400** to each cell on step 9  
Add **\$600** to each cell on step 10
  - ii. Effective September 1, 2021, increase salary table amounts by **2.25%**.  
Effective September 1, 2022, increase salary table amounts by **2.25%**,  
Effective September 1, 2023, increase salary table amounts by **2.25%**

<b>SALARY TABLES 2021-2022</b>											
<b>ST</b>	<b>BACH</b>	<b>B+15</b>	<b>B+30</b>	<b>MASTRS</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45/ CAGS</b>	<b>M+60/ DOC</b>	<b>M+75/ DOC+15</b>	<b>M+90/ DOC+30</b>	<b>M+105</b>
1	\$50,333	\$51,430	\$52,532	\$54,381	\$56,126	\$57,867	\$59,648	\$61,390	\$63,134	\$65,954	\$67,934
2	\$55,350	\$56,542	\$57,726	\$60,467	\$62,209	\$63,953	\$65,732	\$67,474	\$69,220	\$72,041	\$74,203
3	\$58,134	\$59,317	\$60,12	\$62,247	\$64,992	\$66,734	\$6,514	\$70,258	\$72,002	\$74,822	\$77,067
4	\$61,597	\$62,787	\$63,979	\$66,712	\$68,456	\$70,199	\$71,977	\$73,722	\$75,465	\$78,287	\$80,634
5	\$65,058	\$66,254	\$67,435	\$70,236	\$71,979	\$73,724	\$75,504	\$77,247	\$78,990	\$1,813	\$84,269
6	\$71,277	\$72,486	\$73,684	\$75,949	\$77,692	\$79,436	\$81,214	\$82,958	\$84,703	\$87,524	\$90,149
7	\$72,590	\$73,831	\$75,069	\$80,776	\$82,523	\$84,269	\$86,044	\$87,789	\$89,532	\$92,355	\$95,122
8	\$73,975	\$75,214	\$76,451	\$82,436	\$84,236	\$86,036	\$87,837	\$89,640	\$91,441	\$94,263	\$97,087
9	\$75,833	\$77,076	\$78,309	\$84,239	\$86,040	\$87,841	\$89,644	\$91,445	\$93,246	\$96,066	\$98,948
10				\$86,224	\$88,026	\$89,827	\$91,630	\$93,430	\$95,231	\$98,053	\$100,994

<b>SALARY TABLES 2022-2023</b>											
<b>ST</b>	<b>BACH</b>	<b>B+15</b>	<b>B+30</b>	<b>MASTRS</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45/ CAGS</b>	<b>M+60/ DOC</b>	<b>M+75/ DOC+15</b>	<b>M+90/ DOC+30</b>	<b>M+105</b>
1	\$51,465	\$52,587	\$53,714	\$55,604	\$57,389	\$59,169	\$60,990	\$62,771	\$64,555	\$67,438	\$69,462
2	\$56,595	\$57,814	\$59,025	\$61,827	\$63,609	\$65,392	\$67,211	\$68,992	\$70,778	\$73,662	\$75,872
3	\$59,442	\$60,652	\$61,873	\$64,670	\$66,454	\$68,236	\$70,055	\$71,839	\$73,622	\$76,506	\$78,801
4	\$62,983	\$64,199	\$65,418	\$68,213	\$69,997	\$71,778	\$73,596	\$75,381	\$77,163	\$80,048	\$82,449
5	\$66,521	\$67,745	\$68,952	\$71,816	\$73,598	\$75,383	\$77,203	\$78,985	\$80,767	\$83,654	\$86,165
6	\$72,881	\$74,117	\$75,342	\$77,658	\$79,440	\$81,223	\$83,041	\$84,825	\$86,609	\$89,493	\$92,177
7	\$74,224	\$75,492	\$76,758	\$82,594	\$84,380	\$86,165	\$87,980	\$89,764	\$91,547	\$94,433	\$97,262
8	\$75,839	\$77,106	\$78,371	\$84,491	\$86,331	\$88,172	\$90,013	\$91,856	\$93,699	\$96,584	\$99,472
9	\$77,939	\$79,210	\$80,471	\$86,534	\$88,376	\$90,217	\$92,061	\$93,903	\$95,744	\$98,627	\$101,575
10				\$88,764	\$90,607	\$92,448	\$94,292	\$96,132	\$97,973	\$100,859	\$103,867



<b>SALARY TABLES 2023-2024</b>											
<b>ST</b>	<b>BACH</b>	<b>B+15</b>	<b>B+30</b>	<b>MASTRS</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45/ CAGS</b>	<b>M+60/ DOC</b>	<b>M+75/ DOC+15</b>	<b>M+90/ DOC+30</b>	<b>M+105</b>
1	\$52,623	\$53,770	\$54,922	\$56,855	\$58,680	\$60,501	\$62,362	\$64,184	\$66,007	\$68,956	\$71,025
2	\$57,869	\$59,115	\$60,353	\$63,218	\$65,040	\$66,864	\$68,724	\$70,544	\$72,370	\$75,320	\$77,580
3	\$60,780	\$62,017	\$63,265	\$66,125	\$67,950	\$69,771	\$71,631	\$73,455	\$75,279	\$78,227	\$80,574
4	\$64,401	\$65,644	\$66,890	\$69,748	\$71,572	\$73,393	\$75,252	\$77,077	\$78,899	\$81,849	\$84,304
5	\$68,018	\$69,269	\$70,504	\$73,432	\$75,254	\$77,079	\$78,940	\$80,762	\$82,585	\$85,536	\$88,104
6	\$74,521	\$75,785	\$77,038	\$79,405	\$81,227	\$83,051	\$84,910	\$86,734	\$88,557	\$91,507	\$94,251
7	\$75,894	\$77,190	\$78,485	\$84,452	\$86,278	\$88,104	\$89,960	\$91,784	\$93,606	\$96,558	\$99,451
8	\$77,746	\$79,041	\$80,335	\$86,592	\$88,473	\$90,356	\$92,238	\$94,123	\$96,007	\$98,957	\$101,910
9	\$80,093	\$81,392	\$82,682	\$88,881	\$90,765	\$92,647	\$94,532	\$96,416	\$98,298	\$101,247	\$104,260
10				\$91,362	\$93,245	\$95,128	\$97,014	\$98,895	\$100,778	\$103,728	\$106,804

## APPENDIX B

The parties shall form a joint committee, composed of two (2) representatives designated by the Association, and two (2) representatives designated by the Committee, to meet at least monthly to study Appendix B co-curricular positions. The committee shall consider:

- Whether the current stipend amounts are equitable relative to one another, considering such factors as the relative time commitments and student enrollment and interest associated with each position.
- Potential reorganization, consolidation, addition or deletion of co-curricular positions
- Equitable reallocation of stipend amounts among the existing co-curricular positions.

The committee shall submit recommendations, if any, to the parties for bargaining no later than June 30, 2023 with respect to any amendments to Appendix B.

ACADEMIC POSITIONS				
<u>Position</u>	<u>Level</u>	<u>FY22 RATE</u>	<u>FY23 RATE</u>	<u>FY24 RATE</u>
CASE MANAGER	ALL Schools	\$2,961	\$3,005	\$3,035
DEPARTMENT HEADS - Math/Eng/Guidance/Soc Studies/Science	TMHS	\$7,371	\$7,482	\$7,556
HEAD TEACHER (ELL)	ALL Schools	\$3,000	\$3,045	\$3,075
HEAD TEACHERS	K-4 (not Dewing)	\$3,000	\$3,045	\$3,075
INSTRUMENTAL MUSIC - ELEMENTARY	ELEM	\$1,228	\$1,246	\$1,259
LEAD TEACHER - SPED/Wellness/Art/Tech/Forgn Lang	Systemwide	\$3,000	\$3,045	\$3,075
MENTEE(S)	Systemwide	\$312	\$317	\$320
MENTOR (ADDITIONAL MENTEE)	Systemwide	\$609	\$618	\$624
MENTOR LEADERS (2)	Systemwide	\$3,091	\$3,137	\$3,169
MENTORS (TRAINING YEAR)	Systemwide	\$1,625	\$1,649	\$1,666
MENTORS (NON-TRAINING YEAR)	Systemwide	\$1,217	\$1,235	\$1,248
PLC LEADERS	Systemwide	\$2,410	\$2,446	\$2,471
TEAM LEADER	RYAN	\$2,316	\$2,351	\$2,374
TEACHER HOURLY	ALL Schools	\$33.01	\$34.51	\$34.86

ATHLETIC POSITIONS				
<u>Position</u>	<u>Level</u>	<u>FY22 RATE</u>	<u>FY23 RATE</u>	<u>FY24 RATE</u>
BASEBALL	Freshmen	\$3,276	\$3,325	\$3,358
BASEBALL	Junior Varsity	\$3,604	\$3,658	\$3,695
BASEBALL	Varsity	\$5,833	\$5,920	\$5,980
BASKETBALL BOYS	Freshmen	\$3,276	\$3,325	\$3,358
BASKETBALL BOYS	Junior Varsity	\$3,604	\$3,658	\$3,695
BASKETBALL BOYS	Varsity	\$5,833	\$5,920	\$5,980
BASKETBALL GIRLS	Freshmen	\$3,276	\$3,325	\$3,358
BASKETBALL GIRLS	Junior Varsity	\$3,604	\$3,658	\$3,695
BASKETBALL GIRLS	Varsity	\$5,833	\$5,920	\$5,980
CHEERLEADING FALL	Varsity	\$3,458	\$3,510	\$3,545
CHEERLEADING WINTER	Varsity	\$3,458	\$3,510	\$3,545
CROSS COUNTRY BOYS	Varsity	\$5,833	\$5,920	\$5,980
CROSS COUNTRY GIRLS	Varsity	\$5,833	\$5,920	\$5,980
CROSS COUNTRY ASSISTANTS (BOYS & GIRLS)	Varsity	\$3,605	\$3,659	\$3,696
EQUIPMENT MANAGER	ALL LEVELS	\$5,833	\$5,920	\$5,980
FIELD HOCKEY	Junior Varsity	\$3,604	\$3,658	\$3,695
FIELD HOCKEY	Varsity	\$5,833	\$5,920	\$5,980
FOOTBALL	Freshmen	\$5,067	\$5,143	\$5,194
FOOTBALL	Varsity	\$9,982	\$10,132	\$10,233
FOOTBALL ASSISTANT	Freshmen	\$3,604	\$3,658	\$3,695
FOOTBALL ASSISTANT(S)	Varsity	\$5,067	\$5,143	\$5,194
FOOTBALL FIRST ASSISTANT	Varsity	\$5,242	\$5,321	\$5,374
GOLF	Junior Varsity	\$2,637	\$2,677	\$2,703
GOLF	Varsity	\$4,604	\$4,673	\$4,720

ATHLETIC POSITIONS				
<u>Position</u>	<u>Level</u>	<u>FY22 RATE</u>	<u>FY23 RATE</u>	<u>FY24 RATE</u>
GYMNASTICS	Varsity	\$4,604	\$4,673	\$4,720
ICE HOCKEY BOYS	Junior Varsity	\$3,658	\$3,713	\$3,750
ICE HOCKEY BOYS	Varsity	\$5,833	\$5,920	\$5,980
ICE HOCKEY BOYS ASSISTANT	Varsity	\$3,658	\$3,713	\$3,750
ICE HOCKEY GIRLS	Junior Varsity	\$3,658	\$3,713	\$3,750
ICE HOCKEY GIRLS	Varsity	\$5,833	\$5,920	\$5,980
ICE HOCKEY GIRLS ASSISTANT	Varsity	\$3,658	\$3,713	\$3,750
LACROSSE BOYS	Junior Varsity	\$3,658	\$3,713	\$3,750
LACROSSE BOYS	Varsity	\$5,833	\$5,920	\$5,980

LACROSSE GIRLS	Junior Varsity	\$3,658	\$3,713	\$3,750
LACROSSE GIRLS	Varsity	\$5,833	\$5,920	\$5,980
SOCCER BOYS	Junior Varsity	\$3,658	\$3,713	\$3,750
SOCCER BOYS	Varsity	\$5,833	\$5,920	\$5,980
SOCCER GIRLS	Junior Varsity	\$3,658	\$3,713	\$3,750
SOCCER GIRLS	Varsity	\$5,833	\$5,920	\$5,980
SOFTBALL	Freshmen	\$3,276	\$3,325	\$3,358
SOFTBALL	Junior Varsity	\$3,604	\$3,658	\$3,695
SOFTBALL	Varsity	\$5,833	\$5,920	\$5,980
SWIM TEAM	Intramural	\$1,638	\$1,663	\$1,679
TENNIS BOYS VARSITY	Varsity	\$4,604	\$4,673	\$4,720
TENNIS GIRLS VARSITY	Varsity	\$4,604	\$4,673	\$4,720
TRACK SPRING BOYS VARSITY	Varsity	\$5,833	\$5,920	\$5,980
TRACK SPRING BOYS VARSITY ASSISTANT(S)	Varsity	\$3,604	\$3,658	\$3,695
TRACK SPRING GIRLS VARSITY	Varsity	\$5,833	\$5,920	\$5,980
TRACK SPRING GIRLS VARSITY ASSISTANT(S)	Varsity	\$3,604	\$3,658	\$3,695
TRACK WINTER BOYS VARSITY	Varsity	\$5,833	\$5,920	\$5,980
TRACK WINTER GIRLS VARSITY	Varsity	\$5,833	\$5,920	\$5,980
TRACK WINTER VARSITY ASSISTANTS (GIRLS AND BOYS)	Varsity	\$3,604	\$3,658	\$3,695
VOLLEYBALL	Varsity	\$5,833	\$5,920	\$5,980
VOLLEYBALL	Junior Varsity	\$3,604	\$3,658	\$3,695
WEIGHT LIFTING (PER SEASON: FALL, WINTER, SPRING)	ALL LEVELS	\$1,637	\$1,662	\$1,678
WRESTLING	Junior Varsity	\$3,604	\$3,658	\$3,695
WRESTLING	Varsity	\$5,833	\$5,920	\$5,980

INTRAMURAL POSITIONS				
<u>Position</u>	<u>Level</u>	<u>FY22 RATE</u>	<u>FY23 RATE</u>	<u>FY24 RATE</u>
INTRAMURAL DIRECTOR (FULL YEAR)	ALL LEVELS	\$1,637	\$1,662	\$1,678
INTRAMURAL INSTRUCTOR (HALF YEAR)	ALL LEVELS	\$819	\$831	\$840

<b>MISCELLANEOUS EXTRACURRICULAR POSITIONS</b>				
<b><u>Position</u></b>	<b><u>Level</u></b>	<b><u>FY22 RATE</u></b>	<b><u>FY23 RATE</u></b>	<b><u>FY24 RATE</u></b>
ACADEMIC DECATHALON	TMHS	\$2,458	\$2,495	\$2,520
ART SHOW	TMHS	\$819	\$831	\$840
BAND DIRECTOR	WMS	\$1,637	\$1,662	\$1,678
BEST BUDDIES	TMHS	\$1,637	\$1,662	\$1,678
CHORAL DIRECTOR HIGH SCHOOL	TMHS	\$1,637	\$1,662	\$1,678
CLASS ADVISOR - FRESHMAN CLASS	TMHS	\$1,637	\$1,662	\$1,678
CLASS ADVISOR - SOPHOMORE CLASS	TMHS	\$1,637	\$1,662	\$1,678
CLASS ADVISOR - JUNIOR CLASS	TMHS	\$1,637	\$1,662	\$1,678
CLASS ADVISOR - SENIOR CLASS	TMHS	\$2,458	\$2,495	\$2,520
COLOR GUARD INSTRUCTOR	TMHS	\$1,228	\$1,246	\$1,259
CONCERT BAND AND JAZZ ENSEMBLE	TMHS	\$2,458	\$2,495	\$2,520
DEBATING CLUB (MOCK TRIAL)	TMHS	\$2,458	\$2,495	\$2,520
DECA	TMHS	\$3,670	\$3,725	\$3,762
DETENTION (2 DAYS/WK)	WMS	\$2,316	\$2,351	\$2,374
DETENTION (3 DAYS/WK)	TMHS	\$6,946	\$7,050	\$7,121
DRAMA COACH	WMS	\$3,600	\$3,654	\$3,691
DRAMA COACH ASSISTANT	WMS	\$1,229	\$1,247	\$1,260
DRAMA-ARTISTIC DIRECTOR (FALL/SPRING)	TMHS	\$3,500	\$3,553	\$3,588
DRAMA-ARTISTIC DIRECTOR (WINTER)	TMHS	\$1,750	\$1,776	\$1,794
DRAMA-TECHNICAL DIRECTOR (FALL/SPRING)	TMHS	\$3,500	\$3,553	\$3,588
DRAMA-TECHNICAL DIRECTOR (WINTER)	TMHS	\$1,750	\$1,776	\$1,794
ECHO ADVISOR	TMHS	\$1,637	\$1,662	\$1,678
INTERNATIONAL CLUB	TMHS	\$1,637	\$1,662	\$1,678

<b>MISCELLANEOUS EXTRACURRICULAR POSITIONS</b>				
<b><u>Position</u></b>	<b><u>Level</u></b>	<b><u>FY22 RATE</u></b>	<b><u>FY23 RATE</u></b>	<b><u>FY24 RATE</u></b>
JUNIOR CLASSICAL	TMHS	\$3,670	\$3,725	\$3,762
LITERARY MAGAZINE	WMS	\$2,458	\$2,495	\$2,520
MARCHING & MANEUVERING INST.	TMHS	\$2,458	\$2,495	\$2,520
MARCHING BAND DIRECTOR	TMHS	\$4,094	\$4,155	\$4,197
MATH LEAGUE	TMHS	\$2,458	\$2,495	\$2,520
MATH TEAM	WMS	\$2,458	\$2,495	\$2,520
NATIONAL HONOR SOCIETY	TMHS	\$3,670	\$3,725	\$3,762
NEWSPAPER	WMS	\$2,316	\$2,351	\$2,374
PEER LEADERSHIP	TMHS	\$1,637	\$1,662	\$1,678
PERCUSSION INSTRUCTOR	TMHS	\$984	\$999	\$1,009
ROBOTICS CLUB	TMHS	\$3,670	\$3,725	\$3,762
SADD	TMHS	\$1,637	\$1,662	\$1,678
SEAL OF BILITERACY LEADER	TMHS	\$1,637	\$1,662	\$1,678
STUDENT COUNCIL	TMHS	\$3,670	\$3,725	\$3,762
STUDENT COUNCIL	WMS	\$2,458	\$2,495	\$2,520
TREASURER/STUDENT ACTIVITIES	TMHS	\$3,670	\$3,725	\$3,762
YEARBOOK	WMS	\$1,637	\$1,662	\$1,678
YEARBOOK	TMHS	\$4,915	\$4,989	\$5,039

## APPENDIX C WAIVER

I, \_\_\_\_\_ understand that I am being laid off by the Tewksbury School Committee.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining agreement, as amended, between the Committee and the Tewksbury Teachers Association and during which I retain statutory tenure rights to the extent permitted by law. I understand also that from the beginning of my involuntary unpaid leave of absence I am eligible for unemployment compensation to the extent permitted by law. I also understand that I am eligible to remain in the group health insurance program to the extent permitted by law by paying the full monthly premium to the Town.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave (recall period) my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under General Laws, Chapter 71, Section 42, in order to protect my contractual rights under the collective bargaining agreement as negotiated pursuant to General Laws Chapter 150E.

In the event of my recall this release is null and void for any subsequent termination of employment.

Employee \_\_\_\_\_

Date \_\_\_\_\_



## **APPENDIX D**

### **D-1: TUITION REIMBURSEMENT**

The Committee will pay a portion of the cost of tuition for courses at an accredited state or private college or university or distance learning institution.

Section 1. Payment of tuition reimbursement shall be subject to the following conditions:

- A. A teacher seeking course reimbursement will request written approval from the Superintendent.
- B. The Superintendent of Schools grants written approval of the course thirty (30) days prior to the start of a semester or tri-semester.
- C. In order to be considered for reimbursement, courses must be in the teacher's area(s) of certification, Special Education, Technology-related or otherwise approved by the Superintendent as relevant to the teacher's assignment.
- D. Reimbursement will not be made for a course unless a grade of B or better is attained.
- E. Request for reimbursement shall be accompanied by an official grade report or an official transcript and proof of payment.

Section 2. A teacher is entitled to a maximum of seven hundred fifty dollars (\$750) per course reimbursement per school year, except as provided in Section 3 of this Article. The Committee's liability for such payments is limited to a total appropriation for such reimbursements not to exceed sixty-six thousand dollars (\$66,000). Prior to the beginning of the successor contract, administration and the Union will review two years' worth of tuition reimbursement data and changes may be made to this provision.

A teacher may request tuition reimbursement, up to the amount allocated in the above section, once per school year.

Section 3. Reimbursement will be made on a first-come, first-serve basis.

Section 4. Assuming that the criteria/conditions contained in Section 1 herein are met, the Superintendent's approval will not be unreasonably withheld.

### **D-2: GUIDELINES FOR SALARY LEVEL DIFFERENTIALS**

#### **SALARY DIFFERENTIALS**

Bachelors Degree plus 15 credits

Bachelors Degree plus 30 credits

Masters Degree

Masters Degree plus 15 credits

Masters Degree plus 30 credits

Masters Degree plus 45 credits or Certificate of Advanced Graduate Study (CAGS) Masters

Degree plus 60 credits or Doctorate

Masters Degree plus 75 credits or Doctorate plus 15 credits  
Masters Degree plus 90 or Doctorate plus 30 credits  
Masters Degree plus 105 credits or Doctorate plus 45 credits

**Eligible Graduate Credits** - College credits and degrees offered to satisfy the requirements of the salary guide shall be earned at institutions of collegiate grade which have been accredited by one of the six (6) Regional Accrediting Agencies. Graduate credits earned must be eligible for full transfer into a graduate degree bearing program at the institution, and must be listed as graduate level credit on the official transcript.

**Bachelors Degree plus 15 credits and Bachelors Degree plus 30 credits** - In order to be eligible for a salary differential under these levels, a teacher shall have earned them in approved courses.

**Masters Degree “plus” Levels referenced above**

- A. In order to be eligible for a salary differential under the above Graduate Credit Levels, the courses shall fulfill at least one of the following three criteria:
1. The credits shall be earned in areas which the teacher is certified, either as a primary or secondary certification, by the Massachusetts Department of Elementary and Secondary Education.
  2. The credits shall be earned in an area in which the teacher is assigned, or in an area related to the teacher's assignment. (Example of related area: Developmental Reading for an English Teacher).
  3. The credits shall be earned in the same area as the Masters Degree Major.
- B. Courses not fulfilling at least one of the above criteria may be accepted for a salary differential upon the approval of the Superintendent of Schools.
- C. In areas in which graduate courses are limited or not available, exceptions to the three (3) criteria above may be made upon the approval of the Superintendent. (Example: Industrial Arts.)
- D. All credits for these training levels must be earned after and beyond the date of completing the Masters Degree except as follows. Up to three (3) graduate credits earned while matriculating in a Masters program but outside that program will be credited towards the M + 15 column if meeting the above criteria.

**Effective Dates of the Program** - Unit members who submit written request for salary differential and appropriate documentation (official transcripts, or copy of diploma with conferred degree to the Office of the Superintendent) prior to the dates specified below shall be eligible for the applicable salary differential set forth herein, such payment to be effective as follows:

**Date of Submission**

Prior to October 1

**Effective Date of Payment**

First pay period of that school year

On or after October 1, but not later than March 31 - Fourteenth pay period of that school year

On or after April 1, but not later than August 31 - First pay period of the next school year

## APPENDIX E TEACHER EVALUATION SYSTEM

### 1. The Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

The regulatory purposes of evaluation are:

To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability,

To provide a record of facts and assessments for personnel decisions,

The Tewksbury Public School District purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

### 2. Definitions

**Artifacts of Professional Practice:** Educator developed work products which may include photography, videotaping or audio taping and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

**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, reading specialists and special education teachers.

**Classroom Teacher:** Educators who teach Pre-K-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. This definition may also include special education teachers and reading specialists who teach whole classes.

**Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one (1) or more Standards of Effective Teaching Practice (603 CMR 35.03).

**DESE:** The Massachusetts Department of Elementary and Secondary Education

**District Determined Measures (DDMs):** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, district developed pre and post unit and course assessments, and capstone projects. Administrators, teachers by department, and grade level teams will collaboratively generate measures of student growth. The 2013-2014 year will be a pilot year and these measures shall be locally bargained by the parties and follow the DESE guidelines.

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

**Educator Plan (EP):** 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 (4) types of Educator Plans:

- A. **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 (NPTS) or for an Educator with Professional Teacher Status (PTS) who has been assigned a position which requires the use of a different educator license and in a different school building. The educator shall be evaluated at least annually.
- B. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one (1) or two (2) school years for Educators with PTS who are rated proficient or exemplary.
  - ☐ For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two (2) years.
  - ☐ For Educators whose impact on student learning is low, the Educator Plan shall be for one (1) year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.
- C. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one (1) school year or less for Educators with PTS who are rated "needs improvement." There shall be a summative evaluation at the end of the period determined by the plan and if the Educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an Improvement Plan.
- D. **Improvement Plan** shall mean a plan developed by the Evaluator with Educator input of at least thirty calendar days, or a realistic time period sufficient to achieve the goals outlined in the Improvement Plan. The Plan shall be no less than thirty (30) school days and no more than one (1) school year for Educators with PTS who are rated "Unsatisfactory" with goals specific to improving the Educator's unsatisfactory performance.

**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").

**Evaluator:** Any building administrator, who is appropriately licensed, trained and designated by the Superintendent who has 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 Evaluator at any one time responsible for determining performance ratings. A list of evaluators and the educators to whom they are assigned to evaluate each school year will be included in the opening day material. Evaluator shall be the building principal or the assistant principal who determines the Educator's performance ratings and evaluation.

- A. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one (1) 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 Evaluator will be.
- B. **Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

**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.

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

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

**Formative Assessment (FA):** 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.

**Formative Evaluation (FE):** An evaluation conducted at the end of Year 1 for an Educator on a two 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.

**Goal (G):** A specific measurable, actionable, relevant, and timely goals are areas 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 Educator, by the Evaluator, by the Evaluator and the Educator, or by a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

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

**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 DESE guidance.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one (1) or more classroom or worksite visits(s) of at least five (5) minutes unannounced or ten (10) minutes announced in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. All Classroom or worksite observations conducted pursuant to this Article must result in feedback to the Educator using the agreed upon protocols.

**Parties:** The Association and the Committee are the parties to this agreement.

**Performance Rating:** Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four (4) performance ratings:

- A. **Exemplary:** The Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation.
- B. **Proficient:** The Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation.
- C. **Needs Improvement:** The Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

- D. **Unsatisfactory:** The Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of "Needs Improvement," or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate or both.

**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.

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

**Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement.

**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 (4) Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

**Rubric:**

In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the educator's practice at the four (4) levels of performance. The rubric consists of:

- A. Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- B. Descriptors: Define the individual elements of each of the indicators under the standards.
- C. Benchmarks: Describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks, one describing performance at each performance rating: Exemplary, Proficient, Needs Improvement and Unsatisfactory.

**Self-Assessment (SA):** The evaluation cycle shall include the Educator's SA self-assessment addressing Performance Standards. The Educator shall provide such *information, in the form of SelfAssessment, by October 1<sup>st</sup>. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goal with the educator, based on the educator's self-assessment and other sources that the Evaluator shares with the Educator.*

**Summative Evaluation (SE):** 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. The Summative Evaluative Rating must be based on evidence from multiple categories. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching All Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four (4) standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts General Laws.

**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.

**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.

**Trends in Student Learning:** At least three (3) years of data from the locally bargained 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 District and TTA will put together a two-year subcommittee, starting in the 2019-2020 school year, regarding the many upcoming recommendations that DESE is making on the teacher evaluation system, so that both parties will have data necessary for the next negotiations (2021-2024).

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

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

- ☐ 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;
- ☐ Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) and locally bargained measures of student learning comparable across grade or subject district-wide.
- ☐ Measures of student progress and/or achievement toward student learning goals set mutually between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- ☐ For Educators whose primary role is not as a classroom teacher, the appropriate measure(s) of the Educator's contribution to student learning, growth, and achievement shall be locally bargained. The measure(s) shall be based on the Educator's role and responsibility.

#### B. Observations and artifacts of practice including:

- ☐ Unannounced observations of practice
- ☐ Announced observations of practice



☐ Examination of Educator work products

☐ Examination of student work products

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

☐ Evidence compiled and presented by the Educator, including;

- 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;
- Evidence of active outreach to and engagement with families;
- Student feedback collected by the district, starting in the 2014-2015 school year;
- DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

#### **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 rubrics are attached to this Agreement.

#### **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 in conjunction with the Association determine the type and quality of training based on guidance provided by DESE.
- B. By Oct. 1<sup>st</sup> of the first year of this agreement, all new NPTS Educators (and PTS educators using this evaluation system for the first time) shall be trained on self-assessment and goal setting through professional learning activities.

Any Educator hired after the Oct. 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three (3) months of the date of hire. The Superintendent shall work with the Association to determine the most effective means to provide this training.

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

At the beginning of each school year but no later than September 15<sup>th</sup>, the Superintendent, Principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The Superintendent, Principal or designee shall:

- ☐ Provide an overview of the evaluation process, including goal setting and the educator plans.
- ☐ Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- ☐ Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities:
- ☐ Provide all Educators with a list of the locally bargained measures to be used that school year.

The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

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

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

The evaluation cycle begins with the Educator completing and submitting to the Evaluator a selfassessment by October 1<sup>st</sup> or within four (4) weeks of the start his/her employment at the school.

The self-assessment includes:

- ☐ An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- ☐ An assessment of practice against each of the four (4) Performance Standards of Effective Practice using the District's rubric.
- ☐ Proposed goals to pursue:
  - At least one (1) goal directly related to improving the Educator's own professional practice.
  - At least one (1) goal directly related to improving student learning.

### **B. Proposing the Goals**

- ☐ 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 below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ☐ For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1<sup>st</sup>, or within four (4) weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>, to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- ☐ 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 propose team goals.

- 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.
- 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 as directed by the Evaluator. In addition, the goals may address shared grade level or subject area team goals.

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

Every Educator has an Educator Plan that includes, but is not limited to, one (1) goal related to the improvement of practice; one (1) 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.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the areas of strength and areas of high priority that 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 the Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #20 below.

Evaluators and Educators shall consider team goals. The Evaluator retains approval over goals to be included in Educator plans.

Educator Plan Development Meetings shall be conducted as follows:

- A. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle before November 1<sup>st</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- B. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 1<sup>st</sup> or within six (6) weeks of the start of their assignment in that school.
- C. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D. For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

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

#### 9. **NPTS Evaluation Cycle: Observation of Practice and Examination of Artifacts for Educators without PTS**

In the first two years of practice:

- A. The Educator shall have at least two (2) announced observations during the school year, one before December 1<sup>st</sup> and one after January 31<sup>st</sup>, using the protocol described in section 10 C, below.
- B. The Educator shall have a minimum of four (4) total unannounced observations by Apr 1<sup>st</sup>. Observations will be distributed throughout the school year.

In the third year of practice:

- A. The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 10 C.
- B. The Educator shall have a minimum of four (4) total unannounced observations by Apr 1<sup>st</sup> using the protocol described in 10 B.

#### 10. **Observations**

Observations required by the Educator Plan should be completed by the dates indicated in the chart in Section 24. (redo chart)

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

##### **A. Walkthroughs, Learning Walks, Instructional Rounds**

Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by any other name, (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each.

Observations from walkthroughs summarize the aggregate climate, culture and instruction and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system.

The Educator will expect to get feedback from the Evaluator if the Evaluator observed any issue of concern.

##### **B. Unannounced Observations**

All unannounced observations shall be conducted according to the following:

- ☐ The evaluator shall observe the educator for at least five (5) minutes.
- ☐ The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written targeted and specific feedback shall be delivered to the Educator in person, electronically, or placed in a sealed envelope in the Educator's mailbox. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days. The Educator will always have the opportunity to write a response to an observation.

Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least ten (10) minutes in duration within twenty (20) school days.

The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

### **C. Announced Observations**

- ☐ The Evaluator in consultation with the Educator 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. The observation shall be at least ten (10) minutes in duration.
- ☐ Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.
- ☐ The Educator shall inform the Evaluator as to the content of the lesson, student conference, IEP plan or activity.
- ☐ 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.
- ☐ Within five (5) school days of the receipt of the observation, the Evaluator shall meet with the Educator for a post-observation conference. This time frame may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty four (24) hours if possible.
- ☐ Evaluator shall provide the Educator with written feedback in person within ten (10) school days of the post conference for any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - Describe the basis for the Evaluator's judgment.
  - Describe actions the Educator should take to improve his/her performance.
  - Identify support and/or resources the Educator may use in his/her improvement.
  - State that the Educator is responsible for addressing the need for improvement.
- ☐ The Educator may request a meeting to discuss the written feedback or may opt to just sign the observation feedback.
- ☐ The Educator may request an additional observation or observer.

### **11. NPTS Evaluation Cycle: Formative Assessment - FA**

- 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 give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year SelfDirected Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 12. 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, his/her performance on Performance Standards and together with his/her overall performance, or both.
- D. No less than four (4) weeks before the due date for the Formative Assessment report, which due date shall be mutually agreed upon by the Educator and the Evaluator, 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 and/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, electronically, or delivered in a sealed envelope to the Educator's school mailbox.
- G. The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Assessment report within ten (10) school days of signing the report. The Educator's reply shall be attached to the report.

**12. PTS 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 no later than June 1<sup>st</sup> 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 such 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, his/her performance on each performance standard and together with his/her overall performance, or both.
- C. No later than May 1<sup>st</sup>, 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 (4) 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, electronically, or delivered in a sealed envelope to the Educator's school mailbox.

- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- G. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of signing the report. The Educator's reply shall be attached to the report.
- H. A copy of the signed final Formative Evaluation report and any reply shall be filed in the Educator's personnel file.

13. **PTS 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<sup>st</sup>.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of the mutually determined evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The Evaluator shall determine the summative rating that the Educator receives. 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.
- D. The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F. No later than April 1<sup>st</sup>, 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 (4) Performance Standards.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face, electronically, or in a sealed envelope to the Educator's School mailbox no later than May 1<sup>st</sup>.
- I. The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation. The meeting shall occur within ten (10) school days of completing the report.
- J. The Evaluator shall 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 within ten (10) school days of completing the report.

- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report within (5) days of receiving SE. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the Summative Evaluation (within 10 days of signing the SE) which shall become part of the final Summative Evaluation report. The Educator's reply shall be attached to the report.
- N. A copy of the signed final Summative Evaluation report and any reply shall be filed in the Educator's personnel file.

14. **Educator Plans — General**

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.

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

- ☐ At least one (1) goal related to improvement of practice tied to one or more Performance Standards;
- ☐ At least one (1) goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
- ☐ An outline of actions the Educator shall take to attain the goals that include specified professional development and learning activities as well as other support that may be suggested by the Evaluator or provided by the school or district.

Examples of such actions shall include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementation of new programs. It is the Educator's responsibility to attain the goals in the Plan and to participate in trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

15. **NPTS Educator Plans: Developing Educator Plan**

The Developing Educator Plan is for all Educators without PTS.

The Educator shall be evaluated at least annually.

16. **PTS Educator Plans: Self-Directed Growth Plan**

The Educator with PTS whose overall rating is Proficient or Exemplary will have at least one (1) unannounced observation during the evaluation cycle.

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,



when available. A Formative Evaluation report is completed at the end of the Year One cycle and a Summative Evaluation report at the end of the Year Two cycle.

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, when available. 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. **PTS Educator Plans: Directed Growth Plan**

The Educator with PTS whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan. The plan will include at least two (2) announced observations, one before December 1<sup>st</sup>, and at least four (4) unannounced observations, before April 1<sup>st</sup>.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. 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 April 15<sup>th</sup>.

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

For an Educator on a Directed Growth Plan whose overall Summative 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 by May 1<sup>st</sup>.

18. **PTS Educator Plans: Improvement Plan**

An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory.

The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan. The Plan shall include both unannounced and announced observations. The Educator will have at least four (4) total unannounced observations, by April 1<sup>st</sup>. The Educator will have at least two (2) announced observations.

For an Improvement Plan of six (6) months or less, there must be no less than one (1) announced and two (2) unannounced observations though the specifics of the number of observations will be included within the plan.

The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan of no fewer than thirty (30) school days and no more than one (1) school year.

The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined for the Plan.

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

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement and detail the goals to be met, the activities the Educator shall take to improve,

the assistance to be provided to the Educator by the district and reasonable and measurable indicators of Satisfactory Improvement.

**The Improvement Plan process shall include:**

- A. Within ten (10) 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 with Educator input will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- B. The Association will be informed that an Educator has been placed on an Improvement Plan.
- C. A representative of the Association, if requested by the Educator, will participate in the meetings.

**The Improvement Plan shall:**

- A. Define the improvement goals directly related to the performance standard(s), indicator(s), and/or student learning outcomes that must be improved;
- B. Describe the activities and work products the Educator must complete as a means of improving performance;
- C. Describe the assistance/resources, be it financial or otherwise, that the District will make available to the Educator;
- D. Articulate the reasonable and measurable outcomes that will be accepted as evidence of improvement;
- E. 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); at which time the timeline of the Improvement Plan may be modified;
- F. Identify the individuals assigned to assist the Educator, which must include minimally, the Evaluator; and,
- G. Include the signatures of the Educator and the Evaluator.

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

The Evaluator shall deliver a signed copy of the Improvement Plan to the Educator face to face, electronically, or in a sealed envelope to the Educator's School mailbox within five (5) school days of the completion of the meeting.

There will be a decision on the Educator's status at the conclusion of the Improvement Plan. All determinations below must be made no later than June 1. One (1) of three (3) 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 Evaluator will place the Educator on a Self-Directed Growth Plan.
- B. If the Evaluator determines that the Educator is making satisfactory and substantial progress toward Proficiency, the Evaluator will place the Educator on a Directed Growth Plan.

- C. If the Evaluator determines that the Educator is not making satisfactory and substantial progress toward Proficiency or that the Educator's practice remains at the level of Unsatisfactory, the Evaluator will recommend to the Superintendent that the Educator be dismissed.

19. **Rating Impact on Student Learning Growth**

DESE 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, 2013. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

20. **Using Student feedback in Educator Evaluation**

DESE 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.

21. **Using Staff feedback in Educator Evaluation**

DESE 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.

22. **General Provisions**

- A. Only Administrators who are licensed may serve as 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. 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (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. At the Educator's request an Association representative will also be present.
- E. The parties agree the 2013 - 2014 year will be a pilot year and will establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F. Violations of this article are subject to the grievance and arbitration procedures.

23. **Educator Evaluation Timeline**

	<b>NPTS 1 YEAR CYCLE</b>	<b>PTS YEAR 1 FORMATIVE</b>	<b>PTS YEAR 2 SUMMATIVE</b>
<b>REVIEW EVAL PROCESS</b>	SEPT 15	SEPT 15	SEPT 15
<b>SA Form</b> (Self Assessment Form)	OCT 1	OCT 1	OCT 1
<b>G &amp; EP Form</b> (Goals & Educator Plan Form)	NOV 1	NOV 1	NOV 1
<b>EVIDENCE SUBMITTAL</b>	DEC 15	* MAY 1	SEE BELOW
<b>FE (Formative Evaluation) or FA (Formative Assessment)</b>	JAN 15 - FA	JUN 1 - FE	N/A
<b>SIGN FE or FA</b>	WITHIN 5 DAYS OF RECEIVING FA	WITHIN 5 DAYS OF RECEIVING FE	N/A
<b>MEET WITH EDUCATOR</b>	UPON REQUEST	UPON REQUEST	FEB 1 UPON REQUEST
<b>FE or FA EDUCATOR RESPONSE (Optional)</b>	WITHIN 10 DAYS OF SIGNING	WITHIN 10 DAYS OF SIGNING	N/A
<b>EVIDENCE SUBMITTAL</b>	APR 1	N/A	* APR 1
<b>SE (Summative Evaluation)</b>	MAY 15	N/A	MAY 1
<b>SIGN SE</b>	WITHIN 5 DAYS OF RECEIVING SE	N/A	WITHIN 5 DAYS OF RECEIVING SE
<b>MEET WITH SUPERINTENDENT UPON REQUEST (NI-W)</b>	(NI-W) WRITTEN REQUEST SUBMITTED BY JUNE 10	N/A	(NI-W) MANDATORY WITHIN 10 DAYS OF REPORT COMPLETION
<b>MEET WITH EDUCATOR (P-E)</b>	(P-E) WITHIN 10 DAYS UPON REQUEST	N/A	(P-E) WITHIN 10 DAYS UPON REQUEST
<b>SE EDUCATOR RESPONSE FORM (Optional)</b>	WITHIN 10 DAYS OF SIGNING	N/A	WITHIN 10 DAYS OF SIGNING
<b>RENEWAL/NONRENEWAL</b>	MAY 15	---	---
<b>ANNOUNCED OBSERVATIONS</b>	1 BEFORE DEC 1 1 AFTER JAN 31	N/A	N/A
<b>UNANNOUNCED OBSERVATIONS</b>	AT LEAST 4 BY APR 1	AT LEAST 1 ANY TIME	AT LEAST 1 ANY TIME

**\* Educators on Improvement Plan - The timeline for educators on plans for less than 1 year will be established in the Educator Plan.**