

SETTLEMENT AGREEMENT BY AND BETWEEN
THE MT. GREYLOCK REGIONAL SCHOOL COMMITTEE
AND THE MT. GREYLOCK REGIONAL EDUCATION
ASSOCIATION, EDUCATORS

The Mt. Greylock Regional School Committee and Mt. Greylock Regional Education Association, Educators hereby agree to the following terms, conditions, and understandings to be incorporated into a successor labor agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. ARTICLE XV – OTHER LEAVES

New section. Add the following as a new section:

“Religious Observance

Each member will receive up to three (3) days leave without loss of pay or benefit for required observance of recognized religious observances and rites when such observance is not possible outside of the regular school day.

Requests shall be made on the District Leave Form, and must be received by the building principal ten (10) school days prior to the time off that will allow the religious observance to be made. Leave may be taken in shorter increments, the minimum of which shall be one (1) hour.”

2. ARTICLE XVIII – TUITION/COURSE REIMBURSEMENT

Replace current language with the following:

“It is the philosophy of the Committee and the Association to encourage teachers to continue professional study.

This recommendation should not produce a hardship on teachers and is necessary because of changes in educational procedures, methods, and materials.

Members of the teaching profession must take the responsibility of keeping abreast of the times in educational matters, not only for their own professional improvement, but also for the best interest of the school system.

- A. Request. Requests for reimbursement shall be submitted to the Principal at least ten (10) business days prior to the start of the course. Requests shall not be unreasonably denied.

- B. Response. The Principal shall forward to the Superintendent his/her recommendation. The Superintendent shall submit his/her approval or disapproval of the request to the teacher within ten (10) business days. If a response is not submitted by the Superintendent or his/her designee within ten (10) business days, the request shall be deemed granted.

- C. Reimbursement. Course reimbursement will be made by the District upon demonstrating successful completion in the form of a transcript submitted to the Superintendent of Schools. Staff are expected to submit documentation for reimbursement within 2 weeks of the completion of the approved course. In the event that documentation is not submitted within that time period, the funds designated for reimbursement may be returned to availability for other staff members' requests.
- D. Funds Availability. The District will make twenty-seven thousand dollars (\$27,000) in funds available for tuition/course reimbursement per year. Funds will be designated for reimbursement on a first-come, first-served basis as applications are received. In the event that funds remain at the end of a fiscal year, those remaining funds will be rolled into the subsequent fiscal year up to a maximum of thirteen-thousand five-hundred dollars (\$13,500).
- E. District Offerings. Subject to the availability of reimbursement funds above, when the District offers a course that has a credit option, teachers shall receive automatic approval for said course for reimbursement purposes. However, the Principal retains the right to select teachers from those who have applied based on the number of slots available, intended grade-level(s) of the course, and content area of the course. If, after the Principal selected slots are filled, teacher(s) who are of a different grade level(s) and/or a different content area make application to said course, said teacher(s) shall be approved for reimbursement purposes for the course if the course is relevant to the teacher's current assignment. If the number of applicants for the course (after the Principal selected slots) exceeds the number of available slots, the teacher applicant(s) for the course shall be selected at the sole discretion of the Principal.
- F. PDP Reimbursement. The Superintendent has sole discretion to reimburse for PDPs which are accepted towards Massachusetts teacher recertification from the \$27,000 tuition pool, up to a maximum of \$6,500. SEI and ELL re-certification PDPs shall not be eligible for reimbursement. In addition, the first fifteen (15) PDPs required for Special Education recertification shall not be eligible for reimbursement.
- G. Conference or workshop. Following attendance at a conference or workshop, staff will complete an evaluation form developed by the Principal and representatives of MGEA.”

3. ARTICLE XLIX – DURATION

Update to reflect a two (2) year duration, commencing July 1, 2021.

4. NEW ARTICLE – LEARNING MANAGEMENT SYSTEM (LMS)

Add the following as a new Article titled “Learning Management System (LMS)”:

“The Committee and the Association recognize the growing importance of utilizing a Learning Management System (LMS).

- The Committee and the Association will establish a Learning Management System Joint Labor Management Committee (LMS JLMC), consisting of 50% of individuals appointed by the Committee and 50% of individuals appointed by the Association.
- Seesaw is currently used in grades PreK-1, Google Classroom in grades 2-6, and Canvas in grades 7-12. Any change from one LMS to another will be subject to review and approval by the LMS JLMC.
- The LMS JLMC will continually review and set expectations of usage of the LMS at the grade/subject level, with the following setting initial expectations where possible and practicable:
 - i. teachers will maintain a presence for their classes/courses on the LMS;
 - ii. digital (but not necessarily non-digital) assignments will be managed through the LMS;
 - iii. software that is integrated with the LMS will be utilized through that point of integration;
 - iv. grade sync between the LMS and PowerSchool should be used if possible but is not required; and,
 - v. teachers should utilize the LMS (when supported by the LMS) to communicate with students, faculty, parents, and other stakeholders with mass updates, in-platform messages, and mobile notifications.
- LMS use will not be a subject of evaluation, except in cases where LMS use is an explicit part of a goal established by a teacher.”

5. APPENDIX A – SALARY SCHEDULES

Update salary schedules in accordance with the following:

2021-2022: 1.5% across the board salary schedule increase.

2022-2023: 2% across the board salary schedule increase.

6. APPENDIX B – STIPENDS

- a. Increase co-curricular position of Robotics Club from current amount of “\$658” to “\$1950”.
- b. Add the following to the “All Schools” rates:

“Class Coverage during Preparation Period \$25 per class”

7. APPENDIX G – GRANDFATHERED WILLIAMSTOWN NURSE
COMPENSATION AND PLACEMENT

Replace the last sentence of the first paragraph with the following:

“For the 2021-2022 and 2022-2023 school years, Ms. Stein-Payne shall receive an annual non-cumulative payment of \$1,106, equivalent to 1.5% of her annual salary.”

FOR THE MT. GREYLOCK
REGIONAL SCHOOL COMMITTEE:

FOR THE MT. GREYLOCK
EDUCATION ASSOCIATION,
EDUCATORS

Christina Conry

Patrick L Blackman

Date: 07/12/2021

Date: 07/15/2021

AGREEMENT
BETWEEN THE
MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE
AND THE
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT
EDUCATORS ASSOCIATION

JULY 1, 2018 THROUGH JUNE 30, 2021

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**ARTICLE I
PREAMBLE**

The Mount Greylock Regional School Committee and the Mount Greylock Educators Association cooperatively seek to provide education of the highest quality for the children of Mount Greylock Regional School District within that financial support provided, and to that end the following agreement is made.

**ARTICLE II
RECOGNITION**

The Committee does hereby, subject to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognize the Association for the purpose of collective bargaining as the exclusive representative of all professionals employed by the Committee as classroom teachers, guidance counselors, certified librarians, specialist teachers, media specialists, technology teacher, inclusive technology teacher, outreach counselors, speech pathologists, school psychologists, school adjustment counselor, social workers, and special needs teachers, occupational therapist, and nurses. The School Committee agrees to examine new and/or modified positions to see if they should be included in the bargaining unit. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

**ARTICLE III
NEGOTIATIONS**

- A. In the event that either party to this Agreement desires to negotiate on matters subject to negotiations under Chapter 150E of the General Laws, such party shall so notify the other prior to midnight of January 10 of the year in which the Agreement expires. Such notice shall be in writing.
- B. If notice shall have been given by one party to the other as provided in Paragraph A of this Article, the parties shall begin to bargain no later than February 10.
- C. If the parties reach an impasse in their negotiations, the procedure for the resolution of an impasse described in Chapter 150E will be followed.
- D. Upon conclusion of negotiations, any Agreement so negotiated shall apply to all professional employees who are members of the unit defined in Article II. The Agreement will be reduced to writing, signed by representatives of the Committee and of the Association, and filed with the Department of Labor Relations.
- E. Either party to negotiations may, if it so desires, utilize the services of outside consultants and may, if it so desires, call upon them to assist in negotiations.

- F. The Committee agrees not to negotiate with any teachers' organization other than the organization designated as the representative pursuant to Chapter 150E of the General Laws.

**ARTICLE IV
COMMITTEE RIGHTS**

- A. Subject to the limitations contained in this Agreement and applicable statutes, the Committee retains the right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to assign and direct the staff, and to conduct its operation in an effective manner.
- B. The Superintendent of Schools of the Mount Greylock Regional Schools (hereinafter referred to as the Superintendent and/or his designee) is responsible for carrying out all policies of the Mount Greylock Regional Schools and is the school's chief education and administrative officer.
- C. The Administrators and professional teachers of the Mount Greylock Regional Schools are responsible for teaching of the highest possible quality for each child in the District.

**ARTICLE V
LEGAL CLARIFICATIONS**

- A. The Committee agrees that it must abide by the terms of this Agreement in fulfilling its obligation to provide for the education of the children of Mount Greylock Regional School District.
- B. Recognizing that both teachers and administrators are professional educators possessing expertise, the utilization of which will foster the education of students, it is agreed the representative(s) of MGEA and representative(s) of Administration shall meet and confer, at least monthly. The purpose of such meetings is to enable both the faculty and administration to make constructive suggestions and contributions with regard to the implementation and administration of this Agreement and with regard to the conduct of educational affairs of this District. The object of such meetings is not to bargain collectively and so School Committee or administrative policies which might be continued or adopted as a result of such meetings or suggestions emanating therefrom shall be of no force and effect if they shall be contrary to the provisions of this Agreement.
- C. The Association agrees that the Committee has complete authority over the policies and administration of the Mount Greylock Regional School District which it exercises under the provisions of law and that the Committee will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school District in all aspects except same shall not be exercised in violation of any of the express terms and

provisions of this Agreement. The action of the Committee with respect to such retained rights and responsibilities shall be subject to grievance at Level Three but not subject to arbitration.

- D. The Committee and the Association each acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this writing. The Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement.
- E. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- F. The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute precedent in the future enforcement of the terms of this Agreement.
- G. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid and non-subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- H. If either of the parties hereto shall during the life of this Agreement desire to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal in writing to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties as an agreement by the other that said proposal comes within the purview of this Agreement.
- I. Upon request, the Committee and/or its agents will provide the Association with copies of the minutes and addenda of official public school committee meetings.
- J. Upon request, the Committee will make available to the Association information relating to items under negotiation which are available to the public. Association requests for such records are to be in writing and will specify the records desired. Original records will be made available in the office of the Superintendent and will not be removed.

- K. Each of the parties reserves the right to act hereunder by committee, subcommittee, or other designated representative, such action being subject to the approval of the parent group.
- L. Copies of the Agreement and any successor Agreement will either be printed at the expense of the Committee, or be made available on the District website.
- M. A copy of the current Agreement in force shall be given to each teacher at the beginning of the contract period and to each newly hired teacher at the time of employment either in print or electronically.
- N. The School District will notify the Association in advance of all fees, stipends, release time or other modified contracts awarded to faculty members.

**ARTICLE VI
NON-DISCRIMINATION/REPRISAL**

- A. The parties to this Agreement will not discriminate on account of race, religion, creed, color, national origin, gender (including sexual harassment), sexual orientation, gender identity, age, mental or physical disability, veteran status, marital status, or union activity.
- B. All persons associated with the Mt. Greylock Regional School District, but not necessarily limited to, the Committee, the administration, staff, and students, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting, as a member of the school community, will be in violation of school policy. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating in an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. Information regarding the complaint procedure, including how to file a complaint, is available at each school main office, as well as in School Committee policy ACAB, and also available in the staff and student handbooks.
- C. The exercise of constitutionally protected rights of a teacher to pursue religious or political activity shall not be grounds for any discipline or discrimination with respect to the employment of said teacher.
- D. The exercise by a teacher of those rights vested in teachers, individually or collectively, by Chapter 150E of the General Laws of the Commonwealth (the collective bargaining law) will not be grounds for any discipline or discrimination with respect to the employment of said teacher.

**ARTICLE VII
GRIEVANCE PROCEDURE**

A. Grievance:

1. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
2. All time limits herein shall consist of school days. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.
4. The Committee and the administration will cooperate with the Association in investigation of any grievances by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise, from time to time, affecting the welfare or working conditions of employees covered by this Agreement. Nothing herein contained will be construed as limiting the right of the Association, with or without the affected employee(s), from having informal meetings with members of Administration to discuss matters related to outstanding grievances.

B. Grievance Procedure:

1. Level One. A teacher with a grievance shall, not later than twenty (20) school days of the date the grievant knew or ought to have known of the alleged act or omission present the grievance in writing to the Principal directly or through the Association. In the event that the teacher is not directly responsible to an individual Principal, then the grievance shall be presented in writing in his/her immediate supervisor. The Principal or immediate supervisor shall respond to the grievance in writing within ten (10) school days.
2. Level Two. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing to the Superintendent, within ten (10) school days of the response of the Principal or immediate supervisor. The Superintendent shall respond to the grievance, in writing, within ten (10) school days.

3. Level Three. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing, to the School Committee, within ten (10) school days of the response of the Superintendent. The School Committee shall respond to the grievance, in writing, within twenty (20) school days.
4. Level Four. If the grievance is not resolved to the satisfaction of the Association, and the Association indicated in writing, addressed to the Committee that the grievance is meritorious and that it involved in the opinion of the Association a dispute concerning the interpretation or application of the Agreement, the Association may submit the grievance, in writing, for arbitration with the American Arbitration Association within twenty (20) school days of the response of the School Committee.
5. All decisions rendered at Levels Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
6. No reprisals will be taken by the Committee or the school administration against any teacher participating in the presentation of a grievance in accordance with provisions of this Agreement because of such participation.
7. If a grievance affects a group or class of teachers, the Association as well as the teacher may submit such a grievance at Level Two.
8. The President of the Association or his/her designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular workday of the said President or his/her designee, he/she shall be released from regular duties for such purposes without loss of pay or other benefits.
9. If the Association or grievant fail to timely process a grievance to the next step of the grievance procedure, the right to continue processing the grievance is waived.
10. If the Committee or Administration failed to answer the grievance on time it is considered a denial of the grievance and the grievant or Association may proceed to the next level of the grievance procedure.

C. Arbitration:

1. Parties shall be bound by the rules and procedures of the American Arbitration Association unless contrary to express provisions herein set forth.
2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement.
4. The submission of any grievance to arbitration shall constitute a waiver of any other right or other rights which the said teacher or Association may have with respect to the matter submitted to said arbitration under other provisions of law. The teacher and the Association shall be precluded from pursuing any other remedy.
5. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member as well as the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE VIII PERSONNEL FILE

- A. Teachers will have the right upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such a review.
- B. No material derogatory to a teacher's conduct service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed with the Superintendent or his/her designee and attached to the file copy.
- C. Any formal complaints regarding a teacher made to a member of the Administration by a parent, student or other person will be promptly called to the attention of the teacher.
- D. Personnel files shall contain the following folders: a folder with the original applications materials; a folder with all evaluation reports; a folder with all reappointment and placement correspondence. Items shall not be removed from a personnel file without the consent of the teacher.

- E. 1. Written communications received from third parties relative to the professional performance of a teacher shall not be included in the teacher's personnel file without his/her knowledge. Upon notification of the receipt of such communication, the teacher shall acknowledge it by affixing thereon his or her signature; such signature shall not imply that the teacher agrees with the contents of the letter, and the teacher shall have the right to attach any comments thereto. No correspondence relative to the performance of a teacher shall be kept separate from the personnel file. Any written complaint (excluding email communications) regarding a teacher made to any member of the administration by any parent, student, or person will be called to the attention of the teacher within ten (10) school days when practicable.
 - 2. In the case of an oral complaint or email communication, if in the opinion of the administration an oral complaint or email communication made to any member of the administration by a parent, student, or person is of such a nature that said complaint should be dealt with by the teacher, said complaint shall be resolved initially by the administrator informing the teacher of such complaint and requesting that the teacher contact the complaining person(s).
- F. If a teacher is to be disciplined or formally reprimanded by any member of the administration, he/she will be entitled to have a representative of the Association, as designated by the President, present. A formal reprimand is defined as any reprimand that is written and placed in the teacher's Personnel File.

**ARTICLE IX
WORK DAY/WORK YEAR**

A. Work Year

The "work year" of the teacher shall include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teacher attendance, in the opinion of the Superintendent, is essential to the fulfillment of the professional responsibilities of the teacher. The Committee shall identify day(s) added to the school year on the school calendar adopted in the spring of the preceding school year. The work year of the teacher (other than new personnel, Division Heads, and guidance counselors) will begin no earlier than August 28th and terminate no later than June 30th. If the professional responsibilities of the teacher have been fulfilled, the work year of the teacher shall not exceed 183 days. Teachers required to work beyond the work year of 183 days will be compensated at the per diem rate.

The District may require Middle/High School guidance counselors to work eight (8) days beyond the "work year." These additional work days will be limited to the summer vacation period unless, by mutual consent, the administration and the affected guidance counselor agree to an alternative work schedule. A guidance counselor with the consent

of the principal has the option to, but need not, take up to five days of vacation during the regular school year in exchange for five working days in the summer.

The District may require the school social worker(s) to work ten (10) days beyond the "work year." These additional work days will be limited to the summer vacation period during which the school social worker and the building principal have developed a mutually agreeable schedule, unless, by mutual consent, the administration and the affected school social worker agree to an alternative work schedule. Also, a school social worker with the consent of the principal has the option to, but need not, take up to five days of vacation during the regular school year in exchange for five working days in the summer. Any days worked beyond these ten (10) shall be compensated at the school social workers per diem rate.

Teachers new to the District may be required to attend no more than two (2) additional days for orientation to the school. These additional days will be unpaid.

B. Work Day

- I. The Committee and the Association recognize that the profession of teaching entails the performance of duties and expenditure of time beyond specific hours during which the students are in attendance, and thus it is agreed that the work day of the teacher shall not end until after the students have been dismissed and the teacher's professional duties have been fulfilled.

Workshops, in general, will be scheduled within the teachers' workday.

II. Work Hours.

- a. Middle/High School. The District shall from time to time establish the starting and dismissal times for students provided that the time between starting and dismissal for students shall not exceed 410 minutes. The student day will start no earlier than 7:40 a.m. and end no later than 2:40 p.m. All teachers shall be at their assigned stations no later than ten (10) minutes before the established starting time for students.
- b. Elementary Schools. The Superintendent will establish starting and dismissal times for elementary school students. The work day of all elementary school teachers will begin at 8:30 a.m. and will end at 3:15 p.m. At 8:30 a.m. the teacher's door will be open so that students may be in their seats and ready for instruction at 8:35 a.m. The workday for the school nurse is 8:20 a.m. to 3:20 p.m. The District may shift the start and end times of the above workdays by up to fifteen (15) minutes if notice is given to the bargaining unit no later than June 15th. Said starting and

dismissal times are subject to modification by the Superintendent for inclement weather in accordance with procedures established by the Superintendent and by the Committee (after notification and discussion with the Association) provided that no such modification will increase the length of the teachers' work day.

- II. Duty-Free Lunch. Every teacher employed full-time shall receive a consecutive thirty (30) minute duty-free lunch period, and shall not exceed thirty (30) minutes. Nothing herein shall be construed by any teacher and/or the Association as a prohibition against voluntarily engaging in certain activities involving students during a teacher's lunch period.

The frequency of full-time Middle/High School teacher's responsibilities for lunch duty will not exceed an average of one duty every other week. The lunch period for middle/high school teachers shall begin no earlier than 10:45 a.m. and no later than 1:30 p.m.

- III. Preparation Periods and Duties.

- a. Lanesborough Elementary. Preparation periods at Lanesborough elementary for the 2018-2019 and 2019-2020 school years (unchanged):

<u>Grade Level</u>	<u>Total Minutes per Week</u>
K	240 minutes
1	240 minutes
2	240 minutes
3	240 minutes
4	240 minutes
5	280 minutes
6	280 minutes

For the 2020-2021 school year, all grade levels shall have the same amount of preparation periods, totaling 240 minutes a week (prorated for part time teachers).

- b. Williamstown Elementary.

Years 1 & 2 (2018-2019 and 2019-2020):

There shall also be for full-time teachers a period free from direct pupil supervision at least four (4) times weekly.

Teachers shall work their full workday on Wednesdays when students are dismissed at 1:30, with the exception of nine Wednesdays per school year, referred to as Flex Wednesdays. On Flex Wednesdays, generally the first Wednesday of the month, teachers may leave 15 minutes after students are dismissed because they will make up that time during parent teacher-conferences. This is in recognition that conferences require more time than is actually scheduled.

Year 3 (2020-2021 and thereafter):

All Wednesdays in Williamstown will be full student days. Lanesborough and Williamstown Elementary School K-6 teachers shall have 240 minutes of preparation time each school week as detailed in Section c. below. As part of this change in work day for the 2020-2021, the Association will be provided more information and clarification on how the preparation times will be apportioned. The Association has indicated that they welcome the opportunity to join with administration as the new schedule is developed.

- c. Elementary Schools. Effective 2020-2021 (once aligned)
- i. Teachers. Teachers at the various grade levels shall receive a minimum of the total number of minutes of preparation time in each full (5-day) week. Each teacher in grade levels K-6 shall receive a minimum of one (1) individual preparation period per day. Each individual preparation period will be an average of forty (40) minutes with no block less than thirty (30) minutes in length. For weeks that are less than full (5-day) or for part-time teachers, individual preparation time shall be appropriately prorated.
 - ii. Specialists. Specialists receive one (1) prep period per day and an additional prep per week. The Principal may designate a specific purpose for the additional weekly prep period. In the event there is additional time in the Specialist's schedule, the Principal designates additional assignments which generally involve direct impact on students, such as intervention support.
 - iii. Common Planning Period. The preparation time above includes time for one (1) common planning period per week which includes Principal Guidance.

- iv. Pre-K Preparation Time – Pre-K teachers shall receive a minimum of two hundred (200) minutes of preparation time in each full five (5) day work week. Each teacher shall receive a minimum of one (1) individual preparation period per day. Each individual preparation period will be an average of forty (40) minutes with no block less than thirty (30) minutes in length. For weeks that are less than a full five (5) work days, or for part-time teachers, individual preparation time shall be appropriately prorated.
 - a. Pre-K Cleaning- Pre-K teachers shall also receive twenty (20) minutes between sessions each day to clean and sanitize per EEC requirements. Said time shall not be considered preparation time.
 - b. Pre-K Monthly Meeting- Pre-K teachers will be given time each month equal to one (1) Pre-K session (either morning or afternoon) as planning time for special education work. If this time is not needed in a particular month it can be combined in a future month to have one (1) full day to attend to the special education matters. In such cases, the teacher must notify the principal prior to such usage.
- v. Voluntary activities. Nothing herein shall be construed by any teacher and/or the Association as a prohibition against voluntarily engaging in certain activities involving students during a teacher’s preparation periods.

d. Elementary School Duties.

Duties. Teachers may be required to perform during the work day, in addition to their teaching duties, other activities deemed by the Principal to be reasonably necessary for the proper functioning of the educational process.

With regard to the frequency of duties, teachers may be schedule up to one (1) duty every other week, not to exceed twenty (20) minutes, excluding OT, S&L, Applied Health, Psychologists, and SAC. Teachers and nurses may be assigned bus dismissal escort which occurs during the workday. The Principal has sole discretion in scheduling duties, and shall schedule such duties in accordance with the needs of the school. The Principal will provide a copy of the anticipated duty schedule to the MGEA president or the MGEA building representative two weeks prior to the opening of school to review. After review it will be provided to staff.

- e. Middle/High School. Duties and preparation periods for middle/high school shall be in accordance with the following:
- i. Assignment of duties. The assigned duties of teachers fall within the following seven categories:
1. Curriculum Instruction class time is regular assigned classroom instruction time for the various courses. Curriculum Instruction class periods will be no more than 48 minutes in length. A full-time teacher will be assigned no more than five curriculum instruction periods per day on average.
 2. Directed Study is instructional support time for teachers to offer direct academic support and mentoring to students, to be scheduled optionally at the discretion of the administration. Teacher and student academic expectations during Directed Study are designed to meet state requirements for “time on learning”. The Directed Study time for teacher will not exceed 30 minutes per day.

If Directed Study is scheduled for teachers, an exception can exist so that some teachers may be relieved of all Directed Study responsibilities and instead be responsible for Curriculum Instruction during that period up to two times per week. If any teacher is responsible for more than two such periods in a week, the District will compensate that teacher with one equivalent preparation period for each Directed Study period taught beyond two, or the teacher will receive \$25 for each such period when equivalent preparation time is not provided.

Any Curriculum Instruction period taught during Directed Study must fall immediately before or after, and be a part of, another period in that teacher’s regular Curriculum Instruction load. No such instruction offered during the Directed Study period can constitute a separate course.

3. Extended Learning is instructional support time for teachers to offer direct academic support to the students they have in their regular courses, to be scheduled optionally at the discretion of the administration. Teacher and student academic expectations during extended learning are designed to meet state requirements for “time on learning”. The Extended Learning time for teachers will not exceed 30 minutes per day. For a given teacher, Extended Learning time occurs no more than once per day and cycles to each of the seven periods in order.

4. Advisory is instructional time used to guarantee that each student is well known at school by at least one adult, to ensure that each student belongs to a peer group, to help students improve academic, organizational, and social skills, and to promote coordination between home and school. Advisory may be scheduled optionally at the discretion of the administration.
5. If teachers are organized by the administration into teams sharing common students, then Team Meeting time shall be provided for core teachers to meet as a team to discuss academic and behavioral student progress, curriculum coordination, and other common team issues for their common students. In order to have an effective team sharing common students, Team Meeting periods must occur a minimum of 2 times per week.

A teacher may be recruited by the Principal, if the teacher approves, during the school year to serve on other teams, and such a teacher may be assigned Team Meeting in order to accomplish specific tasks beyond professional responsibilities. The Principal will, as far as practicable, outline those tasks and propose a general meeting schedule when she or he recruits a teacher for such a team. Such a team cannot be required to meet more than 2 times per week.

If the scheduling constraints of the District require teachers to be assigned Team Meeting responsibilities during their preparation time, the District will compensate those teachers with one equivalent preparation period for each such period, or the teacher will receive \$25 for each such period when equivalent preparation time is not provided.

6. Supervision is time assigned to monitor the behavior of students. Teachers, including part time teachers, may be assigned up to one supervision period, of up to 30 minutes, out of every five days. This supervisory time comes out of preparation time.
7. Preparation time is time that teachers are relieved of all other responsibilities in order to prepare for their classes. Teachers will receive a minimum of 2 full periods of individual preparation time per day on average.

The School is on a seven period day. The schedule may rotate or not rotate. Curriculum Instruction class periods will not be

scheduled more than five periods per day on average per teacher, and be of no more than 48 minutes in length.

If there is no Extended Learning or Directed Study period, teachers will have, on average, a maximum of 240 minutes of Curriculum Instruction time and 96 minutes of Preparation time daily. If there is an Extended Learning or Directed Study period, teachers will have a daily maximum of 220 minutes of Curriculum Instruction time on average, 88 minutes of Preparation time, and 30 minutes of Extended Learning or Directed Study.

- ii. Part-time teachers will be compensated and scheduled in the above categories in proportion to that of a full-time teacher.
- iii. Teachers will not normally be required to teach in more than a total of two (2) disciplines and three (3) teaching subject areas within the two (2) disciplines during any one semester. For the purposes of this paragraph, each, but none other than the following, is a discipline: art and music, business, English, computer, foreign languages, home economics /health, technology education (formerly industrial arts), mathematics, physical education, science, and social studies. Subject areas of courses taught within a discipline which require separate class preparations.

Teachers who are required to teach more than three (3) subject areas shall receive a \$1,000 stipend added to his/her regular salary in the year(s) such requirement is scheduled. This stipend will be pro-rated on a semester basis for teachers who do not teach a full year with more than three subject area preparations.

- IV. Part-time Teachers. Part-time teachers shall be paid a pro rata share of their per diem salary for attendance at activities for which full-time teachers have been provided release time if such activities do not fall within the part-time teacher's scheduled work day.

For part-time teachers, periods free from direct pupil supervision and supervisory duties, will be prorated. The parties agree that a reasonable professional attitude will guide attendance at staff meetings and workshops.

- V. Non-Teaching Duties. The Committee and the Association acknowledge that a teacher's principal responsibility is to teach and that his/her energies should be primarily utilized to this end. The Committee agrees that it will, to the extent practicable, relieve teachers of non-educational clerical duties by providing non-professional assistance in such areas.

VI. Parent-Teacher Conferences. At each elementary school the Principal may schedule up to two (2) days of parent-teacher conferences in November of each year. Such scheduled parent-teacher conferences may be subject to rescheduling by the Principal because of inclement weather or emergency. The parent-teacher conferences will be scheduled on separate days. One session of parent-teacher conference shall be scheduled on a student half day between the hours of 1:00 p.m. to 4:00 p.m., and the other session shall be scheduled in the evening for the hours of 4:30 p.m. until 7:30 p.m. All parent requests for conferences must be reasonably accommodated in the two (2) parent-teacher conference days.

While it is understood that teachers will schedule conferences, it is also understood that parent-teacher conferences are voluntary on the part of parents or guardians who may choose not to participate.

VII. Teachers will notify parents no later than half-way through each marking period for those students in danger of failing (D or F) any given subject.

C. Notification of Assignments

Teachers will be notified by the Principal in writing of their tentative assignment for the next ensuing year, which shall include the grades and subjects that they will teach, as soon as practicable but no later than June 15, which immediately precedes the commencement of the next ensuing year. A teacher will be promptly notified should an emergency cause a change in such program prior to the commencement of said next ensuing year.

D. Additional Teaching Load for Mt. Greylock Middle/High School teachers only (To be available as need arises)

I. With the approval of the Principal, a tenured teacher may voluntarily teach an additional class per day for the entire year in lieu of his/her period free from direct pupil supervision if, by so doing, a savings of a similar proportional teaching position would be made by the school department, as per budget for that school year. The additional teaching responsibilities will either be posted by the Principal or proposed by a teacher.

II. No teacher on the payroll will be dismissed because of the application of additional teaching load concept.

III. An additional percentage of the teacher's base salary will be added to his/her salary for the year in which the extra class is taught. This compensation will be in direct proportion to the increase in teaching time.

IV. There is no limit on length of time a teacher may carry an additional teaching load, but a teacher must apply each year in order to be considered.

- V. Applicants not chosen may grieve only the issue of whether or not the Principal's decision was arbitrary and capricious. The grievant shall have the burden of proof in the event the grievance is processed through the grievance procedure.
- VI. The Principal may remove a teacher from the additional teaching load if in his/her judgment the quality of teaching by the individual deteriorates during the school year. The Principal's decision shall not be made the subject of a grievance nor reviewable by an arbitrator.

E. Paraprofessional Evaluation Input

Teachers will be required within one week of receipt from the evaluator, twice per year, to submit a completed checklist regarding the paraprofessional's performance. These checklists shall not become part of the paraprofessional's evaluation nor go into the paraprofessional's personnel file. Teachers may give written input to the evaluator relative to paraprofessional performance in their classrooms.

**ARTICLE X
PROFESSIONAL RESPONSIBILITIES**

- A. The Committee and the Association agree that the professional responsibilities of teachers extend beyond the specific hours during which students are in attendance.
- B. The Association agrees that teachers have a professional responsibility beyond the dismissal time for students to attend meetings with colleagues. In addition, teachers will be available for students in need of assistance or for parent conferences. Teachers will encourage students with problems to seek extra help.
- C. Staff/Faculty Meetings.
 - i. Elementary. A teacher may be required to attend up to ten (10) faculty meetings per year. The faculty will be prepared to start the meetings on time, and the administrators will complete the meetings within approximately one hour, but the meetings will not last more than one (1) hour beyond the contractual work day.
 - ii. Every other Wednesday afternoon during the school year all middle/high school teachers, including part-time teachers, may be required to remain beyond the regular student dismissal time for administratively scheduled meetings. If no meeting is scheduled, teachers may use the time to meet with students and/or parents. The teacher's responsibility will not exceed ninety (90) minutes beyond the regular student dismissal time. For purposes of this article "regular student dismissal time" shall mean the dismissal time of a normal "student day", as defined in (Article IX). When a teacher's responsibility under this paragraph is completed a teacher is free to leave the campus.

- a. It is further understood that teachers will make no outside appointments on administratively schedule Wednesday afternoons described above, except for emergencies that may arise.

**ARTICLE XI
SICK LEAVE**

- A. Each teacher will be credited with fifteen (15) sick days on the first day of each school year. A teacher hired during the school year shall receive sick leave in the first year of employment on the basis of one and one half days per month. This leave shall be credited on the first day of employment.
- B. Sick leave may be accumulated from year to year to a maximum of one hundred eighty five (185) days. No teacher under any circumstances will be credited with more than one hundred eighty five (185) days.
- C. Sick leave may be used for any one or more of the following reasons:
 - 1. Because of illness or injury (pregnancy, child-bearing or delivery shall be deemed to be illness).
 - 2. For rendering necessary care or comfort to an ill member of the teacher's "immediate family" (said leave shall not exceed ten (10) days in any work year).
 - 3. Members of the "immediate family" shall include the faculty member and spouse or domestic partner, and the parents, children, siblings of the faculty member and of his/her spouse or domestic partner, or other members of the faculty member's immediate household.
- D. Each teacher will be provided with notice of accumulated sick leave by October 1 of each year.
- E. Teachers who use no more than one (1) sick day in a school year (for either themselves or an ill member of the teacher's family) will receive a bonus payment of \$200 at the completion of the school year.
- F. In cases that necessitate a teacher leave during the school day, with prior approval from the Principal, the District will deduct sick leave in increments of one period (high school equivalent) for illness occurring during a duty period, prep period, or supervision period.

**ARTICLE XII
SICK LEAVE BANK**

- A. At the beginning of each school year, the Committee shall establish a fund of three hundred (300) days to be a Sick Leave Bank. These sick leave days may be used to provide additional sick leave to any teacher who has exhausted his/her leave and is unable to perform his/her duties due to serious injury or illness.
- B. When use of the Sick Leave Bank is requested of the Committee, satisfactory medical evidence in support of the request must be presented. The Committee's decision to grant or deny use of the Sick Leave Bank, as based on the adequacy of the medical evidence presented, is not subject to grievance or arbitration.

An employee will receive up to an initial forty (40) day draw from the Bank. An employee may receive a second draw from the bank of up to an additional forty (40) days upon reapplication and new medical documentation. A third and final draw of an additional forty (40) days may be granted upon reapplication and new medical documentation for a maximum of one hundred twenty (120) days.

**ARTICLE XIII
PERSONAL LEAVE**

- A. There will be three (3) calendar days for personal leave in each academic year.
- B. Notification of such absence must be filed with the Principal by the teacher two (2) school days prior to the planned absence, except in the case of family or personal emergencies.
- C. Any unused personal leave not used by the end of the academic year shall be rolled over into accrued sick leave.
- D. With prior approval from the Principal, the District will deduct personal leave in increments of one period (high school equivalent) occurring during a duty period, prep period, or supervision period. In the event of the emergency, the teacher may subsequently request personal leave incremental deduction from the Principal.
- E. The principal will have jurisdiction over the number of staff taking personal days before or after a major vacation in the event that staffing problems develop. These will be approved on a first-come/ first-serve basis. The Principal may limit the number of these pre/post vacation days taken by an individual within a calendar year, if necessary.

**ARTICLE XIV
BEREAVEMENT LEAVE**

Teachers shall be granted temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions:

- A. In the event of the death of an “immediate family member”, a teacher shall receive up to five (5) days of pay. An “immediate family member” is defined as: spouse, significant other living in the teacher’s household, child, parent, step-parent, parent-in-law, sibling, or legal guardian.
- B. In the event of the death of a “non-immediate family member”, a teacher shall receive up to three (3) days of pay. A “non-immediate family member” is defined as: brother-in-law, sister-in-law, grandchild, or grandparent.
- C. In the event of the death of an “other relative”, a teacher shall receive up to one (1) day of pay. An “other relative” is defined as: cousin, aunt, uncle, niece, or nephew.
- D. Such leave is to be used immediately following the date of death, except that where the interment is delayed, any one or more of said days may be used to attend the interment and related services.
- E. In extenuating circumstances a teacher may request that a Superintendent may grant an exception to the provisions above including, but not limited to, additional days for travel, which shall be deducted from sick leave.

**ARTICLE XV
OTHER LEAVES**

A. Care of Sick Family Member

A Leave of Absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the teacher’s immediate family (parents, child, or spouse). The Superintendent may require medical documentation supporting the requested leave.

B. Other Short-Term Leave

i. Jury Duty

Teachers who are required to perform jury duty on a work day shall do so without loss of pay and, therefore, shall receive the difference in pay between the pay, stipend, and compensation received for jury duty and the teacher’s regular pay. The teacher shall provide the Principal with copies or an accounting of all pay, stipends, and compensation received by the teacher for jury duty.

i. Legal Proceedings

Time will be provided for appearance at any legal proceeding connected with the teacher's employment or with school system if the teacher is required by law to attend. This leave will be granted with full pay and all benefits that a teacher is ordinarily entitled to, except in cases where a teacher has been suspended or cited for unbecoming conduct or other good cause and such charges have been substantiated.

Up to thirty (30) days will be provided for appearance in other legal proceedings if the teacher is required by law to attend. This leave will be granted with full pay and all benefits that a teacher is ordinarily entitled to, except in cases when a teacher has been cited for unbecoming conduct or other good cause and such charges have been substantiated.

C. Other Long-Term Leave

The Superintendent may, but need not, grant temporary leaves of absence to teachers for the following reasons upon the terms and conditions herein set forth and such further terms and conditions as Committee may determine, and the grant, denial and imposition of terms and conditions by Superintendent with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

1. For purposes of military service.
2. Because of illness or injury which does not come within the purview of Sick Leave or the Sick Leave Bank, FMLA Leave, or Workers Compensation or which extends beyond the periods provided for.
3. For purposes of serving with the Peace Corps, for purposes of exchange teaching or for purposes of serving as an officer or employee of an educational organization.
4. For other purposes deemed appropriate by the Superintendent the grant of leave under this provision shall not be deemed to be a precedent with respect to subsequent grants or denials.
5. No leave granted hereunder shall extend beyond the expiration of that work year next ensuing that work year within which leave granted hereunder begins.
6. Teachers shall not, during leave granted hereunder, accrue, receive or be entitled to compensation and other benefits under this Agreement unless mandated by law.

**ARTICLE XVI
PRORATION OF BENEFITS**

Part-time employees covered by this agreement shall receive a prorated amount of accumulated sick leave, personal leave, and longevity pay based upon their FTE status. With regard to sick and personal leave proration, each employee shall have the number of days credited each school year prorated based upon FTE status. i.e. the number of sick and personal days credited to a .5 FTE employee shall be half of the number of sick and personal days annually credited to 1.0 FTE employee. The amount of pay received by an employee who is credited a prorated number of days on a sick or personal day shall be equal to the amount the employee would have received had the employee worked his/her regularly scheduled workday.

**ARTICLE XVII
INSURANCE**

A. Health Insurance

Bargaining unit members shall have access to District provided health insurance plans in accordance with the following contribution percentages:

HMO Split: 80% / 20%
POS Split: 70% / 30%
PPO Split: 70% / 30%

POS Grandfathered employees- Employees under the former MGEA who maintained a 75%/25% contribution percentage prior to September 1, 2017 may continue with this contribution percentage split.

B. Life Insurance

The Committee will pay ninety (90%) percent of the cost of a \$10,000 term life insurance plan substantially equivalent to the type offered by Blue Cross/Blue Shield which is presently available to teachers. Teachers may elect to increase their group term insurance to the maximum permitted by law at no expense to the Committee.

C. Dental Insurance

The Committee will pay sixty-five (65%) percent of the cost of a dental insurance plan substantially equivalent to the plan(s) currently offered by Blue Cross/Blue Shield through the Berkshire Health Group. This insurance shall have a \$1,000 calendar year maximum benefit and a \$1,500 lifetime orthodontic benefit.

ARTICLE XVIII TUITION/COURSE REIMBURSEMENT

It is the philosophy of the Committee and the Association to encourage teachers to continue professional study.

This recommendation should not produce a hardship on teachers and is necessary because of changes in educational procedures, methods, and materials.

Members of the teaching profession must take the responsibility of keeping abreast of the times in educational matters, not only for their own professional improvement, but also for the best interest of the school system.

- A. Request. Requests for reimbursement shall be submitted to the Principal at least sixty (60) days prior to the commencement of the course. If exigent circumstances exist which preclude a sixty (60) day advance notice, the Principal may review a request which is less than sixty (60) days in advance. Such requests must indicate specifically what precluded the sixty (60) day advance notice. Requests shall not be unreasonably denied.
- B. Response. The Principal shall forward to the Superintendent his/her recommendation. The Superintendent shall submit his/her approval or disapproval of the request to the teacher within fourteen (14) school days. If a response is not submitted by the Superintendent or his/her designee within fourteen (14) school days, the request shall be deemed granted.
- C. Reimbursement. The District will reimburse a maximum of one (1) course per school year per teacher. Course reimbursement will be made by the District upon demonstrating successful completion in the form of an official transcript submitted to the Superintendent of Schools. The actual amount of reimbursement will be capped at a maximum of one thousand dollars (\$1,000) per teacher, with an aggregate fiscal year maximum capped at a total of twenty seven thousand dollars (\$27,000). In the event that the number of granted requests exceeds the pool of twenty seven thousand dollars (\$27,000), reimbursement shall be made to teachers in a prorated fashion. All requests for access to the reimbursement pool must be received by May 1st of the fiscal year in which the course was taken.
- D. District Offerings. Subject to the availability of reimbursement funds above, when the District offers a course that has a credit option, teachers shall receive automatic approval for said course for reimbursement purposes. However, the Principal retains the right to select teachers from those who have applied based on number of slots available, intended grade-level(s) of course and content area of course. If, after the Principal selected slots are filled, teacher(s) who are of a different grade level(s) and/or a different content area make application to said course, said teacher(s) shall be approved for reimbursement purposes for the course if the course is relevant to the teacher's current assignment. If the number of applicants for the course (after the Principal selected slots) exceeds the

number of available slots, the teacher applicant(s) for the course shall be selected at the sole discretion of the Principal.

- E. PDP Reimbursement. The Superintendent has sole discretion to reimburse for PDPs which are accepted towards Massachusetts teacher recertification from the \$27,000 tuition pool, up to a maximum of \$6,500. Course work will be reimbursed before access for PDPs is allowed. SEI and ELL re-certification PDPs shall not be eligible reimbursement. In addition, the first fifteen (15) PDPs required for Special Education recertification shall not be eligible for reimbursement.
- F. Conference or workshop. Following attendance at a conference or workshop, staff will complete an evaluation form developed by the Principal and representatives of MGEA.

ARTICLE XIX SALARY SCHEDULE ADVANCEMENT

- A. Step movement. Vertical progression from Step One to its maximum in each column is automatic.
- B. Horizontal Salary Schedule Advancement. Horizontal salary movement requires Master's Degree level course credits relevant to the educator's teaching assignment. Credits will be granted only for courses successfully completed in accordance with the passing standards established by the sponsoring institution. Master's level courses taken prior to obtaining a Master's degree will not receive Master's plus course credit for salary schedule advancement purposes. i.e. A teacher must possess a Master's degree prior to taking a Master's level course in order to receive credit towards horizontal salary schedule movement beyond the Master's category.
 - i. Online Courses. All online Master's Degree courses submitted for horizontal salary schedule movement must be taken through an accredited college, as determined by the college's eligibility for federal grants and student FAFSA loans.
- C. Prior Notice. Teachers must send their request for salary schedule movement for all courses being taken for salary schedule movement prior to commencing a course(s). All requests must meet the criteria detailed above in Section B., and must be submitted in writing to the Superintendent. The Superintendent will submit his/her approval or disapproval to the teacher in writing. If the Superintendent does not approve the request, the courses may not be used for salary schedule credit. In the event the Superintendent does not approve the request for salary schedule credit, the teacher may submit additional evidence supporting course approval.

- D. Course Completion Verification. Upon completion of an approved course, documentation demonstrating successful completion of the course must be submitted to both the Superintendent and the Principal. The Superintendent has the right to require an official transcript. Upon presentation of appropriate transcripts or grade reports, salary changes will be made retroactive to the beginning of the school year if said documents are submitted on or before October 15th. If documents are submitted after October 15th, but on or before February 15th, the salary changes will be made in the next full pay period following the February 15th deadline.

ARTICLE XX LONGEVITY

Bargaining unit members represented by this agreement who have accumulated the equivalent of 15 years of active service in the District may elect to receive \$2500 for each of three consecutive years by informing the Superintendent prior to December 12 of their intent to exercise this option commencing with September 1 of the following school year.

All elementary school employees who had longevity rolled into their salary as part of placement on the modified MGRSD salary schedule for the 2018-2019 school year shall not be eligible for this longevity provision.

ARTICLE XXI WORKERS COMPENSATION

- A. If a teacher, because of illness or injury sustained in the course of and arising out of the teacher's employment by the Committee, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the Committee shall pay to such teacher each pay period so long as such teacher is receiving benefits under said Section 34, an amount equal to the difference between the teacher's salary at the time of such injury and the amount of weekly indemnity being received by the teacher. The total amount payable by the District under this Article because of any one illness or injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable by the District = number of teacher's accumulated sick leave days x teacher's per diem rate.) The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher by the District under this Article divided by the teacher's per diem rate. (Number subtracted from accumulated sick days = total sum paid to teacher by the District/teacher's per diem rate.)
- B. If the illness or injury of a teacher comes within the purview of both this Article and Article XI or XII, it shall be deemed to come within the purview of this Article, and such teacher shall not be paid any benefits pursuant to Articles XI or XII or for such illness or injury, except as provided in Paragraph A of this Article.

**ARTICLE XXII
ASSOCIATION CONFERENCES**

Up to four (4) Association representatives of the Massachusetts Teachers Association and/or National Education Association may take no more than two (2) days each to attend conferences and conventions of the above two (2) Associations. This will be done with Administration approval one (1) month before the conference is to take place and the days taken will be counted as professional days. The President of the Association or his/her designee will be granted one (1) day of leave per month to conduct Association business with the Superintendent's approval. This request shall not be unreasonably denied.

**ARTICLE XXIII
ASSOCIATION PRESIDENT**

The MGEA President will not be subject to duty assignments. The District will make a reasonable effort to provide the President of the Association with an effective work area to conduct Association business.

**ARTICLE XXIV
DEDUCTIONS, METHOD AND FREQUENCY OF PAYMENT**

All personnel covered by this Agreement shall be paid on a bi-weekly basis in either twenty-one (21)/twenty-two (22) payments based upon salary earned during the two (2) week payroll, or twenty-six (26) equal payments. The District will give notice by August 1st as to the first payroll period in the school year. All members covered by this Agreement as a condition of employment are required to accept their paychecks through direct deposit.

The Committee agrees to deduct from the salaries of its employees such sums as shall be duly authorized by employees upon forms satisfactory to the Committee, including dues for local, state and national teachers' organizations; for (1) participation in "tax sheltered" annuities, (2) group life insurance, (3) group hospitalization, (4) credit union, (5) disability insurance and (6) for participation in a flexible benefit plan to convert life and group health premiums into a pre-tax basis.

**ARTICLE XXV
DUES DEDUCTIONS**

- A. The Committee agrees to deduct from the salaries of its employees dues for the Association, the Massachusetts Teachers Association, and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association.

Teacher's authorization will be in writing on the form set forth in Appendix D.

Any such authorization for a subsequent school year may be withdrawn by such teachers by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent or his/her designee, who will promptly notify the Association.

- B. The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association shall be certified to the Committee by the Association treasurer on or before September 30 of each school year.
- C. Deductions will be made in equal installments from the first and second paychecks in each month, beginning with the first paycheck in October and ending with the second paycheck in June.

ARTICLE XXVI CURRICULUM LEADERS

- A. The Mount Greylock Regional School Committee has established middle/high school Curriculum/Team Leader positions for the purpose of facilitating and coordinating the development, evaluation and improvement of curriculum. The Committee's job description provides the scope for the middle/high school Curriculum/Team Leader's responsibility and authority. The Principal will recommend for the Superintendent's approval teachers to serve as middle/high school Curriculum/Team leaders. No teacher is obligated to accept an assignment as middle/high school Curriculum/Team Leader.
- B. If a middle/high school Curriculum/Team Leader and Superintendent agree that the demands of a particular middle/high school Curriculum/Team Leader position require additional release time, the Superintendent may authorize such middle/high school Curriculum/Team Leader to be assigned a reduced teaching load. Middle/high school Curriculum/Team leaders will not be assigned any supervisory duties but will be expected to fulfill extended learning assignments.
- C. A middle/high school Curriculum/Team Leader will normally work two days more than required of teachers. These additional work days shall be planned in collaboration with District administration.
- D. Each person holding a position of middle/high school Curriculum/Team Leader will receive a stipend of \$3000 a year. Work days in excess of those enumerated in Section 3 of this Article will be compensated at a per diem rate as stipulated in Appendix B, paragraph 2.
- E. Each middle/high school Curriculum/Team Leader shall meet with the Principal at the beginning of each work year to discuss and establish goals relative to the needs of that curriculum area.

- F. The School Committee may provide funds for special projects and project leaders. Special projects must be recommended by the middle/high school Curriculum/Team Leaders to the administration and approved by the Superintendent.

**ARTICLE XXVII
SENIOR PROJECT COORDINATOR**

The District may appoint a Senior Project Coordinator for the purpose of overseeing the high school Senior Project. The Coordinator is responsible for updating and producing the Senior Project handbook; identifying, securing and educating the community members who serve as senior project mentor; facilitating the assessment of the senior project papers and presentations; working with the Senior Project advisors; and coordinating and collecting assessment data on the Senior Project program. The Principal will recommend for the Superintendent's approval, teacher(s) to serve as Senior Project Coordinator(s). No teacher is obligated to accept an assignment as Senior Project Coordinator. The Senior Project Coordinator is a one-year position. Each person holding the position of Senior Project Coordinator will receive a stipend of \$4000.

**ARTICLE XXVIII
SENIOR PROJECT ADVISOR**

The District may appoint teachers as high school Senior Project Advisors for the purpose of providing each senior with a faculty member who will support them in the various steps of the Senior Project. The advisor will meet weekly with the seniors to assist in formulating an "Essential Question", selecting a mentor, developing a plan for research, review the Senior Project Paper and Presentation. The Principal will recommend for the Superintendent's approval, teachers to serve as Senior Project Advisors. No teacher is obligated to accept an assignment as Senior Project Advisor. Senior Project Advisors will receive a stipend of \$600.

**ARTICLE XXIX
BACKGROUND CHECKS**

- A. The following applies to criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002, as from time to time amended:
1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by Law.
 2. A copy of CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
 3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
 4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.

5. Failure of a teacher, after written request, to sign and return to the Superintendent's office within fourteen (14) calendar days such forms as are necessary or advisable to comply with the CORI check, shall be deemed to be and will constitute just cause for discipline up to and including dismissal from employ of the School Committee under the Collective Bargaining Agreement and Massachusetts General Laws Chapter 71. However, prior to implementation of any disciplinary procedures the Committee will provide a seven (7) day grace period to the individual(s) commencing when the Association receives written notice that said individual(s) have not complied with the CORI requirements.
6. In accordance with Chapter 77 of the Acts of 2013 ("An Act Relative to Background Checks"), Massachusetts established the Statewide Applicant Fingerprint Identification Services (SAFIS) program to support fingerprint based state and national criminal history record information (CHRI) checks. All bargaining unit members, as school employees, are subject to the SAFIS programs and are required to submit for the District's review a CHRI report. Based upon the results of the CHRI report, the District shall make a determination regarding the employee/applicants suitability to work for the District.
7. Any disciplinary action taken as a result of the information discovered through the CORI and/or CHRI checks will be in accordance with the Collective Bargaining Agreement and/or the Law.

ARTICLE XXX DRUG FREE WORKPLACE

The Mount Greylock Regional School Committee, in compliance with the Drug-Free Schools and Communities Act and in particular, Part 86, agrees to provide a drug free workplace. The following rules and regulations are in effect for all of its employees:

- A. All employees are prohibited from possessing, using, or distributing illicit drugs or alcohol on school premises or at any school-sponsored activity. Illicit drugs are defined as controlled substances under M.G.L. Chapter 94C and include narcotics, cannabis, stimulants, depressants, and hallucinogens. Alcohol is defined as alcoholic beverages containing beer, wine, or distilled spirits.
- B. Any employee found to be in possession of, under the influence of, or distributing drugs or alcohol, as defined in Paragraph A, will be subject to appropriate disciplinary action with sanctions ranging from; a warning/ oral reprimand, a letter to be included in the employee's personnel file, suspension from work without pay, completion of an appropriate rehabilitation program approved for such purposes by a federal state, or local health, law enforcement, or other appropriate agency, up to and including termination of employment and referral for prosecution.
- C. The School System will make available to its employees, upon request, a current list of drug and alcohol counseling, rehabilitation or reentry programs available in the general area.

- D. A copy of this policy indicating mandatory compliance with the standards of conduct as listed in Paragraph A will be provided to every employee of the district upon its adoption and thereafter will be given to each new employee with his/ her contractual agreement.
- E. The Mount Greylock Regional Schools will conduct a biannual review of all aspects of its programs dealing with the Drug-Free Schools and Communities Act to determine its effectiveness, to implement change if needed, and to ensure that the disciplinary sanctions as described paragraph B are consistently enforced.

**ARTICLE XXXI
JUST CAUSE**

A teacher with professional teacher status shall not be disciplined or dismissed without just cause. Teachers have the right to leaves of absence as per the contract and under the Family and Medical Leave Act, and the teachers are entitled to the full protections provided by the law and the collective bargaining agreement.

**ARTICLE XXXII
INDEMNITY**

A. Indemnity

The Committee shall, where appropriate, comply with the provisions of Chapter 258 of the General Laws of the Commonwealth as from time to time amended.

B. Protection

1. If civil proceedings are brought against a teacher alleging that teacher committed an assault in the course of employment, the Committee may elect upon the request to furnish legal counsel to defend teacher in such proceedings if the teacher requests such assistance. If the Committee does not provide such counsel when requested and the teacher prevails in the civil proceedings, the Committee will reimburse the teacher for reasonable counsel fees incurred by the teacher.
2. Notwithstanding the provisions of paragraph B.1. of this Article, Committee shall not provide legal counsel if the assault is alleged to have been made upon a fellow employee or a member of the Committee.

ARTICLE XXXIII EVALUATION

We believe that the degree to which teachers are able to perform effectively in the classroom becomes the single, most important factor in determining the type and quality of education that children will receive. To this end, the teachers, administration, and the School Committee of the Mt. Greylock Regional School District are committed to encouraging, supporting, and maintaining the highest possible standards of teaching. In compliance with The Massachusetts Educational Reform Act of 1993, as well pursuant to 603 CMR 35.00, the Mt. Greylock Regional School District adopts the following performance standards and evaluation procedures in the expectation that these standards and evaluation processes will help promote competent and effective teaching.

The standards and evaluation system that follow are based upon a philosophy that a high level of teacher effectiveness can only be achieved in an atmosphere of mutual respect and positive dialogue between teacher and evaluator. Promoting professional growth and exemplary teaching practice is recognized as a complex process that requires the unflagging interest, support and enthusiasm of all parties of interest. With such principles in mind, the Mt. Greylock Regional School District has established what it considers worthy teacher performance standards and an effective evaluation procedure that encourages and supports meaningful professional development and continuous assessment of teaching competency.

Teacher evaluation shall provide a record for personnel decisions, including decisions by the Principal/Superintendent on professional teacher status.

The processes and procedures of evaluation shall be conducted in accordance with Appendix C of this Agreement.

ARTICLE XXXIV TRANSFERS

It is agreed that transfers of teachers from school to school will occasionally be necessary. It is further agreed that such transfers may be disruptive to the educational process. In order to effectuate orderly adjustments, the following methods will be employed.

- A. A transfer shall be defined as moving from one school to another or being placed in a discipline which utilizes a different license.
- B. All bargaining unit member volunteers will be considered for transfers first.
- C. In the event that transfers are to be involuntary, the Superintendent will consider the best interest of the District, which includes factors such as length of service in the system and areas of licensure in making the decision as to who shall be transferred. The Superintendent shall make every effort to not transfer a teacher(s) from one building to another. Unless the best interest of the District cannot be otherwise preserved and

protected sufficiently, fifteen (15) school days written notice shall be given in all cases of transfer during the school year. Involuntary transfers may be made only after discussion between the Superintendent and the teacher of the reason for the transfer. If the teacher objects to the transfer after such discussion, the transfer may still proceed. However, s/he may together with a representative of his/her choosing meet with the Superintendent within ten (10) school days to discuss the matter. When a teacher is not represented by the Association, the Association shall have the right to be present at the election of the teacher to state its views at all stages of the procedure.

- D. Teachers will be notified of any transfers as far in advance as possible and normally not later than June 15. In the event unusual circumstances require transfer after June 15, the teacher will be notified as soon as possible of the reason for the change. The Principal will make a reasonable effort to schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written transfer notification.
- E. Teachers desiring transfers may submit written requests to the Superintendent indicating the assignment preferred. Such requests must be submitted between September 1 and April 15 of each school year to be considered for the following school year. .
- F. In the event that a vacancy becomes available in the summer, the Superintendent shall notify the Association President in writing by email. Any teacher desiring transfer into said position shall be allowed to apply for the position whether or not s/he had previously submitted a written request for transfer.
- G. Whenever feasible, any teacher who is transferred to another school due to the elimination of his/her position, will have the opportunity to return to his/her original professional assignment should the position become reinstated within two (2) years.
- H. It is agreed that no grievances are to be submitted as to this Article or to the transfer process described hereunder unless the process is discriminatory, arbitrary, capricious or not in accordance with the practice set forth above.

ARTICLE XXXV VACANCIES AND POSTINGS

Whenever a vacancy in a professional position occurs, the Principal shall promptly deliver written notice (such as email) thereof to the President of the Association. Such notice shall set forth the title of the position, licensure requirements, and compensation (such as "per the CBA"). Positions shall be posted in the school building in which the position is to be filled for at least five (5) week days, unless there are exigent circumstances. Applications for such positions shall be accepted from professional personnel within and without the school system. The Principal agrees that it shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the Principal, the professional background, attainments and experience of the applicants deemed by it to be most qualified are, in its opinion, substantially equal, it will give

preference to an applicant then currently employed by the Committee unless, in the opinion of the Principal, the grant of such preference shall not be in the best interest of the school system. The decision of the Principal shall not be subject to Article VII (Grievance Procedure).

ARTICLE XXXVI REDUCTION IN FORCE

- A. If the Committee, in the exercise of its discretion, determines that it shall reduce the number of teachers employed by it, it shall, subject to the provisions of the General Laws of this Commonwealth, implement such reduction in the following manner:
- (a) It shall determine the position or positions to be eliminated and shall so advise the Association in writing (such writing shall be delivered to the President of the Educators Association within the ten days next ensuing the day of such determination).
 - (b) The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.
 - (c) If implementation cannot be fully accomplished as provided in Paragraph (b) hereof, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers in accordance with Paragraph 3. A teachers' job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L.,c.71, s. 38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior five (5) year period. No distinction shall be made between the overall performance ratings established by the board of elementary and secondary finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary.
 - (d) It is recognized that proceeding in accordance with sub-paragraphs (a), (b), and (c) may entail the transfer of teachers from one position to another. The nature and extent of such transfer shall be determined by the Administration.
 - (e) The School Committee agrees that there will be no Reductions in Force based on the use of distance education in the school curriculum.
- B. Seniority shall be measured in terms of a teacher's length of service in years, months and days from the first day of employment in the District (seniority of part-time teachers shall be prorated). By October 1 of each year, the District shall publish a preliminary seniority list setting forth the seniority of each teacher in each subject area. The preliminary seniority list shall include the following:

- 1) Name
- 2) Appointment Date
- 3) License(s)

By February 1 the Principal or his/her designee will post the updated seniority list with the above information. All errors and omissions in such list shall be called to the attention of the District within fifteen school days. By March 1 the District will publish a final seniority list, which list shall be final and binding upon all parties.

- C. In the event that the Committee implements a reduction-in-force pursuant to Paragraph A, teacher qualification means the following: A teacher is qualified to teach in a subject field if the teacher is licensed to teach in that subject field.
- D. If the implementation of the reduction in force in accordance with Paragraph A of this Article produces for termination two or more teachers with identical seniority, the Superintendent shall terminate the teacher with the lowest level of formal educational training.
- E. The School Committee agrees that there will be no Reductions In Force solely based on the use of distance education in the school curriculum.
- F. Teachers who have been terminated in accordance with the provisions herein above set forth shall be entitled to recall rights for a period of two (2) years from the effective date of termination. If a teaching vacancy shall occur during the said two (2) year period, such teacher shall be notified of such vacancy (such notice shall be delivered by certified mail, return receipt requested, and shall be addressed to the teacher involved at the address appearing in the records of the School District). If one or more of said teachers shall, within 14 days of the date of such notice, advise the Superintendent in writing that teacher is desirous of being appointed to such vacancy and said teacher is appropriately licensed, teacher with the most seniority at time of termination shall be granted preference with respect to filling such position. The re-employment of any such teacher shall immediately vest in such teacher such rights and benefits as shall have accrued to the teacher at the time of termination.
- G. Teachers who have been terminated in accordance with the provisions of this Article shall be given consideration on the substitute list during the two (2) years next ensuing date of termination.
- H. Any teacher who has been terminated as herein provided shall be permitted to continue the group life and health insurance coverage for that period allowed by COBRA provided that the teacher shall promptly reimburse the School District for the cost thereof.
- I. Nothing herein shall be construed as precluding or inhibiting the exercise by the Committee and the Administration of its right to terminate any one or more teachers who have not attained professional teacher status for reasons other than a reduction in force. In the event that a teacher who has not attained professional teacher status is discharged or

not renewed for reasons other than reduction in force and such discharge or non-renewal does coincidentally result in a reduction in force, it shall be the burden of teacher so discharged or not renewed to prove, by a fair preponderance of the evidence, that the discharge or non-renewal was due solely and exclusively for purpose of effecting a reduction in force.

- J. When a teacher is recalled to a vacancy which is less than a full-time position, the teacher shall be paid a salary calculated by multiplying that rate set forth in Appendix A at such teacher's appropriate level by the said teacher's prorated portion of service. The recalled teacher may refuse appointment to a less than full-time position and retain recall rights.

ARTICLE XXXVII PROFESSIONAL DAYS

Elementary teachers may, upon the approval of the Principal, be allowed three (3) professional days per school year for the purpose of visiting other schools, attending conferences or other activities of an educational nature in the teacher's field of involvement.

The Superintendent or his/her designee may but need not grant temporary leaves of absence without loss of pay for middle/high school teachers for the following reasons and upon the following terms and conditions: (the grant or denial of leave by the Superintendent shall be conclusive and his decision shall not be subject to grievance or arbitration).

- i. For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided the request is made to the Superintendent or his/her designee and then only for a period not in excess of three (3) days.
- ii. For the purposes of attending conventions, seminars and conferences provided the request is made to the Superintendent or his/her designee in writing at least ten days (10) before the commencement of the time of the requested absence.

ARTICLE XXXVIII CLASS SIZE

The School Committee and the Association recognize that Pupil-Teacher ratio is an important factor in quality education and the Committee, whenever possible, subject to space availability and other education considerations will insure that the Pupil-Teacher ratio is beneficial for Pupil and Teacher. Class sizes will be made giving consideration to the physical size and facilities of the classroom, the special needs of the students involved, the availability of textbook and other materials, and the resource personnel and space available to accommodate them in the building.

In an effort to provide quality education at Mt. Greylock Regional School District, the M.G.E.A. and the School Committee will provide a class-size-review process.

This informal class-size review process amongst staff personnel may begin upon request by a teacher or administrator.

The purpose of this process is to examine problems created by excessive class sizes and related concerns of a non-discriminatory nature to determine viable solutions, i.e., hiring staff, purchase of special materials, flexible ability groupings, creative use of professional staff, and/or planning and release time to teachers of larger classes. Such review will seek remedies to address problems created by excessive class size and such permissible related concerns.

This informal class-size review process amongst staff personnel may begin upon request by a teacher or administrator. Such review will seek remedies to address problems created by excessive class size. If necessary, recommendations shall be forwarded to the School Committee who shall take action as it may deem appropriate.

In most instances, teachers and administrators will make accommodations that do not require school committee intervention. Such accommodations may be done using existing staff and resources.

The participants in the Class Size Review Committee will be decided upon by the Superintendent and the M.G.E.A. by mutual agreement.

ARTICLE XXXIX NEW EMPLOYEE PLACEMENT

- A. A teacher so first employed during the term of this Agreement shall be advised, in writing, of the vertical and horizontal levels at which he/she is first employed (and number of years of work experience recognized).
- B. A teacher so first employed shall be placed within the vertical and horizontal level set forth in the applicable salary schedule commensurate with the teacher's degree, work experience and graduate credits and as they relate to teachers currently employed by the Committee.
- C. Nurses with degrees will be treated as teachers in regard to their education and experience in respect to their placement on the nurses' salary schedule. A registered nurse will be placed on the salary schedule at one hundred percent (100%) of the BA column.
- D. Credit for salary schedule placement for Partial Year and Part-time Teaching
 - i. Each completed year of full-time teaching in a licensed teaching position, shall count as one step on the salary schedule.
 - ii. For purposes of initial placement on the salary guide, a teacher who has completed one hundred (100) days or more of full-time teaching in a position for which the teacher is licensed shall receive credit for one full year of teaching.

- iii. A teacher who shall have been employed by the Mt. Greylock Regional School District for less than ninety (90) days shall not be eligible for a step advancement on September 1 following his/her initial appointment.

ARTICLE XL MENTORING

Mentoring of teachers is a vital component in ensuring excellence in education. A mentor teacher will make him or herself available for weekly one hour meetings. Mentoring will consist of open dialog, reciprocal classroom obligations, and constructive feedback in a mutually supportive environment. If Administration determines a teacher is in need of significant mentoring, such as new teacher, the stipend shall be an annual stipend in the amount of eight hundred fifty dollars (\$850). A teacher mentoring a teacher who administration determines is in need of less mentoring, such as an experience teacher, shall receive an annual stipend of six hundred dollars (\$600).

ARTICLE XLI JOB SHARING

The following criteria shall apply to job-sharing arrangements:

- Written requests shall be made to the Principal no later than February 1st.
- Each applicant is urged, but not required, to recommend a particular job sharing partner.
- The job sharing arrangement will not result in additional costs to the District.
- The request will specify which job-sharing partner is eligible for health insurance benefits. It is understood that other benefits such as sick leave and longevity will be prorated.
- The Principal will make recommendations regarding these requests to the Superintendent.
- The Superintendent will make final decisions regarding job-sharing requests no later than March 15th.
- A job-sharing request may be approved by the Superintendent for up to two (2) years.
- Job sharing partners may re-apply one or more times to renew their job-sharing arrangements following the same criteria and procedures in this article.
- The Superintendent's decision is final and not subject to grievance or arbitration.

**ARTICLE XLII
TEACHER/SCHOOL FACILITIES**

The School Committee will make every effort to provide the following facilities:

- A. A teacher work area(s) containing adequate equipment and supplies to aid in the preparation of instructional materials. Said room and equipment are to be kept in neat, workable condition.
- B. A room in each school building reserved for the use of professional employees as a faculty lounge, which will include a limited service telephone. Said room will be in addition to the aforementioned teacher work area.
- C. A serviceable desk, chair, personally issued school technology device with direct printer access and file cabinet in each classroom.
- D. There will be one bulletin board in each school building (in the faculty lounge or mail room) for the purpose of displaying notices, circulars, and other Association materials.
- E. An individual mailbox of each teacher.
- F. The Association will have the right, as exclusive representative of the staff, to use the school building without cost at reasonable times for meetings. The Principal will be notified in advance of the time and place of all such meetings.
- G. School keys fobs will be available to all teachers. These fobs will allow teachers to have appropriate access to the school. Teachers shall have access to the building on weekends and vacations, unless the building principal informs staff of times when access is restricted.
- H. Insofar as practicable, an area with supplies for the presentation of instructional materials.
- I. Adult restrooms will be made available in each school building to employees.

**ARTICLE XLIII
FAMILY MEDICAL LEAVE ACT,
MASSACHUSETTS PARENTAL LEAVE ACT,
AND SMALL NECESSITY LEAVE ACT**

All provisions of the Family and Medical Leave Act, Massachusetts Parental Leave Act, Domestic Violence Leave Act (DVLA), and Small Necessity Leave Act will be followed. The provisions of these laws (as well as the application form for SNLA leave) are posted in the staff room, mail room, and on the staff area website of the school.

**ARTICLE XLIV
CHILD REARING**

- A. The Committee shall grant temporary leave of absence to teachers for the purpose of rearing a child born of the teacher or of the spouse of the teacher or adopted by the teacher or the spouse of the teacher. The teacher shall request such leave, in writing, prior to the birth or adoption, unless exigent circumstances exist, but in no case later than the twenty (20) calendar days immediately following the day of the birth of the child or within the twenty (20) calendar days immediately following the placement of a child with the teacher or teacher's spouse for adoption.

- B. As soon as reasonably known, the teacher shall provide:
 - i. the date of birth of the child or the date the child adopted.
 - ii. the date that the leave is to begin.
 - iii. the date that the leave is to end.
 - iv. an assurance that the teacher will immediately resume teaching within the District upon expiration of the leave.

- C. The duration of the leave granted hereunder shall not exceed twelve (12) calendar months. If leave granted hereunder shall begin after the first day of February, the teacher will be deemed to have served a full year for purposes of salary increment.

- D. The Committee will grant ten (10) days of paid leave, without any deduction from accumulated sick leave, for child rearing or adoption; provided that there was a timely request for child-rearing leave as specified in paragraph 1 above, and the paid leave is taken within thirty (30) calendar days immediately following the birth or arrival of the adopted child.

No more than one such paid leave may be received within a school year. Unused time may not be carried from one school year to the next school year. The time shall not be increased as a result of multiple births or adoptions. If both spouses are employed by the District, the total amount of paid time may be taken by one spouse or divided between the spouses.

**ARTICLE XLV
SUBSTITUTING AND OTHER ASSIGNMENTS**

- A. Teachers will not be required to substitute for other teachers or perform non-teaching assignments except in the case of an emergency which occurs during the course of a school day.

- B. The nurse will not be required to perform substitute teacher duties during the school day for the length of this agreement.

**ARTICLE XLVI
FIELD TRIPS**

Meals will be provided or reimbursed twenty five dollars (\$25.00) by the Mt. Greylock Regional School District for teachers involved in overnight days on field trips for each day working of an overnight field trip.

Teachers whose responsibilities are not otherwise covered by a stipend and who travel overnight with students on field trips or other school-sponsored activities will receive a stipend of one hundred and fifty dollars (\$150) per night.

**ARTICLE XLVII
MILEAGE**

Teachers shall be reimbursed for mileage at the prevailing IRS reimbursement rate when required by Administration to use their personal vehicle to travel on behalf of the District outside of the teacher's regular assignment.

Regarding the District and County wide professional development day, with preapproval, the mileage reimbursement shall be paid for roundtrip miles driven beyond fifty (50) miles from the teacher's designated worksite.

**ARTICLE XLVIII
NURSE INSTRUCTION**

The nurse will provide instruction in accordance with the DESE SISP rubric for school nurses, indicator I-A4 well-structured lessons, as requested by the building principal, which may include up to two sessions per week. The lessons would be delivered in a push in model. The clear expectation is that an actual class regarding health is instructed, not a session to review personal hygiene. By way of example, BOTVIN life skill curriculum through the District Attorney's Office.

**ARTICLE XLIX
DURATION**

This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect through June 30, 2021. It may not be extended in whole or in part other than by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 24th day of June, 2019.

MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE

By Régina M. D. Lago
Chairperson

6-24-19
Date Signed

MOUNT GREYLOCK EDUCATORS ASSOCIATION

By M. J. V. [Signature]
President

6/25/19
Date Signed

**APPENDIX A
SALARY SCHEDULES**

Teacher Salary Schedule

2018-2019

	BA	MA	MA+15	MA+30	MA+45/CAGS	MA+60	DOC
1	\$40,202	\$50,715	\$51,729	\$52,764	\$53,819	\$54,357	\$54,895
2	\$42,031	\$51,729	\$52,764	\$53,819	\$54,895	\$55,444	\$55,993
3	\$43,944	\$52,764	\$53,819	\$54,895	\$55,993	\$56,553	\$57,113
4	\$44,932	\$53,819	\$54,895	\$55,993	\$57,113	\$57,685	\$58,256
5	\$45,943	\$57,586	\$58,739	\$59,913	\$61,111	\$61,723	\$62,334
6	\$46,976	\$59,602	\$60,794	\$62,010	\$63,250	\$63,883	\$64,515
7	\$48,033	\$61,688	\$62,922	\$64,180	\$65,464	\$66,119	\$66,773
8	\$49,114	\$63,847	\$65,124	\$66,427	\$67,755	\$68,433	\$69,111
9	\$50,218	\$66,082	\$67,403	\$68,752	\$70,126	\$70,828	\$71,529
10	\$51,348	\$68,394	\$69,762	\$71,158	\$72,581	\$73,307	\$74,032
11	\$52,503	\$70,788	\$72,204	\$73,648	\$75,121	\$75,873	\$76,624
12	\$53,684	\$73,266	\$74,732	\$76,226	\$77,751	\$78,528	\$79,305
13	\$54,892	\$75,830	\$77,347	\$78,894	\$80,472	\$81,277	\$82,081
14	\$57,389	\$78,484	\$80,055	\$81,655	\$83,288	\$84,121	\$84,954
15	\$58,680	\$81,231	\$82,856	\$84,513	\$86,203	\$87,065	\$87,927
New A	\$60,000	\$82,703	\$84,357	\$86,044	\$87,765	\$88,643	\$89,520
16		\$84,074	\$85,756	\$87,471	\$89,220	\$90,113	\$91,005
New B		\$85,546	\$87,257	\$89,002	\$90,782	\$91,690	\$92,598
17		\$87,017	\$88,757	\$90,533	\$92,343	\$93,267	\$94,191

Mt. Greylock bargaining unit employees hired prior to July 1, 2018 are not subject to the steps A & B.

Teacher Salary Schedule

2019-2020
1.5% Increase

	BA	MA	MA+15	MA+30	MA+45/CAGS	MA+60	DOC
1		\$51,476	\$52,505	\$53,555	\$54,626	\$55,172	\$55,718
2	\$42,661	\$52,505	\$53,555	\$54,626	\$55,718	\$56,276	\$56,833
3	\$44,603	\$53,555	\$54,626	\$55,718	\$56,833	\$57,401	\$57,970
4	\$45,606	\$54,626	\$55,718	\$56,833	\$57,970	\$58,550	\$59,130
5	\$46,632	\$58,450	\$59,620	\$60,812	\$62,028	\$62,649	\$63,269
6	\$47,681	\$60,496	\$61,706	\$62,940	\$64,199	\$64,841	\$65,483
7	\$48,753	\$62,613	\$63,866	\$65,143	\$66,446	\$67,111	\$67,775
8	\$49,851	\$64,805	\$66,101	\$67,423	\$68,771	\$69,459	\$70,148
9	\$50,971	\$67,073	\$68,414	\$69,783	\$71,178	\$71,890	\$72,602
10	\$52,118	\$69,420	\$70,808	\$72,225	\$73,670	\$74,407	\$75,142
11	\$53,291	\$71,850	\$73,287	\$74,753	\$76,248	\$77,011	\$77,773
12	\$54,489	\$74,365	\$75,853	\$77,369	\$78,917	\$79,706	\$80,495
13	\$55,715	\$76,967	\$78,507	\$80,077	\$81,679	\$82,496	\$83,312
14	\$58,250	\$79,661	\$81,256	\$82,880	\$84,537	\$85,383	\$86,228
15	\$59,560	\$82,449	\$84,099	\$85,781	\$87,496	\$88,371	\$89,246
New A	\$60,900	\$83,944	\$85,622	\$87,335	\$89,081	\$89,973	\$90,863
16		\$85,335	\$87,042	\$88,783	\$90,558	\$91,465	\$92,370
New B		\$86,829	\$88,566	\$90,337	\$92,144	\$93,065	\$93,987
17		\$88,322	\$90,088	\$91,891	\$93,728	\$94,666	\$95,604

Mt. Greylock bargaining unit employees hired prior to July 1, 2018 are not subject to the steps A & B.

Teacher Salary Schedule

2020-2021
1.5% Increase

	BA	MA	MA+15	MA+30	MA+45/CAGS	MA+60	DOC
1		\$52,248	\$53,293	\$54,359	\$55,446	\$56,000	\$56,554
2		\$53,293	\$54,359	\$55,446	\$56,554	\$57,120	\$57,685
3	\$45,272	\$54,359	\$55,446	\$56,554	\$57,685	\$58,262	\$58,839
4	\$46,290	\$55,446	\$56,554	\$57,685	\$58,839	\$59,429	\$60,017
5	\$47,332	\$59,327	\$60,514	\$61,724	\$62,958	\$63,589	\$64,218
6	\$48,396	\$61,403	\$62,631	\$63,884	\$65,162	\$65,814	\$66,465
7	\$49,485	\$63,553	\$64,824	\$66,120	\$67,443	\$68,117	\$68,791
8	\$50,598	\$65,777	\$67,092	\$68,435	\$69,803	\$70,501	\$71,200
9	\$51,736	\$68,079	\$69,440	\$70,830	\$72,246	\$72,969	\$73,691
10	\$52,900	\$70,461	\$71,871	\$73,309	\$74,775	\$75,523	\$76,270
11	\$54,090	\$72,928	\$74,386	\$75,874	\$77,392	\$78,166	\$78,940
12	\$55,307	\$75,480	\$76,991	\$78,530	\$80,101	\$80,902	\$81,702
13	\$56,551	\$78,122	\$79,685	\$81,279	\$82,904	\$83,734	\$84,562
14	\$59,124	\$80,856	\$82,475	\$84,123	\$85,805	\$86,664	\$87,522
15	\$60,454	\$83,686	\$85,360	\$87,067	\$88,808	\$89,697	\$90,585
New A	\$61,814	\$85,203	\$86,907	\$88,645	\$90,418	\$91,322	\$92,226
16		\$86,615	\$88,348	\$90,115	\$91,917	\$92,837	\$93,756
New B		\$88,132	\$89,894	\$91,692	\$93,526	\$94,461	\$95,397
17		\$89,647	\$91,440	\$93,269	\$95,134	\$96,086	\$97,038

Mt. Greylock bargaining unit employees hired prior to July 1, 2018 are not subject to the steps A & B.

Nurse Salary Schedules

2018-2019		
	BA	MA
1	\$40,202	\$50,715
2	\$42,031	\$51,729
3	\$43,944	\$52,764
4	\$44,932	\$53,819
5	\$45,943	\$57,586
6	\$46,976	\$59,602
7	\$48,033	\$61,688
8	\$49,114	\$63,847
9	\$50,218	\$66,082
10	\$51,348	\$68,394

2019-2020		
	BA	MA
1		\$51,476
2	\$42,661	\$52,505
3	\$44,603	\$53,555
4	\$45,606	\$54,626
5	\$46,632	\$58,450
6	\$47,681	\$60,496
7	\$48,753	\$62,613
8	\$49,851	\$64,805
9	\$50,971	\$67,073
10	\$52,118	\$69,420

2020-2021		
	BA	MA
1		\$52,248
2		\$53,293
3	\$45,272	\$54,359
4	\$46,290	\$55,446
5	\$47,332	\$59,327
6	\$48,396	\$61,403
7	\$49,485	\$63,553
8	\$50,598	\$65,777
9	\$51,736	\$68,079
10	\$52,900	\$70,461

APPENDIX B STIPENDS

Teachers appointed by the Superintendent to positions of responsibility listed in this appendix shall receive an annual stipend for these positions. All appointments shall be made annually by the Superintendent.

In the event that MGEA wishes to suggest adding to the collective bargaining agreement, as an addendum to the agreement, additional before and/or after school programs, said request(s) and the suggested pay for the program shall be submitted to the School Committee no later than March 15th for the following school year. The School Committee shall render a decision on the request(s) no later than June 1st. If the Association's requested stipend is not acceptable, the School Committee shall negotiate the stipend of the position(s) in question with the MGEA prior to the June 1st deadline. In the event there is no agreement on this stipend amount, then the program will not be implemented the following school year.

1. Athletic Director: The Athletic Director's salary is \$9,000 per year, and includes the full year's responsibility for the position. The Athletic Director is also entitled to two release periods per day.
2. Summer Work: Summer work refers to the continuation of regular duties. As needed, compensation will be paid at the per diem rate of (1/number of contractual work days) of the individual's annual salary.

Middle/High School Stipends

Negotiated across the board salary increases for the 2019-2020 and 2020-2021 school years shall be applied to all Middle/High School Stipends.

Each Musical Assistant Director will receive 67% of the stipend scheduled for Musical Director on the step where the Assistant is placed.

There will be a four-step stipend schedule for each coaching and assistant coaching position

- Step 1 70% of maximum stipend
- Step 2 80% of maximum stipend
- Step 3 90% of maximum stipend
- Step 4 100% of maximum stipend

All assistant coaches shall receive 67% of the stipend scheduled for head coach on the step where the assistant coach is placed.

Initial placement will be recommended by the Athletic Director to the Superintendent and will take into consideration coaching experience at Mount Greylock or elsewhere. In the case of coaching experience in an activity other than the one in which the candidate is being recommended, two years will be equated to each step on the schedule. Notwithstanding the

aforementioned, a coach shall not be placed initially at Step 4 unless said coach has had at least three years of previous coaching in that sport, and has coached at least one year of any sport at Mount Greylock.

STIPENDS

Co-Curricular Position

	FY19	FY20	FY21
Musical Director	\$5,206	\$5,284	\$5,363
Newspaper Advisor	\$4,023	\$4,083	\$4,145
Yearbook Advisor	\$4,023	\$4,083	\$4,145
Senior Class Advisor	\$4,023	\$4,083	\$4,145
Spring Drama	\$2,840	\$2,883	\$2,926
Middle School Musical	\$2,840	\$2,883	\$2,926
Junior Class Advisor	\$2,603	\$2,642	\$2,682
Junior Classical League	\$2,603	\$2,642	\$2,682
Student Council Advisor	\$2,603	\$2,642	\$2,682
Band Leader	\$1,656	\$1,681	\$1,706
Middle School Activities Dir. (SOC)	\$1,656	\$1,681	\$1,706
IRIS (literary magazine)	\$1,656	\$1,681	\$1,706
National Honors Society	\$1,183	\$1,201	\$1,219
Pep Club Advisor	\$1,183	\$1,201	\$1,219
Freshman Class Advisor	\$828	\$840	\$853
Sophomore Class Advisor	\$828	\$840	\$853
Club Advisor	\$639	\$649	\$658
SMILE	\$639	\$649	\$658
Gender Sexuality Alliance (GSA)	\$639	\$649	\$658
MakerSpace	\$639	\$649	\$658
MG Off-Season Athletic Training (MGOAT)	\$639	\$649	\$658
Robotics Club	\$639	\$649	\$658
Spanish Club	\$639	\$649	\$658
Youth Environment Squad	\$639	\$649	\$658

Coaching Position		Step 1	Step 2	Step 3	Step 4
Head Coach:					
Football,	FY19	\$4,141	\$4,733	\$5,324	\$5,916
Nordic Varsity (b/g),	FY20	\$4,203	\$4,804	\$5,404	\$6,005
Track & Field,	FY21	\$4,266	\$4,876	\$5,485	\$6,095
Wrestling					
Assistant Coach:					
Football,	FY19	\$2,774	\$3,171	\$3,567	\$3,964
Nordic Varsity (b/g),	FY20	\$2,816	\$3,219	\$3,621	\$4,023
Track & Field,	FY21	\$2,858	\$3,267	\$3,675	\$4,084
Wrestling					
Head Coach-Varsity:					
Baseball,	FY19	\$3,644	\$4,165	\$4,685	\$5,206
Basketball (b/g),	FY20	\$3,699	\$4,227	\$4,755	\$5,284
Cross-Country,	FY21	\$3,754	\$4,291	\$4,827	\$5,363
Running (b/g),					
Lacrosse (b/g),					
Soccer (b/g),					
Softball,					
Volleyball					
Assistant Coach-Varsity:					
Baseball,	FY19	\$2,442	\$2,790	\$3,139	\$3,488
Basketball (b/g)	FY20	\$2,479	\$2,832	\$3,186	\$3,540
	FY21	\$2,516	\$2,874	\$3,234	\$3,593
Head Coach – Junior Varsity:					
Baseball,	FY19	\$2,442	\$2,790	\$3,139	\$3,488
Basketball (b/g),	FY20	\$2,479	\$2,832	\$3,186	\$3,540
Soccer (b/g),	FY21	\$2,516	\$2,874	\$3,234	\$3,593
Softball,					
Volleyball					
Head Coach – Varsity:					
Alpine Ski,	FY19	\$2,319	\$2,650	\$2,982	\$3,313
Golf,	FY20	\$2,354	\$2,690	\$3,027	\$3,363
Tennis (b/g)	FY21	\$2,389	\$2,730	\$3,072	\$3,413
Assistant Coach – Varsity:					
Alpine Ski,	FY19	\$1,554	\$1,776	\$1,998	\$2,220
Golf,	FY20	\$1,577	\$1,803	\$2,028	\$2,253
Tennis (b/g)	FY21	\$1,601	\$1,830	\$2,058	\$2,287

Middle/High School Curriculum Development Stipend

Middle/High School teacher eligibility for curricular development stipend(s) shall be in accordance with the following:

1. New Course- What qualifies for a new course eligible for compensation is one that has never been part of the Program of Study, or one for which there is no developed curriculum. Examples of developed curriculum include those driven by scope and sequence-based textbooks and curriculum developed by/for other institutions/programs such as MCLA or Exploring Computer Science.
2. Developed over the Course of the Summer- Only courses developed by teachers over the course of the summer shall be eligible. If a new class is developed during the school year while it is being taught, the development of curriculum is a standard expectation of the teaching position.
3. Application- Prior to development of a new course, a teacher must submit in writing to the Principal an intent to develop curriculum which includes a description and a general outline of the course.
4. Approval- The Principal or his/her designee shall review the description and a general outline of the course. The Principal or his/her designee retains full discretion in the decision to approve the proposed development of the new course. If the Principal or his/her designee approves the proposed course with some additional changes, the teacher may agree to developing the course with such changes, or may decide not to create the course and forego compensation. If the Principal rejects the intent to develop proposal, the teacher shall not be eligible for compensation.
5. Product- A completed course design shall include syllabus/introductory letter (2 pages) and complete curriculum map (per format on the shared Google Drive). The syllabus/introduction must include a course content outline, essential questions, types of assessments, expectations for grading, as well as details regarding class management.
6. Compensation- Compensation for an approved new course shall be up to six hundred dollars (\$600). A typical full year course, as well as a distinct semester course, would be eligible for the full six hundred dollars (\$600). There may be instances where the teacher would be eligible for a lesser amount. For example, when a teacher develops a less distinct course, or a shorter, quarter-long course. In the event the course is approved and developed, but for some unforeseen reason the course is not implemented, the teacher who developed the approved course shall still be eligible for compensation. Prior to the development of the course the teacher will be notified of the amount of compensation which will be attached to the completion of the course to be developed.

Elementary School Stipends

Williamstown Elementary

After School Homework Program Coordinator	\$4,000
Math Club Coordinator	\$1,950

Lanesborough Elementary School

Math Club	\$750
Winter/Spring Concert	\$1,000

All Elementary Schools:

Robotics/Lego Robotics	\$1,950
Musical	\$2,250
Curriculum Development and Project Grants	\$50.86 per hour
Community Events approved by the School Committee	\$50.86 per hour

All Schools:

Principal Sub	\$40 per day
MCAS Tutoring	\$45 per hour

APPENDIX C EVALUATION INSTRUMENT

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1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not less than ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties will meet to discuss district determined measures when guidance is released by the State. If DESE releases new regulations or guidelines

concerning District Determined Measures that are intended to be subject to collective bargaining, than neither party waives their bargaining rights.

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

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

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one calendar year for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least 30 instructional days and no more than one calendar year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

In the unusual circumstance where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be a time period sufficient to achieve the goals in the improvement plan of at least 60 instructional days in duration and no more than one calendar year beginning on the next instructional day. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

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

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

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

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
 - P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
 - Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 - R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA/WIDA gain scores.
 - S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but not less

than ten (10) minutes by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this Article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties:** The parties to this agreement are the Mount Greylock School Committee and MGEA.

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

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

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

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

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

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

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

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

Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of

evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures

may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration, but not less than ten (10) minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Mt. Greylock Regional School District adopts the DESE created rubrics.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the

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

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

6) **Evaluation Cycle: Orientation**

- A) The superintendent, principal or designee shall conduct a meeting with all new and Non-PTS Educators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all new and Non-PTS Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins

employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) Non-PTS Educator:
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary on a two year cycle must have at least three unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan.
 - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan.
- 11) **Observations**
- The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- A) Unannounced Observations
- i) Unannounced observations may be in the form of partial or full-period classroom visitations of any duration, but not less than ten (10) minutes.
 - ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, via TeachPoint, by email, placed in the Educator's mailbox or mailed to the Educator's home.
 - iii) The Evaluator will carry a colored index card, which the Evaluator will attempt to bring to the Educator's attention upon entering the class room in order to signal that an unannounced observation is taking place. The Evaluator will also leave a colored index card behind when leaving the classroom. The purpose of the index card is for notification, and the issue of whether the Educator in fact saw or received the notification shall not be subject to grievance or arbitration.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
- ii) Announced observation(s) shall be at least thirty (30) minutes in duration.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

C) Follow up observation

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

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than ten (10) school days before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report. In the event that the Evaluator knows before the completion of the Formative Assessment Report that he/she intends on changing the activities in the Educator Plan, the Evaluator shall meet with the educator before the completion of the Formative Assessment Report to discuss.
- 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, TeachPoint, or by email or to the Educator's school mailbox.
- G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C) No less than ten (10) school days before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
 - F) The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report.
 - G) 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 in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
 - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) **Evaluation Cycle: Summative Evaluation**
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
 - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
 - C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives. In the event that the Evaluator knows before the completion of the Summative Evaluation Report that he/she

intends on changing the Educator's rating to a lower rating, the Evaluator shall meet with the Educator before the completion of the Summative Evaluation Report to discuss.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

- 15) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
 - C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
 - B) A Directed Growth Plan shall be one calendar year in duration.
 - C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - D) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan. The Improvement plan shall be a plan developed by the Evaluator of a time period sufficient to achieve the goals in the improvement plan, of at least 30 instructional days and no more than one calendar year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

In the unusual circumstance where an Educator with PTS moves directly from a self-directed growth plan to an improvement plan, the improvement plan shall be a time period sufficient to achieve the goals in the improvement plan of at least 60 instructional days in duration and no more than one calendar year beginning on the next instructional day. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include suggested activities during the summer preceding the next school year. The Evaluator may not require the Educator to engage in the suggested summer activities.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

- iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. The review shall include, but not be limited to, the parties amending by mutual consent, collectively bargained issues relating to the evaluation instrument, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Where personnel actions are involved, the arbitrator will conclude that the District has substantially complied with the evaluation process only if 1) the educator was adequately and fairly notified of each deficit in his or her performance upon which the Principal and/or the District has made a personnel decision, and 2) the Educator was given access to sufficient resources and time to improve according to the evaluation instrument. If there was substantial compliance regarding the termination or non-renewal of the Educator, then reinstatement will not issue.

**APPENDIX D
DUES AUTHORIZATION FORM**

Teacher's authorization will be in the format set forth below:

"Dues Authorization"

Name _____

Address _____

I hereby request and authorize the Mount Greylock Regional School District Committee to deduct from my earnings and transmit to the Mount Greylock Educators Association an amount sufficient to provide for the regular payment of membership dues as certified by the Mount Greylock Educators Association.

I hereby waive all rights and claims for said monies to be deducted and transmitted in accordance with this authorization, and relieve the Mount Greylock Regional School District Committee and all its officers from any liability whatsoever.

Teacher's Signature _____

Dated _____

Any such authorization for a subsequent school year may be withdrawn by such teachers by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent or his/her designee, who will promptly notify the Association.

The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association shall be certified to the Committee by the Association treasurer on or before September 30th of each school year.

Deductions will be made in equal installments from the first and second paychecks in each month, beginning with the first paycheck in October and ending with the second paycheck in June.

APPENDIX E
GRANDFATHERED PROVISIONS (FORMER LEA AND WEA)

- A. Williamstown Elementary School teachers with at least 15 years of service as of July 1, 2019 shall be eligible for the following:

A unit member who has completed fifteen (15) years of service in the Williamstown Public Schools may choose to increase their salary in either of the following ways by giving the Superintendent written notice by December 31st of the year prior to said salary increase.

- Option A. A nine percent (9%) annual salary increase over and above the negotiated salary schedule for a period not to exceed two (2) years.
- Option B. A fifteen percent (15%) salary increase over and above the negotiated salary schedule for a period not to exceed one year.

Access the above salary increases shall be implemented as follows:

1. An employee may elect to participate only once in either Option A or Option B of the above provision, but not both.
 2. Employees who wish to participate in Option A or Option B of the above provision must notify the Superintendent of Schools in writing on or before December 31st of the school year prior to the school year when such additional payments are to commence.
 3. There shall be a cap of four (4) new participants in the provisions above per school year. In any given school year, the aggregate number of participants in a combination of Options A and B shall not exceed six (6) participants. If more than three (3) employees request to start participation in a given school year, acceptance shall be on a seniority basis provided such employees made their request in accordance with Paragraph 2 above. The School Committee, however, may consider a request to lift the cap in any given school year.
- B. Lanesborough. Lanesborough Elementary School teachers hired prior to July 1, 2007 shall be eligible for the following:

Qualified Lanesborough Elementary School teachers hired prior to July 1, 2007, upon completion of the final year of employment with the Lanesborough School System, shall be paid an amount equal to 55% of his/her full day's pay for thirty percent (30%) of up to one hundred eighty (180) accumulated unused sick days. Such payment will be added to the teacher's final pay check, and shall constitute full payment of his/her salary for the year. This section shall only apply to employees who meet the following criteria:

1. The teacher must have twenty (20) years of service in the Lanesborough School System.
2. The teacher must be at least fifty (50) years of age.
3. The teacher must give notification of intent to retire in writing by February 1st of the year proceeding retirement. Intent to retire shall be submitted on the Intent to Retire Form.
4. The teacher must give his/her irrevocable decision to retire in writing by November 1st in the school year of retirement.* The Irrevocable decision to retire shall be submitted on the Irrevocable Decision to Retire Form.
*In the event a teacher submits his/her written intent to retire by February 1st and does not submit his/her irrevocable decision to retire in writing by November 1st, he/she must submit his/her irrevocable decision to retire in writing by February 1st in order to qualify for the above severance package.