

CONTRACTED AGREEMENT

Between the

QUABBIN REGIONAL SCHOOL DISTRICT

And the

**QUABBIN REGIONAL TEACHER'S ASSOCIATION
(QRTA)**



July 1, 2020 – June 30, 2023

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ARTICLE I – RECOGNITION

The Committee recognizes the Association as the exclusive bargaining unit with respect to wages, hours and conditions of employment for all professional personnel employed by the Quabbin Regional School District, with the following exclusions:

1. The Superintendent of Schools
2. Assistant or Associate Superintendents
3. Guidance Director
4. Supervisor/Director of Special Education
5. All Principals and Assistant Principals, Grades K-12
6. Substitute teachers (including long-term substitutes)
7. Temporary Teachers
8. Monitors; Paraprofessionals; Tutors; Practice Teachers; Interns

Definitions:

- (a) Substitute Teachers: Teachers assigned to fill in (substitute) for a regularly employed teacher
- (b) Temporary Teachers: Teachers assigned to a position that is not filled by a regularly employed teacher, but permanent teachers being sought.

Included employees, unless otherwise indicated, will hereinafter be referred to as "**teachers.**"

"**Years of service**" for each person covered by this Agreement shall be defined as the number of years employed by the Quabbin Regional School District, as well as the years of employment within any of the five member towns prior to regionalization. This definition shall prevail for any contractual item for which the determination of years of service is a factor.

"**Seniority**" shall be considered to mean a teacher's length of service in years, months and days in the bargaining unit provided. The seniority of present teachers, as of the effective date of this Agreement, shall consist of their length of service from their initial date of employment by the District.

In each occurrence, unless otherwise specified, the term "**mutually agreed upon**" will constitute a formal discussion amongst all concerned parties with the outcome of such discussion, in writing, being satisfactory to all parties involved. The process of mutual agreement does not preclude a grievance/complaint claim by a party in interest, or by the Association.

SCOPE AND GENERAL PROVISIONS

- A. Recognizing that our prime purpose is to provide education of the highest quality for the children of the Quabbin Regional School District, and that good morale within the teaching staff of the Quabbin Regional School District is essential to the achievement of that purpose, and recognizing also the responsibilities to the citizens of our member towns (Barre, Hardwick, Hubbardston, New Braintree and Oakham) the Quabbin Regional School District Committee and the Quabbin Regional Teachers Association recognize and agree that:

Under laws of Massachusetts, the Committee has final responsibility for establishing the educational policies of the public schools of the District, and the promotion of effective administrative procedures to carry out such policies, except as otherwise provided in the Agreement. The Committee and/or Superintendent has and will continue to retain, whether

1 exercised or not, the unquestioned right and responsibility to direct the operation of the regional
2 school system, in all its aspects, including but not limited to, the following:

- 3
- 4 1. Initial appointment, appointment to professional status, and granting of annual
5 salary increment of professional staff.
- 6
- 7 2. Selection of courses, program activities, school services, and curriculum organization.
- 8
- 9 3. Selection and supervision of non-professional staff and other employees working on full or
10 part time basis.
- 11
- 12 4. Regulation and control of pupil personnel including attendance, discipline and dress,
13 transportation, released time, and pupil organization.
- 14
- 15 5. Program and supervision of summer and evening school.
- 16
- 17 6. Final approval of instructional calendar, with the provision that the school shall start no
18 earlier than September 1 unless mutual agreement is reached between the QRTA and the
19 School Committee.
- 20
- 21 7. Final approval of educational equipment purchases.
- 22
- 23 8. Planning and construction of new facilities and renovations or remodeling of present
24 facilities.
- 25
- 26 9. Determination of budget and control of expenditures of monies of the District.
- 27
- 28 B. If any provision of the Agreement, or any application of this Agreement to any member of staff
29 covered hereby, shall be found to be contrary to law, such provision or application shall have effect
30 only to the extent permitted by law. All other provisions or applications of the Agreement shall
31 continue in full force and effect.
- 32
- 33 C. In all matters covered by this Agreement, the provisions herein shall control in any case where a
34 conflict may exist between such provisions and any policy, practice, procedure, custom, or writing
35 not incorporated in the Agreement.
- 36
- 37 D. The School Committee will involve the QRTA, on a consulting and advisory basis, in the planning
38 and development of educational policy. In keeping with this spirit, a school committee agenda (for
39 regular monthly and Policy Subcommittee meetings) will be forwarded and posted in each school
40 building. Additionally, the school committee agenda will be available on the District's website at:
41 www.qrsd.org.
- 42
- 43 E. The Association will be notified in writing by the Committee, or its designated agent, of any
44 pending policy changes relating to revision of personnel policies or curriculum. The Association
45 will be provided an opportunity to react to proposed revisions prior to final action by the
46 Committee. The Association shall initiate any proposals or revisions through designated
47 Administrative channels.
- 48
- 49 F. No discriminatory action or act of reprisal will be directed against any teacher for membership in, or
50 activity related to, the Association.
- 51

1 G. The Association shall not call, authorize, instigate, sanction or condone any strike or other activity
2 that directly disrupts the contracted instructional day.
3

4 **ARTICLE II - NEGOTIATIONS PROCEDURE**
5

6 The Committee and the Association do hereby agree that the following procedure will be adhered to in
7 regard to communication between the two groups:
8

- 9 1. **Meetings:** The participating parties will meet upon the written request of either one of
10 them, provided that the request contains a specific reason for the meeting.
11
12 2. **Directing Requests:** The Association or its representative will make its requests to the
13 Superintendent of Schools. The Superintendent will make its requests known to the
14 President of the Association. Parties will agree to a mutually convenient meeting date and
15 place within a reasonable period of time.
16
17 3. **Exchange of Facts, Views, etc.:** Facts, opinions, proposals and counter-proposals will be
18 freely exchanged in good faith during the meeting or meetings.
19
20 4. **Requests for Assistance:** The Committee/Superintendent or Association may call upon
21 competent professional and lay representatives to participate in the discussion and to make
22 suggestions.
23
24 5. **Re-opening of Negotiations:** See Duration ARTICLE XVI
25

26 **ARTICLE III - GRIEVANCE/COMPLAINT PROCEDURE**
27

28 **A. Definitions**
29

- 30 1. A "**grievance**" is a claim, by a teacher or a group of teachers, based upon an alleged
31 violation of this Agreement.
32
33 2. A "**grievant**" is the person or persons making the claim.
34
35 3. A "**party in interest**" is the person or persons making the claim, or any person who might be
36 required to take action, or against whom action might be taken in order to resolve the claim.
37
38 4. A "**complaint**" is a strong concern by a teacher or group of teachers directed to the Administration.
39 The focus of a complaint need not directly be addressed by this Agreement. The procedure to be
40 followed for a complaint shall be the same as for that of a grievance at Levels I - III.
41
42 5. A "**complainant**" is a teacher or group of teachers filing a complaint.
43
44
45
46

47 **B. Purpose**
48

- 49 1. The purpose of these procedures is to secure, at the lowest possible administrative level,
50 equitable solutions to the problems, which may arise affecting the working conditions of
51 teachers.

- 1
2 2. Nothing herein contained will be construed as limiting the right of any teacher(s) having a
3 grievance/complaint to discuss the matter informally with any appropriate member of the
4 Administration, and having the grievance/complaint adjusted without intervention of the
5 Association, provided the adjustment is not inconsistent with the terms of this Agreement.
6

7 **C. Procedure**
8

9 Since it is important that grievances/complaints be processed as rapidly as possible, the alleged
10 contract violation shall be grieved or complaint filed within sixty (60) days of the alleged
11 occurrence and the number of days indicated at each level should be considered as maximum. In
12 short, every effort should be made to expedite the process. The time limits may, however, may be
13 extended by mutual agreement, in writing, between the Superintendent and the President of the
14 Association.
15

16 In the event a grievance/complaint is filed on or after May 1, which, if left unresolved until the
17 beginning of the school year, could result in irreparable harm to a party in interest, the time limits
18 set forth herein may be reduced by mutual agreement of both parties so that the grievance/complaint
19 procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
20

21 **Level One:**
22

23 The grievant/complainant will first file the grievance/complaint with the Principal, either directly or
24 through an Association Representative, with the objective of resolving the matter. Grievance and
25 disposition shall be in writing.
26

27 **Level Two:**
28

- 29 a) If the grievant/complainant is not satisfied with the disposition of the grievance/complaint at Level
30 One, or if no decision has been rendered within five (5) school or business days after presentation of
31 the grievance/complaint, he/she or the Association Representative may file the grievance/complaint
32 in writing with the Superintendent, within five (5) school days after the decision at Level One, or
33 within ten (10) school or business days after the grievance/complaint was presented, whichever is
34 sooner.
35
36 b) The Superintendent shall represent the Administration at Level Two of this procedure. Within five
37 (5) school or business days after receipt of the written grievance/complaint by the Superintendent,
38 s/he shall meet with the grievant/complainant and an Association Representative in an effort to
39 resolve the grievance/complaint. Disposition at Level II shall be in writing.
40

41 **Level Three:**
42

- 43 a) In the case of a grievance, if the grievant is not satisfied with the disposition of his/her grievance at
44 Level Two, or if no decision has been rendered within ten (10) school or business days after the first
45 meeting with the Superintendent, he/she may, within five (5) school or business days after a
46 decision by the Superintendent or fifteen (15) school or business days after s/he has first met with
47 the Superintendent, whichever is sooner, request the Association to submit the grievance to
48 arbitration. If the Association determines that the grievance is meritorious and that submitting it to
49 arbitration is in the best interests of the Quabbin Regional School District, it may submit the
50 grievance to binding arbitration within five (5) days after receipt of a request by the grievant. If the
51 Association does not so act, the grievance shall be dropped.

- 1
2 b) Within ten (10) school days after such written notice of submission to arbitration, the
3 Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain
4 a commitment from said arbitrator to serve.
5
6 c) If the District and the Association cannot agree upon an arbitrator, they shall jointly petition the
7 American Arbitration Association to appoint the arbitrator. The arbitrator so selected will confer
8 with representatives of the District and the Association, hold hearings promptly, and will issue
9 his/her decision no later than twenty (20) days from the date of the final statements and proof are
10 submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings
11 of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or
12 authority to make any decision which requires the commission of an act prohibited by law or which
13 violates or would alter, add to, detract from, or modify the terms of this Agreement.
14
15 d) The costs for the services of this arbitrator, including per diem expenses, if any, and actual and
16 necessary travel and subsistence expenses will be borne equally by the District and the Association.
17

18 **D. Right of Teachers to Representation**

- 19
20 1. No reprisals of any kind will be taken by the Superintendent or by any member of the
21 Administration against any grievant/complainant, any representative of the Association, or any
22 other participant in the grievance/complaint procedure by reason of such participation.
23
24 2. A grievant/complainant may be represented at any stage of the grievance/complaint procedure by a
25 representative of his/her own choosing who is a member of the Association (or its parent
26 organizations) or by a representative not affiliated with any teacher group. When a teacher is not
27 represented by the Association, the Association shall have the right to be present and to state its
28 views at all stages of the grievance/complaint procedure.
29
30 3. In the event that circumstances prevent the Principal or the Superintendent, from participating in
31 their role in the grievance/complaint procedure, he/she shall appoint substitutes who have full
32 power to render decisions at any Level of the procedure in which such substitution(s) become
33 necessary.
34

35 **E. Miscellaneous**

- 36
37 1. If, in the judgment of the Association, a grievance/complaint affects a group or class of teachers, the
38 Association may submit such grievance/complaint in writing to the Superintendent directly, and the
39 processing of the grievance/complaint will proceed at Level Two. The Association may process
40 such a grievance/complaint through all levels of the grievance/complaint procedure even though the
41 grievant/complainant does not wish to do so.
42
43 2. Decisions rendered at Level One and Two of the grievance/complaint procedure will be in writing,
44 setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in
45 interest and to the President of the Association. Decisions rendered at Level Three will be in
46 accordance with procedures set forth in Section C, paragraph 3(c).
47
48 3. All documents, communications, and records dealing with the processing of a grievance/complaint
49 will be filed separately from the personnel file of the participants and will not, except as may be
50 otherwise required under applicable law, be made available to potential employers or others

1 inquiring about such teacher, or participants. Any such documentation will, however, be made
2 accessible to such teacher, or participants, upon request.
3

- 4 4. The Superintendent will, upon request, provide the Association with any documents, or any other
5 available public information which may be necessary for the Association to process
6 grievances/complaints under this Agreement.
7

8 **ARTICLE IV - TEACHING YEAR/LENGTH OF DAY**

9

- 10 A. The President of the QRTA shall be consulted in the preparation of the annual school calendar. If
11 any change is contemplated during the school year, the Executive Board shall be consulted. It is
12 acknowledged that the final decision in this regard rests with the School Committee.
13
- 14 B. During the term of this contract the scheduled teacher work year shall consist of no more than 183
15 days. Any days worked at the request of the district beyond said work year shall be compensated
16 on a per diem basis according to 1/183 of the teacher's salary for the duration of this contract.
17 The length of the school day shall not exceed 7 hours unless by mutual agreement.
18
- 19 C. One half (1/2) professional day at the beginning of each school year will be set aside for
20 teachers to engage in self-directed professional learning or to complete district mandated training
21 online modules.
22
- 23 D. Teachers will be on duty ten (10) minutes prior to the start of the first class or homeroom whichever
24 is first.
25
- 26 E. The dismissal time for teachers shall be fifteen (15) minutes after school buses leave the
27 schoolyard, except where contractual stipulations prevail. Special consideration for staff
28 dismissal shall be made when transportation services are delayed or used for double routes
29 (express routes).
30
- 31 F. As of July 1, 2014, the work year for teachers will consist of one-hundred eighty-three (183) school
32 days, except that new hires will be required to attend new employee orientations and new teacher
33 professional learning sessions for up to four (4) additional days, in each of their first three years.
34 These days will not be compensated.
35
- 36 Teachers who transfer from one content area to another or one grade level to another (for PreK-6
37 teachers) may be required to work such additional days as determined in collaboration with their
38 mentor and their principal. Such days must be approved by the Superintendent of Schools.
39
- 40 Teachers, and if appropriate, the mentor, will be compensated for such time that they shall be
41 required to work in excess of the work year at their daily rate of pay. This shall not exceed three
42 (3) days.
43
- 44 F. The Administration will provide a checklist indicating the required closing procedures for the year
45 by the fifth (5th) of June.
46
- 47 G. When new teachers are hired, the President of the QRTA or designee will be notified in writing
48 within ten (10) days of the hiring.
49
- 50 H. Teachers will be notified of any changes of programs from the prior school year, including the
51 grades and/or subjects that they will teach, and any special or unusual classes that they will have,

1 as soon as practicable, and under normal circumstances, not later than the end of the school year.
2 In the event that such a change is necessitated by a resignation or other educational program
3 change, this deadline may be extended to August 15th. The parties understand that the need may
4 arise for the district to reassign unit members in order to meet the educational needs of the students
5 and district. No reassignment shall be made in an arbitrary, unreasonable, punitive, or capricious
6 manner. The controlling factor will be reasonably demonstrated educational need and the ability of
7 the teacher to meet that need.
8

- 9 I. Teachers who are seeking a transfer within the District, a change in grade and/or subject assignment
10 will file a written statement of such intent with the Administration by the posted date for application
11 for vacancies within the system. Teachers desiring change in assignments shall submit a written
12 request for change to the Superintendent on or before June 1st. Such requests shall contain the
13 school grade and/or subject to which the teacher desires to be assigned. The Administration shall
14 notify teachers requesting a change to the disposition of their requests.
15
- 16 J. In order to assure that pupils are taught by teachers working within their areas of competence,
17 teachers will not be assigned, except temporarily or for good cause, outside the scope of their
18 teaching certificates and/or their major or minor fields of study.
19
- 20 K. The Superintendent and Association recognize that class size is an important factor in maximizing
21 student learning. The Committee will invite and encourage the Quabbin Regional Teachers'
22 Association to participate actively in the review of policies and regulations related to class sizes.
23 The Superintendent will monitor the scheduling and enrollment of any and all classes in order to
24 ensure compliance with all district policies and/or regulations.
25
- 26 L. Personnel who begin their service after the beginning of a contract year or terminate their service
27 before the end of the contract year shall be paid on a prorated basis.
28

29 **ARTICLE V - TEACHING ASSIGNMENTS/RESPONSIBILITIES**

30
31 Teacher assignments will be made without regard to age, color, disability, national origin, race, religion, sex,
32 or sexual orientation.
33

34 **A. Elementary Teaching Assignments**

- 35
- 36 1. All elementary school teachers will receive five (5) prep periods every week. Such preparation time
37 will not include lunch or duty-free recess periods. In order to ensure this time, substitutes will be
38 provided whenever a specialist is unable to meet with a class. Such preparation time will be free
39 from assigned supervisory or instructional responsibility. In any event that the classroom teacher is
40 responsible for a specialist's class, s/he will receive compensation equal to twenty dollars (\$20).
41 Teachers required to attend SPED meetings during lunch periods shall be paid twenty (\$20) per
42 period or be provided with lunch time during the same school day (such time to be scheduled by
43 mutual agreement between the teacher and the building administrator).
44
 - 45 2. Teachers will be provided with space for preparation and restroom facilities.
 - 46 3. All teachers will be guaranteed thirty (30) consecutive minutes of a duty-free lunch period.
47
 - 48 4. Teachers will not be required to collect lunch money. Additionally, at a teacher's request, support
49 staff time will be made available to assist in the collection of money for such things as
50 magazine/book drives, field trips, or other instances in which students bring money to school.
51

1
2 5. The School Committee shall make every effort to ensure that class sizes in grades K-6 fall within
3 the following guidelines:

- 4 K-2: No more than 22 students
5 3-4: No more than 24 students
6 5-6: No more than 26 students
7

8 Regularly scheduled activities such as chorus, band and physical education are exempted under this
9 provision.

10
11 6. Teachers will not be required to attend more than two (2) evening functions per year. When
12 teachers coordinate special evening programs such as an art show, gym show, science fair, music
13 concerts, their attendance that evening shall be considered one of their two evenings on duty.
14

15 7.A. Teachers will not be required to attend more than a total of twelve (12) meetings outside of school
16 hours. Said meetings shall not exceed a time greater than sixty (60) minutes, shall not be held on
17 the last day of the teaching week or on the day preceding a school holiday, and shall be announced
18 at least two days in advance. This does not preclude short meetings held within the first fifteen
19 minutes after student dismissal, or with mutual agreement, meetings held within fifteen minutes
20 prior to the beginning of the first class.
21

22 7.B. In addition to the regular faculty meetings described in Article V, paragraph 7A, Teachers
23 (Elementary) will be required to remain after school hours two (2) Wednesdays of each month for
24 no more than sixty (60) minutes after the normal teacher dismissal time (Article 4, paragraph D)
25 to participate in professional activities devoted to improving student learning. Professional
26 activities will include but not be limited to, reviewing student achievement data, evaluating
27 student work, and participating in professional development. Noting the importance of teacher
28 feedback the Superintendent agrees to consult with the Association and afford the opportunity for
29 input. The agenda for professional activities will be structured by the administration with
30 consideration being given to the request and suggestions of the Association.
31

32 Teachers will receive professional development points (PDPs) for work completed during these
33 sessions. All professional activities will support School Improvement and Individual Professional
34 Development Plans.
35

36 8. No teacher shall be required to perform duties regularly assigned to custodians, but shall be
37 responsible, with help from students, to maintain clean, safe, and attractive learning environments.
38

39 9. No teacher will be assigned to regular posts within restrooms, although travel to and from restrooms
40 by classes will be supervised.
41

42 10. Any assignment to bus duty shall not extend the normal teacher workday. Teachers will not be
43 assigned to bus duty at times when students are present in the classroom, except in cases of
44 emergency.
45

46 11. No teacher will be assigned regular responsibilities for dispensing medications to students.
47

48 12. In-service Educational Conference Time: Each marking period, the Superintendent or his/her
49 designee may allow early student dismissal to allow undisturbed time for teachers to conduct parent
50 conferences. If such parent conferences extend past normal dismissal time, such conferences will
51 replace a regularly scheduled staff meeting provided for in Article V, I-G.

1
2 13. Teachers may be excused periodically within the course of the normal school day for workshops,
3 parent conferences, and other educational meetings, so long as such excused absences are approved
4 forty-eight (48) hours in advance by the Principal.
5

6 14. Any teacher employed as a part-time teacher, i.e., to teach half or less than half time on a regular
7 (daily) basis, shall not be required to attend meetings, etc., scheduled after school hours unless these
8 meetings are for the purpose of parent conference and/or for open house activities, or other matters
9 deemed to be critical by the building Principal to the basic operation of the school. Any other duties
10 shall also be pro-rated and dependent upon an individual's part-time status. For example, a teacher
11 who is considered .5 (half-time) may only be assigned half the duties of a full-time professional. In
12 addition, s/he will only be entitled to .5 (half) the preparation time, or half the sick time, of a full-
13 time professional (fifteen half days rather than fifteen full days).
14

15 15. Each elementary teacher shall have at least two (2) duty free days per week.
16

17 **B. Teaching Assignments, Middle and High School**

18 **1.A. Block Scheduling – High School**

19
20
21 **Working Conditions Defined for Block Scheduling program at Quabbin Regional High**
22 **School:** Teachers will be assigned to teach no more than six (6) double time blocks per year.
23 Such a schedule assumes that there are a total of four (4) double time blocks per semester and
24 eight (8) double time blocks per year. A department head with five (5) or more full time teachers
25 under his/her direction will be assigned to no more than two (2) double time blocks per semester
26 or four (4) double time blocks per year. Note: A double time block shall be approximately 85
27 minutes in duration. Class Coverage: Teachers will be compensated at a rate of \$17 per forty-five
28 (45) minutes of class assignment.
29

30 e.g., High School double block period = \$34

31
32 Middle School single period coverage = \$24
33

34 **1.B. 7 Period Day Scheduling – Middle and High School**

35
36 Teachers may be assigned no more than five (5) instructional classes per day. Whenever
37 possible, teachers will have two (2) preparation periods per day. However, teachers will be
38 required to cover study halls and lunch duties on a needs basis. Teachers may not be assigned to
39 cover more than forty-five (45) study halls or sixty (60) lunch duties during any school year. If it
40 is necessary to have teachers cover study halls or lunch duties in excess of forty five periods, said
41 teachers will be compensated at a rate of \$12/per study hall or lunch duty. The Administration
42 will assign teachers to study hall from an established alphabetical list of teachers free each period.
43 No teacher will be asked to cover a study hall until the period listing of teachers has been
44 exhausted. Any teacher assigned to lunch duty on a given day will not be assigned study hall
45 coverage.
46

47 **1.B. – X-block Scheduling – Middle School**

48
49 1. Teachers may be assigned no more than four (4) instructional classes per day. Teachers will have
50 at least one (1) preparation period per day which shall be equal to an instructional period. There
51 will be an x-block scheduled each day. On one (1) out of five (5) x-blocks, teachers will

1 participate in common planning which may be used to engage in coaching or other District
2 initiatives as organized by the administration. During the remaining four (4) out of five (5) x-
3 blocks, teachers will provide approved remedial help, directed study or club activities for
4 students. Departments will distribute students between remaining teachers in cases of club
5 activities.
6

- 7 2. Teachers will not be assigned to bus duty or posts within restrooms, except in cases of emergency.
8
- 9 3. Teachers will have a duty-free lunch period of at least twenty-five (25) minutes, exclusive of
10 passing time. Teachers may be assigned to lunchroom supervision so long as extra pay at the rate
11 of \$20/per lunch period is paid and conditions in Section A are not violated.
12
- 13 4. Academic Coordinators with five (5) or more teachers under their supervision may be assigned to
14 no more than four (4) instructional classes per day. Academic Coordinators with fewer than five (5)
15 teachers under their supervision may be assigned no more than five (5) instructional classes per day.
16 Academic Coordinators may, however, be scheduled to lunch duties.
17
- 18 5. If additional class periods (sections) are deemed to be "available" by the administration, such
19 "available periods" shall be posted as outlined in Article XI, Section A and B. In addition, any
20 person selected by the Administration to teach an additional section (period) during a semester shall
21 be compensated at 0.125 times either the Base Bachelors (Step I) or Base Masters (Step I),
22 whichever best approximates the individual's degree status, e.g.,
23
 - 24 • B - B15 and B30 = Bachelors Step I
 - 25 • MEQ, M, M15, M30, M45, M60, D = Masters Step I

26 1.C. - Trimester Schedule

- 27 1. The student school year will include 180 days of instruction and broken down into three (3) 60 day
28 trimesters. Each day will include five (5) class periods/day with class period lengths between
29 65 – 75 minutes each. There is no attempt made to lengthen the school day beyond the (seven) 7
30 hour requirement already included in the current contract (Article IV §C.)
31
- 32 2. This schedule does not preclude the administration from modifying the length of class periods from
33 time to time in order to meet the demands of early school release, delayed school starts or for the
34 purpose of scheduling mandatory student testing, exams, advisory periods and/or student activity
35 periods.
36
- 37 3. Teachers will be assigned to teach eleven (11) of the fifteen (15) class periods scheduled during the
38 school year. Specifically, each teacher will teach four (4) class periods for two (2) of the three (3)
39 trimesters and three (3) class periods for one (1) of the three trimesters.
40
- 41 4. Academic Coordinators will be assigned to teach no more than ten (10) but not less than nine (9) of
42 the fifteen (15) class periods scheduled during the school year. For example each Academic
43 Coordinator could teach four (4) class periods for one (1) of the three (3) trimesters and three (3)
44 class periods for two (2) of the three trimesters.
45
- 46 5. During the course of school wide rescheduling, exclusive of music performance groups,
47 NJROTC, and physical education, the administration will limit teacher class loads to no more than
48 115 students in a regular trimester (4 assigned classes) and 90 students in a 3/5 trimester.
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6. Class coverage will be compensated at \$27.00 per class period.
7. Courses with the same title that are offered as Part A, B and/or C are considered different “preparations”. For example, if teachers are assigned to teach part A Biology and B Biology in the same trimester, each is considered a different preparation.
8. Compensation to write new courses will be \$100/credit.
9. The QRTA will not be required to do lunch duty. However, a volunteer roster of QRTA members interested in doing lunch duty will be provided by the QRTA. If due to the exhaustion of the volunteer roster, scheduling issues or the absence of other staff members, a QRTA member may be required to cover a lunch duty. Lunch duty will be compensated at \$20.00.
10. If, during a trimester, additional class periods (sections) are deemed to be “unassigned” by the administration, such available periods shall be posted as outlined in Article XI, Section A and B.
11. During the school year, any person selected by the administration to teach an additional section (class period) for a full 60 (sixty) day trimester shall be compensated as follows:
 - Bachelor’s Degree Status (B, B15, B30)
\$3,545.00/60 day trimester
 - Master’s/Doctorate Status (MEQ, M, M15, M30, M45, M60, D)
\$3,702.00/60 day trimester
12. If a teacher assumes the additional teaching assignment for less than a full (sixty) 60 day trimester, the total stipend described herein will be prorated.
13. Additional compensation paid under the provisions of this Section shall be subject to teacher retirement withholding.
14. Teachers will not be required to teach within more than two (2) departments or have more than a total of three preparations resulting from such teaching assignments, unless mutually agreed upon in writing, i.e., that any proposed assignment is formally discussed between the Administration and the involved teacher, with decisions summarized in writing.
15. Teachers (middle/high school) shall be required to remain after student dismissal (1) day per week (Wednesdays) for no more than 90 minutes in order to provide students with extra help and to participate in professional activities devoted to improving student achievement. The afterschool sessions will be scheduled in such a way that every other Wednesday afternoon will be used for student extra help and the remaining Wednesday afternoons will be used for professional activities. Professional activities will include, but will not be limited to, reviewing student achievement data, evaluating student work, participating in professional development, etc.
16. Teachers will receive professional development points (PDPs) for work completed during these sessions that are designated as professional activities sessions. All professional activities will support School Improvement and Individual Professional Development Plans.
17. Teachers will not be required to attend more than two (2) evening meetings per year.

- 1 18. One faculty and one department meeting per month, interchangeable to a maximum of two
2 meetings per month, may be called, which professional staff members will attend unless excused.
3 Meetings should commence within fifteen (15) minutes at the close of school and ought not to
4 extend beyond one and one-half (1.5) hours.
5
- 6 19. Academic Coordinators may be scheduled to an additional afternoon meeting for Academic
7 Coordinators each month. (A third meeting in addition to the departmental meetings and staff
8 meeting provided for in Section 9). In addition, should circumstances make it necessary in the
9 judgment of the Administration, Academic Coordinators may be required to attend a total of four (4)
10 evening meetings per year.
11
- 12 20. The Committee will seek to provide qualified substitute teachers. In situations where substitutes are
13 necessary but not available, the Administration may assign a teacher for substituting during an
14 unassigned period. Priority for making such substitute assignments will be given to teachers from a
15 pre-established volunteer list. Teachers will be compensated at a rate of \$17.00 per 45-minute class
16 period.
17
- 18 21. Flex Block – Secondary
19
20 Year 1: SY 2020-2021
21
- 22 1. Flex Block will be 40 minutes each day and will be included in the daily schedule at a time
23 deemed necessary by the administration to best meet student need and to ensure student access to
24 educational opportunities. For the duration of the COVID-19 crisis, due to the modified MS/HS
25 schedule and hybrid learning model, the Flex Block period is 30 minutes per day.
26
- 27 2. The administration will commit to supporting the supervision of students in classrooms and
28 hallways during the Flex Block.
- 29 3. The following days will be in a set schedule as determined by the administration:
- 30 ▪ Four (4) days per week, the Flex Block will operate primarily as a directed study during
31 which students may complete assigned class work, access extra help, make-up class work
32 missed during absences, attend class meetings called by the administration, participate in
33 guidance activities organized by the guidance department, etc. For the duration of the
34 COVID-19 crisis, due to health and safety guidelines, students remain in their assigned
35 Flex Block classroom and receive the supports described above remotely.
- 36 ▪ One (1) day per week, the Flex Block may act as a student activity period for club and
37 activity meetings as needed. Teachers who receive stipends for clubs and activities can
38 hold pre-approved meetings for their groups during Flex Block on these days according
39 to a schedule developed by the administration but will also perform the duties of the
40 position for a minimum of 20 hours outside of the school day in order to receive their
41 club/activity advisor stipend. Adherence to the minimum out-of-school meeting hours
42 may be monitored by the administration. For the duration of the COVID-19 crisis, due to
43 health and safety guidelines, students remain in their assigned Flex Block classroom and
44 participate in student activities remotely.
- 45 4. Student support team meetings may take place during Flex Block. Faculty members required to
46 attend student support team meetings will be provided coverage for Flex Block
- 47 5. In order to ensure the effective management of the Flex Block, the administration will, in
48 conjunction with the faculty, establish clear guidelines for teacher and administrative duties and
responsibilities, as well as student behavior and responsibilities. These guidelines will include a

1 clear plan for dismissing students to other classrooms and processes for “tracking” students
2 seeking to participate in academic support programs.

- 3 6. Flex Block time may be utilized by administration for teacher-initiated “evaluative observations.”
- 4 7. The Flex Block shall be static and meet at the same time each day. Every effort will be made to
5 include consistent, cohesive student groups so that student management and student access to the
6 academic support activities students need may be appropriately addressed.

7
8 Year 2: SY 2021-2022

- 9 1. Flex Block will be 40 minutes each day and will be included in the daily schedule at a time
10 deemed necessary by the administration to best meet student needs and to ensure student access
11 to educational opportunities.
- 12 2. The administration will commit to supporting the supervision of students in classrooms and
13 hallways during the Flex Block.
- 14 3. The District is financially committed to the Flex Block and shall create a Flex Block Advisory
15 Committee to review and make recommendations for planning and implementation of the Flex
16 Block programs. The Flex Block Advisory Committee will consist of five (5) QRTA members
17 and five (5) QRSD administration members. The Flex Block Advisory Committee will meet for
18 a minimum of two (2) hours per month (Sept-June) at a stipend of \$30 per hour for QRTA
19 representatives. The Flex Block Advisory Committee will be responsible for making data-based
20 recommendations to the Superintendent with regard to the implementation of flex block in
21 alignment with the District’s strategic plan goals and initiatives.
- 22 4. In Year 2, the Quabbin Regional School District shall create a Social-Emotional Program
23 Development Committee to work in parallel with the Flex Block Advisory Committee. The
24 District will solicit a maximum of three (3) QRTA members, at least one of whom must be a
25 member of the Flex Block Advisory Committee, to develop a Flex Block social-emotional
26 learning (SEL) program that includes data collection instruments, to be implemented as described
27 in Year 3 of this contract. The District will commit a total of \$3,000 for stipends. The SEL
28 Program Development Committee members will receive a stipend of \$30/hour.
- 29 5. The following days will be in a set schedule as determined by the administration:
 - 30 • Four (4) days per week, the Flex Block will operate primarily as a directed study during
31 which students may complete assigned class work, access extra help, make-up class work
32 missed during absences, attend class meetings called by the administration, participate in
33 guidance activities organized by the guidance department, etc.
 - 34 • One (1) day per week, the Flex Block may act as a student activity period for club and
35 activity meetings as needed. Teachers who receive stipends for clubs and activities can
36 hold pre-approved meetings for their groups during Flex Block on these days according
37 to a schedule developed by the administration, but will also perform the duties of the
38 position for a minimum of 20 hours outside of the school day in order to receive their
39 club/activity advisor stipend. Adherence to the minimum out-of-school meeting hours
40 may be monitored by the administration
- 41 6. Student support team meetings may take place during Flex Block. Faculty members required to
42 attend student support team meetings will be provided coverage for Flex Block.
- 43 7. In order to ensure the effective management of the Flex Block, the administration will, in
44 conjunction with the faculty, establish clear guidelines for teacher and administrative duties and
45 responsibilities, as well as student behavior and responsibilities. These guidelines will include a

1 clear plan for dismissing students to other classrooms and processes for “tracking” students
2 seeking to participate in academic support programs.

- 3 8. Flex Block time may be utilized by administration for teacher-initiated “evaluative observations.”
4 9. The Flex Block shall be static and meet at the same time each day. Every effort will be made to
5 include consistent, cohesive student groups so that student management and student access to the
6 academic support activities students need may be appropriately addressed.

7
8 Year 3: SY 2022-2023

- 9 1. Flex Block will be 40 minutes each day and will be included in the daily schedule at a time
10 deemed necessary by the administration to best meet student needs and to ensure student access
11 to educational opportunities.
- 12 2. The administration will commit to supporting the supervision of students in classrooms and
13 hallways during the Flex Block.
- 14 3. The District is financially committed to the Flex Block and shall create a Flex Block Advisory
15 Committee to review and make recommendations for planning and implementation of the Flex
16 Block programs. The Flex Block Advisory Committee will consist of five (5) QRTA members
17 and five (5) QRSD administration members. The Flex Block Advisory Committee will meet for
18 a minimum of two (2) hours per month (Sept-June) at a stipend of \$30 per hour for QRTA
19 representatives. The Flex Block Advisory Committee will be responsible for making data-based
20 recommendations to the Superintendent with regard to the implementation of flex block in
21 alignment with the District’s strategic plan goals and initiatives.
- 22 4. The following days will be in a set schedule as determined by the administration:
- 23 • Three (3) days per week, the Flex Block will operate primarily as a directed study during
24 which students may complete assigned class work, access extra help, make-up class work
25 missed during absences, attend class meetings called by the administration, participate in
26 guidance activities organized by the guidance department, etc.
 - 27 • One (1) day per week, the Flex Block may act as a student activity period for club and
28 activity meetings as needed. Teachers who receive stipends for clubs and activities can
29 hold pre-approved meetings for their groups during Flex Block on these days according
30 to a schedule developed by the administration, but will also perform the duties of the
31 position for a minimum of 20 hours outside of the school day in order to receive their
32 club/activity advisor stipend. Adherence to the minimum out-of-school meeting hours
33 may be monitored by the administration-
 - 34 • One (1) day per week, the Flex Block will be used to implement the SEL Flex Block
35 program developed by the SEL Program Development Committee. Flex Block teacher
36 responsibilities for SEL program implementation will be limited to facilitation of exit-
37 tickets and collection of student response data.
- 38 5. Student support team meetings may take place during Flex Block. Faculty members required to
39 attend student support team meetings will be provided coverage for Flex Block.
- 40 6. In order to ensure the effective management of the Flex Block, the administration will, in
41 conjunction with the faculty, establish clear guidelines for teacher and administrative duties and
42 responsibilities, as well as student behavior and responsibilities. These guidelines will include a
43 clear plan for dismissing students to other classrooms and processes for “tracking” students seeking
44 to participate in academic support programs.
- 45 7. Flex Block time may be utilized by administration for teacher-initiated “evaluative observations.”

1 8. The Flex Block shall be static and meet at the same time each day. Every effort will be made to
2 include consistent, cohesive student groups so that student management and student access to the
3 academic support activities students need may be appropriately addressed.
4

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6 22. Electronic Gradebook (Middle and High School)
7

- 8 A. Teachers in the QRSD Middle and High Schools will post student assignments, dates for quizzes,
9 tests, etc. to the district student information system (~~ASPEN~~) electronic gradebook on or before
10 the date that the students are notified of such. If the due date for an assignment changes, the
11 electronic gradebook must be updated to reflect the new due date on or before the day that
12 students are notified of the due date change.
13
- 14 B. Teachers in QRSD Middle and High Schools will post student grades electronically no later than
15 ten (10) school days, or as soon as practicable, after the due date for the assignment or the date of
16 the quiz, test, or examination. The teacher would notify administration and then parents if it
17 would take longer. All relevant grades will be posted by the dates of progress reports or report
18 cards if they are to be counted in that average.
19
- 20 C. All teachers will have the opportunity to be trained and will have access to technical assistance.
21 Teachers will not be held responsible for any issues or problems not under their control and will
22 not be responsible for any issues of computer hacking or sharing of passwords by parents or
23 students.
24
- 25 D. An annual letter will be provided to all parents and students who have access to student online
26 gradebooks which will include the following language:
27
- 28 i. Teachers are not required to update grades daily. Depending on individual
29 course grading requirements, teachers may update online grades based on the
30 completion of labs, projects, papers or groups of homework and classwork
31 assignments.
32
 - 33 ii. Assignments, tests and quizzes will be posted to the electronic gradebook on or
34 before the date that students are notified of such.
35
 - 36 iii. Due dates for posted assignments are subject to change at teacher discretion.
37 Changes in due dates will be reflected in the electronic gradebook on or before
38 the date that students are notified of the change.
39
 - 40 iv. At the beginning of a marking period, there are often few grades entered, while
41 there may be many assignments posted. The posted average at any given time
42 reflects only those assignments that have been graded.
43
 - 44 v. Major projects, presentations, and overall trimester assessments such as class
45 participation and cumulative examinations often come toward the end of a
46 marking period and can have significant impact on the overall average. Thus, it
47 is important for parents and students to be aware that such assignments can result
48 in a substantial change in a student's grade by the time the grading period ends.
49
 - 50 vi. Grading requirements are explained in course outlines, the syllabus, and at open
51 houses.

1
2 vii. Parent and students access and passwords should be safeguarded.
3

4 **C. Teaching Assignments - Specialized District-wide Positions**
5

- 6 1. The duties of Specialized Professional Staff, including guidance counselors, nurses, instructional
7 coaches, intervention specialists , board certified behavior analyst (BCBA), and clinicians shall
8 be determined by their individual job descriptions, except salary, hours and working conditions as
9 stipulated elsewhere in this Agreement. Such job descriptions shall be approved by the
10 Administration before August 15th and discussed with the employee.
11

12 Changes in these job descriptions during any school year will not occur unless mutually agreed to
13 by the Superintendent, employee, and a QRTA representative-
14

- 15 2. Specialized staff will have a work year equal in length (# of days) to teachers. However, for
16 guidance counselors, instructional coaches, intervention specialists, and board certified behavior
17 analyst (BCBA), those days shall be scheduled at the discretion of the administration. Guidance
18 counselors may be required to work no more than ten (10) days during traditional school vacation
19 periods. (The scheduling of those ten (10) days shall be done at least sixty (60) days in advance.)
20 The length of the regular work day for individuals serving in these positions shall not exceed seven
21 (7) hours and fifteen (15) minutes. Specialized staff may be scheduled to work anytime
22 (consecutively) between the hours of 7:00 a.m. and 4:30 p.m. For days in excess of the teacher
23 year, said staff will be compensated at the per diem rate of the contracted salary or provided
24 compensatory time during the school year. Time shall be accrued and utilized in half or full day
25 increments.
26

27 Applications to use compensatory time must be made in writing at least two (2) days prior to
28 taking such leave, except in emergency circumstances. Compensatory time may not be used
29 immediately before or after holidays or vacation periods for the purpose of extending the holiday
30 or vacation period. Compensatory time must be taken at an otherwise mutually agreed time.
31

- 32 3. Travel Reimbursement: Teachers whose job descriptions require that they travel between schools
33 in the district or outside of the district during the school day will receive a travel reimbursement
34 based on the IRS rate unless a specific stipend is noted elsewhere in this Agreement.
35

36 The amount and schedule of payment will be determined at the time the contract for such a position
37 is signed.
38

39 **ARTICLE VI - PROFESSIONAL IMPROVEMENT/SALARY ADVANCEMENT**
40

- 41 A. For purposes of change in professional category on the salary schedule, the Committee and Association
42 agree that the teachers will receive credits under the following conditions:
43

- 44 1. Teacher credit standings and categories will be established at time of initial employment. The
45 Superintendent or designee reserves the right to reject credits obtained previous to employment.
46
47 2. Application for change in professional category must be made to the Superintendent in
48 writing no later than November 15th preceding the effective date of new teacher contract.
49
50 3. If a teacher applying for a change in professional category or for approval of a professional
51 development activity is denied such approval by the Superintendent, the teacher may appeal the

1 decision to an evaluation committee composed of two people designated by the superintendent,
2 the teacher's supervising principal, the teacher's department head or immediate supervisor (if
3 any) and two teachers designated by the QRTA, or three teachers in the event there is no
4 department head/supervisor. No teacher may serve on such an evaluation committee when
5 his/her case is being considered. A majority vote of the committee will constitute a decision.
6

- 7
- 8 4. Each teacher will be awarded reimbursement of 100% of tuition and fees up to \$1,000 per
9 year for graduate courses and or National Board Certification activities that are taken for the
10 purpose of educational and professional enrichment and are clearly related to a teacher's
11 individual professional development goals. To be eligible for reimbursement, any/all courses
12 must be approved in advance by the Superintendent or designee.
- 13 ▪ When applying for reimbursement, a teacher must present written documentation
14 of the grade received signed by the Professor of the course, the Registrar, or an
15 official transcript before reimbursement will be processed.
 - 16
 - 17 ▪ **Please note:** Official transcripts must be received in the Central Office on or
18 before October 1st, before a category change occurs, with the understanding that
19 any transcript received after the first payroll of the school year has been
20 processed, salary adjustments will be processed on the second payroll in October.
21
- 22
- 23 5. Effective July 1, 2014, in order for graduate courses to be considered for reimbursement or
24 inclusion on one's record, a grade of at least "B-" in graduate will be required. Professional
25 Development Credits (PDPs) will be awarded for professional development activities offered
26 and authorized by the Quabbin Regional School District. PDPs will be awarded in compliance
27 with regulations promulgated by the Department of Elementary and Secondary Education.
- 28
 - 29 a) Teachers will not be required to solicit approval for any professional development
30 program offered by the School District. If a teacher wants reimbursement for
31 graduate credits for professional development activities co-sponsored by the
32 Quabbin Regional School District and an accredited college or university, he/she
33 must complete the Professional Development Form and inform the District of
34 his/her intent to do so on or before the second meeting of the professional
35 development activity. In all cases, teachers must submit a certificate of completion
36 or official transcript in order to update their professional development record
37 and/or to receive reimbursement for fees paid.
38
 - 39 b) Effective July 1, 2014 teachers will be reimbursed as courses for National Board
40 Certification, up to \$1,000. National Board Certification will count as 9 (nine)
41 credits towards a lane change, within a degree category. (i.e. attainment of a
42 Master's degree is required to move to a Masters category; attainment of a
43 Doctorate degree is required to move to a Doctorate category).
44
- 45 6. Only graduate courses offered by an accredited college or university may be considered for
46 category change. (Note: Other approved professional development activities completed prior
47 to the effective date of July 1, 1997 may be considered for category change.)
48
- 49 7. Any disputes relative to status will be subject to the procedures cited in Article VI, Section 3.
50

1 **ARTICLE VII - SICK LEAVE/TEMPORARY LEAVE**

2
3 **A. Sick Leave**

- 4
5 1. Teachers will be entitled to fifteen (15) days sick leave each school year as of the first official day
6 of said school year, whether or not they report for duty on that day, except newly employed teachers
7 who will not be entitled to sick leave if contract is terminated (for reasons other than medical)
8 within the first 30 school days. Sick time will be prorated if an employee begins their service late.
9
10 2. Unused sick leave will accumulate from year to year to an unlimited amount. Each teacher shall be
11 notified in writing at the beginning of each school year, of the accumulated sick days to that point
12 (including the fifteen (15) sick days for the forthcoming school year).
13
14 3. A leave of absence, with pay, not to exceed ten (10) school days in any school year shall be granted
15 in cases of illness in the immediate family (spouse, domestic partner, child/foster child, parent,
16 grandparent, sibling, parent-in-law, step-children, son/daughter-in-law, grandchild, or relative living
17 in the household) with such leave deducted from accumulated sick leave and appropriate medical
18 documentation provided.

19
20 **B. Personal Leave**

- 21
22 1. A maximum of five (5) leave days per year shall be authorized for use when personal business
23 requires absence from school during school hours. Notification shall be made at least forty-eight
24 (48) hours in advance of said leave, to the building principal, except in cases of emergency. (In
25 such cases, the building principal will be notified as soon as possible.) These days shall be
26 deducted from sick leave.

27
28 If a personal day must be used to extend a vacation period* for the purpose of creating additional
29 vacation time vs. required business (medical, financial, etc. appointments), then the teacher shall
30 be responsible to pay a payment equivalent to the current substitute rate to the QRTA Scholarship
31 Fund.

32
33 The use of personal days to extend vacation periods is discouraged. The use of personal days and
34 general absences will be monitored collaboratively by the District and Association.

35
36 * *Vacation periods shall include Monday Holidays, Veteran’s Day, Thanksgiving, December*
37 *Holiday Recess, February Vacation, April Vacation and Easter Weekend.*

38
39 Nothing in this Article shall preclude the Superintendent from granting additional personal/sick leave with
40 pay for reasons it deems urgent.

41
42
43 **C. Sick Bank**

44
45 The Quabbin Regional School Committee and Quabbin Regional Teachers’ Association agree to establish a
46 Sick Leave Bank for members who have exhausted their accumulated sick leave and require additional
47 leave to make a full recovery from an illness or disability.

48
49 Benefits of Sick Leave Bank are for QRTA members only.

- 50
51 **a.) Sick Leave Bank Committee**

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1. A Sick Leave Bank Committee will be comprised of two (2) members of the Association, and two (2) members of the Administration.
2. The Sick Leave Bank Committee has the authority to grant requests of Sick Leave Bank use.
3. Any member whose request for a Sick Leave Bank benefit is denied by the Sick Leave Bank Committee may appeal to the Appeal Committee, which consists of the Association President and Superintendent. An unresolved tie of the Sick Leave Bank Committee will be forwarded to the Appeal Committee for decision.
4. The Sick Leave Bank Committee cannot act without a physician’s note certifying the need for an extended leave and stating the number of days needed for recovery.
5. The Sick Leave Bank Committee shall have the power to establish additional or revise procedural and functional guidelines for the administration of the Sick Leave Bank.
6. The decision of the Sick Leave Bank Committee or the Appeal Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the administration of the Sick Leave Bank and shall not be subject to grievance or arbitration.

b.) Membership

1. Membership is automatic for all Professional Status Teachers.
2. If requested by the Sick Leave Bank Committee Professional Status Teachers must donate one (1) sick day to the bank. Any sick day contributions made to the bank will be permanently deducted from the member’s sick day total.
3. Teachers receiving Professional Teacher Status at the start of the school year must donate a day to the Sick Leave Bank to become a member or opt out by providing written notice to the Human Resources Manager by September 15th.
4. No current member will be required to donate more than one (1) day in any school year.
5. In subsequent years, the Sick Leave Bank Committee will determine if the balance in the Sick Leave Bank is sufficient for the fiscal year or if members will need to donate a day.
6. If a Professional Status Teacher, who initially decided not to join the bank, decides to join in a subsequent year, his/her initial donation to the bank must equal the total number of days that he/she would have donated to the bank from the 2014-2015 school year to date.
7. A member may withdraw from the bank by giving written notice to the committee by September 15th of the fiscal year during which he/she no longer desires to be a participant in the bank. Any days previously donated to the Sick Leave Bank remain in the bank.

c.) Benefits

1. Each member of the Sick Leave Bank may initially request up to twenty-five (25) days of benefit from the Sick Leave Bank. Additional days of sick leave from the bank may be granted by the committee. In no event shall the Sick Leave Bank Committee total award of days exceed thirty-five

1 (35) days per member per fiscal year. Additionally, the Sick Leave Bank Committee will engage in
2 a ten (10) year look back at the applicant's sick leave bank use from the date of the applicant's
3 current request. In no case, would any new award be granted that would result in the member being
4 granted more than seventy-five (75) days in a ten (10) year period.
5

- 6 2. Sick Leave Bank days may only be drawn after a member has exhausted all accrued sick days.
7
- 8 3. Only those employees who contribute to the Sick Leave Bank will be eligible to apply for benefits.
9
- 10 4. The provisions of this benefit shall not apply to illness or disability due to pregnancy, child-birth, or
11 the recuperation therefrom, except when such request is accompanied by a physician's written
12 certification that said teacher could not perform the duties appropriate to her position.
13
- 14 5. The provisions of this benefit shall not apply to illness or disability related to a Workers
15 Compensation incident.
16
- 17 6. Immediate family members' illness will not qualify for Sick Leave Bank benefits (see Article VII
18 §A.3.)
19
- 20 7. An employee who retires, resigns, terminated or otherwise leaves the employ of Quabbin Regional
21 School District cannot donate such accrued sick leave days to the Sick Leave Bank.
22
- 23 8. Any unused sick leave bank days will be returned to the QRTA Sick Leave Bank.
24

25 **d.) Extraordinary Benefit For Non-Professional Status Teachers**
26

- 27 1. A non-professional status teacher may request Sick Leave Bank benefits due to an extraordinary
28 circumstance as reviewed by the Superintendent. The Superintendent may grant up to twenty-five
29 (25) days of benefit to the non-professional status teacher. Upon achieving professional status the
30 employee must pay one (1) sick day for each five (5) days of Sick Leave Bank benefit granted to
31 become a member. This will satisfy the donation requirement for membership.
32
33

34 **D. Temporary Leaves of Absence**
35

36 1. Association Leave
37

38 Time necessary for no more than three (3) Association representatives to attend MTA and NEA
39 annual or other scheduled meetings will be granted. This time with pay shall not exceed two (2)
40 days for each year of the contract.
41

42 The QRTA President or his/her designee will be entitled to two (2) days leave or two (2) hours of
43 leave per month, whichever better meets the needs of the organization, to conduct Association
44 business which cannot be conducted outside of school hours. Such leave will require forty-eight
45 (48) hours' notice to the building principal.
46

47 2. Professional Leave
48

49 Time necessary to attend meetings, conferences, and/or conventions of an educational nature, and at
50 least one day for the purpose of visiting other schools, which have new and/or innovative programs,
may be granted. Leave under this paragraph must be approved in advance by the Superintendent or

1 his/her designated agent. Such approval shall be contingent upon available fiscal resources and no
2 decision shall be subject to grievance.

3
4 3. Legal Proceedings

5 Time necessary for appearances in any legal proceedings connected with the teacher's employment
6 with the school system.

7
8 4. Bereavement

9 A teacher who is absent due to a death in the immediate family (spouse, domestic partner,
10 child/foster child, parent, grandparent, sibling, parent-in-law, step-children, son/daughter-in-law,
11 grandchild, or relative living in the household) will be granted five (5) days leave with pay, except
12 in the event of the death of the spouse, domestic partner, or child living with a teacher at the time of
13 death., then leave granted will be ten (10) days; the additional five (5) days being deducted from
14 sick leave.

15
16 5. Military Leave

17 The District will comply with any/all state and/or Federal statutes in regard to employees who are
18 called into temporary active military service.

19
20 6. Jury Duty

21 A teacher called for jury duty or subpoenaed shall receive his/her normal salary. Jury compensation
22 shall revert to the Quabbin Regional School District.

23
24 7. Any other reason approved by the Superintendent-or designee.

25
26
27 **ARTICLE VIII - EXTENDED LEAVES OF ABSENCE/BENEFITS WHILE ON UNPAID LEAVE**

28
29 A. Disability or Family Medical Leave

30
31 An employee who is on a disability leave or Family Medical leave must pay their portion of the
32 Health and/or Life Insurance premiums to the District. If the employee is receiving pay, due to the
33 availability of accumulated sick time, the employee may continue to have deductions withheld from
34 their payroll check. If the employee is on a disability leave or Family Medical leave, but not
35 receiving pay, the employee will be billed for their portion of the premium and will be required to
36 pay the premium no less than monthly.

37
38 **The following conditions shall apply to all extended leaves:**

- 39
40 1. All requests for extended leaves of absence (except maternity/paternity-leave) must be
41 submitted in writing through the Principal to the Superintendent by April 1st preceding the
42 new school year, and a written reply submitted to the teacher by May 1st preceding the new
43 school year.
- 44
45 2. All benefits to which a teacher was entitled at the time the leave of absence commenced,
46 including unused accumulated sick leave, will be restored upon return, and the teacher will be
47 assigned to the same position which was held at the time said leave began, if available, or if
48 not, to a substantially equivalent position.
- 49
50 3. The teacher may also be assigned to a higher position, if such position is available and the
51 teacher is qualified. A teacher taking leave under Paragraph A or Paragraph B under this

1 section may, upon return, be considered as if actively employed by the District during the
2 leave, and may be placed on the salary schedule at the level which would have been achieved
3 if said teacher had not been absent.
4

5 4. Reinstatement shall be offered to a teacher on leave by March 15th preceding the new school
6 year, and the teacher shall notify the Superintendent in writing by April 1st preceding the new
7 school year of the intention to return to the former position or said teacher shall forfeit
8 reemployment privileges.
9

10 5. A teacher will receive a full year's teaching credit if said teacher is present at least 91 days
11 during the school year.
12

13 6. Long-term Disability Coverage when on Leave of Absence:
14

15 When an employee is granted an unpaid, extended leave of absence, long-term disability
16 coverage ceases during the leave of absence. If the employee experiences an illness or accident
17 while on leave, claims are not eligible because the employee was not earning a salary at the
18 time of the claim. If the employee returns to work within three (3) months, the employee is
19 reenrolled in the policy without the requirement to fulfill the pre-existing condition clause and
20 payroll deductions begin. If the employee returns after three (3) months, the employee is treated
21 as a new enrollee and must fulfill the pre-existing clause requirement.
22

23 7. Health and Life Insurance when on Leave of Absence:
24

25 Employees remain active on the District's group insurance policies for both health and life
26 insurance during a leave of absence. Employees are terminated from coverage only when
27 employment with the District has been terminated.
28

29 8. If an employee has been granted an extended unpaid leave of absence, the employee must pay
30 100% of the premium for the plan in which they are enrolled. The employee will be billed for
31 their portion of the premium and will be required to pay the premium no less than monthly.
32

33 B. Upon request, professional status teachers will be granted a leave of absence for up to one (1) year,
34 without pay or increment, for the purpose of engaging in Association (local, state or national) activities.
35

36 C. A leave of absence, without pay or increment of up to two (2) years will be granted to any professional
37 status teacher who joins the Peace Corps or serves as an exchange teacher and is a full time participant
38 in either such program.
39

40 D. Military leave will be granted to any teacher who enlists, in any branch of the Armed Forces of the
41 United States. Leave under this paragraph will be for a maximum of four (4) years, without pay or
42 increment, and no credit toward time necessary to achieve professional status will be given. Exceptions
43 may be made if duty in the service is teaching, or pertains to the field of education.
44

45 E. A teacher will be granted a leave of absence, without pay or increment, for up to one (1) year for health
46 reasons. Requests for such leave will be supported by appropriate medical evidence.
47

48 F. A leave of absence, without pay or increment, of up to one (1) year, will be granted for the purpose of
49 caring for a sick member of the teacher's immediate family (spouse, domestic partner, child/foster child,
50 parent, grandparent, sibling, parent-in-law, step-children, son/daughter-in-law, grandchild, or relative
51 living in the household). Request for such leave will be supported by appropriate medical evidence.

- 1
2 G. Upon request, professional status teachers will be granted a leave of absence, without pay or increment,
3 for up to one (1) year during any school year for professional study.
4
5 H. Members of this bargaining unit who have been employed by the District for five (5) or more
6 consecutive years may be granted, upon request, a two (2) year leave of absence, without pay or
7 increment, for the purpose of exploring an alternative career. Application for such leave must be
8 made in writing to the Superintendent on or before April 1st of the school year preceding the intended
9 leave. The applicant for such leave shall certify, in writing, that s/he will not seek unemployment
10 compensation. Any person granted a leave under this section may remain in the school sponsored
11 health group, but will be responsible for full payment during said leave.
12
13 I. Parental leave will be granted without pay or increment. This leave may not be extended beyond one
14 year from the September following the date of birth, guardianship, or acquisition with intent to adopt, of
15 a child.
16
17 1. Parental leave will be granted as stipulated by law.
18
19 2. Any teacher requesting a leave of absence without pay for temporary disability related to
20 pregnancy will be granted such leave upon submission of an affidavit from a physician
21 indicating that such a disability exists. Such temporary disability leave will be deducted
22 from accumulated sick leave under Article VII, Sections A and C.
23
24 3. Individuals wishing to extend a parental leave beyond the period of disability may request
25 an extended leave without pay.
26
27 4. Upon request from the teacher, the Superintendent may terminate a parental leave in case
28 of interrupted pregnancy, terminated guardianship, and/or termination of adoption
29 proceedings.
30
31

32 **ARTICLE IX - SABBATICAL LEAVE**

33
34 The Superintendent may grant sabbatical leave to teachers subject to the following conditions:
35

- 36 A. Written requests for sabbatical leave must be received by the Superintendent no later than December 1st
37 and action taken on all such requests no later than April 1st prior to the school year for which the
38 sabbatical leave is requested. If the sabbatical is denied, the written response must include reasons for
39 denial.
40
41 B. All professional status teachers are eligible to make application for sabbatical leave.
42
43 C. A teacher, after being on sabbatical leave, will not be eligible for another sabbatical leave for another
44 seven (7) years.
45
46 D. Teachers applying for their first sabbatical leave will have priority over those that have previously been
47 granted sabbatical leave.
48
49 E. A teacher on sabbatical leave will be paid by the district at a rate of fifty percent (50%) of his/her
50 regular salary, regardless of any sum that may be received from fellowships and/or grants.
51

- 1 F. Prior to the granting of such leave, the teacher shall enter into written agreement with the
2 Superintendent that upon such termination of such leave he/she will return to service in the public
3 schools of the Quabbin Regional School District for a period equal to twice the length of such leave, and
4 that, in default, s/he will pay to the district an amount equal to such proportion of salary received by
5 him/her while on leave as the amount of service not actually rendered as agreed bear to the whole
6 amount of service agreed to be rendered.
7
- 8 G. All benefits to which a teacher was entitled at the time the leave of absence commenced including
9 unused accumulated sick leave, will be restored upon return, and the teacher will be assigned to the
10 same position which was held at the time said leave began, if available, or if not, to a substantially
11 equivalent position, if available and the teacher is qualified.
12
- 13 H. School District sponsored group life and health insurance coverage will remain in force for all teachers
14 who have been granted sabbatical leaves.
15
- 16 I. Long-term Disability while on Sabbatical:
17 When an employee is granted a sabbatical, the employee remains covered under long-term disability. A
18 sabbatical is a paid leave of absence at 50% of the employee's salary and the employee's long-term
19 disability premium will be based on this reduced salary. Therefore, any claim submitted while on
20 sabbatical will be based on the employees reduced salary.
21

22 **ARTICLE X -INSURANCE, ANNUITIES, AND DUES DEDUCTIONS**
23

- 24 A. Direct Deposit
25 Employees must enroll in direct deposit by completing an Authorization for Direct Deposit form, which
26 is available electronically in the employee portal. Employees may choose to have their pay deposited
27 directly into a bank of their choice, in up to four different accounts.
28
- 29 B. Life Insurance
30 Seventy-five percent (75%) of the cost of a group \$20,000 life insurance policy will be paid by the
31 Committee for each teacher desiring such coverage.
32
- 33 C. Health Insurance
34 The district shall pay 51% of the cost for individual or family coverage for the currently contracted
35 Indemnity plan; 54% of the PPO plan, or 65% of the HMO plan for each employee desiring health care
36 coverage. Prior to proposing any change in carriers or plan design, the district shall consult with the
37 IAC pursuant to Chapter 32B. Participation in the IAC shall not absolve any party of the obligation to
38 bargain to the extent required by law.
39
- 40 D. Additional/Voluntary Insurance
41 Dental, Disability (long and short-term), Accident, Voluntary life & Vision Insurance will be available
42 to all personnel who work 1040 hours/year or more. Employees will assume 100% of the cost of
43 additional/voluntary insurance.
44
- 45 E. Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employees Reform Act) the
46 Quabbin Regional School District Committee agrees to make the necessary changes in payroll
47 procedures to allow employee contributions to health and life insurance to be paid with pre-tax earnings,
48 effective October 1, 1992.
49
- 50 F. Tax Sheltered Annuities – 403(b) Plans

1 Employees may choose to have deductions from salary directed into a tax-sheltered annuity 403 (b)
2 Plan by completing a Salary Reduction Agreement which is available electronically in the employee
3 portal through the district's third party administrator's website link to Quabbin Regional School
4 District or at the Human Resources Manager's Office. Deductions for tax sheltered annuities will be
5 taken over 26 pay periods.
6

- 7 G. Payment to a certified savings plan or institution when authorized individually and voluntarily by an
8 employee shall be deducted each pay period within thirty (30) days' notice of any changes.
9
- 10 H. A QRTA member, upon submitting written authorization, may have deducted from his/her salary the
11 amount of his/her professional dues.
12
- 13 I. The superintendent will notify each new employee of his/her eligibility to accept either full membership
14 in the Association or remit an agency fee upon employment. Each employee of the bargaining unit who
15 chooses not to become a member of the Association shall be required to pay an agency fee in the
16 amount equal to a percentage established by the Association. Failure on the part of the bargaining unit
17 member to pay such assessment to the Treasurer of the Association by December 15th of each school
18 year, provided proper notification has been given, will entitle the Association to seek the assessment
19 payment through proper legal channels. No enforcement requirement is placed upon the Quabbin
20 Regional School District. Such amount may be paid through payroll deduction. No teacher shall be
21 denied employment for refusing to pay said agency fee.
22
- 23 J. All personnel on the teachers' salary schedule shall be paid in twenty-six (26) equal installments.
24 Twenty-one (21) installments are to be paid bi-weekly from September of one calendar year to June of
25 the next calendar year. The remaining five will be paid in one payment before July 1st in order to meet
26 the requirements of the fiscal year accounting system.
27
- 28 K. COBRA benefits are available for an employee who has terminated employment with the District. The
29 former employee will be required to pay 102% of the premium for the plan in which they are enrolled,
30 as allowed by law. The former employee will be billed for the amount of the premium and will be
31 required to pay the premium no less than monthly.
32
- 33 L. In the event that any benefit referenced in this Article is reduced or extinguished by an act of the state
34 legislature, vote of the school committee or by operation of a participating town government, the parties
35 shall meet and negotiate a comparable benefit.
36

37 **ARTICLE XI – RESIGNATIONS/VACANCIES AND PROMOTIONS** 38

- 39 A. Resignation: Teachers shall give thirty (30) days' notice in writing of employment termination, except
40 in cases of emergency, such as long-term illness or injury, pregnancy or spouse's change of
41 employment requiring a change of residence.
42
- 43 B. Whenever a vacancy in a professional position (including those for summer/evening school
44 programs) occurs, it will be adequately publicized by the Superintendent electronically on the QRSD
45 website and distributed by district wide email, for at least a period of five (5) days. Qualifications for
46 the position, its duties and rate of compensation will be clearly set forth for such postings.
47

48 In order to facilitate filling vacancies during the summer months, any individual who would like to be
49 considered for a transfer for the next school year must provide written notice to the Central Office of

1 his/her preferences prior to the preceding June 1st. Preferences on the list shall be remain confidential
2 unless a vacancy occurs.

3
4 No bargaining unit member shall be involuntarily transferred to a vacant position within the school
5 district prior to the completion of the application and selection process described in Article XI, Section
6 B.

- 7
8 C. All qualified teachers will have the opportunity to apply for such positions. Any qualified applicant
9 currently employed by the Quabbin Regional School District who makes application for a posted
10 vacancy shall be provided with an opportunity to interview for said position. The District agrees to
11 carefully consider the professional background and attainments of all applicants, the length of time each
12 has been in the school system and other relevant factors. Vacancies and/or new positions shall be filled
13 by an applicant from within the QRSD if his/her educational qualifications, skills, experience or
14 seniority for the position are, in the opinion of the Administration, equal to those of other applicants.

15
16 It is recognized by the Association that the final decision as to transfer, advancement or promotion must
17 rest with the Superintendent. Any internal candidate not awarded a position after the interview process
18 may request, in writing, reasons why he/she has not been recommended for the position.

- 19
20 D. Notice of vacancy for an established or newly created position occurring during vacation periods will be
21 communicated via e-mail to the Association President or his/her designee and it will also be posted on
22 the QRSD website for not less than five (5) calendar days.

23
24
25 E. Involuntary Transfers Between School Buildings

26
27 Involuntary transfer shall be defined as a transfer of a teacher to another school within the school
28 district. (Grade level assignments within the same school are exempt from this language.) The parties
29 understand that the need may arise for the district to transfer unit members in order to meet the
30 educational needs of the students and district.

- 31
32 1. No teacher shall be assigned to a position that is outside of his/her certification, competence,
33 experience, major and/or minor field of study.
34
35 2. Notice of proposed involuntary transfers will be given to the teacher or teachers involved as soon as
36 possible.
37
38 3. An involuntary transfer will be made only after a meeting between the teacher involved and the
39 Superintendent of Schools or his/her designee at which time the teachers will be notified of the
40 reasons for the transfer. The reasons for the transfer will be presented verbally and in writing.
41
42 4. A teacher being involuntarily transferred will be given one-half day with pay to visit the location
43 he/she is being transferred to, if the transfer involves a building change.
44
45 5. No transfer shall be made in an arbitrary, unreasonable, punitive, or capricious manner. The
46 controlling factor will be reasonably demonstrated educational need and the ability of the teacher to
47 meet that need.
48
49 6. Teachers transferring within the School District retain all benefits they have accrued.
50

1 7. Teachers required to move classrooms will be provided with sufficient boxes and packing materials
2 and the district will be responsible for transporting all items.
3

4 F. Definitions:

5 Transfer: To move from one building to another building

6 Reassignment: To change from one grade level to another within same building
7

8 **ARTICLE XII - TEACHER EVALUATION**
9

10 E. All monitoring or observation of the work performance of a teacher will be conducted openly and with
11 the full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by
12 their supervisors and do have the right to discuss such a report with their supervisors, and must sign
13 every report to indicate that they have read it, with the expressed understanding that such signature in no
14 way indicates agreement with the content thereof. Specific contract language regarding the teacher
15 evaluation procedures are located in Appendix E.
16

17 F. No teacher shall receive adverse comments from a supervisory personnel in the presence of pupils or
18 other members of non-supervisory school staff.
19

20 G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any
21 professional advantage without notice of the reason(s) for such action(s) and without having had the
22 advantage of all due process considerations required by statute.
23

24 H. Teachers have the right, upon written request, to review the contents of their personnel files, excepting
25 however, any confidential references given at the time of their employment. At a teacher's request, a
26 representative of the Association may accompany the teacher in such review. The review shall be made
27 in the presence of the administrator and/or his/her designee responsible for the safekeeping of such
28 official files.
29

30 I. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her
31 personnel file unless the teacher has had the opportunity to review the material. The teacher will
32 acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to
33 the copy to be filed with the expressed understanding that such signature in no way indicates expressed
34 agreement with the contents thereof. The teacher will also have the right to submit a written answer to
35 such material within five (5) school days and his/her answer shall be reviewed and signed by the
36 Superintendent or his/her designee, and attached to the file copy. This procedure shall apply to written
37 memos of a negative nature as well as formal evaluation reports.
38

39 F. Any adverse evaluation of the teacher's performance filed by the teacher's supervisor and/or principal
40 may be subject to the complaint procedure herein set forth.
41

42 G. Any violation of specific evaluation guidelines and/or procedures established by the Committee and/or
43 included in this Agreement will be subject to the grievance procedure herein set forth.
44

45 H. Any written complaint regarding a teacher made to any member of the Administration by a parent,
46 student, or other person will be promptly called to the attention of the teacher, in writing.
47

48 I. Any recording via audio and/or video tape of a teacher's performance shall be done with the advance
49 notification to the teacher, with such recording subject to teacher approval. This recording shall be done
50 with the expressed understanding that any use of such recordings beyond use between the supervisor
51 and the teacher must have written consent of the teacher involved.

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ARTICLE XIII - PROTECTION

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- A. Teachers will immediately report, in writing, all cases of assault suffered by them in connection with their employment through the building principal to the Superintendent of Schools.
 - B. This report shall be forwarded to the Superintendent, which will authorize the Superintendent to comply with any reasonable request for public information in its possession relating to the incident or persons involved.
 - C. If civil or criminal proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Superintendent may furnish legal counsel to defend him/her in such proceedings, if s/he requests such assistance.
 - D. When a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, s/he will be paid full salary (less the amount of any Workman's Compensation payment made for temporary total disability due to said injury) for a period of up to ninety (90) days and no part of which shall be discharged to accumulated sick leave.

ARTICLE XIV - REDUCTION IN FORCE

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- A. In the event it becomes necessary to reduce the number of employees included in the bargaining unit under this contract, the following procedure shall be used:
 - 1. Teachers without professional status within the licensure required for a particular assignment shall be released before teachers with professional status.

Whenever possible, the Superintendent will attempt to meet reduction by attrition, such as retirement, resignation, or other means.
 - 2. The QRTA shall acknowledge and accept the fact that administrators presently serving in the District who have previously enjoyed the status of a professional status teacher in the Quabbin Regional School District, will have the right to return to the classroom as a teacher should his/her administrative position be eliminated.
 - 3. No professional status teacher shall be laid off while there is a non-professional status teacher whose position the professional status teacher is certified to fill, or if there is a less qualified teacher with professional status holding the same or similar position for which the covered employee is qualified.
 - 4. No teacher with professional status shall be displaced by a more senior teacher with professional status unless the more senior teacher is currently certified and is at least as qualified for the position as the junior teacher holding the provision. The Superintendent/designee shall consider the best interests of the students in the school or district and teachers' qualification to determine the order of layoff. The criteria for determining teachers' qualifications include:
 - a) Indicators of job performance, including overall ratings from three or more summative evaluations; however, no distinction shall be made between proficient and exemplary ratings;
 - b) Experience in the subject matter/area and grade levels; and

- 1 c) Nature and diversity of license.
- 2 B. Seniority shall only be used as a tie-breaker in personnel actions between or among teachers whose
3 qualifications are no different. In cases involving teachers who have identical seniority, preference
4 for retention or call back shall be given to the teacher who has achieved the highest
5 level of educational attainment. In cases involving teachers who have both identical seniority and
6 educational attainment, the Superintendent shall perform a lottery to determine who shall be laid off.
7
- 8 C. In determining seniority, years outside the Association, even within District, shall not count for RIF
9 situations. In RIF situations all time as a member of QRTA shall count, even if interrupted.
10
- 11 D. Each teacher selected to be reduced will be reassigned to a vacancy if he/she is appropriately
12 licensed/certified for the vacant position; but if this is not possible, then the teacher will be laid off.
13
- 14 E. Teachers who are to be laid off due to a reduction in staff must be notified no later than July 15 of the
15 school year preceding the year in which the reduction will take effect, where practicable and possible.
16 In the event of a decision to reduce force (RIF) during the school year, those staff members being
17 laid off will be given a minimum of thirty (30) days written notice. Teachers who have been laid off
18 shall be entitled to recall rights for a period of two years from the effective date of their respective lay-
19 offs.
- 20 During the recall period, teachers shall be notified by certified mail to their last address of record and
21 given preference for positions in the inverse order of their respective lay-offs, and all benefits to which a
22 teacher was entitled at the time of lay-off shall be restored in full upon re-employment with the recall
23 period. During the recall period, teachers who have been laid off shall be given preference on the
24 substitute list if they so desire. Failure on the part of any teacher to accept a position for which s/he is
25 certified while on recall shall automatically remove that teacher from the recall benefit.
26
- 27 F. Whenever feasible, any teacher who is transferred to another school due to the elimination of his/her
28 position, will have the opportunity to return to his/her original professional assignment (right of first
29 refusal).
30
- 31 G. Laid off employees may continue group health and life insurance coverage during the recall period as
32 provided by the district to members of the bargaining unit by reimbursing the district for the premium
33 cost. Failure to forward premium payments to the district or refusal to return to employment upon recall
34 will terminate this option.
35
- 36 H. While members of the bargaining unit continue on lay-off, the Superintendent agrees not to hire any
37 new teachers unless;
38 1. no teacher on lay-off is licensed/certified to fill a position, and
39 2. all certified teachers on lay-off have declined an offer to fill the vacancy.

40
41

1 **ARTICLE XV - RETIREMENT/TERMINATION OF EMPLOYMENT BENEFITS**

2
3 A. Accumulated Sick Leave Compensation – Resignation

- 4
5 1. After fifteen (15) years employment in the Quabbin Regional School District, teachers resigning
6 will receive a lump sum compensation for unused sick leave at a rate of \$10 per day pending
7 Superintendent approval. This payment may be made within ninety (90) days following the final
8 paycheck.
9

10 B. Accumulated Sick Leave Compensation – Retirement

- 11
12 1. After fifteen (15) years employment in the Quabbin Regional School District, teachers retiring will
13 be eligible to obtain a lump sum compensation for his/her maximum accumulated sick leave. If
14 approved, this payment may be made within ninety (90) days following the final paycheck and shall
15 be equal to \$15 for each day of accumulated sick leave.
16

17 C. Retirement Compensation (*Employees hired prior to July 1, 2014 are grandfathered under Section C of*
18 *Article XV. This benefit is eliminated as of July 1, 2014).*

- 19
20 1. Any teacher retiring and participating in the state retirement system with more than ten (10) years of
21 employment in the QRSD will receive .10 of the maximum in his/her salary category as a lump sum
22 payment two weeks following the issuance of the final paycheck, if s/he has given the
23 Superintendent written notice of his/her intention to retire at least one (1) school year in advance.
24
25 2. All retirement compensations above require at least one (1) school year in advance notification.
26 This notification is for budgetary purposes. If for reasons of health, or some other unforeseen
27 circumstance, such notice could not be given, the need for such notice may be waived by the
28 Superintendent, with the payment date being extended to within ninety (90) days of the final
29 paycheck.
30

31 D. Death Benefit

- 32
33 1. Any retirement compensations due to a teacher who has given the necessary notice and who has
34 been employed in the system for fifteen (15) years but who dies prior to retirement shall be paid to
35 the estate of said teacher. Said payment shall be made within ninety (90) days of the final
36 paycheck.
37
38 2. In the event of the death of a teacher who has been employed in the QRSD for a period of fifteen
39 years and is currently under contract with the district, compensation for accumulated sick leave
40 shall be made to the estate of said teacher in the amount of \$15 per day for each day of accumulated
41 sick leave. Said payment shall be made within ninety (90) days of the final paycheck.
42

43 E. Life/Health Insurance Benefits (Retirement)

- 44
45 1. Retired teaching personnel may choose to be covered under the Commonwealth of Massachusetts
46 life and medical insurance programs. Quabbin Regional School District will pay the percentage of
47 payment on health and life insurance as is specified by state statute.
48
49
50

APPENDIX A -- TEACHER SALARY SCHEDULE

QRTA 2020/2021 (FY21) Salary Schedule									2.25%
Step	B	B/15	B/30	M	M/15	M/30	M/45	M/60	PhD/EdD
1	53,108	54,479	55,144	55,858	57,229	58,594	59,975	61,350	63,111
2	54,701	56,113	56,798	57,534	58,947	60,352	61,775	63,189	65,003
3	56,341	57,796	58,502	59,260	60,715	62,165	63,628	65,085	66,954
4	58,033	59,530	60,257	61,037	62,537	64,028	65,536	67,037	68,963
5	59,772	61,317	62,065	62,868	64,411	65,949	67,503	69,049	71,031
6	61,566	63,157	63,928	64,755	66,345	67,928	69,528	71,121	73,162
7	63,413	65,049	65,845	66,698	68,336	69,966	71,614	73,254	75,357
8	65,315	67,001	67,820	68,698	70,386	72,064	73,762	75,452	77,617
9	67,275	69,012	69,854	70,759	72,496	74,225	75,975	77,716	79,946
10	69,294	71,082	71,950	72,882	74,672	76,453	78,254	80,046	82,344
11	71,372	73,215	74,108	75,070	76,911	78,747	80,603	82,448	84,814
12	73,513	75,411	76,333	77,321	79,220	81,109	83,020	84,922	87,358
13	75,717	77,673	78,621	79,639	81,596	83,541	85,512	87,470	89,980
14	77,989	80,003	80,981	82,030	84,043	86,048	88,076	90,093	92,678
15	80,330	82,403	83,410	84,491	86,565	88,629	90,717	92,797	95,460
16	82,739	84,877	85,911	87,025	89,161	91,288	93,439	95,580	98,324

QRTA 2021/2022 (FY22) Salary Schedule									1.25%
Step	B	B/15	B/30	M	M/15	M/30	M/45	M/60	PhD/EdD
1	53,772	55,160	55,833	56,556	57,944	59,326	60,725	62,117	63,900
2	55,385	56,814	57,508	58,253	59,684	61,106	62,547	63,979	65,816
3	57,045	58,518	59,233	60,001	61,474	62,942	64,423	65,899	67,791
4	58,758	60,274	61,010	61,800	63,319	64,828	66,355	67,875	69,825
5	60,519	62,083	62,841	63,654	65,216	66,773	68,347	69,912	71,919
6	62,336	63,946	64,727	65,564	67,174	68,777	70,397	72,010	74,077
7	64,206	65,862	66,668	67,532	69,190	70,841	72,509	74,170	76,299
8	66,131	67,839	68,668	69,557	71,266	72,965	74,684	76,395	78,587
9	68,116	69,875	70,727	71,643	73,402	75,153	76,925	78,687	80,945
10	70,160	71,971	72,849	73,793	75,605	77,409	79,232	81,047	83,373
11	72,264	74,130	75,034	76,008	77,872	79,731	81,611	83,479	85,874
12	74,432	76,354	77,287	78,288	80,210	82,123	84,058	85,984	88,450
13	76,663	78,644	79,604	80,634	82,616	84,585	86,581	88,563	91,105
14	78,964	81,003	81,993	83,055	85,094	87,124	89,177	91,219	93,836
15	81,334	83,433	84,453	85,547	87,647	89,737	91,851	93,957	96,653
16	83,773	85,938	86,985	88,113	90,276	92,429	94,607	96,775	99,553

QRTA 2022/2023 (FY23) Salary Schedule									1.50%
Step	B	B/15	B/30	M	M/15	M/30	M/45	M/60	PhD/EdD
1	54,579	55,987	56,670	57,404	58,813	60,216	61,636	63,049	64,859
2	56,216	57,666	58,371	59,127	60,579	62,023	63,485	64,939	66,803
3	57,901	59,396	60,121	60,901	62,396	63,886	65,389	66,887	68,808
4	59,639	61,178	61,925	62,727	64,269	65,800	67,350	68,893	70,872
5	61,427	63,014	63,784	64,609	66,194	67,775	69,372	70,961	72,998
6	63,271	64,905	65,698	66,547	68,182	69,809	71,453	73,090	75,188
7	65,169	66,850	67,668	68,545	70,228	71,904	73,597	75,283	77,443
8	67,123	68,857	69,698	70,600	72,335	74,059	75,804	77,541	79,766
9	69,138	70,923	71,788	72,718	74,503	76,280	78,079	79,867	82,159
10	71,212	73,051	73,942	74,900	76,739	78,570	80,420	82,263	84,624
11	73,348	75,242	76,160	77,148	79,040	80,927	82,835	84,731	87,162
12	75,548	77,499	78,446	79,462	81,413	83,355	85,319	87,274	89,777
13	77,813	79,824	80,798	81,844	83,855	85,854	87,880	89,891	92,472
14	80,148	82,218	83,223	84,301	86,370	88,431	90,515	92,587	95,244
15	82,554	84,684	85,720	86,830	88,962	91,083	93,229	95,366	98,103
16	85,030	87,227	88,290	89,435	91,630	93,815	96,026	98,227	101,046

Longevity after ten (10) consecutive years of service = \$750

Longevity after twenty (20) consecutive years of service = \$1,000

Longevity after twenty-five (25) consecutive years of service = \$1,500

Longevity after thirty (30) consecutive years of service = \$2,000

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APPENDIX B – SUPERVISORY STIPENDS AND DIFFERENTIALS

Academic Coordinators	\$2,500 **
Elementary Teacher Leader	\$1,000 (FY21); \$1,250 (FY22); \$1,500 (FY23)
Secondary Teacher Leaders	\$1,790.00
K-12 Speech Supervisor	\$2,239 Includes two (2) additional work days \$600 Travel stipend
Media Director	High School media Director will receive .10 x regular salary based upon experience and professional preparation. Media Director will be required to work ten (10) additional days.
MCAS Alternate Assessment	\$100 per ALT Assessment
Music Director	\$1,000 (in addition to his/her regular department head stipend)
Washington, DC Food/Travel	Up to \$100 reimbursement, with receipts

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** Above positions without stipends previously negotiated will be subject to mutual agreement (compensation) to be negotiated by the QRTA, if the Superintendent of Schools deems such positions necessary. Appointments will be made on a yearly basis.

QRSD will allocate no less than \$5,000.00 annually to fund elementary teacher leader positions.

APPENDIX C - ADVISORS STIPENDS SCHEDULE

APPENDIX C - ADVISORS STIPENDS SCHEDULE			
HIGH SCHOOL	FY21	FY22	FY23
Position	2.25%	1.25%	1.50%
Beekeeper	700.00	708.75	719.38
Drama Club Advisor	2,864.37	2,900.17	2,943.68
Drill Team Coach	2,332.73	2,361.89	2,397.32
Envirothon Coach (2)	1,510.09	1,528.97	1,551.90
Freshman Class Advisor	1,141.17	1,155.44	1,172.77
GSA Advisor	733.28	742.44	753.58
Greenhouse Manager	907.43	918.77	932.55
High School Band	2,919.35	2,955.84	3,000.18
High School Chorus	2,521.79	2,553.31	2,591.61
High School Orchestra	1,710.61	1,731.99	1,757.97
International Club (formerly French & Spanish)	907.43	918.77	932.55
Junior Class Advisor	1,510.09	1,528.97	1,551.90
LINKS Crew Advisor (added in FY09)	1,813.72	1,836.39	1,863.94
Marksmanship Advisor	907.43	918.77	932.55
National Honor Society Advisor	1,510.09	1,528.97	1,551.90
SAT Coordinator	610.68	618.31	627.59
Senior Class Advisor	2,014.22	2,039.40	2,069.99
Sophomore Class Advisor	1,141.17	1,155.44	1,172.77
Student Government Advisor	1,813.72	1,836.39	1,863.94
Yearbook Advisor	4,577.25	4,634.47	4,703.98
Sub-Total High School	34,146.62	34,573.45	35,092.05
MIDDLE SCHOOL	FY21	FY22	FY23
Position			
Middle School Band	1,710.61	1,731.99	1,757.97
Middle School Chorus	1,710.61	1,731.99	1,757.97
Middle School Orchestra	1,710.61	1,731.99	1,757.97
Middle School Store	907.43	918.77	932.55
Middle School Student Govt	1,813.72	1,836.39	1,863.94
Middle School Yearbook	1,947.77	1,972.12	2,001.70
National Jr Honor Society	1,009.40	1,022.02	1,037.35
Washington DC Advisor	1,221.35	1,236.61	1,255.16
Washington DC Bookkeeper	1,221.35	1,236.61	1,255.16
Sub-Total Middle School	13,252.85	13,418.51	13,619.79
TOTAL ADVISOR STIPENDS	47,399.47	47,991.96	48,711.84
Nature's Classroom (overnight experiences/\$ night)	148.95	152.30	155.73

APPENDIX D - ATHLETIC COACHES SALARY SCHEDULE

for Coaches employed in 2019/2020 - Grandfathered*

Contract Period 7/1/2020 - 6/30/2023

HIGH SCHOOL		2.25%	1.25%	1.50%
Sport	Base Salary	FY21	FY22	FY23
Baseball-Varsity	4,802.16	4,910.21	4,971.59	5,046.16
Basketball-Varsity Boys	5,802.29	5,932.84	6,007.00	6,097.11
Basketball-Varsity Girls	5,645.47	5,772.49	5,844.65	5,932.32
Basketball-JV Boys	3,387.29	3,463.50	3,506.80	3,559.40
Basketball-JV Girls	3,261.84	3,335.23	3,376.92	3,427.58
Cross Country-Boys	4,182.17	4,276.27	4,329.72	4,394.67
Cross Country-Girls	4,220.19	4,315.14	4,369.08	4,434.62
Field Hockey-Varsity	4,845.82	4,954.85	5,016.79	5,092.04
Field Hockey-JV	3,166.70	3,237.95	3,278.43	3,327.60
Football-Varsity	6,690.49	6,841.03	6,926.54	7,030.44
Football-Assistant Varsity	3,466.93	3,544.94	3,589.25	3,643.09
Football-JV	3,393.41	3,469.76	3,513.13	3,565.83
Golf-Boys	4,182.17	4,276.27	4,329.72	4,394.67
Golf-Girls	4,182.17	4,276.27	4,329.72	4,394.67
Indoor Track-Boys	3,797.30	3,882.74	3,931.27	3,990.24
Indoor Track-Girls	3,797.30	3,882.74	3,931.27	3,990.24
Soccer-Varsity Boys	4,802.16	4,910.21	4,971.59	5,046.16
Soccer-Varsity Girls	4,714.85	4,820.93	4,881.20	4,954.41
Soccer-JV Boys	2,909.94	2,975.41	3,012.61	3,057.80
Soccer-JV Girls	2,967.00	3,033.76	3,071.68	3,117.75
Softball-Varsity	4,714.85	4,820.93	4,881.20	4,954.41
Tennis-Girls	4,220.19	4,315.14	4,369.08	4,434.62
Track-Boys	4,220.19	4,315.14	4,369.08	4,434.62
Track-Girls	4,220.19	4,315.14	4,369.08	4,434.62
Wrestling-Varsity	5,750.02	5,879.40	5,952.89	6,042.18
<i>Sub-Total High School</i>	<i>107,343.09</i>	<i>109,758.31</i>	<i>111,130.29</i>	<i>112,797.24</i>

* Athletic Coaches on the payroll for the 2019/2020 seasons are grandfathered under this schedule. Their total stipend in FY20, including the experience stipend, becomes the base salary for calculating FY21. If the coach has a break in service, but returns within 2 years, the coach will be placed on this schedule. After two years, the coach is placed on the new schedule.

APPENDIX D - ATHLETIC COACHES SALARY SCHEDULE

*for Coaches employed in 2019/2020 - Grandfathered**

Contract Period 7/1/2020 - 6/30/2023

MIDDLE SCHOOL		2.25%	1.25%	1.50%
Sport	Base Salary	FY21	FY22	FY23
Baseball	2,509.54	2,566.00	2,598.08	2,637.05
Basketball-Boys	2,532.35	2,589.33	2,621.69	2,661.02
Basketball-Girls	2,509.54	2,566.00	2,598.08	2,637.05
Cross Country-Boys	2,532.35	2,589.33	2,621.69	2,661.02
Cross Country-Girls	2,327.03	2,379.39	2,409.13	2,445.27
Field Hockey	2,418.28	2,472.69	2,503.60	2,541.15
Soccer-Boys	2,509.54	2,566.00	2,598.08	2,637.05
Soccer-Girls	2,509.54	2,566.00	2,598.08	2,637.05
Softball	2,509.54	2,566.00	2,598.08	2,637.05
Track-Boys	2,418.28	2,472.69	2,503.60	2,541.15
Wrestling	2,532.35	2,589.33	2,621.69	2,661.02
<i>Sub-Total Middle School</i>	<i>27,308.34</i>	<i>27,922.78</i>	<i>28,271.81</i>	<i>28,695.89</i>
TOTAL ATHLETIC SALARIES	134,651.43	137,681.09	139,402.10	141,493.13

APPENDIX D - ATHLETIC COACHES SALARY SCHEDULE

for Coaches hired after July 1, 2021

Contract Period 7/1/2020 - 6/30/2023

HIGH SCHOOL		2.25%	1.25%	1.50%
Sport	Base Salary	FY21	FY22	FY23
Baseball-Varsity	4,365.60	4,463.82	4,519.62	4,587.41
Baseball-JV	2,852.88	2,917.07	2,953.53	2,997.83
Basketball-Varsity Boys	5,227.29	5,344.91	5,411.72	5,492.89
Basketball-Varsity Girls	5,227.29	5,344.91	5,411.72	5,492.89
Basketball-JV Boys	3,136.38	3,206.95	3,247.03	3,295.74
Basketball-JV Girls	3,136.38	3,206.95	3,247.03	3,295.74
Cheerleading-Varsity	4,365.60	4,463.82	4,519.62	4,587.41
Cheerleading-Varsity Football	4,365.60	4,463.82	4,519.62	4,587.41
Cheerleading-JV	1,900.42	1,943.18	1,967.47	1,996.98
Cross Country-Boys	3,801.97	3,887.52	3,936.11	3,995.15
Cross Country-Girls	3,801.97	3,887.52	3,936.11	3,995.15
Field Hockey-Varsity	4,365.60	4,463.82	4,519.62	4,587.41
Field Hockey-JV	2,852.88	2,917.07	2,953.53	2,997.83
Football-Varsity	6,082.26	6,219.11	6,296.85	6,391.30
Football-Assistant Varsity	3,333.59	3,408.60	3,451.20	3,502.97
Football-JV	3,326.87	3,401.73	3,444.25	3,495.91
Football-Assistant JV	3,326.87	3,401.73	3,444.25	3,495.91
Golf-Boys	3,801.97	3,887.52	3,936.11	3,995.15
Golf-Girls	3,801.97	3,887.52	3,936.11	3,995.15
Indoor Track-Boys	3,420.99	3,497.96	3,541.69	3,594.81
Indoor Track-Girls	3,420.99	3,497.96	3,541.69	3,594.81
Soccer-Varsity Boys	4,365.60	4,463.82	4,519.62	4,587.41
Soccer-Varsity Girls	4,365.60	4,463.82	4,519.62	4,587.41
Soccer-JV Boys	2,852.88	2,917.07	2,953.53	2,997.83
Soccer-JV Girls	2,852.88	2,917.07	2,953.53	2,997.83
Softball-Varsity	4,365.60	4,463.82	4,519.62	4,587.41
Softball-JV	2,852.88	2,917.07	2,953.53	2,997.83
Tennis-Boys	3,801.97	3,887.52	3,936.11	3,995.15
Tennis-Girls	3,801.97	3,887.52	3,936.11	3,995.15
Track-Boys	3,801.97	3,887.52	3,936.11	3,995.15
Track-Girls	3,801.97	3,887.52	3,936.11	3,995.15
Track-Assistant	2,852.88	2,917.07	2,953.53	2,997.84
Wrestling-Varsity	5,227.29	5,344.91	5,411.72	5,492.89
Wrestling-JV	3,136.38	3,206.95	3,247.03	3,295.74
<i>Sub-Total High School</i>	<i>127,995.23</i>	<i>130,875.12</i>	<i>132,511.06</i>	<i>134,498.72</i>

APPENDIX D - ATHLETIC COACHES SALARY SCHEDULE

for Coaches hired after July 1, 2021

Contract Period 7/1/2020 - 6/30/2023

MIDDLE SCHOOL		2.25%	1.25%	1.50%
Sport	Base Salary	FY21	FY22	FY23
Baseball	2,281.40	2,332.74	2,361.89	2,397.32
Basketball-Boys	2,281.40	2,332.74	2,361.89	2,397.32
Basketball-Girls	2,281.40	2,332.74	2,361.89	2,397.32
Cross Country-Boys	2,281.40	2,332.74	2,361.89	2,397.32
Cross Country-Girls	2,281.40	2,332.74	2,361.89	2,397.32
Field Hockey	2,281.40	2,332.74	2,361.89	2,397.32
Soccer-Boys	2,281.40	2,332.74	2,361.89	2,397.32
Soccer-Girls	2,281.40	2,332.74	2,361.89	2,397.32
Softball	2,281.40	2,332.74	2,361.89	2,397.32
Track-Boys	2,281.40	2,332.74	2,361.89	2,397.32
Track-Girls	2,281.40	2,332.74	2,361.89	2,397.32
Wrestling	2,281.40	2,332.74	2,361.89	2,397.32
<i>Sub-Total Middle School</i>	<i>27,376.84</i>	<i>27,992.82</i>	<i>28,342.73</i>	<i>28,767.87</i>
TOTAL ATHLETIC SALARIES	155,372.07	158,867.94	160,853.79	163,266.60

APPENDIX E – EVALUATION PROCEDURES

Appendix E – Evaluation Procedures

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

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

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

- 1 E) ***District-determined Measures:** Measures of student learning, growth and achievement
2 related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical
3 Education Frameworks, or other relevant frameworks, that are comparable across grade or
4 subject level district-wide. These measures may include, but shall not be limited to: portfolios
5 approved commercial assessments and district-developed pre and post unit and course
6 assessments, and capstone projects. (This does not go into effect until the 2013-2014 school
7 year. Aspects of this regulation that are negotiable will be negotiated between the QRTA &
8 the QRSD during the 2012-2013 school year).
- 9 F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators,
10 unless otherwise noted.
- 11 G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s
12 evaluation. The type of plan is determined by the Educator’s career stage, overall
13 performance rating, and the rating of impact on student learning, growth and achievement.
14 There shall be four types of Educator Plans:
- 15 i) **Developing Educator Plan** shall mean a plan developed by the Educator and the
16 Evaluator for one school year or less for an Educator without Professional Teacher
17 Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new
18 assignment.
- 19 ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or
20 two school years for Educators with PTS who are rated proficient or exemplary.
- 21 iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the
22 Evaluator of one school year or less for Educators with PTS who are rated needs
23 improvement.
- 24 iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30
25 calendar days and no more than one school year for Educators with PTS who are
26 rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory
27 performance. In those cases where an Educator is rated unsatisfactory near the close
28 of a school year, the plan may include activities during the summer preceding the
29 next school year.
- 30 H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- 31 I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using
32 information as part of a process to improve professional performance (the “formative
33 evaluation” and “formative assessment”) and to assess total job effectiveness and make
34 personnel decisions (the “summative evaluation”).
- 35 J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory
36 responsibility for observation and evaluation. The superintendent is responsible for ensuring

1 that all Evaluators have training in the principles of supervision and evaluation. Each
2 Educator will have one primary Evaluator at any one time responsible for determining
3 performance ratings.

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

6 ii) **Supervising Evaluator** shall be the person responsible for developing the Educator
7 Plan, supervising the Educator's progress through formative assessments, evaluating
8 the Educator's progress toward attaining the Educator Plan goals, and making
9 recommendations about the evaluation ratings to the primary Evaluator at the end of
10 the Educator Plan. The Supervising Evaluator may be the primary Evaluator or
11 his/her designee.

12 iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is
13 assigned to more than one building will be evaluated by the appropriate administrator
14 where the individual is assigned most of the time. The principal of each building in
15 which the Educator serves must review and sign the evaluation, and may add written
16 comments. In cases where there is no predominate assignment, the superintendent
17 will determine who the primary evaluator will be.

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

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

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

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

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

29 O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a
30 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards
31 attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of
32 Effective Teaching Practice, or both.

33 P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an
34 Educator's plan. A goal may pertain to any or all of the following: Educator practice in
35 relation to Performance Standards, Educator practice in relation to indicators, or specified

1 improvement in student learning, growth and achievement. Goals may be developed by
2 individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who
3 have the same role.

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

6 R) **Multiple Measures of Student Learning:** Measures must include a combination of
7 classroom, school and district assessments, student growth percentiles on state assessments, if
8 state assessments are available, and student MEPA gain scores. This definition may be
9 revised as required by regulations or agreement of the parties upon issuance of ESE guidance
10 expected by July 2012. (This does not go into effect until the 2013-2014 school year. Aspects
11 of this regulation that are negotiable will be negotiated between the QRTA & the QRSD
12 during the 2012-2013 school year).

13 S) ***Observation:** A data gathering process that includes notes and judgments made during one
14 or more classroom or worksite visits(s) of any duration by the Evaluator and may include
15 examination of artifacts of practice including student work. An observation may occur in
16 person or through video. *Pursuant to Article XII, §I, "Any recording via audio and/or video
17 tape of a teacher's performance shall be done with the advance notification to the teacher,
18 with such recording subject to teacher approval. This recording shall be done with the
19 expressed understanding that any use of such recordings beyond use between the supervisor
20 and the teacher must have written consent of the teacher involved".* Classroom or worksite
21 observations conducted pursuant to this article must result in feedback to the Educator.
22 Normal supervisory responsibilities of department, building and district administrators will
23 also cause administrators to drop in on classes and other activities in the worksite at various
24 times as deemed necessary by the administrator. Carrying out these supervisory
25 responsibilities, when they do not result in targeted and constructive feedback to the
26 Educator, are not observations as defined in this Article.

27 T) **Parties:** The parties to this agreement are the local school committee (QRSC) and the
28 employee organization that represents the Educators (QRTA) covered by this agreement for
29 purposes of collective bargaining ("Employee Organization/Association").

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

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

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

- 1 ■ Needs Improvement: the Educator’s performance on a standard or overall is below
2 the requirements of a standard or overall, but is not considered to be unsatisfactory at
3 this time. Improvement is necessary and expected.
- 4 ■ Unsatisfactory: the Educator’s performance on a standard or overall has not
5 significantly improved following a rating of needs improvement, or the Educator’s
6 performance is consistently below the requirements of a standard or overall and is
7 considered inadequate, or both.
- 8 V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c.
9 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to
10 limit standards and indicators to those set forth in 603 CMR 35.03.
- 11 W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L.
12 c. 71, § 41.
- 13 X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based
14 on trends and patterns on state assessments and district-determined measures. The parties
15 will negotiate the process for using state and district-determined measures to arrive at an
16 Educator’s rating of impact on student learning, growth and achievement, using guidance and
17 model contract language from ESE, expected by July 2012. (This does not go into effect until
18 the 2013-2014 school year. Aspects of this regulation that are negotiable will be negotiated
19 between the QRTA & the QRSD during the 2012-2013 school year).
- 20 Y) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is
21 based on the Evaluator’s professional judgment and examination of evidence of the
22 Educator’s performance against the four Performance Standards and the Educator’s
23 attainment of goals set forth in the Educator Plan, as follows:
- 24 i) Standard 1: Curriculum, Planning and Assessment
- 25 ii) Standard 2: Teaching All Students
- 26 iii) Standard 3: Family and Community Engagement
- 27 iv) Standard 4: Professional Culture
- 28 v) Attainment of Professional Practice Goal(s)
- 29 vi) Attainment of Student Learning Goal(s)
- 30 Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different
31 levels of performance. The rubrics for Standards and Indicators of Effective Teaching
32 Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- 1 i) Standards: Describes broad categories of professional practice, including those
2 required in 603 CMR 35.03
- 3 ii) Indicators: Describes aspects of each standard, including those required in 603 CMR
4 35.03
- 5 iii) Elements: Defines the individual components under each indicator
- 6 iv) Descriptors: Describes practice at four levels of performance for each element
- 7 AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an
8 overall rating, and as a basis to make personnel decisions. The summative evaluation
9 includes the Evaluator’s judgments of the Educator’s performance against Performance
10 Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- 11 BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71
12 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- 13 CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described
14 in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603
15 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance
16 counselors, or school nurses.
- 17 DD) ***Trends in student learning:** At least two years of data from the district-determined
18 measures and state assessments used in determining the Educator’s rating on impact on
19 student learning as high, moderate or low. (This does not go into effect until the 2013-2014
20 school year. Aspects of this regulation that are negotiable will be negotiated between the
21 QRTA & the QRSD during the 2012-2013 school year).

22 3) **Evidence Used In Evaluation**

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

- 24 A) Multiple measures of student learning, growth, and achievement, which shall include:
- 25 i) Measures of student progress on classroom assessments that are aligned with the
26 Massachusetts Curriculum Frameworks or other relevant frameworks and are
27 comparable within grades or subjects in a school;
- 28 ii) At least two district-determined measures of student learning related to the
29 Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical
30 Education Frameworks or other relevant frameworks that are comparable across
31 grades and/or subjects district-wide. These measures may include: portfolios,
32 approved commercial assessments and district-developed pre and post unit and
33 course assessments, and capstone projects. One such measure shall be the MCAS
34 Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment

- 1 gain scores, if applicable, in which case at least two years of data is required. (This
2 does not go into effect until the 2013-2014 school year. Aspects of this regulation
3 that are negotiable will be negotiated between the QRTA & the QRSD during the
4 2012-2013 school year).
- 5 iii) Measures of student progress and/or achievement toward student learning goals set
6 between the Educator and Evaluator for the school year or some other period of time
7 established in the Educator Plan.
- 8 iv) For Educators whose primary role is not as a classroom teacher, the appropriate
9 measures of the Educator's contribution to student learning, growth, and achievement
10 set by the district. The measures set by the district should be based on the Educator's
11 role and responsibility.
- 12 B) Judgments based on observations and artifacts of practice including:
- 13 i) Unannounced observations of practice of any duration.
- 14 ii) Announced observation(s).
- 15 iii) Examination of Educator work products.
- 16 iv) Examination of student work samples.
- 17 C) Evidence relevant to one or more Performance Standards, including but not limited to:
- 18 i) Evidence compiled and presented by the Educator, including :
- 19 (a) Evidence of fulfillment of professional responsibilities and growth such as
20 self-assessments, peer collaboration, professional development linked to
21 goals in the Educator plans, contributions to the school community and
22 professional culture;
- 23 (b) Evidence of active outreach to and engagement with families;
- 24 ii) Evidence of progress towards professional practice goal(s), as determined during
25 goal setting and Educator Plan development;
- 26 iii) Evidence of progress toward student learning outcomes goal(s), as determined during
27 goal setting and Educator Plan development;
- 28 iv) Student and Staff Feedback – see # 23-24, below; and (This does not go into effect
29 until the 2013-2014 school year. Aspects of this regulation that are negotiable will
30 be negotiated between the QRTA & the QRSD during the 2012-2013 school year).

1 v) Any other relevant evidence from any source that the Evaluator shares with the
2 Educator. Other relevant evidence could include information provided by other
3 administrators such as the superintendent.

4 4) **Rubric**

5 The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative
6 evaluation and the summative evaluation. The district will use the rubrics provided by ESE.

7 5) **Evaluation Cycle: Training**

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

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

20 6) **Evaluation Cycle: Annual Orientation**

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

24 i) Provide an overview of the evaluation process, including goal setting and the
25 educator plans.

26 ii) Provide all Educators with directions for obtaining a copy of the forms used by the
27 district. These may be electronically provided.

28 iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators
29 hired after the beginning of the school year.

30

31

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

2 A) Completing the Self-Assessment

3 i) The evaluation cycle begins with the Educator completing and submitting to the
4 Primary or Supervising Evaluator a self-assessment by October 1st or within four
5 weeks of the start of their employment at the school.

6 ii) The self-assessment includes:

7 (a) An analysis of evidence of student learning, growth and achievement for
8 students under the Educator's responsibility.

9 (b) An assessment of practice against each of the four Performance Standards of
10 effective practice using the district's rubric.

11 (c) Proposed goals to pursue:

12 (1st) At least one goal directly related to improving the Educator's own
13 professional practice.

14 (2nd) At least one goal directly related to improving student learning.

15 B) Proposing the goals

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

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

25 iii) Unless the Evaluator indicates that an Educator in his/her second or third years of
26 practice should continue to address induction and mentoring goals pursuant to 603
27 CMR 7.12, the Educator may address shared grade level or subject area team goals.

28 iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be
29 team goals. In addition, these Educators may include individual professional practice
30 goals that address enhancing skills that enable the Educator to share proficient
31 practices with colleagues or develop leadership skills.

1 v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the
2 professional practice goal(s) must address specific standards and indicators identified
3 for improvement. In addition, the goals may address shared grade level or subject
4 area team goals.

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

6 Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the
7 improvement of practice; one goal for the improvement of student learning. All educators will write
8 one-year Student Learning and Professional Practice Goals and Action Plans annually. The Plan also
9 outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to
10 assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams,
11 departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections
12 15-19 for more on Educator Plans.

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

19 B) Educator Plan Development Meetings shall be conducted as follows:

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

24 ii) For those Educators new to the school, the meeting with the Evaluator to establish
25 the Educator Plan must occur by October 15th or within six weeks of the start of their
26 assignment in that school

27 iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs
28 improvement or unsatisfactory to develop professional practice goal(s) that must
29 address specific standards and indicators identified for improvement. In addition, the
30 goals may address shared grade level or subject matter goals.

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

36

37

1 D) Priority Evaluation Elements:
2
3 Prior to *the first day of work for teachers each school year*, the QRSD administrative team
4 will choose no more than eight (8) elements from each of the educator evaluation rubrics
5 (teacher, guidance, clinical team, nurses, instructional coaches, team chairpersons and speech
6 language pathologists) that are aligned with the District Strategic Objectives. These elements
7 will be identified as “Priority Elements”. The priority elements will be the focus for
8 evaluative feedback in the *upcoming school year* evaluation cycle. While teacher
9 performance on the remaining (non-priority) elements will be assumed to be “Proficient” so
10 that educators and administrators can concentrate their efforts on building proficiency in the
11 priority elements. Should a concern arise with an educator’s performance in ANY of the
12 elements outlined in the rubric, feedback about it will be provided to the educator, it will be
13 noted in the record of evidence form and any other appropriate evaluation forms and it will be
14 considered as part of the rating for each standard and the overall evaluation rating. All QRTA
15 members will be notified of the identified priority elements and the rationale for the selection
16 of each, on or before *the first Monday in September*. (For the 2020-2021 School year prior to
17 January 12, 2021.
18

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

20 A) In the first, second and third year in the district:

21 i) At the request of the Educator or Evaluator there may be one or more announced
22 observations during the school year using the protocol described in section 12B,
23 below.

24 ii) The Educator shall have at least four unannounced observations during the school
25 year. Each observation will be at least ten minutes duration with two prior to January
26 15th or the number of observations necessary to gather evidence on all elements of the
27 evaluation rubric.

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

29 A) At the request of the Educator or Evaluator there may be one or more announced observations
30 during the school year using the protocol described in section 12B, below.

31 B) The Educator whose overall rating is proficient or exemplary must have at least two
32 unannounced observations during the school year. One has to be done prior to January 15th
33 and the remaining one prior to May 15th or the number of observations necessary to gather
34 evidence on all elements of the evaluation rubric. Each observation will be at least ten
35 minutes duration.

36 C) The Educator whose overall rating is needs improvement must be observed according to the
37 Directed Growth Plan during the period of the Plan which must include at least two
38 unannounced observations prior to January 15th and the remaining two prior to May 15th or
39 the number of observations necessary to gather evidence on all elements of the evaluation
40 rubric. Each observation will be at least ten minutes duration.

1 D) The Educator whose overall rating is unsatisfactory must be observed according to the
2 Improvement Plan which must include both unannounced and announced observation. The
3 number and frequency of the observations shall be determined by the Evaluator, but in no
4 case, for improvement plans of one year, shall there be fewer than two announced and four
5 unannounced observations prior to January 15th. For Improvement Plans of six months or
6 fewer, there must be no fewer than one announced and two unannounced observations with
7 remaining observations between January 15th and May 15th.

8 11) Educators in a New Assignment

9 A) At the request of the educator or evaluator there may be one or more announced observations
10 during the school year using the protocol described in 12B, below.

11 B) The educator shall have at least four unannounced observations during the school year. Each
12 observation will be at least ten minutes duration with two observations prior to January 15th,
13 or the number of observations necessary to gather evidence on all elements of the evaluation
14 rubric.

15 12) Observations

16 Observations required by the Educator Plan should be completed by May 15th. The Evaluator may
17 conduct additional observations after this date.

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

20 A) Unannounced Observations

21 i) Unannounced observations may be in the form of partial or full-period classroom
22 visitations. Walkthroughs or any other means deemed appropriate to gather evidence
23 related to professional standards and the rubrics by the Evaluator, principal,
24 superintendent or other administrator.

25 ii) The Educator will be provided with at least brief written feedback from the Evaluator
26 within 5 school days of the observation. The written feedback shall be delivered to
27 the Educator in person, by electronic means, placed in the Educator's mailbox or
28 mailed to the Educator's home.

29 B) Announced Observations

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

- 1 (b) Within 10 school days of the scheduled observation, upon request of either
2 the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-
3 observation conference. In lieu of a meeting, the Educator may inform the
4 Evaluator in writing of the nature of the lesson, the student population
5 served, and any other information that will assist the Evaluator to assess
6 performance
- 7 (1st) The Educator shall provide the Evaluator a draft of the lesson,
8 student conference, IEP plan or activity. If the actual plan is
9 different, the Educator will provide the Evaluator with a copy prior
10 to the observation.
- 11 (2nd) The Educator will be notified as soon as possible if the Evaluator
12 will not be able to attend the scheduled observation. The
13 observation will be rescheduled with the Educator as soon as
14 reasonably practical.
- 15 (c) Within 5 school days of the observation, the Evaluator and Educator shall
16 meet for a post-observation conference. This timeframe may be extended
17 due to unavailability on the part of either the Evaluator or the Educator, but
18 shall be rescheduled within 24 hours if possible.
- 19 (d) The Evaluator shall provide the Educator with written feedback within 10
20 school days of the post-observation conference. For any standard where the
21 Educator's practice was found to be unsatisfactory or needs improvement,
22 the feedback must:
- 23 (1st) Describe the basis for the Evaluator's judgment.
- 24 (2nd) Describe actions the Educator should take to improve his/her
25 performance.
- 26 (3rd) Identify support and/or resources the Educator may use in his/her
27 improvement.
- 28 (4th) State that the Educator is responsible for addressing the need for
29 improvement.
- 30 13) Evaluation Cycle: Formative Assessment – For all Educators on One Year Plans Only
- 31 A) A specific purpose for evaluation is to promote student learning, growth and achievement by
32 providing Educators with feedback for improvement. Evaluators are expected to make
33 frequent unannounced visits to classrooms. Evaluators are expected to give targeted
34 constructive feedback to Educators based on their observations of practice, examination of

1 artifacts, and analysis of multiple measures of student learning, growth and achievement in
2 relation to the Standards and Indicators of Effective Teaching Practice.

3 B) Formative Assessment shall be ongoing throughout the evaluation cycle but typically takes
4 places mid-cycle when a Formative Assessment report is completed. For an Educator on a
5 two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced
6 by the Formative Evaluation report at the end of year one. See section 14, below.

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

10 D) By January 15th or two weeks prior to the due date for the Formative Assessment report, if
11 said due date is prior to February 1st, the Educator shall provide to the Evaluator evidence of
12 family outreach and engagement, fulfillment of professional responsibility and growth, and
13 progress on attaining professional practice and student learning goals. The educator may
14 provide to the evaluator additional evidence of the educator's performances against the four
15 Performance Standards.

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

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

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

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

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

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

32 14) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

33 A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation
34 report near the end of the first year of the two year cycle. The Educator's performance rating

1 for that year shall be assumed to be the same as the previous summative rating unless
2 evidence demonstrates a significant change in performance in which case the rating on the
3 performance standards may change, and the Evaluator may place the Educator on a different
4 Educator plan, appropriate to the new rating.

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

8 C) By May 15th or two weeks prior to the due date for the Formative Evaluation report, if said
9 due date is prior to June 1st, the Educator shall provide to the Evaluator evidence of family
10 outreach and engagement, fulfillment of professional responsibility and growth, and progress
11 on attaining professional practice and student learning goals. The educator may also provide
12 to the evaluator additional evidence of the educator's performance against the four
13 Performance Standards.

14 D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the
15 Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered
16 face-to-face, by electronic means or to the Educator's school mailbox or home.

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

19 F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of
20 receiving the report.

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

25 H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the
26 Educator Plan.

27 I) If the rating in the Formative Evaluation report differs from the last summative rating the
28 Educator received, the Evaluator may place the Educator on a different Educator Plan,
29 appropriate to the new rating.

30 15) Evaluation Cycle: Summative Evaluation

31 A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one
32 or two year Educator Plan, the summative report must be written and provided to the educator
33 by May 15th.

- 1 B) The Evaluator determines a rating on each standard and an overall rating based on the
2 Evaluator's professional judgment, an examination of evidence against the Performance
3 Standards and evidence of the attainment of the Educator Plan goals.
- 4 C) The professional judgment of the primary evaluator shall determine the overall summative
5 rating that the Educator receives.
- 6 D) For an educator whose overall performance rating is exemplary or proficient and whose
7 impact on student learning is low, the evaluator's supervisor shall discuss and review the
8 rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In
9 cases where the superintendent serves as the primary evaluator, the superintendent's decision
10 on the rating shall not be subject to review. *(Impacts 2014-2015 school year)
- 11 E) The summative evaluation rating must be based on evidence from multiple categories of
12 evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
13 (MCAS Growth Scores and other student achievement data will not be used to determine the
14 educator's impact on student learning at least until the 2013-2014 school year. Aspects of this
15 regulation that are negotiable will be negotiated between the QRTA & the QRSD during the
16 2012-2013 school year).
- 17 F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on
18 the Curriculum, Planning and Assessment and the Teaching All Students Standards of
19 Effective Teaching Practice.
- 20 G) By May 1st or two weeks prior to the due date for the Summative Evaluation report, if said
21 due date is prior to May 15th, the Educator will provide to the Evaluator evidence of family
22 outreach and engagement, fulfillment of professional responsibility and growth, and progress
23 on attaining professional practice and student learning goals. The educator may also provide
24 to the evaluator additional evidence of the educator's performance against the four
25 Performance Standards.
- 26 H) The Summative Evaluation report should recognize areas of strength as well as identify
27 recommendations for professional growth.
- 28 I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator
29 face-to-face, by electronic means or to the Educator's school mailbox or home no later than
30 May 15th.
- 31 J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to
32 discuss the summative evaluation. The meeting shall occur by June 1st.
- 33 K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the
34 summative evaluation, if either the Educator or the Evaluator requests such a meeting. The
35 meeting shall occur by June 1st.

- 1 L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed
2 Growth Plan for the following two years during the meeting on the Summative Evaluation
3 report.
- 4 M) The Educator shall sign the final Summative Evaluation report within five school days of
5 receipt. The signature indicates that the Educator received the Summative Evaluation report
6 in a timely fashion. The signature does not indicate agreement or disagreement with its
7 contents.
- 8 N) The Educator shall have the right to respond in writing within five school days of meeting
9 described in § J & K above to the summative evaluation which shall become part of the final
10 Summative Evaluation report.
- 11 O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's
12 personnel file.
- 13 16) Educator Plans – General
- 14 A) Educator Plans shall be designed to provide Educators with feedback for improvement,
15 professional growth, and leadership; and to ensure Educator effectiveness and overall system
16 accountability. The Plan must be aligned to the standards and indicators and be consistent
17 with district and school goals.
- 18 B) The Educator Plan shall include, but is not limited to:
- 19 i) At least one goal related to improvement of practice tied to one or more Performance
20 Standards;
- 21 ii) At least one goal for the improvement the learning, growth and achievement of the
22 students under the Educator's responsibility;
- 23 iii) An outline of actions the Educator must take to attain the goals and benchmarks to
24 assess progress. Actions must include specified professional development and
25 learning activities that the Educator will participate in as a means of obtaining the
26 goals, as well as other support that may be suggested by the Evaluator or provided by
27 the school or district. Examples may include but are not limited to coursework, self-
28 study, action research, curriculum development, study groups with peers, and
29 implementing new programs.
- 30 C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any
31 trainings and professional development provided through the state, district, or other providers
32 in accordance with the Educator Plan.

33

- 1 17) **Educator Plans: Developing Educator Plan**
- 2 A) The Developing Educator Plan is for all Educators without PTS.
- 3 B) Educators with PTS in new assignments, at the discretion of the Evaluator.
- 4 C) The Educator shall be evaluated at least annually.
- 5 18) Educator Plans: Self-Directed Growth Plan (One or Two year plan)
- 6 A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall
7 rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is
8 moderate or high. A formative evaluation report is completed at the end of year 1 and a
9 summative evaluation report at the end of year 2.
- 10 B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall
11 rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is
12 low. In this case, the Evaluator and Educator shall analyze the discrepancy between the
13 summative evaluation rating and the rating for impact on student learning to seek to
14 determine the cause(s) of the discrepancy.
- 15 19) Educator Plans: Directed Growth Plan (One year plan or less)
- 16 A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs
17 improvement.
- 18 B) The goals in the Plan must address areas identified as needing improvement as determined by
19 the Evaluator.
- 20 C) The Evaluator shall complete a summative evaluation for the Educator at the end of the
21 period determined by the Plan, but at least annually, and in no case later than May 15th.
- 22 D) For an Educator on a Directed Growth Plan whose overall performance rating is at least
23 proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next
24 Evaluation Cycle.
- 25 E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least
26 proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator
27 on an Improvement Plan for the next Evaluation Cycle.
- 28 20) Educator Plans: Improvement Plan (No fewer than 30 calendar days and no more than one school
29 year)
- 30 A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

- 1 B) The parties agree that in order to provide students with the best instruction, it may be
2 necessary from time to time to place an Educator whose practice has been rated as
3 unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than
4 one school year. In the case of an Educator receiving a rating of unsatisfactory near the close
5 of one school year, the Improvement Plan may include activities that occur during the
6 summer before the next school year begins. The district shall pay the cost of any course,
7 conference, or other activity agreed upon by the parties.
- 8 C) The Evaluator must complete a summative evaluation for the Educator at the end of the
9 period determined by the Evaluator for the Plan.
- 10 D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see
11 definitions). The Supervising Evaluator is responsible for providing the Educator with
12 guidance and assistance in accessing the resources and professional development outlined in
13 the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- 14 E) The Improvement Plan shall define the problem(s) of practice identified through the
15 observations and evaluation and detail the improvement goals to be met, the activities the
16 Educator must take to improve and the assistance to be provided to the Educator by the
17 district.
- 18 F) The Improvement Plan process shall include:
- 19 i) Within ten school days of notification to the Educator that the Educator is being
20 placed on an Improvement Plan, the Evaluator shall schedule a meeting with the
21 Educator to discuss the Improvement Plan. At this meeting the educator is asked to
22 provide input into the provisions of the improvement plan, especially with respect to
23 areas of support that will be provided for teacher improvement.
- 24 ii) The Evaluator will develop the Improvement Plan, which will include the provision
25 of specific assistance to the Educator.
- 26 iii) The Educator may request that a representative of the Employee
27 Organization/Association attend the meeting(s).
- 28 iv) If the Educator consents, the Employee Organization/Association will be informed
29 that an Educator has been placed on an Improvement Plan.
- 30 G) The Improvement Plan shall:
- 31 i) Define the improvement goals directly related to the performance standard(s) and/or
32 student learning outcomes that must be improved;
- 33 ii) Describe the activities and work products the Educator must complete as a means of
34 improving performance;

- 1 iii) Describe the assistance that the district will make available to the Educator;
- 2 iv) Articulate the measurable outcomes that will be accepted as evidence of
3 improvement;
- 4 v) Detail the timeline for completion of each component of the Plan, including at a
5 minimum a mid-cycle formative assessment report of the relevant standard(s) and
6 indicator(s);
- 7 vi) Identify the individuals assigned to assist the Educator which must include minimally
8 the Supervising Evaluator; and,
- 9 vii) Include the signatures of the Educator and Supervising Evaluator.
- 10 H) A copy of the signed Plan shall be provided to the Educator. The Educator’s signature
11 indicates receipt of, not concurrence with the Improvement Plan. All parties must sign.
- 12 I) Decision on the Educator’s status at the conclusion of the Improvement Plan.
- 13 i) All determinations below must be made no later than May 15th. One of three
14 decisions must be made at the conclusion of the Improvement Plan:
- 15 (a) If the Evaluator determines that the Educator has improved his/her practice
16 to the level of proficiency, the Educator will be placed on a Self-Directed
17 Growth Plan.
- 18 (b) In the cases where the educator was placed on an Improvement Plan as a
19 result of his/her summative rating at the end of his/her Self Directed Growth
20 Plan, if the Evaluator determines that the Educator is rated at least needs
21 improvement overall, the Evaluator shall place the Educator on a Directed
22 Growth Plan.
- 23 (c) In those cases where the Educator was placed on an Improvement Plan as a
24 result of his/her Summative rating at the end of his/her Directed Growth
25 Plan, if the Evaluator determines that the Educator is not at least rated
26 proficient overall, the Evaluator shall recommend to the superintendent that
27 the Educator be dismissed.
- 28 (d) If the Evaluator determines that the Educator’s practice remains at the level
29 of unsatisfactory, the Evaluator shall recommend to the superintendent that
30 the Educator be dismissed.
- 31

1 **20. A. All educators on a 1 year plan – One year Self Directed Growth Plan or One year Directed**
 2 **Growth Plan and Developing Educator Plan**

Activity:	Completed By:
QRSD identifies and publicizes current year priority elements	Prior to 1 st Monday in September
Superintendent, principal, or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	Prior to October 1
Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans	October 15
Evaluator completes approval process for Educator Plans	November 1
Evaluator should complete at least two observations of each Educator	January 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Assessment Report date established by Evaluator	January 15*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 2 weeks prior to Summative Evaluation Report date established by evaluator	May 1
Evaluator completes all unannounced observations	May 15
Evaluator completes Summative Evaluation Report	May 15
Summative Evaluation Meeting, as required or requested	June 1

3

1 B) Educators with PTS on Two Year Plans – Self Directed Growth Plan

Activity:	Completed By:
QRSD identifies and publicizes current year priority elements	Prior to 1 st Monday in September
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Educator submits self-assessment	October 1 – Year 1
Educator submits proposed goals	October 15 - Annually
Evaluator meets with Educators in teams or individually to establish Educator Plans	October 15 - Annually
Evaluator completes approval of Educator Plans	November 1 - Annually
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 2 weeks prior to Formative Evaluation Report date established by evaluator	May 1 – Year 1
Evaluator completes Formative Evaluation Report	May 15 – Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 – Year 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 2 weeks prior to Summative Evaluation Report date established by evaluator	May 1 – Year 2
Evaluator completes Summative Evaluation	May 15 – Year 2
Evaluator conducts Summative Evaluation Meeting, as requested or required	June 1 – Year 2

2 C) Educators on an Improvement Plan

3 i. The timeline for educators on Improvement Plans will be established in the Educator Plan.

4 D) Educators on a Directed Growth Plans of less than 1 year

5 i. The timeline for educators on Directed Growth Plans less than one year will be established in
6 the Educator Plan.

7

1 **21. Career Advancement**

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

8 B) Other issues relevant to Career Advancement are subject to and may be addressed in
9 collective bargaining.

10 **22. Rating Impact on Student Learning Growth**

11 The Rating Impact on Student Learning Growth based on District-determined measures of student
12 learning, growth and achievement is to be bargained (DESE to provide model contract language and
13 guidance provided by July 15, 2012).

14 **23. Using Student feedback in Educator Evaluation**

15 A) Each educator will administer a developmentally and cognitively-appropriate survey aligned
16 to the Educator Evaluation rubric to their students twice during *each* school year. The QRSD
17 *will identify an online platform that will be used for survey administration.* Educators who
18 teach students in grades 3-12 will use online surveys to gather student feedback data.
19 Educators who teach students in grades Pk-2 will use the Massachusetts Department of
20 Elementary & Secondary Education (DESE)-recommended question prompts to gather
21 feedback data from students. The DESE question prompts will be administered to students in
22 grades Pk-2 in such a manner as to maintain student confidentiality. Educators who do not
23 have a specific group of students assigned directly to them as a “class” must work with their
24 evaluator to determine an appropriate survey/data collection instrument (i.e. anonymous exit
25 tickets) to be used with groups of students.

26 B) Elementary teachers will administer the survey to their homeroom class on a date determined
27 by the district prior to the end of the first trimester (for the 2020-2021 school year the first
28 survey administration date will take place between March 31st and April 2nd, 2021). Teachers
29 who do not have a homeroom class will identify an appropriate group of students and time to
30 administer the survey on the assigned date. The same survey will be given again on a date
31 determined by the district during the second trimester (for the 2020-2021 school year, the
32 second survey administration date will take place between May 26th and May 28th, 2021). If
33 school is canceled on either survey administration date, the survey will be administered on
34 the next school day.

35 C) Middle & High School teachers shall administer the survey in the B block class on a date to
36 be determined by the school district at the beginning of the second trimester (for the 2020-
37 2021 school year the first survey administration date will take place between March 31st and
38 April 2nd, 2021). Teachers who do not have a B block class will administer the survey during

1 C block on the same day. The same survey will be given again on a date determined by the
2 district prior to the end of the second trimester (for the 2020-2021 school year, the second
3 survey administration date will take place between May 26th and May 28th, 2021). Teachers
4 with B and/or C block classes that have low enrollment (less than 10 students), or without a
5 class either B or C block, shall administer the survey to students in a different class on the
6 same dates that are identified for all student surveys. If school is canceled on either of the
7 identified survey administration dates, the survey will be administered on the next school day.

8 D) In the event of the absence of any teacher on either or both, of the identified survey
9 administration dates or on the following school day(s) the teacher shall consult with the
10 Evaluator to determine a date for administration of the survey.

11 E) Educators who do not have a specific group of students assigned directly to them as a “class”
12 will collect data from students two times during each school year. These data collection
13 periods will coincide with the same time periods identified by administrators for all student
14 surveys.

15 The Parties agree that no student survey data will be accessed by Administrators; student data shall not be
16 used as a component in the educator evaluation process; teachers may elect to discuss student data results
17 with Administrators, but shall not be required to.

18 **24. General Provisions**

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

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

25 C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including
26 the regulations and standards and indicators of effective teaching practice promulgated by ESE
27 (35.03), and the evaluation Standards and Procedures established in this Agreement.

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

33 E) The parties agree to establish a joint labor-management evaluation team which shall review the
34 evaluation processes and procedures annually through the first three years of implementation and
35 recommend adjustments to the parties.

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

APPENDIX F – TUTORIAL STIPEND

1

2

3 The District shall seek qualified teachers to tutor students who due to medical reasons are unable
4 to attend school. Teachers who apply and are assigned by the administration to provide tutorial
5 services to district students who are unable to attend regular day educational classes will be
6 compensated in their regular paycheck at a rate of \$30.00 per hour.

7