

AGREEMENT

between the

UXBRIDGE SCHOOL COMMITTEE

and the

UXBRIDGE TEACHERS ASSOCIATION- UNIT A

July 1, 2017 - June 30, 2020

# Table of Contents

ARTICLE 1 .....	2
RECOGNITION .....	2
ARTICLE 2 .....	2
GENERAL .....	2
ARTICLE 3 .....	3
COMPLAINT AND GRIEVANCE PROCEDURE .....	3
ARTICLE 4 .....	5
APPOINTMENT .....	5
ARTICLE 5 .....	6
SICK LEAVE AND ABSENCE PROVISIONS.....	6
ARTICLE 6 .....	7
SICK LEAVE BANK .....	7
ARTICLE 7 .....	9
MATERNITY LEAVE/CHILD REARING LEAVE .....	9
ARTICLE 8 .....	9
SABBATICAL LEAVE.....	9
ARTICLE 9 .....	10
LEAVE OF ABSENCE .....	10
ARTICLE 10 .....	10
RESIGNATION .....	10
ARTICLE 11 .....	11
PROFESSIONAL DEVELOPMENT .....	11
ARTICLE 12 .....	12
PLANNING OF WORK.....	12
ARTICLE 13 .....	12
TEACHER HOURS AND ASSIGNMENTS .....	12
ARTICLE 14 .....	15
LUNCH PERIODS AND RECESS .....	15

ARTICLE 15 ..... 15  
    APPLICATION OF SALARY SCHEDULES..... 15

ARTICLE 16 ..... 16  
    SALARY SCHEDULES..... 16

ARTICLE 17 ..... 16  
    REDUCTION IN FORCE ..... 16

ARTICLE 18 ..... 18  
    RETIREMENT PAY ..... 18

ARTICLE 19 ..... 18  
    DUES DEDUCTION ..... 18

ARTICLE 20 ..... 19  
    INSURANCE ..... 19

ARTICLE 21 ..... 19  
    TEACHER ASSIGNMENTS AND TRANSFERS ..... 19

ARTICLE 22 ..... 20  
    EVALUATIONS ..... 20

ARTICLE 23 ..... 20  
    PERSONNEL FILES ..... 20

ARTICLE 24 ..... 21  
    PROMOTIONS..... 21

ARTICLE 25 ..... 21  
    TEACHER WORKLOAD AND RELEASE PERIODS ..... 21

ARTICLE 26 ..... 23  
    JUST CAUSE ..... 23

ARTICLE 27 ..... 23  
    TUITION-FREE ENROLLMENT ..... 23

ARTICLE 28 ..... 23  
    PRESCHOOL/DAY CARE PRIORITY ..... 23

ARTICLE 29 ..... 23  
    MILEAGE REIMBURSEMENT..... 23

ARTICLE 30 .....	23
SCHOOL COUNCILS.....	23
ARTICLE 31 .....	23
TEAM LANGUAGE.....	23
ARTICLE 32 .....	24
HEALTH AND SAFETY.....	24
ARTICLE 33 .....	24
INCLUSION.....	24
ARTICLE 34 .....	24
DURATION OF AGREEMENT.....	24
Appendix A .....	26
Appendix B .....	29
Appendix C.....	32
APPENDIX D.....	58

## **PREAMBLE**

The Committee and the Association are collaboratively committed to a high quality educational experience for the students of the Uxbridge Public Schools. The Committee and the Association believe that positive professional conditions are an essential component in creating a productive learning and teaching environment. Positive morale with the professional staff and collegial environment are critical to that goal.

The Committee and the Association believe that they will provide the highest attainable professional conditions for the professional staff of the Uxbridge Public Schools.

The Association and the Committee agree a quality school system depends on the free flow of ideas. The Association, Committee, and Administration will work to create and preserve an atmosphere in which members of the staff can freely express their views.

The Committee and Association affirm that an enlightened school system would be guided by an informed School Committee and an actively involved professional staff. Both recognize the value of monitoring and promoting the success of this Agreement.

ARTICLE 1  
RECOGNITION

1.1 For the purposes of collective bargaining with respect to wages, hours, other negotiable conditions of employment, the negotiation of collective bargaining agreements, and questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees of the Committee including the school nurses, O.T., and P.T., excepting however, the Superintendent of Schools, the Principals and Assistant Principals, the Business Manager, Curriculum and Instruction, Technology, Special and Early Childhood Education, permanent substitutes and every other such employee who on the effective date of this contract is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining.

1.2 The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Agreement and will hereinafter be referred to as "teachers" or "professional employees." The provisions of the Article are intended only to describe the professional employees covered by this Agreement and not any particular work and all reference to teachers shall be deemed to include male and female employees as the case may be.

1.3 The Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association for the purposes specified in Section 1.1.

1.4 Except as otherwise specifically provided in this Agreement and except when the Association is notified in writing, the Committee designates the Superintendent of Schools as the agent of the committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

1.5 The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex; or national origin, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any professional employee by reason of his/her membership or non-membership in the Association.

ARTICLE 2  
GENERAL

2.1 This Agreement shall constitute Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect. As to all matters covered by the Agreement, the provisions hereof shall control in any case where a conflict may exist between such provision and any policy, practice, procedure, custom, or writing of the Committee not incorporated in the Agreement.

2.2 If any provision of this Agreement, or any application of this Agreement to any teacher, shall be found contrary to any statute, rule or regulation, other than those specified in Section 1, such provision or application shall have effect only to the extent consistent with such statute, rule or regulation, but all of the provisions or applications of this Agreement shall continue in full force and effect.

2.3

2.3.1 The parties agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included here, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each

expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect.

2.3.2 The parties agree that the operation of the School Department of Uxbridge, the supervision of the employees and of their work are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed; and of employee performance; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employee and to inform them concerning employment matters are exclusive rights of the Committee.

2.3.3 The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

2.3.4 The exercise by the District of any of the foregoing rights shall not alter any of the specific provisions of the agreement.

2.3.5 Employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Associations and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.4 The Association and the Committee shall each share one-half (1/2) of the cost of reproducing copies of this Agreement.

### ARTICLE 3 COMPLAINT AND GRIEVANCE PROCEDURE

#### 3.1 Informal Procedure for Complaints

3.1.1 Any teacher or group of teachers having a complaint may discuss the same informally with the supervisor or with any superior administrator. A complaint may also be discussed with the Committee upon the recommendation of the Superintendent but the Professional Rights and Responsibilities (PR&R) Committee of the Association shall be notified of the nature of the complaint and of the place and time of the discussion and shall be given the opportunity to have a representative or representatives present at the discussion to state any views of the Association respecting the matter. No resolution of any complaint under this informal procedure shall, however, have any effect as an amendment to or modification of any of the provisions of this Agreement or as a precedent for any formal grievance procedure unless the Association and the Committee shall so agree in writing. Pursuit of the informal procedure shall not be condition precedent to the pursuit provided of the format procedure provided under Section 3.2.

#### 3.2 Formal Procedure for Grievance

##### 3.2.1 Definition

A "grievance" is defined as a complaint by a teacher or a group of teachers that as to the complainant there has been a violation, misinterpretation or inequitable or unfair application of the provisions of this Agreement. References hereafter made to a "teacher" shall include a group of teachers.

### 3.2.2 Procedures

Level One. Within fifteen (15) school days from the date the individual or Association knew or should have known of the event leading to the grievance, the teacher and/or the Association shall present a written statement of the grievance to the teacher's supervisor. Such supervisor, the teacher, and if the teacher so desires, a member of the Association shall meet within five (5) school days thereafter in an effort to settle the grievance.

Level Two. If the grievance shall not have been disposed of under Level One to the satisfaction of the teacher and/or the Association within five (5) school days after such meeting in Level One above, the teacher or the Association shall have determined to proceed further, the teacher or a representative of the Association shall not later than ten (10) school days after the written statement under Level One was presented, present a written statement of the grievance to the Superintendent who shall meet with the teacher and a representative of the Association within five (5) school days thereafter in an effort to settle the grievance.

Level Three. If the grievance shall not have been disposed of to the satisfaction of the teacher and/or the Association within five (5) school days after the meeting with the Superintendent as specified in Level Two above, and the teacher or the Association shall have determined to proceed further, the teacher or the Association shall, not later than fifteen (15) school days after the written statement under Level Two was presented, present a written statement of the grievance to the Committee through the Superintendent. The Superintendent shall forward the grievance to the School Committee, provided the Grievance falls under the jurisdiction of the School Committee, as determined by the School Committee. If it is within the Committee's jurisdiction, the Committee or a Sub Committee will meet with the teacher and a representative of the Association within twenty-one (21) school days thereafter in an effort to settle the grievance. If the Grievance does not fall under the jurisdiction of the School Committee, the Association may submit the grievance directly to arbitration under the procedures outlined below.

### 3.3 Arbitration

3.3.1 If a grievance shall not have been disposed of under Level Three of the grievance procedure to the satisfaction of the teacher and the Association, then within forty-five (45) calendar days after the meeting with the Committee or Sub Committee, or notice that the School Committee has determined that the grievance is outside its jurisdiction, the Association may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association. A copy of the demand shall be delivered to the Committee, through the Superintendent's office, at the same time.

3.3.2 The then current rules and procedures of the American Arbitration Association applicable to voluntary labor arbitration shall apply to the extent not inconsistent with any express term of this Agreement.

3.3.3 The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates or would alter, add to, detract from or modify the terms of this Agreement. The decision of the arbitrator, if in compliance with law and the terms of this Agreement, shall be final and binding upon the committee and the Association.

3.3.4 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its case.

3.3.5 Neither party will be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party.



### 3.4 General provisions

3.4.1 Determinations of grievance shall be in writing, shall include a statement of the reasons therefore and shall be transmitted promptly to the aggrieved teacher, to the Chairman of the PR&R Committee, and the Committee.

3.4.2 Failure by the person or persons to whom the grievance was presented to make a determination with respect to a grievance by the applicable time limits after presentation shall be deemed denial of the grievance. And, failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance.

3.4.3 Time for meetings to discuss grievances shall be scheduled outside of the school day, unless in the judgment of the appropriate administrator, a meeting during the school day is desirable to facilitate the production of appropriate information. Attendance by teachers and by Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.

3.4.4 At the request of the PR&R Committee, after a teacher has discussed a grievance with it, the Committee will make available to the PR&R Committee such documents and data as the Committee may possess which pertain to the grievance and which are public records.

3.4.5 Records. While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any teacher involved in a grievance except as may be required to implement the disposition thereof.

3.4.6 No reprisals of any kind shall be taken by any party hereto against any person who participates in any grievance proceeding by reason of such participation.

3.4.7 No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement.

3.4.8 If a grievance affects a group or a class of teachers from more than one (1) school, the Association may commence a grievance on behalf of such group or class at Level Two by submitting the grievance in writing to the Superintendent. Said grievance shall describe the group or class of teachers affected.

3.4.9 Grievances involving the suspension and/or discharge of a teacher will not be subject to the provisions of this Article. Appeals to the Superintendent and/or discharge of a teacher are subject to Chapter 71, Sections 42 and 42D of the M.G.L. as amended by the Education Act of 1993.

## ARTICLE 4 APPOINTMENT

4.1 The requirements for licensure by the Massachusetts Department of Education shall be the minimum standard for appointment to teach in Uxbridge. In the event that a licensed candidate cannot be found, the school department will apply for a waiver for any unlicensed appointee per Department of Education regulations. Professional Teacher status may be granted by the Superintendent of Schools in accordance with the Massachusetts General Laws. A teacher without professional teaching status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without professional teaching status shall be deemed to be appointed for the following school year.

ARTICLE 5  
SICK LEAVE AND ABSENCE PROVISIONS

5.1 Every July 1 each teacher will be credited with fifteen (15) sick days. Effective July 1, 2014, each teacher will be credited with fourteen (14) sick days. Sick leave for teachers hired after October 1 will be prorated at the rate of one and one-half (1 1/2) days per month. Unused sick leave will accumulate from year to year to a limit of one hundred and seventy-five days (175) except as noted below in paragraph 5.5.2.

5.2 This plan will cover the personal sickness and/or injury of the teacher. Ten (10) days per year may be used to provide care for a household or family member. Sick leave days may also be used for medical appointments and/or dental surgery that cannot be scheduled outside of the school work day/year. Additional sick leave days may be used to provide care to a household or family member at the discretion of the Superintendent.

5.3 When the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent, son or daughter-in-law or household member of an employee occurs, such employee shall be granted bereavement and funeral leave of up to five (5) working days without loss of pay. Funeral and bereavement leave days need not be consecutive working days.

When the death of a brother-in-law, sister-in-law, uncle or aunt, nephew or niece occurs in the family of an employee, such employee shall be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or the funeral of such deceased relative.

When the death of a close personal friend of an employee occurs, such employee shall be granted funeral leave of one (1) working day without loss of pay for the purpose of attending the funeral of such deceased friend.

Additional bereavement and/or funeral leave requests due to extenuating circumstances may be granted at the sole discretion of the Superintendent.

5.4 After four (4) consecutive days of absence due to personal sickness or injury, a doctor's certificate may be required. After six (6) cumulative days of absence due to personal sickness or injury in any school year a doctor's certificate may be required at the discretion of the Superintendent.

5.5 In each school year the teacher will be granted up to two (2) days of leave for obligations which cannot be attended to outside of school hours. Effective July 1, 2014, in each school year the teacher will be granted up to three (3) days leave for obligations which cannot be attended to outside of school hours. Requests for such leave must be made in writing to the Superintendent as early as possible, but not less than twenty-four (24) hours before such absence occurs, except in emergencies. Said leave shall be granted for medical, legal, bereavement, religious, or family reasons. Said leave may be granted at the discretion of the Superintendent for imperative personal reasons. Further days may be granted at the discretion of the Superintendent.

5.5.1 No personal leave will be granted with respect to days preceding or immediately following a holiday, or vacation except with prior approval of the Superintendent.

5.5.2 Unused personal leave days shall accumulate as sick leave.

5.6 Deduction based on a proration of a year's salary for each day of absence other than provided for this Agreement will be made.

5.7 Benefits and other provisions will be pro-rated in the cases of teachers not employed full-time by the School Department.

5.8.1 In the event a teacher is absent from school on account of an illness or injury, for which the teacher is entitled to and receives workmen's compensation benefits, or the benefits of income maintenance insurance which in whole or part is paid for by the Town of Uxbridge, the School Committee will for the period of certified disability that said benefits are received, or until the end of the then current school year, whichever period terminates first, pay to the teacher the difference between the teacher's per diem rate and the benefits received.

5.8.2 The teacher's absence for such period shall be debited against his/her sick leave at the rate of one (1) day for each full day's pay received from the School Department.

5.8.3 The teacher's absence on account of such illness or injury shall be administered in accordance with the sick leave provisions of this Agreement, until the workmen's compensation or insurance benefits for such teacher is established.

5.8.4 In no event shall the money paid by the School Department and received from workmen's compensation or income maintenance insurance paid in whole or in part by the Town, exceed the annual salary the teacher would have earned for that same period.

5.8.5 In the event that the teacher shall have exhausted his/her sick leave, the provisions of this article which call for payment by the School Committee shall not apply unless he/she has been granted additional sick leave days in accordance with the provisions of Article 6.

5.8.6 Teachers shall be entitled to the benefits of the Family Medical Leave Act. Leave will be administered on a twelve (12) month rolling basis. The District shall be entitled to make elections consistent with the FMLA by way of District-wide policy.

## ARTICLE 6 SICK LEAVE BANK

6.1 There shall be a fund of days to be called the Sick Leave Bank. The Sick Leave Bank shall accumulate from year to year to a maximum of 300 days, which may be awarded by the Sick Leave Bank Committee in accordance with the provisions of this Article.

6.1.1 Membership in the sick bank is automatic. If the Sick Leave Bank falls below 50 days in reserve, each member will contribute one (1) sick day.

6.2 The Sick Leave Bank Committee will be established yearly. It shall consist of five (5) members. Two (2) members shall be designated by the School District, and three (3) members shall be designated by the Uxbridge Teachers Association.

6.3 The following procedures and criteria will be used to determine eligibility for benefits and the number of days to be granted.

6.3.1 The teacher has exhausted his/her sick leave.

6.3.2 The teacher has completed one (1) or more years of service in the Uxbridge Public Schools.

6.3.3 The teacher, or in the event of incapacity, his/her representative, must apply in writing and must be

accompanied by medical evidence of illness, submitted by a state certified Medical Doctor or Licensed Therapist. The application will also state the need for and anticipated extent of extended recovery from the illness.

6.3.4 In the event that a majority of the Sick Leave Bank Committee has reason to question the medical documentation submitted, a second opinion may be requested. The School District will pay for this examination. Information obtained may be presented to the Sick Leave Bank Committee for review. A teacher's refusal to submit to an examination for a second opinion shall constitute withdrawal of the request for days from the Sick Leave Bank.

6.3.5 The Sick Leave Bank Committee may not award more than thirty (30) sick days at any one time. Application may be made for additional benefits. It is understood that it is not automatic that an employee will be covered for the entire illness.

6.3.6 The sex or marital status of the teacher will have no basis in the decision to allow or deny sick leave bank benefits.

6.3.7 In the event of death, no sick leave granted by this committee shall be paid to the teacher's estate, nor shall sick leave be paid to an employee who has been terminated, or resigned from his/her position.

6.3.8 Sick leave days drawn from the bank shall be actual workdays in which school was in session excluding weekends, holidays, school closing and vacation periods.

6.3.9 The Sick Leave Bank Committee may grant days retroactive to the date of application.

6.4 No decision of the Sick Leave Bank Committee shall be subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Bank Committee itself.

6.5 In administering the bank and in determining the amount of leave, the following criteria shall be applied to by the Sick Bank Committee:

6.5.1 Medical evidence of a serious illness.

6.5.2 Prior utilization of eligible sick leave.

6.5.3 Other lawful factors as a majority of the Sick Bank Committee may deem appropriate.

6.6 Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

6.7 When an employee returns after using the Bank, he/she shall be required to deposit two (2) days into the Bank at the start of the next school year.

6.8 Decisions relating to the granting of sick days from the bank shall not affect the District's right to make determinations regarding any employee relations matter, including the determination regarding the appropriateness of any employee's use of sick time.

ARTICLE 7  
MATERNITY LEAVE/CHILD REARING LEAVE

7.1 Family Medical leave shall be granted in accordance with applicable state and federal laws, and School Committee policy. Leaves under the FMLA and MPLA will run concurrently.

7.2 Child Rearing Leave. With the approval of the Superintendent, an employee may take an unpaid child rearing leave to extend beyond FMLA or MPLA leave. The employee must apply in writing at least 30 days before the start of the extended leave. The leave may not exceed the balance of the year in which the original leave (including FMLA or MPLA) commences, plus one full academic year. The employee may also apply for a leave that includes only the balance of the current year, or that ends at the midpoint of the following year.

7.2.1 If the employee elects to remain on leave for the full school year after the year in which the leave commences, the teacher must provide notice of intent to return on or before April 1, or the teacher will be treated as having resigned from employment, unless the teacher has been granted additional leave under Article 9.

7.2.2 A teacher who does not return after the maximum leave set forth herein will be separated from employment, unless the teacher has been granted additional leave under Article 9.

7.3 All benefits to which a teacher was entitled when the child rearing leave commenced, including unused accumulated sick leave will be restored to him/her upon return and he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her leave commenced except that a teacher who had taught ninety (90) days or more in the school year in which his/her leave commenced will be placed on the next step of the applicable salary schedule. A teacher returning from such a leave will be assigned to the same position which he/she held at the same time said leave commenced or, if that is not practicable, to a substantially equivalent position for which said teacher is qualified and certified.

7.4 Adoptive parents shall be entitled to utilize up to ten days of their accumulated sick leave for adoption related travel, court appearances, appointments with social workers or adoption agencies, or attendance at other meeting or processes required in connection with the adoption of a child including bonding and providing for transition time. Adoptive parents shall provide two weeks' notice of the intent to utilize paid leave under this section where practicable and will provide the Superintendent or his/her designee, with documentation, in a form acceptable to the Superintendent or his/her designee, supporting the need for such leave.

In the event adoptive parents are adopting internationally, requiring travel and or special circumstances, the Superintendent or his/her designee upon receipt of documentation in a form acceptable to the Superintendent or his/her designee will grant an additional ten days of accumulated sick leave to the adoptive parents. The Superintendent may grant additional days for special circumstances if said circumstances are proven by the adoptive parents to the satisfaction of the Superintendent or his/her designee.

ARTICLE 8  
SABBATICAL LEAVE

8.1 In the interest of regarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent may grant sabbatical leaves to teachers employed on a full-time basis as follows:

8.1.1 Not more than two (2) teachers may be absent on sabbatical leave at any one time.

8.1.2 Only those teachers who have completed seven (7) years of professional service in the Uxbridge School System shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he/she has completed seven (7) years of professional service in Uxbridge after return from such leave.

8.1.3 Any teacher who desires to apply for sabbatical leave shall submit such application by February 1 to the Superintendent in writing in such form as the Superintendent may require by generally applicable regulation.

8.1.4 In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study to Uxbridge system and relationship to professional growth of applicant and urgency of proposed research or study and availability of financial resources.

8.1.5 The Superintendent shall make his/her decision not later than the April 1 following the submission of the application.

8.2 Any teacher accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.

8.3 When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the Superintendent in such form as has been determined by the Superintendent.

8.4 The Superintendent will inform any teacher on sabbatical leave of opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.

8.5 Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position, or to the same position if it is available.

8.6 A teacher shall receive one-half (1/2) salary including the current increment while on sabbatical leave.

#### ARTICLE 9 LEAVE OF ABSENCE

A leave of absence may be given by the Superintendent if he/she feels it is in the best interest of the schools to do so after considering such factors as the educational program, student needs and financial impact. Application for such leave must be made to the Superintendent by February 1. Decisions under this article are not subject to the grievance and arbitration procedure.

#### ARTICLE 10 RESIGNATION

A teacher may resign by giving written notice to the Superintendent of Schools at least thirty (30) days before such resignation is to take place.

ARTICLE 11  
PROFESSIONAL DEVELOPMENT

11.1 District Professional Days (P.D. days)

The district will provide three (3) full day Professional Development Days within the teachers' school year. The length of the full day P.D. days will not exceed six hours and forty minutes (6 hrs 40 min), beginning at 8:00 a.m. and ending at 2:40 p.m. Each year, the day, date, time and topics of the P.D. days will be mutually determined by the Superintendent, UTA leadership and School Committee. This will be communicated to all staff by the close of school each June for the upcoming school year. P.D. topic offerings must include DESE mandated re-certification areas, including Special Education (SPED) and English Language Learning (ELL). The district commits to provide a minimum of three (3) hours of training in special education and a minimum of three (3) hours in English Language Learning (ELL) per year.

11.2 Personal Professional Days

Each teacher may request a professional day(s) from the Superintendent through the Principal/Director by stating the date of said day and how the attendance at such a conference or workshop will benefit the Uxbridge Public Schools. Each school will be allocated a sum of money to be expended on professional development activities approved by the Principal/Director, in consultation with the School Council and Professional Development Committee. Professional Development funds may be used for re-certification activities required by the Education Reform Act.

11.3 The Professional Development expenses will not be less than \$60,000 as a system-wide total for both in district and personal professional development days. At least annually, all staff will receive the district's professional development plan, district goals and school goals.

11.4 Tuition Reimbursement

The School District will establish a tuition reimbursement fund not to exceed twenty-five thousand dollars (\$25,000.00) per fiscal year.

The District shall reimburse teachers of full time and part time (pro-rated) status, for the cost of tuition up to three hundred dollars (\$300.00) per course and up to two courses per teacher, per year, for graduate level courses. **As of July 1, 2018, tuition reimbursement will be allowed to reimburse teachers for the cost of SEI Endorsement courses, if required by the District.** Second course reimbursement will only occur, after all first requests have been satisfied. Said course must be taken at an accredited institution and approved in advance by the Superintendent. For the purposes of tuition reimbursement only, the Superintendent has the authority to approve/deny tuition reimbursement based on a teacher's course selection. This article is not subject to the grievance procedure. The School District will process tuition reimbursement requests for payments annually in June. Teachers shall submit proof of Superintendent approval and proof of payment together with university issued grade report to the Superintendent by the close of business hours on June 30.

Should the District total of tuition reimbursements exceed \$25,000.00 in a fiscal year, the District will equally proportion the reimbursements to those having approved requests, thus resulting in reimbursements of less than three hundred dollars (\$300.00). First requests will be paid first, if the 25,000.00 is not exhausted through first requests, second requests will be honored until the \$25,000.00 is expended.

ARTICLE 12  
PLANNING OF WORK

Each teacher shall do thorough planning of the work to be carried on in the classroom. Each teacher shall keep a record of such plans and class roster which shall be available to principals, supervisors and substitutes. Since most work plans are developed and stored electronically, in case of absence a teacher must prepare appropriate substitute work plans. Each should state, in sufficient detail, individual or a series of lesson objectives. Along with the class roster, these plans should be available in the classroom for use by others.

ARTICLE 13  
TEACHER HOURS AND ASSIGNMENTS

13.1 Definitions

13.1.1 "School Day" shall mean the period during each day on which pupils are required to attend school commencing with the time by which pupils must be present and ending with the time of general pupil dismissal. For schools operating on a single-session schedule the school day shall include recess and lunch periods and the like; for schools operating on a two-session schedule the school day shall include recess periods but not the period between the sessions.

13.1.2 "Teacher Day" shall mean the period during each day during which teachers are required pursuant to this Agreement to be present in the school.

13.1.3 "School Year" shall mean the number of school days in each twelve (12) month period. Prior to its adoption the proposed school calendar will be presented to the Association. The Association will be given ten (10) school days to present proposals regarding the calendar to the School Committee. Immediately following the first regularly scheduled meeting of the School Committee in March, the Committee shall make available to all school employees a copy of the School Calendar for the forthcoming year. If unforeseen circumstances require changes in the school calendar, all school employees will be notified as soon as possible.

13.1.4 The "Teacher Year" shall consist of 180 instructional days, (1) Teacher Orientation/Prep Day and (3) District Professional Development Days equaling 184 days. **The Teacher Orientation/Prep Day shall have at least one-half (1/2) of that day for teachers to work in their room, on self-directed tasks. At least 2 of the 3 District Professional Development Days shall be scheduled on consecutive days prior to or immediately following the Teacher Orientation/Prep Day.**

13.2 Teacher Day

13.2.1 The regular teacher day shall be fifteen (15) minutes longer than the student day. The fifteen (15) minutes shall be at the beginning or the end of the student day, and assignment of the teachers to morning supervision or dismissal duty will be on an equitable basis. A teacher may leave earlier or arrive later with permission from his/her supervisor for good cause. Each teacher will remain available to students on one (1) day per week for a period of time not to exceed forty-five (45) minutes. If no pupils appear for help or assistance within fifteen (15) minutes after the general student dismissal, the teacher may leave.

13.2.2 Except for teachers assigned to morning supervision, dismissal duty, or student assistance in accordance with Section 13.2.1 the teacher day shall be six (6) hours and forty (40) minutes in consecutive hours in length including the lunch period and shall not commence before 7:00 a.m. or end later than 3:30 p.m. As indicated herein effective the 2011-2012 school year elapsed time for teachers has increased by ten



(10) minutes. Five (5) minutes through change from 182 instructional days to 180 instructional days and an addition of five (5) minutes. Specific daily schedule, recess (where grade level appropriate), passing time, conferences, instructional periods, work weeks, except as specified in Section 13.4, lunch period will be determined by the principal. This Section shall not apply to Section 13.2.5.

13.2.3 On twelve (12) school days in the school year, teachers may also be required to attend meetings which shall commence fifteen (15) minutes after the end of the school day and shall not exceed one (1) hour in length. High school teachers may also be required to attend an additional department meeting each month. The scheduling of said meetings and the purposes thereof shall be determined by the Principal or Director.

13.2.4 Teachers may be required to attend three (3) 2 hour sessions, two of which are part of the work year, and one which will be compensated at the teachers' hourly per diem rate for three (3) hours, including one (1) hour of prep time.

13.2.4.1 From time to time teachers will be required to attend IEP meetings outside of the scheduled work day. Said meetings will be limited to one hour. Teachers will be notified on the same timeline as parents. Teachers whose presence is required at an IEP meeting before or after school hours will be compensated at their usual hourly rate.

13.2.4.2 Teachers not regularly assigned to a particular school will work at their assigned tasks for at least the length of time required of teachers regularly assigned to a particular school. Such teachers when working in more than one (1) school a day will observe the teacher day requirements of the school which he/she reports to on said day.

13.2.5 In-service days may be scheduled by the Superintendent of Schools. A minimum of four (4) in-service days will be scheduled within each teacher work year. Reasonable notice will be given by the Superintendent. Provisions will be made for teachers to have a lunch break.

13.3 A. The teacher year will begin no earlier than five (5) workdays before Labor Day and end no later than June 30. **When the teacher year begins before Labor Day, the Friday prior to Labor Day shall not be a scheduled work day.** The total number of work days will be one hundred eighty-four (184).

B. In addition, teachers may be required, pursuant to written directive by the Superintendent, to workup to an additional three (3) days, and be compensated at their per diem rate. Teachers will be given notice of the required extension by March 30 of the school year preceding the year in which the additional work will be required. The specific dates for the (184-187) days will be decided by majority vote of each school, program, department involved in the extension. Individual teachers may be excused from participating by the Superintendent for cause.

C. The following employees, when directed by the Superintendent, may be required to work up to an additional 20 days beyond the regular school year, at their per diem rate: Guidance Counselors, Social Workers, Psychologists, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Nurses, Curriculum and Instruction Leaders, Lead Teachers, Team Chairs and Coordinator Lead Teacher for the Educational Therapeutic Program for Young Children with Autism Spectrum Disorders. The procedure for scheduling the additional days will be as follows:

1. The Superintendent will provide notice of additional days in writing.

2. If written notice is given by May 20, the Superintendent may assign any of the personnel listed to work up to five (5) days immediately following the close of the school year and up to five (5) days immediately before the start of the next school year. The schedule for any additional days beyond those assigned for that time must be mutually agreed upon.

3. If written notice is not given by May 20 and additional days are required by the Superintendent, the schedule will be mutually agreed upon.

D. Teachers excused will be responsible to meet the objective of the extension at a time and manner determined by the Superintendent if mutual agreement cannot be reached.

E. The total number of work days will include student exams, student service days, conferences (except conferences specified in Section 13.2.4), in service, student directed study when teacher involvement is required, field trips, field days, and other activities related to the instructional needs of the School.

F. The day before Thanksgiving shall be an early release day so long as this is permitted by state regulations.

13.4 In order to meet the needs of teachers, students, families and the schools, the work day/week of any bargaining unit employee may be changed by mutual agreement between the employee and the Superintendent. The agreement shall be in writing and shall specify a term during which the agreement shall be effective. In the absence of any agreement, the employee shall work the same schedule as other employees similarly situated in terms of position, building assignment, and so on.

13.5 A. Two teachers with professional teacher status, both of whom teach in the same school, may submit a proposal for "job sharing" in writing to the building principal on or before February 1 of the school year preceding the start of the school year in which the job sharing is to occur, with a copy to the Association.

B. As used herein, "job sharing" shall apply only to the sharing of all the duties of one full time existing vacant position or one full time position which is then occupied by one of the two teachers involved in the proposal. In the case of a position which is then occupied by one of the two teachers involved in the proposal, no posting requirements under this agreement shall apply. Both job sharing teachers shall be required without compensation in excess of that prorated to each job sharing teacher's part time status: to attend opening day for staff, professional development days, open houses, parent-teacher conferences, extra help sessions; to keep plan books, student records, student portfolios, student progress reports, and other required records and information; to teach together the first two full days of the student school year; and, to attend meetings, grade level team meetings, curriculum release days, IEP meetings, 504 meetings, or any other meeting required by the Principal.

C. If approved, all compensation, benefits, hours of work and other working conditions, including duty load and preparation time, granted by this Agreement shall be prorated to each job sharing teachers' percentage of full time employment as much as possible except that only one of the two will be eligible, for health insurance benefits. Seniority during the period of job sharing will be computed as currently determined for part-time teachers under the provision of this Agreement. Upon approval of a job sharing proposal, neither of the two (2) job sharing teachers will thereafter displace or intrude upon the position of a less senior teacher to attain full time status. This would not preclude a job sharing teacher from applying for full time vacancies made available by the District, to which no teacher on a recall list is entitled to be recalled.

D. The Principal may approve or deny the proposal. If the decision is a denial and the teachers wish to appeal, they may do so in writing to the Superintendent within 10 calendar days. The Superintendent's decision is final and not subject to the grievance procedure. If the Principal determines at any time that the job sharing arrangement is not working, he/she may terminate the arrangement, and this decision may be appealed to the Superintendent, whose decision shall be final, and not subject to the grievance procedure.

E. In the event that one of the job sharing teachers is absent, the other job sharing teacher will be

given first option to cover the absence at his/her per diem rate.

F. In the event that the job sharing arrangement is revoked or otherwise eliminated, the two job sharing teachers will determine which one of them will fill the position which was formerly shared, if it still exists. In the absence of agreement, the Principal shall make the determination.

G. In the event of a resignation, termination, incapacity for an extended period of time, or leave of absence by one of the job sharing teachers the remaining job sharing teacher will be given the option to assume the full time position. If the remaining job sharing teacher refuses to assume the full time position, then the teacher will be placed on an unpaid leave of absence for the remainder of the school year, and the District may fill the position.

ARTICLE 14  
LUNCH PERIODS AND RECESS

14.1 Teachers shall have a duty free lunch period equivalent in length to the student lunch period in the schools to which they are assigned. Middle and high school teachers will have a twenty (20) minute lunch period. Elementary including pre-school will have a twenty-nine (29) minute lunch period. The Parties agree to calculate and discuss Time On Learning Requirement for both the middle and high school. If the middle and/or high school is currently meeting requirements and there is additional time in the school day, the Parties will meet to adjust the schedule and lengthen the lunch period at the middle and/or high school.

14.2 The President of the Uxbridge Teachers Association will not be assigned supervisory duties during his/her term of office. In the event of Co-Presidents both will be relieved of supervisory duties.

ARTICLE 15  
APPLICATION OF SALARY SCHEDULES

15.1 Upon initial employment teachers will be placed on the salary schedule at a step based on credit for previous employment as follows:

15.1.1 One (1) year of credit will be given for each year of related full time public school experience and/or comparable private school/sector employment. Credit may be given for other comparable public or public education service at the discretion of the Superintendent. Additional year(s) of credit may be granted for military experience by the Superintendent of Schools for teachers hired on or after July 1, 1994.

15.1.2 In filling positions in which there is a critical need, the Superintendent may give credit for other related service not specified above. In such instances, the Superintendent shall notify the Association of the step placement.

15.1.3 Credit for prior employment shall be computed on the basis that employment continuing over more than ninety (90) teaching days in any one (1) academic year shall be deemed one (1) year of employment.

15.2 Salaries shall be paid in twenty-six (26) installments commencing within 15 days after the start of the work year, provided that upon the request in writing of any teacher delivered to the Superintendent on or before May 1, the installments payable on the first payday after July 1 and all remaining installments shall be paid in a single installment on the first payday following July 1. Once established, the day of the week that checks are issued will not be changed without 60 days notice. Unit Members will be paid via the payroll distribution method consistent with all School Department Employees with exceptions provided by State and Federal Law. Such distribution methods may include direct deposit, payroll checks or other payroll

distribution methods utilized by the School District. It is the intent of the parties that the sole method of payroll distribution be direct deposit.

15.3 Teachers not at the maximum step on the salary schedule applicable to them will normally advance in annual increments for each year of full time employment, more than (90) school days of full time employment in an academic year being considered employment for each year.

15.4.1 The School Committee will authorize payment of the cost of courses that the Superintendent requests a teacher to take. Such request will not constitute a directive and are not intended to increase present contractual requirements.

15.5 Any teacher who anticipates receiving graduate credits which entitle him/her to advance to a salary based upon another salary schedule, must give notice to the Superintendent by no later than January 1 for moves effective in the next school year. Movement on the salary schedule to another salary schedule will only occur effective on the first day of the work year. After completion of the course, and prior to the commencement of the school year, the teacher will present proof of such graduate credits, provided that said teacher shall have applied in writing for the benefit of credit by January 1, and the said graduate credits have been approved in advance by the Superintendent. Courses completed by the start of the school year with proof of completion by October 15th will be accepted for retroactive movement on a new schedule.

#### ARTICLE 16 SALARY SCHEDULES

16.1 The salary schedules following shall apply to the teachers covered by this Agreement as identified on each schedule. Each teacher shall be paid at the rate provided by the step of the salary schedule which appropriately reflects years of teaching service in the Uxbridge Public Schools, subject to the provisions of the application of Salary Schedules above. For each day of absence not authorized pursuant to or under any provisions of this Agreement, the salary of absent teachers shall be reduced by the per diem rate of the annual salary payable to such teacher under the applicable schedule.

16.2 Any teacher who is hired for less than a full teaching assignment or is reduced to less than a full teaching assignment will receive salary, duties, and other benefits of the Agreement on a prorated basis for the time actually worked.

16.3 Salary Schedules are found at Appendix A.

16.4 Longevity Payment. Teachers who have completed 25 years of service to the Uxbridge Public Schools will receive a longevity stipend of \$1,000, to be added to salary and paid throughout the year. **Effective July 1, 2019, increase the 25 year longevity stipend to \$1,500.00.**

16.5 Teachers who were on Steps 1 through 5 on July 1, 2005, or hired after July 1, 2005 at step 10 or less, will be ineligible to progress beyond step 10 on the Bachelors and B+15 columns.

#### ARTICLE 17 REDUCTION IN FORCE

17.1 The Superintendent retains the right to reduce the number of teachers on its staff. In determining the order in which the staff shall be laid off within the separate groups of tenured and non-tenured staff the Superintendent shall consider the following factors in laying off staff within a discipline:

**The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher. The order of layoffs for teachers with professional teacher status shall be determined by performance and the best interest of students in the school or district. Performance and the best interests of students shall be defined as the teacher's licensure at the time of layoff, the teacher's overall summative ratings in the bargained educator evaluation process, and a record of formal discipline in the teacher's personnel file, if any. The number of summative evaluations compared will include all summative evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. The number of summative evaluations compared will exclude the year prior to the school year in which the reduction will be in effect. In the event that teachers' performance and the best interests of students are no different from one another, a member's length of service/seniority as a teacher in the district shall serve as the tie-breaker. In the event that the tie-breaker is invoked, the teacher with less seniority shall be laid off/RIFed first. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient. Prior to implementing a reduction in force, the Superintendent shall inform the Association president of the RIF decision.**

17.2 For purposes of the Article "discipline" shall be categorized as **areas of licensure issued by DESE.**

17.2.1 Elementary Grades Pre-K-6.

17.2.2 Secondary: The areas of Licensure set forth in 603 CMR 7.04(3).

17.3 Seniority means a teacher's length of continuous uninterrupted service in years, months, and days commencing with the first day of work, not hiring, as a full-time teacher on a paid basis in the Uxbridge Public Schools. Teachers working less than full time, in either by request or job shared positions, will be credited with the proportionate seniority commensurate with their positions. Teachers whose regularly assigned position is less than full time will accrue seniority at the rate of one (1) year for each year served.

Any leave of absence defined in the present contract shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months, and days after resuming active duty after the leave of absence.

17.4 Employees laid off under normal circumstances shall be notified in writing no later than June 15, of the school year preceding the school year in which the reduction is to be effected.

17.5 Employees laid off under this Article shall be considered for recall in the inverse order of their lay-off within their discipline during a period of two (2) years from the effective date of their lay-off if they so indicate in writing to the Superintendent.

17.6 A secondary teacher laid off and on recall will be given preference for an open position within another discipline provided that the teacher is certified in that discipline and has taught said subject within the past five (5) years. Said employee shall be required to take one (1) three-credit course in the subject areas in which they will be teaching within the first calendar year of their assignment to their subject area.

17.7 Employees laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing.

17.8 Employees serving a recall period shall be notified through the **Superintendent** concerning any open positions in the system for which they may be qualified to fill. **The Association will be copied on**

**notifications to RIFed employees about open positions.** Failure to accept an offer of employment for any such position shall terminate this requirement.

17.8.1 Employees rehired after lay-off under this paragraph shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their layoff.

17.8.2 A list specifying the date of employment of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An update "seniority list" shall be supplied by the Committee annually thereafter.

#### ARTICLE 18 RETIREMENT PAY

18.1 A teacher who upon retirement from the Uxbridge Public Schools after a minimum of twenty (20) years of service who has accumulated **80%** of the maximum number of sick days allowed will be entitled to a one-time payment of **up to \$3,750.00, based on a daily amount of seventy-five dollars (\$75.00) per day up to a maximum of 50 days**, payable after July 1<sup>st</sup>.

18.2 Notification of intent to retire at the end of the school year for 18.1 must be submitted in writing to the Superintendent by February 1.

#### ARTICLE 19 DUES DEDUCTION

19.1 The Committee hereby agrees to certify to the Treasurer of the Town of Uxbridge all payroll deductions from the salaries of teachers for the payment of dues to the Uxbridge Teachers Association, Massachusetts Teachers Association or the National Education Association, or any one of such Associations, as the teachers may individually and voluntarily authorize to be deducted and to request the Town Treasurer to transmit the deducted amounts promptly to such Association or Associations. Teacher authorizations will be in writing on the standard payroll deduction authorization form provided by the Massachusetts Association.

19.2 All teachers not selecting to become members of the UTA, will be required to pay an Agency Fee in accordance with Chapter 150B, Section 12 of the Massachusetts General Laws.

Any such agency fee may be deducted from the salary of any such employee who signed an authorization card permitting such deductions and shall be transmitted to the Association together with the regular dues permitted pursuant to Article 19.1

The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

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

After a demand for payment of the agency fee is made and no payment is received, the Association shall notify the employee that legal proceedings to enforce the agency fee will commence.

19.3 It is specifically understood and agreed that the Town of Uxbridge, the Uxbridge School Committee, its Officers and Agents shall be saved harmless for such deductions under Section 19.1 and 19.2 above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the Town of Uxbridge, the Uxbridge School Committee and its officers and Agents to the Association; the Town of Uxbridge, the Uxbridge School Committee and its Officers and Agents, are no longer responsible for same."

ARTICLE 20  
INSURANCE

20.1 Notwithstanding the settlement of this or any successor agreement, or anything in this agreement to the contrary, the Association agrees that the Town of Uxbridge may engage in midterm decision and/or impact bargaining (as the case may be) directly with the Association in connection with any changes in health insurance (including but not limited to plans, benefits, premium contributions, co-payments, etc.). Such bargaining will not unreasonably delay the implementation of such changes. The Association shall not be obligated to bargain regarding health insurance except as part of bargaining on a town health insurance proposal in which a majority of the town-side bargaining units participate.

20.2 Health Insurance Premium contributions for active employees hired before July 1, 2008:

Year 1 (2008-2009)	22.5% Employee Contribution / 77.5% Employer Contribution
Year 2 (2009-2010)	25% Employee Contribution / 75% Employer Contribution
Year 3 (2010-2011)	25% Employee Contribution / 75% Employer Contribution

All Employees hired on July 1, 2008 and after, will contribute 30% to their health insurance premium and the School Committee will contribute 70%.

20.3 A teacher may contract with the Committee for the purchase of an annuity pursuant to Massachusetts General Laws, Chapter 71, Section 37B as part of his or her employment compensation.

20.4 The School Committee, subject to approval of the Town of Uxbridge, will provide employees the option of using pretax dollars to pay for the employee share of health and life insurance subject to the provisions of Chapter 697 of the Acts of 1987. Depending on employee interest, an optional Disability Insurance fully paid by the employee may be considered.

20.5 Employees may utilize a payroll deduction to purchase an insurance product from the Massachusetts Teachers Association, to the extent permitted by law.

ARTICLE 21  
TEACHER ASSIGNMENTS AND TRANSFERS

21.1 All teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, and under normal circumstances not later than July 15, provided that in the event of a change in circumstances during the months of June, July, and August such programs may be changed as required to meet the situation. Notice of such changes will be in writing.

21.2 Teachers shall be assigned on the basis of statute, Department of Education regulations, or the regulations of another authority which has jurisdiction.

21.3 Teachers who desire a change in grade or subject assignment or a transfer to another building shall file a written statement of such desire with the Superintendent. The statement shall include the grade or subject to which the teacher desires to be assigned and the school (in order of preference if more than one) to which he/she desires to be transferred. Statements will be acknowledged in writing, as soon as feasible, and under normal circumstances not later than July 15. The Superintendent will notify each teacher who has filed a statement of the action taken thereon. All such requests must be renewed each year.

21.4 In making changes in grade or subject assignment and in transferring teachers from one building to another, the wishes of the individual teacher will be honored to the extent that these are compatible with his/her qualifications, the instructional requirements of the new assignment and the recommendations of the supervisor or supervisors involved and do not conflict with the best interest of the schools and the public. A list of open positions in the schools for the school year next following will be made available to all teachers as they occur. During the summer recess notices of open positions will be sent electronically to each teacher's Uxbridge Public Schools email account.

21.5 When involuntary assignments or transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in Uxbridge Public Schools, together with instructional requirements and other factors affecting the best interest of the schools will be considered in determining which teacher is to be reassigned or transferred. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher will be notified of the reasons for the transfer.

21.6 The District will post stipend positions and athletic positions annually, and will provide copies of postings and appointments to the UTA. The District will award the position to the best qualified applicant, as determined by the District. If there are internal and external candidates who are equally qualified, preference will be given to the internal applicant.

## ARTICLE 22 EVALUATIONS

All evaluations will be done in adherence to the evaluation program as outlined in the Educator Evaluation document (see Appendix C). A copy will be given to each teacher.

## ARTICLE 23 PERSONNEL FILES

23.1 A teacher may, upon request submitted to the Superintendent one (1) day in advance, review and copy the contents of his/her personnel files and may have a representative of the Association accompany him/her. The file shall not be removed from the office in which said file is customarily maintained.

23.2 No material, originating after original hiring, which is derogatory of a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. Such material will be provided to the teacher for review. Said copy may be obtained in person or mail. In every case the teacher shall acknowledge such opportunity to review the material by placing his/her signature or initial the material. If the teacher does not acknowledge the opportunity to review and/or submit a written answer on or before fifteen (15) calendar days after receipt, a copy of the material will be placed in the personnel file. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.



23.3 Any complaints regarding a teacher made to any member of the Committee, the Superintendent or the teacher's supervisor by any parent, student or other person, if seriously considered by said member, Superintendent or Supervisor shall be promptly called to the attention of said teacher.

ARTICLE 24  
PROMOTIONS

24.1 For the purposes of this Article, a "promotional position" is defined as any bargaining unit position with respect to which the District may determine the qualifications, and which pays a salary differential, or is an administrative or supervisory position.

24.2 Whenever any vacancy in a promotional position occurs, notice thereof shall be provided by written bulletin to all teachers as said vacancies occur or as they are anticipated. During the summer recess such bulletins will be sent electronically to each teacher's Uxbridge Public Schools email account.

24.3 Bulletins shall include a statement of minimum qualifications, salary range, and the date by which a candidate must apply, and a job description of the position. In the event of a change in the job description of the position after the issuance of the bulletin, the Superintendent shall notify the Association in writing of the change by providing the President of the Association with a copy of the job description as changed.

24.4 The Superintendent shall fill vacancies on the basis of experience, competency, qualifications of the applicant, length of service, and any other relevant criteria and may seek applicants to fill the same in any manner and from any source it deems appropriate. When, in the opinion of the Superintendent, all other factors above are substantially equal, preference in appointment will be given to qualified teachers already employed by the Superintendent. Each teacher applicant not selected will receive a written notification of the action taken by the Superintendent. Whenever reasonably practicable, appointments to promotional positions will be made not later than sixty (60) days after the notice is posted. The judgment of the Superintendent with respect to such appointment shall be final.

ARTICLE 25  
TEACHER WORKLOAD AND RELEASE PERIODS

25.1 Teachers will have preparation time as follows:

Elementary School K-  
4

Two hundred forty (240) minutes/five (5) day week, with at least one (1) preparation period per day.

NOTE: Prep time will be assigned in blocks of not less than thirty (30) consecutive minutes.

One (1) paid portfolio assessment day will be scheduled by the school administration and provided for teachers who are required to keep portfolios.

School budget will allow for additional non-professional staff support to relieve teachers as much as possible from lunch/recess duty and noontime detention, and the time provided to teachers in this way will be used for cooperative planning activities.

Middle School

Grade 5	One (1) common prep and five (5) individual preps/week
Grade 6	One (1) common prep and five (5) individual preps/week
Grade 7	Two (2) common preps and five (5) individual preps/week
Grade 8	Two (2) common preps and five (5) individual preps/week

School-wide staff (E.g., Art, Physical Education, Music, Foreign Language, Life Skills, Computer, Technology, etc.)	One (1) common prep and five (5) individual preps/week with at least one (1) preparation period per day. Periods are forty-two (42) minutes.
---	--

Additional time above minimum prep-time may be used as assigned coverage.

High School

Three hundred (300) minutes/five (5) day week. Additional time above minimum prep-time may be used as assigned coverage.

At least one (1) prep per day of forty-five (45) minutes.

Preparation time is provided so that teachers may fulfill the responsibilities of his/her position as a teacher in the Uxbridge Public Schools. This time allows for tasks such as short and long term lesson planning, research, correction and feedback activities, consultation with other professionals and parents on issues related to assigned students. Lesson planning may involve cooperative planning with other teachers, professionals, guest speakers, and consultants. Preparation time may not be used for personal business without the permission of the Principal.

25.2 The number of preparation periods for specialists will be based upon the school to which they are assigned.

Full time Pre-School teachers will have two (2) afternoons or mornings a week for preparation.

25.3 Whenever possible, substitutes will be provided when regularly assigned teachers are absent. Teachers will make every effort to inform the principals of the respective schools at the earliest possible time when they will be absent.

25.4 Non-instructional duties will be assigned equitably on a rotating basis but no guidance personnel, librarians, resource teachers, teaching vice principal, or dean of students need be assigned any such duties.

25.4.1 Non-instructional duties will not be assigned to teachers who travel between buildings as part of their assignment, on the day(s) of travel. Traveling teachers will have designated parking near the entrance of the school(s) to which they travel during the school day.

25.5 The District shall grant up to a total of five (5) days for UTA representatives to attend to UTA business such as MTA and/or NEA conventions, conferences or trainings, provided the UTA shall pay the cost of substitute teachers.

ARTICLE 26  
JUST CAUSE

No teacher will be issued a written reprimand, suspended, dismissed, or reduced in rank without just cause, but nothing herein shall be deemed to limit the right of the Superintendent to dismiss, to refuse to renew the contract of, or not to reappoint a teacher without professional status.

ARTICLE 27  
TUITION-FREE ENROLLMENT

The children of unit members will be admitted under School Choice if allowed by **Massachusetts state law and** Regulations and to the extent the Committee continues to offer it.

ARTICLE 28  
PRESCHOOL/DAY CARE PRIORITY

The children of unit members' households will be given preference in preschool/day care/kindergarten enrollment at the established rates.

ARTICLE 29  
MILEAGE REIMBURSEMENT

Bargaining unit members will be reimbursed at the IRS rate per mile for all required outside of district travel authorized in advance as per School Committee Policy.

ARTICLE 30  
SCHOOL COUNCILS

School Councils will be established pursuant to Section 53 of the Education Reform Act of 1993. School Councils will have no authority over matters which are subject to Chapter 150E of the M.G.L.

ARTICLE 31  
TEAM LANGUAGE

The Uxbridge School Committee is committed to shared decision-making through team management. There will be a standing Professional Development team. Other ad hoc teams may be established by the Superintendent of Schools. The composition of all district teams is at the discretion of the Superintendent.

Unit A members serving on teams which are comprised of only staff members will be compensated \$350 each year that they serve on such teams. The stipend is payable to unit members who have attended at least 80% of all meetings.

Curriculum Teams comprised of teachers who wish some specific community input may add ad hoc members without foregoing their stipends.

ARTICLE 32  
HEALTH AND SAFETY

32.1 The School Committee and the Association believe that a safe and healthy work environment is essential to the well-being of the members.

32.2 A district wide Health and Safety Committee will be established. The membership will include, but not be limited to representatives from the school nurses, the UTA, custodians, principals and the Plant Manager. The purpose of the Committee is to monitor health and safety issues in the buildings and bring issues needing remediation to the Superintendent.

32.3 An incident reporting system will be implemented which will provide notification to the Superintendent of health and safety issues in the district.

ARTICLE 33  
INCLUSION

33.1 The Association and the District recognize that the District is responsible for providing eligible children with disabilities with a free appropriate public education in the least restrictive environment. Notwithstanding any provision of this agreement, the District may take such actions as are necessary, in its judgment to meet its obligations under state or federal special education laws.

33.2 The Administration will provide regular education teachers with information regarding special education students near the start of the school year, and when special education students are added to the teacher's class. Regular education teachers shall have access to pertinent portions of the IEPs of special education students in their classes, and shall be responsible for abiding by the terms of those IEPs.

33.3 The Administration will provide regular education teachers with support in the form of collaboration, consultation, cooperative teaching, and/or training in order to enable teachers to meet their obligations to special education students.

33.4 Principals may require teacher(s) to attend transition meetings prior to the opening of school to achieve a smoother opening of the school year for both students and staff. Teachers will be compensated at **80%** of their per diem rate for a minimum of one-half (1/2) day.

ARTICLE 34  
DURATION OF AGREEMENT

This Agreement will be effective on the date of July 1, **2017** until June 30, **2020**.

The parties agree that two joint committees will be established. There will be a committee formed to review and make recommendations to the negotiating team relative to stipends in the contract.

A second committee will be established to negotiate changes to the Teacher Evaluation Instrument and Procedures required by newly promulgated regulations. This Committee will report its recommendations to the negotiating team for ratification and implementation by September, 2012.

This 5<sup>th</sup> day of December, 2018

UXBRIDGE SCHOOL COMMITTEE

Debbie Stark  
Debbie Stark, Chair

UXBRIDGE TEACHERS ASSOCIATION

Pamela L. Yukna  
Pamela L. Yukna, President

Appendix A - Salary Schedules

- a. Year 1 (July 1, 2017-June 30, 2018): Increase each step and lane by one and one-quarter percent (1.25%).
- b. Year 2 (July 1, 2018-June 30, 2019): Increase each step and lane by two percent (2%).
- c. Year 3 (July 1, 2019-June 30, 2020): Increase each step and lane by two percent (2%).

**FY18    1.25%**  
**UNIT A**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>DOC</u>
1	\$46,785	\$47,484	\$49,860	\$50,608	\$51,366	\$52,138	\$52,710	\$53,764
2	\$48,420	\$49,148	\$51,754	\$52,530	\$53,318	\$54,117	\$54,713	\$55,808
3	\$50,115	\$50,867	\$53,720	\$54,527	\$55,345	\$56,174	\$56,792	\$57,927
4	\$51,869	\$52,646	\$55,762	\$56,599	\$57,447	\$58,309	\$58,951	\$60,129
5	\$53,684	\$54,491	\$57,882	\$58,748	\$59,629	\$60,524	\$61,190	\$62,414
6	\$55,563	\$56,396	\$60,081	\$60,982	\$61,897	\$62,825	\$63,515	\$64,787
7	\$57,508	\$58,371	\$62,363	\$63,299	\$64,248	\$65,211	\$65,929	\$67,247
8	\$59,521	\$60,415	\$64,734	\$65,703	\$66,689	\$67,690	\$68,435	\$69,803
9	\$61,605	\$62,529	\$67,192	\$68,201	\$69,223	\$70,261	\$71,035	\$72,456
10	\$63,761	\$64,717	\$69,746	\$70,792	\$71,855	\$72,932	\$73,734	\$75,209
11	\$70,213	\$72,069	\$72,397	\$73,483	\$74,586	\$75,704	\$76,536	\$78,067
12	\$72,333	\$74,246	\$75,655	\$76,276	\$77,419	\$78,580	\$79,445	\$81,579
16	\$73,779	\$75,732	\$79,058	\$79,707	\$80,903	\$82,116	\$83,020	\$85,251
21	\$77,484	\$79,535	\$82,616	\$83,294	\$84,544	\$85,811	\$86,756	\$89,087
25	\$80,194	\$82,716	\$86,333	\$87,042	\$88,348	\$89,674	\$90,660	\$93,095

**FY19 2.00%**  
**UNIT A**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>DOC</u>
1	\$47,720	\$48,434	\$50,857	\$51,620	\$52,393	\$53,181	\$53,764	\$54,839
2	\$49,387	\$50,131	\$52,789	\$53,581	\$54,384	\$55,199	\$55,807	\$56,924
3	\$51,117	\$51,884	\$54,794	\$55,618	\$56,452	\$57,297	\$57,928	\$59,086
4	\$52,906	\$53,699	\$56,877	\$57,731	\$58,596	\$59,475	\$60,130	\$61,332
5	\$54,758	\$55,581	\$59,040	\$59,923	\$60,822	\$61,734	\$62,414	\$63,662
6	\$56,674	\$57,524	\$61,283	\$62,202	\$63,135	\$64,082	\$64,785	\$66,083
7	\$58,658	\$59,538	\$63,610	\$64,565	\$65,533	\$66,515	\$67,248	\$68,592
8	\$60,711	\$61,623	\$66,029	\$67,017	\$68,023	\$69,044	\$69,712	\$71,199
9	\$62,837	\$63,780	\$68,536	\$69,565	\$70,607	\$71,666	\$72,456	\$73,905
10	\$65,036	\$66,011	\$71,141	\$72,208	\$73,292	\$74,391	\$75,209	\$76,713
11	\$71,617	\$73,510	\$73,845	\$74,953	\$76,078	\$77,218	\$78,067	\$79,628
12	\$73,780	\$75,731	\$77,168	\$77,802	\$78,967	\$80,152	\$81,034	\$83,211
16	\$75,255	\$77,247	\$80,639	\$81,301	\$82,521	\$83,758	\$84,680	\$86,956
21	\$79,034	\$81,126	\$84,268	\$84,960	\$86,235	\$87,527	\$88,491	\$90,869
25	\$81,798	\$84,370	\$88,060	\$88,783	\$90,115	\$91,467	\$92,473	\$94,957

**FY20 2.00%  
UNIT A**

<b>STEP</b>	<b><u>B</u></b>	<b><u>B+15</u></b>	<b><u>M</u></b>	<b><u>M+15</u></b>	<b><u>M+30</u></b>	<b><u>M+45</u></b>	<b><u>M+60</u></b>	<b><u>DOC</u></b>
<b>1</b>	\$ 48,674	\$ 49,403	\$ 51,874	\$ 52,652	\$ 53,441	\$ 54,245	\$ 54,839	\$ 55,936
<b>2</b>	\$ 50,375	\$ 51,134	\$ 53,845	\$ 54,653	\$ 55,472	\$ 56,303	\$ 56,923	\$ 58,062
<b>3</b>	\$ 52,139	\$ 52,922	\$ 55,890	\$ 56,730	\$ 57,581	\$ 58,443	\$ 59,087	\$ 60,268
<b>4</b>	\$ 53,964	\$ 54,773	\$ 58,015	\$ 58,886	\$ 59,768	\$ 60,665	\$ 61,333	\$ 62,559
<b>5</b>	\$ 55,853	\$ 56,693	\$ 60,221	\$ 61,121	\$ 62,038	\$ 62,969	\$ 63,662	\$ 64,935
<b>6</b>	\$ 57,807	\$ 58,671	\$ 62,509	\$ 63,446	\$ 64,398	\$ 65,364	\$ 66,081	\$ 67,405
<b>7</b>	\$ 59,831	\$ 60,729	\$ 64,882	\$ 65,856	\$ 66,844	\$ 67,845	\$ 68,593	\$ 69,964
<b>8</b>	\$ 61,925	\$ 62,855	\$ 67,350	\$ 68,357	\$ 69,383	\$ 70,425	\$ 71,106	\$ 72,623
<b>9</b>	\$ 64,094	\$ 65,056	\$ 69,907	\$ 70,956	\$ 72,019	\$ 73,099	\$ 73,905	\$ 75,383
<b>10</b>	\$ 66,337	\$ 67,331	\$ 72,564	\$ 73,652	\$ 74,758	\$ 75,879	\$ 76,713	\$ 78,247
<b>11</b>	\$ 73,049	\$ 74,980	\$ 75,322	\$ 76,452	\$ 77,600	\$ 78,762	\$ 79,628	\$ 81,221
<b>12</b>	\$ 75,256	\$ 77,246	\$ 78,711	\$ 79,358	\$ 80,546	\$ 81,755	\$ 82,655	\$ 84,875
<b>16</b>	\$ 76,760	\$ 78,792	\$ 82,252	\$ 82,927	\$ 84,171	\$ 85,433	\$ 86,374	\$ 88,695
<b>21</b>	\$ 80,615	\$ 82,749	\$ 85,953	\$ 86,659	\$ 87,960	\$ 89,278	\$ 90,261	\$ 92,686
<b>25</b>	\$ 83,434	\$ 86,057	\$ 89,821	\$ 90,559	\$ 91,917	\$ 93,296	\$ 94,322	\$ 96,856



Appendix B Stipend Schedule

All Stipends will be frozen for the duration of this Agreement.

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b><u>Football</u></b>					
Varsity Coach-High School	\$3,902	\$4,147	\$4,388	\$4,629	\$4,878
Asst. Coach (4)-High School	\$2,575	\$2,697	\$2,818	\$2,912	\$3,066
<b><u>Basketball</u></b>					
Varsity-High School	\$3,624	\$3,868	\$4,112	\$4,349	\$4,604
Jr. Varsity-High School	\$2,575	\$2,697	\$2,818	\$2,912	\$3,066
Intermediate	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Baseball</u></b>					
Varsity-High School	\$2,873	\$3,238	\$3,515	\$3,760	\$4,000
Jr. Varsity-High School	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Field Hockey</u></b>					
Varsity-High School	\$2,873	\$3,238	\$3,515	\$3,760	\$4,000
Jr. Varsity-High School	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
Intermediate	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Softball</u></b>					
Varsity-High School	\$2,873	\$3,238	\$3,515	\$3,760	\$4,000
Jr. Varsity-High School	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Tennis</u></b>					
	\$2,066	\$2,271	\$2,477	\$2,686	\$2,890
<b><u>Cross Country</u></b>					
Coach- High School	\$2,066	\$2,271	\$2,477	\$2,686	\$2,890
Coach -Intermediate	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
Asst. Coach -Intermediate	\$1,550	\$1,705	\$1,858	\$2,013	\$2,166
<b><u>Track</u></b>					
Coach-High School	\$2,873	\$3,238	\$3,515	\$3,760	\$4,000
Asst. Coach-High School	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Cheering</u></b>					
Fall-High School	\$2,066	\$2,271	\$2,477	\$2,686	\$2,890
Winter-High School	\$2,066	\$2,271	\$2,477	\$2,686	\$2,890
Jr. Varsity-High School	\$688	\$758	\$844	\$895	\$966
<b><u>Soccer</u></b>					
Varsity-High School	\$2,873	\$3,238	\$3,515	\$3,760	\$4,000
Jr. Varsity-High School	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
Intermediate	\$1,891	\$2,013	\$2,134	\$2,257	\$2,376
<b><u>Golf-High School</u></b>					
	\$2,066	\$2,271	\$2,477	\$2,686	\$2,890
<b><u>Athletic Trainer</u></b>					
	\$1,697	\$1,730	\$1,765	\$1,800	\$1,836

## Appendix B (continued) Stipend Schedule

All Stipends will be frozen for the duration of this Agreement.

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Band Director-Intermediate	\$774	\$782	\$789
Beginning Teacher Institute	\$3,920	\$3,958	\$3,997
Chorus Director-Elementary	\$774	\$782	\$789
Chorus Director-Intermediate	\$774	\$782	\$789
Class Advisor 7	\$632	\$638	\$645
Class Advisor 8	\$632	\$638	\$645
Class Advisor 9	\$632	\$638	\$645
Class Advisor 10	\$949	\$958	\$967
Class Advisor 11	\$1,682	\$1,699	\$1,715
Class Advisor 12	\$2,107	\$2,128	\$2,149
Color Guard	\$958	\$968	\$977
Computer Advisor	\$2,107	\$2,128	\$2,149
Curriculum & Instruction Leaders	\$3,098	\$3,129	\$3,159
Curriculum Team Member-All levels	\$350	\$350	\$350
Dean of Students	\$7,820	\$7,897	\$7,974
Destination Imagination-Elementary	\$774	\$782	\$789
Destination Imagination-Intermediate	\$774	\$782	\$789
Destination Imagination-High School	\$774	\$782	\$789
District Data Team Member	\$1,000	\$1,000	\$1,000
District Professional Development Team Member	\$350	\$350	\$350
Drama Coach-Intermediate	\$774	\$782	\$789
Drama Coach-High School	\$1,913	\$1,931	\$1,950
Geography Club-Elementary	\$774	\$782	\$789
Geography Club-Intermediate	\$774	\$782	\$789
Go Green Coordinator-Intermediate	\$1,000	\$1,000	\$1,000
Lead Nurse	\$3,098	\$3,129	\$3,159
Lead/Head Teacher	\$5,883	\$5,941	\$5,998
Literacy Leaders-Elementary, Intermediate	\$1,000	\$1,000	\$1,000
Math Olympiad-Intermediate	\$774	\$782	\$789
Mentoring - Year 1	\$1,731	\$1,747	\$1,764
Mentoring - Year 2	\$1,153	\$1,165	\$1,176

Mentoring - Year 3	\$577	\$583	\$589
Model UN-High School	\$774	\$782	\$789
Music Director-High School	\$5,254	\$5,306	\$5,357
National Board Certification	\$1,731	\$1,747	\$1,764
National Honor Society	\$774	\$782	\$789
On Call Nurses	\$5,768	\$5,824	\$5,881
Robotics-Intermediate	\$774	\$782	\$789
Robotics-High School	\$774	\$782	\$789
SADD	\$774	\$782	\$789
School Newspaper-Intermediate	\$840	\$848	\$856
School Newspaper-High School	\$1,622	\$1,638	\$1,654
Student Council-Intermediate	\$774	\$782	\$789
Student Council-High School	\$4,648	\$4,693	\$4,739
Teaching Vice-Principal	\$8,328	\$8,410	\$8,492
Team Chair Kindergarten	\$1,615	\$1,631	\$1,647
Team Chair Pre-K	\$1,615	\$1,631	\$1,647
Team Leaders-Elementary, Intermediate	\$1,000	\$1,000	\$1,000
Title I Director	\$3,200	\$3,200	\$3,200
Yearbook-Intermediate	\$840	\$848	\$856
Yearbook-High School	\$1,622	\$1,638	\$1,654
Intramural Director-Intermediate	\$2,346	\$2,369	\$2,392
Intramural Coaches Intermediate, High School (Hourly)	\$18	\$18	\$19
Tutors (Hourly)	\$25	\$26	\$27
<b>DIAGNOSTIC TESTING</b>			
OT/PT, Speech Therapists	\$1,731	\$1,747	\$1,764
Reading Specialists	\$865	\$873	\$882

Appendix C  
Evaluation

# Uxbridge Public Schools

## Unit A Evaluation Program

# Uxbridge Public Schools, Unit A Evaluation Program

## Table of Contents

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

1) **Purpose of Educator Evaluation**

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

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

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

- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.



- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **\*Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
  
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

- A) **Completing the Self-Assessment**
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) **Proposing the goals**
  - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 15th (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a

timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators without PTS**

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

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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



A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. Unannounced observations will be a minimum of 10 minutes in length.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation at least 30 minutes in length.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>h</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans- General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
  - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
  - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
  - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 19) **Educator Plans: Improvement Plan**
- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
  - B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory

near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.



**20. Timelines (Dates in italics are provided as guidance and subject to change by mutual agreement between the UTA and School Committee.)**

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

**A) Educators with PTS on Two Year Plans**

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

**B) Educators on Plans of Less than One Year**

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

**21. Career Advancement**

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

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

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

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

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

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

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

**25. Transition from Existing Evaluation System**

- A) During the 2012-2013 school year, all Unit A members who would have been in phase 1 or 3 for the 2012-2013 school year will be evaluated under the new evaluation process. All others will be evaluated using the present evaluation process. Beginning with the 2013-2014 School Year, all Unit A members will be evaluated under the new evaluation process
- B) Unit A members being evaluated in 2012-2013 under the new evaluation process will be placed into the following plans
  - a. All non-professional status members and

professional status members deemed underperforming using the present evaluation process will be placed on a one year plan

b. All other professional status members will be placed on a two year plan

- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

## 26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures twice per year and on an as needed basis through the first three years of implementation and recommend adjustments to the parties.
- E) It is also agreed that teachers teaching less than 20% outside of their area of certification will have their primary evaluation conducted within their area of certification. However, this does not imply that teachers are not accountable for teaching and learning in all classes/courses in which they teach. The same performance standards and expectations will apply for teachers regardless of what class/course they teach and they can be subjected to evaluations based upon performance within these classes/courses.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

For the 2012-13 school year, the implementation of the Unit A Educator Evaluation System will be

considered a pilot year. Training will continue throughout the 2012-13 school year. It is agreed that during the first year of implementation, short of moral or ethical violations, no **PTS** teacher will lose his or her job due to the evaluation.

APPENDIX D

FAMILY LEAVE POLICY

**Family, Medical, and Small Necessities Leaves of Absence**

**A. Purpose.** The Family and Medical Leave Act ("FMLA") of 1993 allows eligible employees twelve (12) weeks of unpaid leave ("FMLA Leave") per year under the circumstances outlined below. Employees may take leave for the following reasons:

1. birth of the employee's child or placement of a child with the employee through adoption or foster care;
2. the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
3. the employee is unable to perform the functions of his or her position because of a serious health condition.

Note: "Serious health condition" is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

**B. Use Paid Leave First.** Employees are required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child must first use all accrued vacation and personal time, in that order. Employees who take leave because of their own serious illness must use all accrued sick, personal and vacation time, in that order.

**C. Eligibility.**

**1250 hours in previous 12 months.** To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

**D. Twelve Weeks.** Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or care of a sick parent.

**E. Notice.** Employees wishing to take FMLA leave must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

**F. Certification.** Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

**G. Intermittent or Reduced Schedule Leave.** If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

**H. Benefits.**

**Health Coverage.** Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

**Other Benefits.** Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

**I. Instructional Employees.** When leave will be taken near the conclusion of an academic term, an employee, whose principal function is to teach students, may be required, at the District's option, to take leave for the remainder of the term. This will be required under the following circumstances: (1) when leave is to begin more than five weeks before the end of a term, the leave will last at least three weeks, and the employee would return to work during the three week period immediately preceding the end of the term; (2) when leave is to begin during the last five weeks of the school term, for reasons other than the employee's own serious illness, the leave will be for more than two weeks, and the employee would return to work during the two week period immediately preceding the end of the term; and (3) when leave is to begin within three weeks from the end of the school term, for reasons other than the employee's own serious illness, and the leave is to be for more than five days.

**J. Sick Leave, Workers Compensation Leave, or Other Absences.** Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

**K. Return to Work.** Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the personnel department and their supervisors at least two weeks before their return date to make arrangements. Employees may be required to provide a medical opinion from a physician certifying their fitness for duty. The Town reserves the right to send an employee to the Town physician for a second opinion regarding the employees' fitness to return to work.

**L. Procedural Requirements.** Employees requesting an FMLA leave must submit the request in writing to their Department Head (form letter attached). Requests should be made 30 days in advance of the commencement of the leave, but in any event, as soon as practicable. Within fifteen days from the request, the employee must submit a completed *Certification of Health Care Provider* form (attached) to the Town Administrator or his/her designee.

**M. Small Necessities Leave**

- a. The Small Necessities Act, Massachusetts General Law Chapter 149, Section 52D, became effective on August 4, 1998.
- b. An employee shall be entitled to a total of 24 hours of unpaid leave during a 12 month period (the twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave), in addition to leave available under the Family and Medical Leave Act of 1993, for the following purposes:
  - To participate in school activities directly related to the educational advancement of a son or daughter.
  - To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
  - To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care.
- c. Employees who have accumulated sick, personal, or vacation time must use such time as part of the 24 hours before becoming eligible for unpaid time. The Town will not provide paid leave in any situation where it would not normally provide such paid leave.
- d. At least 7 days in advance, the employee shall submit to the Town a written notice (*Employee's Certification* form attached) of his/her intent to take small necessities leave and the date and expected duration of the leave. If 7 days notice is not possible, the employee shall give notice as soon as practicable.