

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

HADLEY SCHOOL COMMITTEE

AND

THE HADLEY EDUCATION ASSOCIATION,

MASSACHUSETTS TEACHERS ASSOCIATION,

NATIONAL EDUCATION ASSOCIATION

August 26, 2022- August 25, 2025

This agreement is made between the HADLEY SCHOOL COMMITTEE (hereinafter referred to as SCHOOL COMMITTEE) and the non-supervisory professional personnel of the Hadley School System, represented by the HADLEY EDUCATION ASSOCIATION, MASSACHUSETTS TEACHERS ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, (hereinafter referred to as the ASSOCIATION), in accordance with the appropriate provisions of the General Laws of Massachusetts, as amended.

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the School Committee by statute or any rule or regulation of any agency of the Commonwealth. For every matter not specifically mentioned or provided for in this Agreement, the School Committee retains all of the powers, rights and duties that it has by law.

The bargaining unit shall consist of all professional educational personnel employed by the School Committee, including regular part-time, full-time and itinerant teachers, guidance counselors, librarians and nurses, except the Superintendent of Schools, Principals, Administrator of Special Needs, and other supervisors who may be appointed during the life of this contract. Teachers or administrators who are contracted by an outside management company will also be exempt from coverage by this contract.

The School Committee recognizes the Hadley Education Association, Massachusetts Teachers Association, National Education Association as the sole bargaining agent for all the professional educational personnel, in the bargaining unit, except as excluded in the preceding paragraph.

The parties hereto agree as follows:

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## ARTICLE I - NEGOTIATION PROCEDURES

- 1.1 Negotiable Items - The School Committee and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment as covered in this Agreement.
- 1.2 Negotiating Team - Representatives for the School Committee and the Association will meet for the purpose of negotiating and reaching mutually satisfactory agreements.
- 1.3 Opening Negotiations - The first meeting between the parties to open negotiations for a successor agreement to this Agreement shall be on a date agreeable to the parties prior to January 15th before the year of the conclusion of the contract.
- 1.4 Negotiation Procedures -
  - 1.4.1. Following the initial meetings, as described in Section 1.3, such additional meetings shall be held until the parties reach an agreement on the items or until an impasse is reached. Meetings will be held at mutually agreeable times. A caucus may be called by either party as it is deemed necessary.
  - 1.4.2. While no final agreement shall be executed without ratification by the Association and the School Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of the negotiations.
  - 1.4.3. The parties agree that once negotiations have been completed and the contracts ratified, the negotiations will not be reopened during the life of the contract except as by mutual agreement.
- 1.5 Consultants - The parties may call upon consultants to assist in preparing for negotiations, and advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them.
- 1.6 The parties agree that during the period of negotiations and prior to reaching an agreement that neither the School Committee nor the Association will release any information to the general public without prior written approval of the other party. Notwithstanding the above, if either party calls on the services of the Division of Labor Relations for purposes of mediation, this information may be released to the public. Thereafter, the parties will continue to meet, and if they still have been unable to reach an agreement, either party may release information to the public without the approval of the other.
- 1.7 Reaching Agreement - As tentative agreement is reached in each individual item being negotiated, that item shall be reduced to writing and initialed by both parties. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiated package, the proposed agreement shall be reduced to writing and submitted to the Association and the School Committee for approval. Following approval by the Association membership and School Committee, the parties shall take whatever action is necessary to give full force and effect to this Agreement.

## ARTICLE II - TEACHER EVALUATION

- 2.1 Teacher evaluation in Hadley is a supportive, growth-oriented process designed to improve teaching and learning, to promote professional development, and to determine total job effectiveness.
- 2.2 The Educator Evaluation Instrument is included as part of this Agreement as Appendix "A".
- 2.3 When the evaluation of a teacher who does not have PTS identifies problems, the following will occur:
  - a) More than two formal evaluations will be written each in conjunction with full classroom observation and post-observation conferences.
  - b) The wording "this is a problem that must be corrected" will be written on any reports regarding performance about which there is a serious concern.
  - c) If a problem is identified, the evaluation will list recommendation(s) for improvement.
  - d) The teacher and administration are encouraged to meet to mutually develop a plan for correction.
  - e) Timeliness for correcting will be determined and agreed upon as appropriate.
- 2.4 When the evaluation of a teacher who has PTS identifies problems, the following remediation process will occur:
  - a) Formal classroom observations will be conducted.
  - b) Conferences will be held to identify areas of concern.
  - c) Written comments will follow each conference.
  - d) More than one formal evaluation will be written each year. The wording "this is a problem that must be corrected" will be written on any reports regarding performance about which there is serious concern.
  - e) If a problem is identified, evaluators will list recommendations(s) for correction.
  - f) The teachers and administrators are encouraged to meet to mutually develop a plan for correction.
  - g) Timeliness for correction will be determined and agreed upon between the teacher and administrator(s).
  - h) At the end of the agreed upon timeline, a report will be written stating the progress made; and stated therein will be either 1) "the problem has been corrected" and the teacher

returns to normal evaluations status; or 2) “the problem needs further attention” and a new timeline will be stated with specific recommendations.

- 2.5 . Evaluators will use role-specific DESE rubrics when available.

### ARTICLE III - PERSONNEL FILES

- 3.1 Employees will have the right, upon request, to inspect their personnel records and folders and make copies of such contents as concerns their work or themselves. Both employer and employee have the right to have a witness in attendance at the appointed time of inspection.
- 3.2 No material derogatory to an employee’s conduct, service, character, or personality will be placed in a personnel file until the employee has had an opportunity to review such material. The employee shall receive a copy of such material. The employee shall acknowledge that he/she has been given an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy. From the effective date of this contract, the administration will remove from a teacher’s personnel file all derogatory material after a three (3) year period provided similar materials have not been added during the stated time frame.
- 3.3 Complaints of a serious nature and affecting the employee’s community image, school performance, or final evaluation will be called to the attention of the employee by the Administration.

### ARTICLE IV - ASSIGNMENTS

- 4.1 The Superintendent of Schools or designated administrator shall assign all professional educational personnel to specific positions within the school system. He/she shall indicate in such assignment the school to which the teacher will be assigned, the grade and/or subjects which the teacher will teach and any special or unusual classes or assignments that will be changed for the next school year. Teachers will normally be notified of their change in assignment prior to the end of the school year, provided that in the event of unusual circumstances or conditions after June, such assignments may be changed as required to meet the situation. .
- 4.2 In order to ensure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned to subjects and/or levels of other classes outside the scope of their major or minor fields of study except to the extent that the Superintendent or designated administrator deems such assignment necessary.
- 4.3 Secondary teachers shall not be assigned classes requiring an unreasonable number of different preparations or teaching sections at any one time. Every effort will be made to assign no more than four (4) preparations per teacher and no more than five (5) total sections at any one time. (Examples of definition: US History II, Chemistry, AP Chemistry, Health, English 9 are different preparations). Teachers are invited to make suggestions for their own schedule for the succeeding year, but the final preparation of schedules is a function of the Superintendent, or his/her designee. Secondary teachers shall be compensated at the rate of .2 FTE when they are asked to assume all teaching and instructional planning responsibilities (i.e., planning, grading, parent communication) for a class over and above their regular assigned course load, not including any independent studies. This does not include when an employee is asked to fill in for a sick or unavailable colleague as outlined in section 10.3 of this contract.

- 4.4 Teachers who desire a change in the following school year in grade and/or subject assignment or who desire to transfer to another building in the following school year shall file a written statement with the Superintendent under normal circumstances by April 1 of the prior school year. This written statement shall specify the nature of the request and the reasons for the change. The Superintendent shall acknowledge in writing receipt of such statement.
- 4.5 To the extent possible, changes will be voluntary. Involuntary changes may be made if the Superintendent of Schools or the designated administrator determines that is necessary to do so in the best interest of the students or of the school involved. Such involuntary assignments will be initiated only after a meeting is held between the teacher involved and the Superintendent or the designated administrator. Thereafter, the teacher (classroom or non-classroom) will be notified in writing of the reasons for the transfer.
- 4.6 Although professional educational personnel may be unassigned during one or more portions of the normal work day, the only duty-free period granted such personnel is the lunch period. All other unassigned time is to be used for preparation, professional improvement, departmental work, individual assistance to students and other such professional uses of time as may from time to time reasonably be assigned by the responsible administrator. The administration will make an effort to limit the number of times unassigned time is utilized for IEP and/ or 504 team meetings. Administration will make every effort to provide coverage for regular education teachers to attend Special Education meetings as needed.

When an elementary teacher is unable to use his/her unassigned period as a preparation period, the teacher may leave one-half hour before the regularly scheduled quitting time. All teachers will have a minimum of 300 minutes of unassigned time per regular school week with the understanding that the length of instructional periods may be adjusted. Any adjustments to the length of instructional periods will be made in accordance with Article VII and 603 CMR 27.00.

- 4.7 All extracurricular activities will be supervised on a voluntary basis.

The School Committee agrees that, in the event that they should fill any of the extracurricular positions contained in Appendix B, that the rate of payment for performing said function shall be controlled by said Appendix B provided that funding is available.

- 4.8 Each year the superintendent will request proposals for curriculum development and projects related to lesson development and instructional improvement from Unit A members. Upon preliminary approval, funding for such request will be included in the budget request for the following fiscal year. Final approval for projects will be dependent on funding availability based upon the School Committee's final approved budget. If funding is not available, teachers may apply for in-service credits pursuant to 14.4.3 for participation in approved projects. Teachers may not receive both a stipend and in-service credit.
- 4.9 Teachers appointed to research and develop curriculum will be paid at the rate of thirty dollars (\$30.00) per hour if time spent is after the school day has ended, vacation periods, Saturdays, or any other time except for the summer. During the summer, teachers will be compensated \$150 a day for the time spent developing curriculum, but not to include time spent in courses or training. The Superintendent may advertise curricular or related projects at the project or stipend rate in lieu of an hourly or daily rate, after the Superintendent notifies the Association. The Superintendent will make a determination of the people involved.

- 4.10 All appointments made under paragraph 4.9 shall be for the academic year of the appointment only.

Whenever possible, appointments to department chairman and/or curriculum coordinators and positions contained on Appendix C which are full-year positions, will be made prior to July 1 of the preceding school year. Whenever possible, varsity coaches and band director will be appointed prior to the close of the school year preceding the year for which the appointment is made.

- 4.11 If a new position within the scope of the bargaining unit is established, the School Committee will negotiate with the Hadley Educational Association Negotiating Committee over the salary for such position.

If there are any substantial changes in the duties of the existing positions, the School Committee will negotiate with the Association regarding possible modifications in the salary of such position. The Association will be notified before adding or subtracting from these positions.

- 4.12 Whenever possible, all positions for co-curricular activities and department chairman shall be posted at least five (5) calendar days prior to the appointment. The positions will be open each year, but the person who held the position the previous year will normally be given first consideration. In filling such position, primary consideration will also be given to qualified teachers already employed in the Hadley School System.
- 4.13 Appointments to extracurricular activities shall be honored by the teacher and the administration except in unusual circumstances.

#### ARTICLE V - GRIEVANCE PROCEDURE

- 5.1 A grievance is defined as a question, complaint or dispute, involving the interpretation or application of or the failure to comply with or the alleged violation of the terms and provisions of this Agreement. Any matter which is reserved to the discretion of the School Committee or any matter which is not covered by the provisions of this Agreement shall not be the subject of a grievance. All time limits shall be maximums and be construed to mean working days.

A grievance filed prior to the end of the school year shall continue to be processed during the summer months. When school is out of session for the summer, workdays shall mean days when the Central Office of the School System is open for business to the public. Either party or the grievant(s) may request in writing a reasonable extension of time due to vacation and/or personal commitments.

- 5.2 The parties acknowledge that it is usually more desirable for a teacher and his/her administrative supervisor to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the teacher, then a grievance may be reduced to writing and processed as follows:

- 5.2.1. The teacher or teachers aggrieved shall present a grievance in writing within ten (10) days (excluding vacation days between September and June) of the date he/she knew or should have known of the occurrence which gave rise to the grievance. Any complaint, dispute or question presented after the above time shall be considered untimely and not grievable.

- 5.2.2. The written grievance must be presented to the administrative supervisor who will arrange for a meeting within ten (10) days of the receipt of the written grievance. The aggrieved teacher, with or without a representative of the Association at the option of the teacher, shall be present for the meeting. The administrative supervisor must provide the aggrieved teacher with a written answer on the grievance within ten (10) days of the meeting.
- 5.2.3. Step 2 - If the matter is not satisfactorily settled in 5.2.2., the Association shall refer the grievance to the Superintendent within ten (10) days. The Superintendent shall arrange for a meeting with the Association's representative with or without the aggrieved employee within ten (10) days of the receipt of the appeal in an effort to resolve the grievance. The Superintendent will provide the Association representative and the aggrieved employee with his/her written decision within ten (10) days of the conclusion of the meeting.
- 5.2.4. Step 3 - If the grievance is not satisfactorily settled in Step 2, the Association will forward written notice to the Superintendent within ten (10) days and the Superintendent, or designee, will arrange for a meeting between the Association's representative and the School Committee to take place no later than the next regularly scheduled meeting of the School Committee after the Association's referral. (Such meeting shall be held in executive session). Upon conclusion of the meeting, the School Committee will provide the Association with their written decision within ten (10) days.
- 5.2.5. Step 4 - If the Association is not satisfied with the disposition of the grievance in Step 3, or the Step 3 time limit expires without issuance of School Committee's written answer, then the parties either jointly or singularly may demand arbitration. The arbitrator for the duration of this Agreement shall be the American Arbitration Association.

The arbitrator and the parties agree to be bound by the time limits for arbitration contained in the rules of the American Arbitration Association. If the demand for arbitration is not filed within ten (10) days from the date of the School Committee's Step 3 reply, then the grievance will be deemed withdrawn.

- 5.2.6. The Arbitrator's decision shall not extend beyond the submission nor alter, amend or modify the provisions of the Agreement. Nor shall the Arbitrator render a decision which shall impinge upon any reserved rights of the School Committee.
- 5.2.7. The expenses of the Arbitrator shall be borne equally by both parties.
- 5.2.8. Pending final resolution of any complaint, the teacher shall comply with the instructions of the Department Chairman or similar supervisor, Principal or Assistant Principal, Director, Superintendent or School Committee.

#### ARTICLE VI - EMPLOYMENT PERIOD

- 6.1 All professional educational personnel shall be employed by annual contract, or in the case of teachers with PTS, by agreement. Professional educational personnel shall be employed for the period specified in each contract or agreement. The Superintendent shall meet with the President of the HEA annually to draft a calendar. When determining start and end dates for the school year, the HEA President and Superintendent shall first give consideration to all applicable state laws pertaining to time on learning and make every effort to ensure the employment period terminates on or before June 30. The first day of school for teachers will not be before August 26

unless approved by a majority vote of the Unit A membership. Teachers new to the Hadley system may be required to attend one day prior to the official beginning of the teachers' school year. This provision is subject to all legal obligations being met in terms of school year and work days.

- 6.2 All days between the employment dates except Saturdays, Sundays, legal holidays, and regularly scheduled vacation periods are considered to be part of the time which has been contracted to the School Committee and on such days as may be required by the School Committee.
- 6.3 When service is required beyond the number of teacher work days provided herein, it shall be voluntary. Personnel volunteering for professional service for and on behalf of the School Committee will be paid at the rate of \$30.00 per hour, or \$150.00 for a full five (5) hour day, or a pro-ration of one (1) over the number of days in the teachers' work year of his or her regular salary for each full day of such work, as determined by the School Committee at the time the work is offered, unless such work is being done for in-service credit or pursuant to Article 4.8 or under a grant in which case the rate of pay specified in the grant will be paid to the teacher provided that the grant rate is not less than \$20 per hour. Credits will be awarded on the basis of procedure as outlined in Section 13.4.3. Credits will be applied towards degree column salary increases.
- 6.4 If during the school year, one or more teacher days remain to be completed to fulfill the days of the teacher year, such days may be contracted with the building principal for completion during vacations or summer months, providing the administration has no other plans for the utilization of any of the remaining days. These provisions may be varied only by mutual agreement of the parties to a maximum of five days.

Such contract with the principal must be in writing and consist of the following components:

- (1) Date(s) when activity is to be accomplished.
- (2) A clear description of the activity or task involved.
- (3) Evidence of the completed task or activity.
- (4) Signatures of principal and teacher.

A copy will be retained by the principal and teacher and a copy forwarded to the Superintendent. It is understood that activity or task is one which is not considered as part of a teacher's "normal" or "everyday" responsibilities; and, such tasks or activities will be scheduled as a normal work day of seven (7) hours rather than miscellaneous hours.

However, there may be occasions when less than a full day would be more beneficial and appropriate. Any such requests will have to have the approval of the building principal as well as the Superintendent, but in no case will such activity be less than one-half day (3 ½ hours). Beginning in the 1998-1999 school year, the teachers' work year is 185 days of which no more than 180 days will be with students in attendance. The additional five (5) days will be utilized for orientation, staff and district meetings, and/or professional development. One unassigned half day will be given at the beginning of the year for classroom preparation and for completing required, independent, professional responsibilities.

Each building shall establish a professional development committee to recommend appropriate activities for the four (4) system-wide professional development days. Annually, each building principal shall ask educators interested in serving on the committee to submit a statement of interest. The principal shall have the final determination regarding who shall serve on the committee in a given year. Service on the committee is voluntary.

## ARTICLE VII - HOURS OF SERVICE

- 7.1 The teachers' academic workday shall not exceed seven (7) hours. The academic workday shall mean the time each teacher is required to be in school unless otherwise specified in this contract. The starting time for teachers will be no earlier than 7:20 for secondary teachers and no earlier than 8:20 for elementary teachers. In the event that a teacher has duties that may require starting the school day at an earlier hour, the teacher will be released that much earlier in the afternoon.
- 7.2 The Committee will schedule a half day of release time for teachers at the conclusion of each marking term in order for teachers to work on report cards. The School Committee will provide a full day for special education staff to do paperwork at the end of each quarter.
- 7.3 Double Sessions - In the event that the School Committee deems it necessary to place any school building in the Town of Hadley on double sessions while this Agreement is in effect, it is agreed that this Agreement may be reopened for the sole purpose of negotiating hours of service in such building and for no other purpose.
- 7.4 The academic work day shall not include the time for "duty free" lunch periods.
- 7.5 Teachers may be excused during the academic work day for emergency reasons at the discretion of the building principal.
- 7.6 Teachers will remain in the building each day during school hours unless they have duties in one or more buildings or unless they have permission to leave the building from the building principal or his/her designee. Such permission shall not be arbitrarily or unreasonably withheld.
- 7.7 Remaining Beyond Required Hours - Professional education personnel shall be required to remain beyond the end of established school day for the following reasons:
  - 7.7.1 Teachers will make themselves available to meet with pupils and parents. Teachers, after school hours, may respond to parent contact, electronic or otherwise, at their discretion within two school days. Professional Development Days will begin at 8:00a.m. for all staff.
  - 7.7.2 Staff, Central Administrative Meetings - Unless excused, professional educational personnel shall attend all meetings which may be called by the Superintendent, or the building principal. Teachers shall take part in these meetings as shall be assigned to them. At least a twenty-four (24) hour notice shall be given when practicable by the person calling the meeting. The number of meetings will not exceed one in any week with the exception of meetings for detentions, graduation business, TEAM meetings, pupil help sessions, and parent meetings.
  - 7.7.3. Classes Scheduled After School Hours - When teachers are required to teach hours other than the normal hours, they will not be scheduled for more than thirty-five (35) hours in one week nor more than eight (8) hours in one day, except where extra compensation is involved.
  - 7.7.4. Teachers will participate in one evening parent-teacher meeting period annually of no longer than 3.5 hours in duration to be scheduled by the building principal. In return for this time, teachers will only be required to work a morning half day the day after the scheduled evening parent-teacher meetings. It is understood, then, that the intent is to trade time with the teachers--a half work day for the equivalent time to be used in the

evenings for parent-teacher meetings. It is further understood that this evening parent-teacher meeting will replace one of the normally scheduled half-day elementary school parent-teacher conferences. The same agreement regarding evening of work and a half-day following is applicable to Open House. For overnight field trips, faculty and school nursing staff, who attend the trip, will be granted 1 day of comp time in exchange for the time they spent on "duty" at night, during school vacation and/ or on the weekends during the trip. The comp day shall be used within five (5) school days of the trip. Comp days shall be subject to the same conditions as delineated for personal days in 8.2.4 paragraph 2.

- 7.7.5 The administration will make an effort to limit the length of staff and central administrative meetings to 60 minutes (excluding IEP/504 meetings) with the understanding that meetings will commence after buses have departed.
- 7.8 Special Service Personnel - Special professional educational services personnel servicing more than one school at which the beginning and ending hours differ shall be directed by the beginning and ending time of the school in which the personnel have their first and last assignment, respectively, provided that this time does not exceed the normal work week of thirty-five (35) hours.
- 7.9 Teaching Loads in Primary Grades - All parties to the agreement recognize that the assignment of primary pupils involves administrative determinations based upon the geographical distribution of pupils, the availability of space, the availability of teaching, administrative and service personnel, and integration of school bus routes, the availability and use of materials, the coordination of programs in special fields, the health, comfort, safety and well-being of the students. To the extent practicable, at the option of the Superintendent of Schools, the School Committee and the Central Administration will also take into account, in assigning primary pupils, the desirability of equalizing the pupil-teacher ratio in the primary grades.
- 7.10 The duty-free lunch period for professional educational personnel shall be assigned by the appropriate principal. In no case shall a teacher in a single-session school be assigned less than a twenty (20) minute free lunch period for each full day that the school is in session; nor shall a teacher in a two-session school be assigned a duty-free lunch period less than the time equivalent to the length of the pupils' lunch period for such two-session schools.
- 7.10.1 In the event the school nurse is unable to leave the school health office for a lunch break during the work day due to health office demands, or if the lunch break is interrupted in order to attend to students or staff due to an urgent or emergent medical situation, compensation will be reflected in the nurse's ability to leave 20 minutes earlier at the end of the school day once students are gone. In the event that they are required to attend an after-school meeting on said day, they will have the option to leave 20 minutes early on an alternative afternoon.

#### ARTICLE VIII - BENEFITS AND LEAVE

- 8.1 Benefits - These benefits are provided to protect professional educational personnel against financial loss during periods of illness, personal need, and professional improvement.
  - 8.1.1. Compensation - These benefits preclude compensatory salary payment to personnel for privileges not used. Salary shall be paid where provided, only when authorized leave has been taken. Unless otherwise provided, all unused leave privileges shall cease to be applicable at the end of the employment year. However, leave privileges shall begin

anew or continue to accumulate as provided herein, at the outset of the new contractual year.

- 8.1.2. Continuous Accumulation of Benefits - Unless otherwise stated, benefits shall continue to accumulate as though actual service was not interrupted. Use of such benefits shall continue upon the resumption of duty. Suspension of benefits shall not include health plan and term life insurance.
- 8.1.3. Written Requests for Leave - All requests for leave, which do not have specific notice requirement provided for herein, must be made in writing at least 48 hours before said leave is to begin. Letters of request or notification shall be mailed, forwarded by inter-school mail, delivered in person or hand-carried by others to the Superintendent of Schools.
- 8.1.4. Benefits other than medical will be prorated for part-time teachers or teachers hired after the start of the academic year.

## 8.2 Leaves With Pay

- 8.2.1. Staff members in the Hadley School System shall be granted fifteen (15) days per year sick leave to be available for personal or family illness. Sick leave may be accumulated to two hundred (200) days. The Superintendent or his/her designee may require sick leave medical certification for any absence from work under the Family and Medical Leave Act of 1993 or the Massachusetts Maternity Leave Act. In addition, medical certification may be required for any absence of three or more consecutive days, as well as, in instances where there is excessive, patterned, or reason to believe there is an abuse of sick leave. Medical certification may also be required for any sick leave to be used for family illness in the same manner as can be requested for the employee's use of such sick leave.
- 8.2.2. As occurring day by day, sick leave shall be granted by the employee's Principal upon oral notification of illness. Such leave shall be granted only to employees unable to perform their duties as a result of sickness or injury (of members of their families or themselves). Notification of initial absence shall be made the evening before such absence or not later than between 6:30 a.m. and 6:45 a.m. for high school personnel and 6:45 a.m. and 7:00 a.m. for elementary personnel on the day when such absence will occur. Teachers will call only if not coming into work.
- 8.2.3. Sick Leave Bank - The intent in establishing a sick leave bank is to assist a teacher to cover catastrophic illness after cumulative sick days are exhausted.

A sick leave bank is hereby established to be maintained for teachers under the following conditions:

- 1. The maximum amount of days available in the Sick Leave Bank during any year will not exceed 180 days. The amount of days shall be carried over from year to year.
- 2. If needed to reach the maximum number of days, each teacher, (except first-year teachers who are excluded from the provisions of the Sick Leave Bank), will donate one (1) day of his/her sick leave into a bank. The Superintendent's office shall provide each employee with information regarding sick time used and sick time available. Sick time used shall include time donated to the sick bank per

section 8.3.2.2. and 8.3.2.3. The Superintendent will provide a balance of the sick bank to the HEA on an annual basis.

3. An additional day will be donated to the Sick Leave Bank by each eligible teacher as the need arises.
4. Sick Leave Bank days can be granted only for illness/accident of the eligible teacher.
5. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.
6. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The maximum number of Sick Leave Bank days granted to a teacher who has requested days shall not exceed one hundred (100) days for any one illness.
7. The Sick Leave Bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the President of the Association and two (2) members of the School Committee and the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank by personnel, and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave.
  - a. Adequate medical evidence of serious illness.
  - b. Prior utilization of all eligible sick leave.
  - c. Length of service in the Hadley School System.
8. The decision of the Sick Leave Bank Committee shall not be subject to the grievance procedure contained in this Agreement.

- 8.2.4. Personal Day - An employee shall be entitled to three (3) personal days off each school year, provided that the Superintendent is given 48 hours prior written notice of intent to take said personal day.

Personal days shall not be utilized the day before or after a holiday or to extend a vacation. In certain circumstances, and only with the Superintendent's approval, personal days may be utilized the day before or after a holiday or to extend a vacation. The number of teachers granted use of personal days for the day before or after a holiday or to extend a vacation shall not exceed three (3) from Hopkins, and three (3) from the Elementary School on any given date. The Superintendent's decision on whether to approve a teacher's request for personal day(s) before or after a holiday or to extend a vacation shall not be subject to grievance arbitration (Article 5.2.5.). Up to seven (7) hours of unused personal days will be transferred to the staff member's accrued sick time at the end of the school year.

- 8.2.5. Memorial Service Representative - A reasonable sized delegation from the School to which the member is assigned shall be able to accompany a member to the memorial services for that member's immediate family. Time will be granted as needed, but less than one day each time, without loss of salary or personal or sick leave time

- 8.2.6. Death in the Immediate Family - Up to five (5) work days of leave may be taken for the death in the immediate family, as allowed by the Superintendent, to arrange for and attend the funeral and deal with other associated issues without being charged sick leave or personal leave. Immediate family shall mean wife, husband, son, daughter, father, mother, domestic partner.

Up to three (3) work days of leave may be taken for the death of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, and brother-in-law and other members of the employee's immediate household. At the discretion of the Superintendent, bereavement leave may be granted for the death of someone not in the employee's immediate household.

- 8.2.7. Professional Leave - Each teacher shall be entitled to three (3) days from the 180 pupil days to attend workshops, conferences, or visitation days to other school systems per year. These days must be requested in advance and approved by the appropriate Administrator and the Superintendent. The School System will make reasonable efforts to provide a substitute, when necessary, when the teacher is absent for this purpose.

Reimbursements include salary and reimbursement for reasonable expense incurred by participation in authorized activities. This reimbursement does not apply to conventions sponsored by affiliate educational associations of the local teachers' organization unless, in the judgment of the Superintendent, they are of such nature as to be applicable.

Any professional staff member incurring personal automobile expenses, such expense having prior approval of the Superintendent resulting from an activity directly concerned with his/her professional duties, shall be reimbursed for mileage at the rate of not less than the maximum paid employees of the Town of Hadley. Expense for other modes of transportation must be approved by the Superintendent prior to departure. In using these other modes of transportation, the staff member will provide receipts for such expenses to the Superintendent.

- A. If a teacher, because of injury sustained in the course of and arising out of teacher's employment, is receiving benefits under § 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the School Committee shall pay to such teacher each pay period so long as such teacher is receiving benefits under said § 34, an amount equal to the difference between the teacher's salary at the time of such injury and amount of weekly indemnity being received by the teacher. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave by such teacher's per diem rate. (Total amount payable plus number of teacher's accumulated sick days times teacher's per diem rate). The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to the teacher under this article divided by teacher's per diem rate. (# that accumulated sick days is reduced by = total sum paid to teachers divided by teacher's per diem rate).
- B. If the illness or injury of a teacher comes within the purview of both this section and 8.2.1., it shall be deemed to come within the purview of this section, and such teacher shall not be paid any benefits pursuant to 8.2.1. for such illness or injury, except as is provided in the preceding paragraph.

### 8.3 Leave Without Pay

8.3.1. Parental Leave - This Parental Leave provision shall be available only to employees who meet the eligibility provisions of G.L., C. 149, § 105D, by completing ninety (90) days of service.

- A. An employee who has been employed at least three (3) consecutive months as a full-time employee will be granted an unpaid leave of absence for a period not exceeding eight (8) weeks for the purpose of childbirth or for the placement of a child under the age of 18 (or under the age of 23 for a child with disabilities) for adoption; providing that the employee shall give at least two (2) weeks' notice of his/her anticipated date of departure and intention to return. In the event the employee gives such notice, the employee shall be restored to his/her previous position or a similar position with the same status and pay. The employee may use up to eight (8) weeks of accumulated sick time, if such time is available and if such time is taken concurrently. If the employee does not have sufficient sick time, the leave will be unpaid. Such parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible at the date of his/her leave, and any other advantages or rights or his/her employment incident to his/her employment position; provided, however, that such parental leave shall not be included when applicable in the computation of such benefits, rights and advantages; and provided, further, that the School Committee need not provide for the cost of any benefits, plans or programs during the period of parental leave except as provided for all employees on leave absence. Nothing in this section shall prevent the Superintendent from extending a parental leave of absence beyond eight (8) weeks, and/or in accordance with the F.M.L.A. of 1993. Beyond use of accumulated sick leave, persons on this leave shall receive no pay unless approved for additional sick leave pursuant to 8.2.3.7. Sick leave may be used only to provide payment for scheduled teacher workdays missed. This leave shall be on a consecutive calendar week basis and after the first eight (8) weeks of leave is completed, no sick days may be used except where a teacher is disabled as provided in 8.2.1.
- B. All requests for extension or renewal of leaves will be applied for and granted, in writing.

8.2.8 A member of the bargaining unit may utilize two (2) days for religious observances. Notice of intention to utilize such leave, which must identify the holiday, shall be given in writing to the immediate supervisor at least fourteen (14) days in advance and is subject to Superintendent approval.

8.3.2. The School Administration will grant leave pursuant to the provisions of the Family and Medical Leave Act of 1993. In such circumstances Administration may require employee verification of eligibility for FMLA leave in accordance with Federal Law.

8.3.3. Military Leave - Military leave will be granted according to the provisions of Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

8.3.4. Jury Duty - An employee called to serve shall continue to receive his/her full pay provided they sign over all jury pay to the Town Treasurer.

- 8.3.5. Expiration of Sick Leave - Professional educational personnel with an illness or recuperative period which is anticipated to extend beyond fifteen (15) continuous days following the last paid sick leave day must request prior to that date a leave of absence, without pay, for the time deemed necessary for recovery. A doctor's statement attesting to the illness or recuperative period must be submitted upon request of school officials. The Superintendent may grant up to three (3) employment years of unpaid medical leave. All benefits are suspended except for medical insurance and life insurance during which period the total cost of the premiums shall be made by the employee. If an unpaid medical leave is granted for a teacher's own illness and not that of a teacher's family member, all benefits are suspended except for medical insurance and life insurance during which period the employee must continue to contribute his/her share of the premium costs.
- 8.3.6. Other - Leaves of absence without pay may be granted or denied at the discretion of the Superintendent for purposes of further study, service in the Peace Corps or VISTA, service as an exchange teacher or for other reasons determined by the Superintendent. Professional staff members, upon return from leave of absence for the above reasons, will be entitled to all benefits they would have obtained during the period of their absence.

#### 8.4 Sabbatical Leave

Sabbatical Leave of Absence - Sabbatical leave may be granted for the purpose of studying, to travel, or to benefit from a foundation or federal grant. The Superintendent may grant sabbatical leave to any member of the staff for professional improvement subject to the following conditions:

Number of Leave - No more than two (2) of the education staff shall be absent on sabbatical leave at any one time. No more than one teacher from a particular department or grade will be absent on sabbatical leave at one time.

Advance Notice for Sabbatical Leave - Requests for sabbatical leave shall be received by the Superintendent of Schools in writing in such form as may be required no later than January 15 preceding the employment year for which the professional leave is requested, and action will be taken by May 15. In unusual circumstances, these time limits may be waived.

Minimum Continuous Service - A person shall be eligible for sabbatical leave after completion of six (6) continuous years, or ten employment years, of satisfactory service in the Hadley School System or any time after that provided they have not had such leave within the previous six (6) years.

Compensation - Personnel on professional leave shall be paid at fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.

Commitment to Return - A member of the professional staff accepting such leave shall enter into a written agreement with the Hadley School Committee in accordance with provisions of Chapter 71, Section 41A of the General Laws of the Commonwealth of Massachusetts. (If the applicant does not return for the stated period after leave, he/she is required to refund a proportionate amount of the salary he/she received while on

sabbatical unless the failure to return is due to illness, disability, discharge, death, or other circumstances beyond the control of the individual).

Benefits and salary scale steps accrue as though service was continuous limited to one employment year. The decision of the Superintendent and School Committee relative to a request for Sabbatical Leave shall be non-abatable and not subject to the grievance procedure of this Agreement.

8.5 .

#### ARTICLE IX - INSURANCE, DUES AND CREDIT UNION

- 9.1 Term life, health plan, individual or family plan will be reimbursed at a percentage provided by the Town, but in no case, where legally possible, less than 50%.

A \$2,000 term life insurance plan of the type presently available to teachers, if eligible for benefits as determined by the Town of Hadley.

Individual or family coverage, whichever is applicable in the particular case, for the health plan, or equivalent, of the type presently available to teachers.

- 9.2 The School Committee agrees to sponsor the tax-deferred savings and investment plan.
- 9.3 All professional staff members, as employees of the Town of Hadley, are entitled to the benefits of Worker's Compensation as offered by the Town of Hadley.
- 9.4 The School Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and in accordance therewith, shall certify to the Treasurer of Hadley all payroll deductions for the payment of dues to the Association duly authorized employees covered by this contract.
- 9.5 Upon proper authorization by the teacher, the School Committee agrees to deduct from any teacher's salary those monies designated by that teacher to the Massachusetts Teachers Association Credit Union.
- 9.6 Surviving spouses of deceased teachers shall have the opportunity to contribute, at the group rate, the cost of maintaining health insurance, individual or family.
- 9.7 The School Committee agrees to allow employee contributions to health insurance, group term life insurance and other forms of insurance (where appropriate), to be paid with pre-tax earnings (Section 125 plan).

#### ARTICLE X - SUBSTITUTE TEACHERS

- 10.1 Long-term Substitute - A long-term substitute is one who serves thirty (30) or more consecutive school days, or where the Superintendent makes a determination at the time of the assignment that the teacher will be serving thirty (30) or more consecutive days.

A long-term substitute will be placed on the teacher salary schedule at the first level of the Bachelor's column, or at a higher step at the sole discretion of the Superintendent, as long as such

placement is in accordance with degree and experience. Long-term substitutes will not be entitled to the benefits of the collective bargaining agreement.

- 10.2 Whenever a substitute is employed on a yearly basis replacing a teacher who is on leave of absence, such long-term substitute shall be placed on the regular salary schedule according to years of service and professional preparation.
- 10.3 Teachers regularly employed in the Hadley School System will not be expected to fill in for sick or unavailable colleagues except in an emergency and will be compensated at ten dollars (\$10) per coverage. When a teacher is asked to substitute for a principal, he/she will be compensated at twenty dollars per day (\$20) in addition to the teacher's normal per diem remuneration rate.
- 10.4 Every effort will be made to provide substitute teachers for all areas of instruction, including specialists, during the life of this Agreement.

#### ARTICLE XI - VACANCIES AND PROMOTIONS

- 11.1 Vacancies within the bargaining unit in any professional position or new position including summer school, federal programs and evening schools in the Public Schools of Hadley will be adequately publicized by the Superintendent by means of a written notice displayed in every school as far in advance of the appointment as possible.
- 11.2 No vacancy will be filled during the school year, except on a temporary basis, within five (5) days from the date the notice is posted and the Association is notified. The School Committee will email a vacancy notice to the President of the Association and the two (2) building representatives of all postings provided the Association furnishes the Superintendent's office with the appropriate points of contact by the start of each academic year.
- 11.3 If a vacancy occurs after the close of the schools in June and before they open in September, the Superintendent shall email a copy of such notice to the Association and bargaining unit members. Such vacancies will not be filled within ten (10) days of the emailing of such notices. After August 1, Superintendent and HEA President may agree to waive posting prior to filling a vacant position.
- 11.4 All certified teachers will be given adequate opportunity to make application for such vacancies. Applications must be filed in writing with the Superintendent within the time limit specified in the notice.
- 11.5 All vacancies shall be filled on the basis of the professional backgrounds and attainments of all applicants. When all other factors are substantially equal, preference will be given to qualified employees of the Public Schools of Hadley.
- 11.6 Permanent appointments to all such vacancies will be made as soon as possible.
- 11.7 Resignation of employment by any professional employee must be preceded by written notice of thirty (30) days. Waiver of the termination notice requirement may be granted if both the Superintendent and the employee agree to such waiver.
- 11.8 In the event a teaching position is eliminated, the teacher who held that position will be given first consideration for any existing vacancy, provided that teacher has the necessary qualifications.

## 11.9 Reductions in Staff:

11.9.1. The reduction in force language shall apply to teachers with PTS only. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in the bargaining definition, the Administrator will take into consideration length of service, ability, and/or certification; and when all the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. The laid-off employee, or employee whose position is eliminated shall: (A) be transferred to an open position for which he/she is qualified or could become qualified before the effective date of the layoff, or (B) replace an employee with the lowest seniority anywhere within the Hadley School System in an area which the laid-off employee is qualified.

“Qualified” means that the teacher has on file with the Office of the Superintendent evidence that he/she possesses the necessary certification or can obtain said certification by the effective date of his/her lay-off. “Seniority” means a teacher’s continuous length of service in years, months, and days in the bargaining unit from the teacher’s first day of work as a bargaining unit member. Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement.

In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training.

11.9.2. Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the lay-off.

11.9.3. Teachers who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective lay-offs, but under no circumstances more than two (2) years. During the recall period, the Superintendent will notify teachers by certified mail only for those positions which the teachers have on file with the Superintendent. Teachers who are certified or could become certifiable by the time the position is open will be eligible for such positions. During the recall period, teachers who have been laid-off shall be given every consideration for substitute work, if they so desire. Teachers who have been laid-off may continue group health and life insurance coverage during the recall period by reimbursing the Town for premium cost.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Administration and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated “Seniority List” shall be supplied by the Superintendent annually thereafter.

## ARTICLE XII – TEACHING FACILITIES

12.1 It is desirable that each school building have the following facilities:

Space in each classroom shall be provided in which teachers can safely store instructional materials and supplies.

A teacher work area containing adequate equipment and supplies of instructional materials and accessible to teachers at all times shall be provided.

A teacher rest area adequately furnished with clean rest room facilities will be provided whenever possible.

### ARTICLE XIII – ACADEMIC

The private and personal life of any professional employee is not within the appropriate concern or attention of the School Committee except as it may reflect adversely on the employee's responsibilities and relationships with students, parents, and the community.

### ARTICLE XIV- SALARIES AND COMPENSATION

- 14.1 During the term of this agreement all personnel within the unit shall be paid in accordance with the applicable salary schedules and other guides for the payment of compensation, which are a part of or attached to this agreement. Teachers shall have the option of receiving their annual compensation in either twenty-two (22) or twenty-six (26) pay periods. Any changes for the upcoming school year must be requested prior to July 1<sup>st</sup> each year. If a change is not requested, the previous year's method will be continued. The default payment method will be twenty-two (22) pay periods. A newly hired Teacher will have three (3) calendar days to select their payment option. If there is a weather or other emergency that occurs on a payday, paychecks will not be available under any circumstances until the next business day that the Superintendent's office is Open.
- 14.2 Any teacher with fifteen (15) consecutive years of service who retires with one hundred (100) or more sick days unused from the Hadley School System will receive a three thousand dollar (\$3,000) sick leave buy back.
- 14.3 Placement on Salary Schedule
  - 14.3.1. A teacher elected to employment by an administrator will be placed on at least the step on the salary schedule in accord with degree status and teaching experience.
  - 14.3.1. Part-time teachers will be paid on a pro rata basis as will other benefits.
  - 14.3.2. Additional credit may be allowed for other related experience upon recommendation of the Superintendent.
  - 14.3.3. In order for an employee to qualify for movement from the Master's column to the Master's +30 column previously utilized credits (college and in-service) cannot be used again.
  - 14.3.4 Unless otherwise approved by the Superintendent of Schools, all credits (college and in-service) to be used in moving from one column to another must be at a level above the employee's existing degree status.
  - 14.3.5 When a teacher qualifies for movement to a superior salary column between September 1 and December 31, the movement will be made as of January 1. When a teacher qualifies for this movement between January 1 and August 31, the movement will be made as of September 1. For budget planning purposes, to qualify for a column movement and or

degree status change for September 1 or January 1, the teacher must notify the Superintendent in writing by no later than January 15 of the preceding fiscal year (i.e. for a column/degree status change in September 2010 or January 2011, the individual would have been required to notify the Superintendent in writing on or before January 15, 2010). Qualification means that the teacher has completed requirements for the movement and the Superintendent receives official notification of fact.

- 14.3.6 No teacher with professional teaching status (PTS) will be dismissed, disciplined, reprimanded, reduced in rank or compensation without just cause. If a teacher with PTS is given a disciplinary action involving a dismissal from employment, the teacher (if he/she wishes to appeal the discipline) will follow the procedures set forth in M.G.L., C. 71, § 42. If a teacher wishes to appeal a suspension, the teacher may elect either to follow the grievance procedure to arbitration or follow the procedure set forth in the Education Reform Act of 1993.

No teacher without PTS will be disciplined (except as provided below), reprimanded, or reduced in rank or compensation without just cause. If a teacher without professional teaching status is dismissed from employment he/she will follow the procedures set forth in the Education Reform Act of 1993, if he/she wishes to appeal the discipline.

- 14.4.1. Teachers shall move up one step each year.

#### 14.4.2 Retirement

Teachers who retire after 15 consecutive years in the Hadley School System and who submit their notice of retirement to the Superintendent by September 1 of the year before the Retirement takes effect (e.g., a teacher planning to retire in June 2011 will need to submit his/her retirement notification by September 1, 2009 in order to qualify for the full retirement incentive), will be paid \$1,000 in addition to their regular salary during the last year of employment.

Retirement incentives will only be provided if the said retirement becomes effective between the end of one school year and the beginning of the next school year.

#### 14.4.3 In-Service Credits

In-Service credits which are utilized for level or column movement on the salary schedule shall be approved in advance by the Superintendent and in accordance with the following scale: 12 hours of in-service = 1 college credit.

In-Service workshops or seminars of at least three (3) hours shall accumulate towards one or more In-Service credits based on the following formula:

Three (3) hours =	¼ In-Service Credit
Six (6) hours =	½ In-Service Credit
Nine (9) hours =	¾ In-Service Credit
Twelve (12) hours =	1 In-Service Credit

In-Service credits will only be awarded in increments of ¼ credit (3 hours). In-Service credit may be awarded at the Superintendent's discretion for several related workshops or seminars of less than three hours, if when combined these workshops or seminars total

three hours or more. Such requests must be submitted in advance on a single In-Service Request Form for approval by the Superintendent.

Upon completion of the requested seminar or workshop, documentation of the required hours of training by the In-Service provider must be submitted to the Superintendent for verification prior to awarding credit.

#### 14.5 Professional Improvement

14.5.1. Approved study credits shall mean all courses including degree or diploma programs, workshops, seminars, and professional improvement projects as approved in advance by the Superintendent. All credits approved by previous Superintendents will be honored.

14.5.2 Tuition at the University of Massachusetts at Amherst rate for a total of ten (10) courses per year, subject to approval of the Superintendent, will be offered to bargaining unit members. These courses may be taken during the summer as well as during the school year. No more than one course may be taken per teacher per year, unless the full rotation of the list has occurred in the same year, in which case a teacher may be eligible for an additional course.

Applicants will be chosen from a rotating eligibility list. Each person on the list will have no more than two (2) academic years to apply for a course tuition reimbursement. A person who either takes a course or has the time period elapse will be placed at the end of the rotation.

The Association will prepare and monitor the rotating eligibility list.

The School Committee will reimburse teachers for the cost of the course(s) up to three credit hours at 50% of the University of Massachusetts continuing education rate upon successful conclusion of the course with a passing grade, in the event of a pass/fail course or a grade of at least a B for courses within the teacher's subject area, or a grade of at least C or better in courses outside of the teacher's subject area.

14.5.3 Annually, the School Committee shall create a conference account for teachers. Each teacher shall have up to one hundred fifty dollars (\$150.00) per year available to him/her for attendance at conferences.

14.6 Termination of Contract – If a teacher's contract is terminated before the last day of the contract year, the salary earned shall be deemed to be the annual salary rate divided by the number of work days in the contract year and multiplied by the number of days which the concerned employee actually worked.

14.7 A teacher is required to possess a Masters' degree to be eligible for the M+60 column.

#### ARTICLE XV – EXISTING CONDITIONS

15.1 All terms and conditions of employment not covered by this agreement shall be subject to the Superintendent's direction, but this shall not preclude the Association's right to negotiate, as prescribed in Chapter 150E of the General Laws, on contemplated changes in present conditions.

Therefore, before a change is made in present policy concerning wages, hours and conditions of employment, the President or Vice President of the Association will be notified of the

contemplated change in writing. Should the Association fail to request a meeting to negotiate on this matter within fifteen (15) days following such notification of a contemplated change, there shall be no obligation on either party to meet.

Any agreement reached between the parties will be reduced to writing and made part of this Agreement.

- 15.2 If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of re-negotiating the provision or provisions affected.

15.3

#### ARTICLE XVI – COMPLAINT PROCEDURE

- 16.1 If a complaint is made to the administration or School Committee, then the administration will inform the teacher against whom the complaint was made within three (3) workdays of the receipt of the complaint; unless there will be an investigation undertaken regarding the complaint, in which event, the teacher will be informed at the conclusion of the investigation. The teacher shall be informed of the name of the individual(s) who made the complaint; the nature of the complaint; to whom the complaint was made; whether the complaint was written or verbal; and the original date that the complaint was received.
- 16.2 If a signed complaint by a parent, student, or other person about a teacher is to be used in an evaluation, the teacher will be informed of the intent to use the complaint as soon as it is reasonably determined that it will be used in the evaluation. No complaint against a teacher shall be included in the teacher's personnel file unless the complaint has been used in an evaluation of the teacher, or had been used in a disciplinary action involving the teacher. No anonymous complaint may be used in an evaluation. In all cases, a teacher may file a statement to be attached to the complaint. When a complaint or concern is received about a teacher, the School Committee and the school administration will keep the matter private when appropriate under the circumstance.
- 16.3 It is the goal of the School Committee and the Association that when an individual has a complaint against a teacher, the complainant and the teacher will attempt to resolve the complaint. When the complaint cannot be resolved between the complainant and the teacher, further efforts toward resolution shall be encouraged through meetings with the principal, superintendent, and the school committee, in that order, as may be appropriate to the particular circumstance.

#### ARTICLE XVII – DURATION

- 17.1 The contract shall be in effect from August 26, 2022 until August 25, 2025. The parties agree that not later than January 15, 2025 they will enter into negotiations for a successor contract.

If a successor Agreement is not reached before the expiration date of the existing contract, the existing contract will remain in full force and effect until a successor Agreement is reached. There shall be no strikes or work stoppage as defined in G.L., Chapter 150E, Section 9A.

**Salary Schedule**

**2022-2023**

<b>FY23</b>	<b>3.0%</b>						
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/CAG S</b>	<b>PhD/EdD</b>
<b>1</b>	47,119	51,413	52,633	54,284	56,248	57,815	58,234
<b>2</b>	48,534	52,955	54,212	55,913	57,936	59,549	59,981
<b>3</b>	49,989	54,546	55,837	57,589	59,675	61,335	61,779
<b>4</b>	51,489	56,180	57,512	59,318	61,465	63,175	63,633
<b>5</b>	53,033	57,866	59,239	61,088	63,309	65,070	65,541
<b>6</b>	54,626	59,603	61,015	62,930	65,208	67,024	67,508
<b>7</b>	56,264	61,391	62,846	64,818	67,164	69,034	69,535
<b>8</b>	57,951	63,231	64,732	66,763	69,181	71,105	71,619
<b>9</b>	59,690	65,128	66,673	68,766	71,254	73,238	73,767
<b>10</b>	61,480	67,085	68,766	70,828	73,392	75,435	75,979
<b>11</b>	63,326	69,095	71,229	72,954	75,595	77,698	78,258
<b>12</b>	65,226	71,169	72,856	75,142	77,862	80,029	80,607
<b>13</b>	67,182	73,304	75,043	77,395	80,198	82,430	83,024
<b>14</b>	69,197	75,503	77,293	79,703	82,604	84,907	85,516
<b>15</b>	71,276	77,767	79,611	82,111	85,083	87,450	88,081

**2023-2024**

<b>FY24</b>	<b>3.0%</b>						
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/CAG S</b>	<b>PhD/EdD</b>
<b>1</b>	48,533	52,956	54,212	55,913	57,936	59,549	59,981
<b>2</b>	49,990	54,544	55,838	57,590	59,675	61,336	61,780
<b>3</b>	51,489	56,182	57,512	59,317	61,465	63,176	63,633
<b>4</b>	53,033	57,866	59,237	61,097	63,309	65,070	65,542
<b>5</b>	54,624	59,602	61,017	62,921	65,208	67,022	67,507
<b>6</b>	56,265	61,391	62,846	64,818	67,165	69,035	69,534
<b>7</b>	57,952	63,233	64,732	66,762	69,179	71,105	71,621
<b>8</b>	59,689	65,128	66,674	68,765	71,256	73,238	73,768
<b>9</b>	61,480	67,082	68,673	70,829	73,392	75,435	75,980
<b>10</b>	63,324	69,097	70,829	72,953	75,593	77,698	78,258
<b>11</b>	65,226	71,168	73,365	75,142	77,863	80,029	80,606
<b>12</b>	67,183	73,304	75,042	77,396	80,198	82,430	83,025
<b>13</b>	69,197	75,503	77,294	79,717	82,604	84,903	85,515
<b>14</b>	71,273	77,768	79,612	82,095	85,082	87,454	88,081
<b>15</b>	73,414	80,100	81,999	84,574	87,636	90,074	90,724

**2024-2025**

<b>FY25</b>	<b>3.0%</b>						
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>M15</b>	<b>M30</b>	<b>M45</b>	<b>M60/CAG S</b>	<b>PhD/EdD</b>
<b>1</b>	49,989	54,545	55,838	57,590	59,674	61,336	61,781
<b>2</b>	51,489	56,180	57,514	59,318	61,465	63,176	63,634
<b>3</b>	53,033	57,868	59,238	61,097	63,309	65,071	65,542
<b>4</b>	54,624	59,602	61,015	62,930	65,208	67,022	67,509
<b>5</b>	56,262	61,390	62,847	64,809	67,164	69,033	69,532
<b>6</b>	57,953	63,233	64,731	66,762	69,179	71,106	71,620
<b>7</b>	59,690	65,130	66,674	68,765	71,255	73,238	73,770
<b>8</b>	61,480	67,081	68,675	70,828	73,394	75,435	75,981
<b>9</b>	63,325	69,094	70,733	72,954	75,594	77,698	78,259
<b>10</b>	65,224	71,170	72,954	75,141	77,861	80,029	80,606
<b>11</b>	67,183	73,303	75,566	77,397	80,199	82,430	83,024
<b>12</b>	69,198	75,503	77,293	79,718	82,604	84,903	85,516
<b>13</b>	71,273	77,768	79,613	82,109	85,082	87,450	88,080
<b>14</b>	73,412	80,101	82,000	84,557	87,635	90,078	90,724
<b>15</b>	75,617	82,503	84,459	87,111	90,265	92,776	93,446

IN WITNESS WHEREOF the parties of this Agreement have caused these presents to be excused by their agents hereto duly authorized, and their signatures to be affixed hereto, as of the date appearing after each signature.

HADLEY EDUCATION ASSOCIATION

\_\_\_\_\_  
Kenneth Richards  
President

\_\_\_\_\_  
07/08/2022  
Date

HADLEY SCHOOL COMMITTEE

\_\_\_\_\_  
Humera Fasihuddin  
Chairperson

\_\_\_\_\_  
07/08/2022  
Date

**Appendix A – Extracurricular Positions**  
**Appendix A - Extracurricular Positions**

<b>EXTRA-CURRICULAR (ATHLETICS)</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024 - 2025</b>
	<b>3% COLA</b>	<b>3% COLA</b>	<b>3% COLA</b>
Athletic Director	15560	15607	15654
	16041	16089	16137
	16538	16588	16638
Baseball & Softball - Varsity	4117	4129	4141
	4448	4461	4474
	4790	4804	4818
Baseball & Softball - JV	2388	2395	2402
	2594	2602	2610
	2801	2809	2817
Baseball & Softball - MS	1600	1605	1610
	1737	1742	1747
	1868	1874	1880
Basketball - Varsity	4850	4865	4880
	5261	5277	5293
	5671	5688	5705
Basketball - JV	2907	2916	2925
	3163	3172	3182
	3394	3404	3414
Basketball - MS	1939	1945	1951

	2109	2115	2121
	2268	2275	2282
Cheerleading - Varsity	2733	2741	2749
	2961	2970	2979
	3193	3203	3213
Cheerleading - JV	1584	1589	1594
	1718	1723	1728
	1851	1857	1863
Cheerleading - MS	1144	1147	1150
	1240	1244	1248
	1331	1335	1339
Cross Country	2919	2928	2937
	3151	3160	3169
	3404	3414	3424
Golf	3113	3122	3131
	3208	3218	3228
	3308	3318	3328
Soccer - Varsity	3957	3969	3981
	4082	4094	4106
	4405	4418	4431
Soccer - JV	2279	2286	2293
	2481	2488	2495
	2664	2672	2680
Soccer - MS	1600	1605	1610

	1737	1742	1747
	1868	1874	1880
Wrestling	4118	4130	4142
	4448	4461	4474
	4790	4804	4818
* There is a baseline for first year coaches, and then each row is a “seniority bump” for an additional year of coaching			

EXTRA-CURRICULAR (CLUBS)	2022 - 2023	2023 - 2024	2024 - 2025
	3% COLA	3% COLA	3% COLA
Art Workshop-Elementary	2079	2085	2091
Art Workshop-Secondary	2079	2085	2091
As Schools Match Wits	1331	1335	1339
Band Director/Majorettes	4998	5013	5028
Board Game Club - HES	750	752	754
Diversity Club - HA	2000	2006	2012
Diversity Club - HES	2000	2006	2012
Dramatic Arts Club	4000	4012	4024

Elem. Chorus Director	2496	2503	2511
Equestrian Club	2239	2246	2253
Gender and Sexuality Alliance	2000	2006	2012
International Club	555	557	559
Journalism Club	1868	1874	1880
Key Club	2000	2006	2012
Mock Trial Advisor	1868	1874	1880
National Honors Society	811	813	815
Robotics	1868	1874	1880
Ski Club	664	666	668
Yearbook	3976	3988	4000

<b>EXTRA-CURRICULAR (CO-CURRICULARS)</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024 - 2025</b>
	<b>3% COLA</b>	<b>3% COLA</b>	<b>3% COLA</b>
AP Test Coordinator	264	265	266
Department Head - HA	1375	1379	1383
Dialogue Training Advisor	212	213	214
Elementary Student Council	621	623	625
Head Teacher - HA	4625	4639	4653
Head Teacher - HES	4625	4639	4653
Math Advisor - HES	1331	1335	1339
MS Team Leader	1330	1334	1338
New Faculty Mentors**	221	222	223
Peer Mentors	1949	1955	1961
Science Fair Coordinator	316	317	318
Student Council	1107	1110	1113
Student Services Dept. Head	1375	1379	1383
Technology Coach - HA	4496	4509	4523

Technology Coach - HES	4496	4509	4523
VHS Coordinator	886	889	892
VHS Teacher	886	889	892
*Class Advisor (12)	1389	1393	1397
*Class Advisor (11)	1389	1393	1397
*Class Advisor (10)	497	498	499
*Class Advisor (9)	497	498	499
*Class Advisor (8)	497	498	499
*Class Advisor (7)	497	498	499
<p>*If there are more than two advisors for a class, each will receive that sum which is derived by multiplying the listed figure by two (2) and then dividing by the number of advisors for that class. If there is one advisor for a class, that individual will be paid 1.5 times the amount listed.</p>			
** For Non-Department Chairs			

\*If there are more than two advisors for a class, each will receive that sum which is derived by multiplying the listed figure by two (2) and then dividing by the number of advisors for that class. If there is one advisor for a class, that individual will be paid 1.5 times the amount listed.

\*\* For Non-Department Chairs

(International Club must meet after school)

## **Appendix B – Hopkins Academy Department Heads**

### **Hopkins Academy Department**

1. Six departments will be created; namely Social Studies, English, Mathematics, Science, Elective Subjects, and Student Services at Hopkins Academy and the chairs will be appointed for two year positions by the building principal.

### **Department Head Job description**

**Title:** Hopkins Academy Department Chair

#### **Qualifications:**

- a. Massachusetts Certification in the academic discipline of the department for the Math, Science, English and Social Studies departments only. Comparable certification for both the Elective subject and Student Services departments.
- b. Minimum of five years teaching experience, defined as summative rating of proficient.
- c. Demonstrated expertise in the areas of departmental curriculum and assessment.
- d. Demonstrates leadership qualities.
- e. Demonstrates ability to be a team player and work collaboratively for the betterment of the whole school.
- f. Other qualifications as deemed appropriate by the district.

#### **Terms of employment**

- a. Consistent with the terms of the master agreement between the Hadley Education Association and the Hadley School District School Committee.
- b. Posted and appointed bi-annually.

#### **Reports to: building principal**

#### **Job goals**

- a. To assist in the administration of the department.
- b. To lead department in assessing, developing and revising the written curriculum.
- c. To give input to the department budget.
- d. To prepare the department section of the Program of Studies and to provide input into the scheduling of courses.

## **Department Head Performance Responsibilities**

### **Assisting the administration**

1. Establishing and maintaining, in cooperation with the building administration, open channels of communication between and among other department chairs, members of the department and the administration.
2. Reporting on activities of the department at department meetings with the building administration.
3. Making recommendations to the administration on teaching assignments and schedules.
4. Assisting, as needed, in the recruitment and selection of new teachers.
5. Assisting with training, orientation and mentoring of new teachers in the department.
6. Promoting the usage of diverse teaching materials to accommodate effective instruction.
7. Holding regularly scheduled department meetings.
8. The department chair does not have homeroom responsibilities.
9. Department chairs do not have evaluative authority.

### **Curriculum**

10. Establishing goals for the department in cooperation with the administration and department members.
11. Coordinating assessment of the written curriculum, to include assurance of scope and sequence across the department and grade levels.
12. Facilitating revisions to the curriculum when appropriate.

### **Budget**

13. Preparing, with assistance of the teachers of the department, lists of necessary supplies, textbooks, equipment and other instructional materials.
14. Compiling of all budget requests into a department budget.

## Appendix C - Teacher Evaluation

### 1) Purpose of Educator Evaluation

- A) This contract language was 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) **Common Assessments:** Identical or comparable assessments of student learning,

growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance 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) **\*DESE/Department:** 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) **Expected Impact:** shall mean the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments.
- M) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- N) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O) **\*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.
- P) **\*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.

- Q) **\*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.
- R) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **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 ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- T) **\*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. 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.
- U) **Parties:** The parties to this agreement are the Hadley school committee and the Hadley Education Association.
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
1. 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.
  2. Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  3. 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.
  4. 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.
- X) **\*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.

- Y) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- vii) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - viii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03 as amended 2/28/2017
  - ix) Elements: Defines the individual components under each indicator
  - x) Descriptors: Describes practice at four levels of performance for each element
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) **Walkthrough:** Does not imply a simple pass through in a brief period of time. It is a collegial, organized visit through a school's learning areas to focus on:
- i) What students are learning

- ii) How students are being taught
- iii) How the students and teachers know if the students have learned what is being taught
- iv) What the teacher does if the students didn't learn what is being taught
- v) How the classroom is organized to enable students to be successful

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) 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.
  - iii) Statewide growth measures where available, including the MCAS Student Growth Percentile and the Massachusetts English proficiency assessment.
  - iv) Common assessments of student learning, growth, and achievement
  - v) 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 two 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; For example: phone calls, emails, progress reports, open houses, teacher conferences, teacher websites and other correspondence.
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student Feedback
- 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 district has adopted the rubrics provided by DESE as amended 2/28/2107.

#### **5) Evaluation Cycle: Training**

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

- A) At the start of each school year, the superintendent, principal or designee shall provide information 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.
  - iv) The district shall provide professional development for educators hired during the school year after the annual orientation has occurred. The professional development will be offered within three months of the date of hire. The superintendent shall determine the type and quality of the learning activity.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the 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:
    - (1) At least one goal directly related to improving the Educator's own professional practice.
    - (2) 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 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- 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.
  - iv) During the development of the Educator Plan, evaluators shall communicate clear expectations for educator impact, including but not limited to, anticipated student learning gains for the multiple measures that will be used as evidence of educator performance. Anticipated learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other classroom assessments.
- 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 two years 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 three unannounced observations during the school year.
- B) In the third year of practice 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 two walkthroughs during the two-year evaluation cycle. One will be unannounced and the second will be unannounced or announced based upon an agreement between the evaluator and the Educator.
- 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 30<sup>th</sup>. 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/Announced walkthroughs by the Mutual agreement between the Evaluator and the Educator

- 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.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 7 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.
  - (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
    - (1) 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.
    - (2) 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:
      - (1) Describe the basis for the Evaluator's judgment.

- (2) Describe actions the Educator should take to improve his/her performance.
- (3) Identify support and/or resources the Educator may use in his/her improvement.
- (4) 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 place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than four 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 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 four 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 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 30<sup>th</sup>.
- 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 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 anticipated student learning gains were less than expected,, 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 30<sup>th</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.
- P) The summative Evaluation will not occur before January 1.
- Q) All parties recognize that there may be times when there are extenuating circumstances necessitating Educator absence; such as illness, maternity leave, paternity leave, or death in the family, that that evaluator will take into consideration in all aspects of the evaluation.

**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:

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**

- For any experienced educator who receives an evaluation rating of Exemplary or Proficient, the district shall take the following actions: The evaluator shall apply professional judgement to the evidence to place the educator on a one or two year Self-Directed Growth Plan.
- For educators placed on two-year Self-Directed Growth Plans:
  - The educator shall receive a summative evaluation at least every two years.
  - The educator shall receive a formative evaluation at the end of the first year of the Educator Plan.
  - The educator may be eligible for additional roles, responsibilities and compensation, as determined by the district and through collective bargaining, where applicable.
- For educators placed on one-year Self-Directed Growth Plans:
  - The educator and evaluator shall analyze any discrepancies in practice and student performance and seek to determine the causes of such discrepancies.
  - The educator and evaluator shall discuss any aspects of practice that should be the focus of the plan.
  - The plan shall be for one school year in duration.
  - The plan may include a goal related to examining elements of practice that contributed to the evaluator's decision to assign the educator to a one-year plan.
  - The educator shall receive a summative evaluation at the end of the period determined in the plan, but at least annually.

**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 June 10<sup>th</sup>.
- 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 calendar 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 Hadley Education Association attend the meeting(s).
  - iii) If the Educator consents, the Hadley Education Association

President 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, 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.
- (e) If the Educator did not have access to assistance and support defined in the improvement plan, the Educator may not be dismissed.
- (f) The Educator will be afforded the right to present any artifacts or evidence to refute the evaluator's recommendation for dismissal.

### Timeline

**All date references shall be based on school days. Therefore when there is a Monday holiday, the items will be due the following Tuesday.**

Activity:	One Year Plans:
Superintendent, principal or designee meets with new evaluators and educators to explain evaluation process	Second Monday in September
Evaluator meets with 1 <sup>st</sup> year educators to assist in self-assessment and goal setting process  Educator submits self-assessment and proposed goals	First Monday in October
Evaluator meets with Educators in teams or individually to establish Educator Plans (may be established at Summative Evaluation Report meeting in prior school year)	Third Monday in October
Evaluator completes Educator Plans	First Monday in November
Evaluator should complete first observation of each Educator	Third Monday in November
Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards if desired)  *or 4 weeks before <i>Formative Assessment</i> Report date established by evaluator	Second Monday in January
Educator should complete mid-cycle Formative Assessment Reports	First Monday in February
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	Second Monday in February

Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards if desired)  *or 4 weeks before <i>Summative Evaluation</i> Report date established by evaluator	Fourth Monday in April
Evaluator completes Summative Evaluation Report	Fourth Monday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	First Monday in June
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Second Monday in June
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	Varies in June

#### Two Year Plan

Activity:	Year One:	Year Two:
Superintendent, principal or designee meets with new evaluators and educators to explain evaluation process	Second Monday in September	
Evaluator meets with 1 <sup>st</sup> year educators to assist in self-assessment and goal setting process  Educator submits self-assessment and proposed goals	First Monday in October	
Evaluator meets with Educators in teams or individually to establish Educator Plans (may be established at Summative Evaluation Report meeting in prior school year)	Third Monday in October	

Evaluator completes Educator Plans	First Monday in November	
Evaluator should complete first observation of each Educator	Third Monday in November	
Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards if desired)  *or 4 weeks before <i>Formative Assessment</i> Report date established by evaluator	Second Monday in May	
Educator should complete mid-cycle Formative Assessment Reports	Second Monday in June	
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	Third Monday in June	
Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards if desired)  *or 4 weeks before <i>Summative Evaluation</i> Report date established by evaluator		Fourth Monday in April
Evaluator completes Summative Evaluation Report		Fourth Monday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory		First Monday in June
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator		Second Monday in June

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt		Varies in June
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**A) Educators on Plans of Less than One Year**

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

**21. Career Advancement**

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

**24. General Provisions**

- A) Only designated supervisors 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. Additionally, the Educator has the right to have a representative from the Hadley Education Association present for all meetings.

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

#### **Appendix D**

##### **Performance Responsibilities Extra-Curricular Advisors**

###### **Performance Expectations Extra-Curricular Club Advisors**

Club advisors are appointed by and report to the building principal. The performance expectations for club advisors are as follows:

1. Manage student activity funds in accordance with district policies and procedures.
2. Maintain accurate and up to date records of meeting and student attendance.
3. Communicate with principal upon request regarding club activities.
4. Adhere to district policies.
5. Enforce student code of conduct.
6. Supervise all club events. In the event of advisor unavailability, advisor will designate a suitable proxy.

Club advisors must possess excellent organization skills and have the ability to interact respectfully with teachers, parents, students, and community members to promote a positive view of the school.

**Appendix E**  
**Job Description Head Teacher**

**JOB DESCRIPTION**

Position: Head Teacher

Job Goal: To assist the building principal with administrative duties and support effective operations.

Supervision: Reports to the Principal.

Education, Work Experience, and Licensure:

Required: Licensed educator; Unit A member; Most recent evaluation rating must be proficient or exemplary.

Preferred: 5 or more years of experience in the district.

Performance Responsibilities:

Assist with leadership tasks as directed and when requested by principal including but not limited to:

1. Scheduling
  - a. Special events
  - b. Bell schedule
  - c. MCAS/AP/Assessment scheduling
  - d. Master schedule development
  - e. Assistance/collaboration with registration
  - f. Schedule Analysis committee
2. Discipline & Attendance
  - a. Assisting/consulting with student infractions and investigations
  - b. Including attendance, tardies, assigning detention duty and assigning detention to students
3. Parent/guardian communication
  - a. Per request of principal or in relation to other tasks (i.e. detention, registration)
4. Student activity deposits
5. Participation in Committees
6. State reporting
  - a. Course numbers and registration
  - b. Other items in principal's absence
7. Data analysis
  - a. as requested or in relation to other tasks
8. School event planning
  - a. e.g. Open house, special assemblies
9. Senior Privilege Tracking (if applicable)
10. Assume duties of principal in principal's absence if necessary
  - a. e.g. Full day absence, and/or to lead a child study meeting, and/or bus duty
11. Makes recommendations for appropriate revisions of policies and rules affecting the student's life in the school.

12. Coordinating professional development

13. Any other duties as may be assigned by Administration

Special Knowledge/Abilities:

The employee must possess excellent administrative and communication skills. Has the ability to interact respectfully with teachers, parents, students and community members to promote a positive view of the school. Ability to respond appropriately to criticism from parents/guardians. Ability to work as a member of a team to promote the mission and goals of the school.

Physical Requirements:

The position requires minimal standing and walking during the course of the day. The ability to navigate adverse terrain is required. Several hours of sitting and paperwork is required during the course of the average day. Activities include a moderate amount of reaching, bending and twisting. The position requires a moderate amount of grasping, pushing, and pulling of materials. There is a frequent requirement for fine manipulation with the required use of a computer, keyboard, and plan sets. The position also requires frequent lifting of objects up to twenty (20) pounds.









# Unit A Contract 2022\_2025

Final Audit Report

2022-07-08

Created:	2022-07-05
By:	sgiza X (sgiza@hadleyschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsWpl8_8BXTn7-yhpLPiHwD4aZsWgNYYk

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