

COLLECTIVE BARGAINING AGREEMENT

Between

The MILLIS TEACHERS ASSOCIATION

And

The MILLIS SCHOOL COMMITTEE

September 1, 2019 - August 31, 2022

UNIT A

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AGREEMENT  
Between the  
MILLIS SCHOOL COMMITTEE  
and the  
MILLIS TEACHERS ASSOCIATION

Unit A

This Agreement is made and entered into this 1st day of September, 2019 in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts by and between the SCHOOL COMMITTEE OF THE TOWN OF MILLIS (hereinafter sometimes referred to as the Committee) and the MILLIS TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Millis as economically and efficiently as is possible, and that good morale within the teaching staff of the Millis schools is essential to achievement of that purpose, we, the undersigned parties to this contract declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Millis has final responsibility for establishing the educational policies of the public schools of Millis. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding thereunder;
- B. The Superintendent of Schools of Millis (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- C. The teaching staff of the public schools of Millis has responsibility for providing in the classrooms of the schools education of the highest possible quality and in conjunction with that responsibility to make recommendations and provide consultation on educational policies;
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, other administrative personnel, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE I RECOGNITION

The School Committee of the Town of Millis recognizes the Millis Teachers Association, affiliated with the Massachusetts Teachers' Association and with the National Education Association, as the exclusive bargaining agent and representative of a bargaining unit comprised of all members of the professional staff, including nurses, excluding principals, assistant principals, PPS Director, Director of Student Affairs, Director of Curriculum, Assessment, and Professional Development, and the Superintendent. The term "teachers" shall be deemed to include nurses unless deemed otherwise.

## ARTICLE II PROCEDURES

The School Committee named above and the Millis Teachers Association do hereby agree that the following procedures should be adhered to in regard to communication between the several groups:

### A. Meetings

The parties will meet upon the written request of either of them affected provided the request contains a specific reason for the meeting.

### B. Directing Requests

The local Association normally will make its request directly to the Superintendent or his/her Representative. The Superintendent for the School Committee or their respective representatives will make their requests known to the president of the local Association. The affected parties will agree to a mutually convenient meeting date within a reasonable period of time.

### C. Exchange of Facts and Views

Facts, opinions, proposals, and counterproposals will be freely exchanged in good faith during the meeting or meetings and between meetings, if advisable.

## ARTICLE III GRIEVANCE PROCEDURE

### A. Definitions

1. A "Grievance" is a claim based upon an event or condition, which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## C. Procedure

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

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

A grievance shall be presented in writing spelling out the alleged violation by Article and Section and the relief being sought.

1. LEVEL ONE (1) A teacher with a grievance will discuss it with his/her immediate superior, Department Head, or Supervisor; and if not resolved, with the Assistant Principal, with the objective of resolving the matter informally. A nurse with a grievance will discuss it with the Director of Pupil Personnel Services.

### 2. LEVEL TWO (2)

(a) - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file his/her grievance in writing with the Chair of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chair of the PR&R Committee will refer it to the Superintendent of Schools.

(b) - The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and the principal of his/her building in an effort to resolve it.

(c) - If a teacher does not file a grievance in writing with the Chair of the PR&R Committee and the written grievance is not forwarded to the Superintendent within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

3. LEVEL THREE (3) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Chair of the PR&R Committee within five (5) school days after a decision by the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chair of the PR&R Committee will refer it to the School Committee. Within twenty (20) school days after receiving the written grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the School Committee.

#### 4. LEVEL FOUR (4)

(a) - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Committee, he/she may, within ten (10) school days after a decision by the School Committee, request in writing the Chair of the PR&R Committee to submit his/her grievance to arbitration. If, after communication and meeting separately with the aggrieved person and the School Committee within ten (10) school days during the school year or twenty (20) working days during the non school period, the PR&R Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the Millis Teachers Association, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) - Within ten (10) school days after such written notice of submission to arbitration, the Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period; a request for a list of arbitrators may be made to the American Arbitration Association by either party. They will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) - The arbitrator so selected will confer with the School Committee and the PR&R Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator shall not add to, detract from, alter or modify the terms of the contract. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be final and binding on both the Committee and the Association.

(d) - The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

D. Rights of Teachers to Representation

No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the PR&R Committee or any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers at a single building, the PR&R Committee may submit such grievance as a class action to the building principal. If the issue being grieved is a result of a system-wide policy initiated at the Superintendent's level or if it affects teachers in more than one building, then a grievance may be submitted directly at Level 2.

2. Decisions rendered at Level One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4(c).

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV  
COMPENSATION

Salaries for Unit A as of September 1\*

2019-2020 1%									
Step	B	B15	B30	M	M15	M 30	M45	M60	D
1	49,643	50,841	52,017	54,408	55,664	56,803	59,158	60,933	62,760
2	51,628	52,875	54,098	56,584	57,891	59,076	61,524	63,370	65,270
3	53,693	54,989	56,261	58,848	60,206	61,439	63,986	65,906	67,882
4	55,841	57,189	58,511	61,202	62,615	63,897	66,545	68,542	70,597
5	58,074	59,477	60,853	63,649	65,119	66,453	69,206	71,283	73,421
6	60,397	61,856	63,287	66,195	67,724	69,110	71,975	74,135	76,358
7	62,813	64,330	65,818	68,844	70,433	71,875	74,854	77,100	79,412
8	65,326	66,903	68,451	71,597	73,250	74,750	77,848	80,184	82,589
9	67,939	69,580	71,189	74,461	76,180	77,740	80,962	83,392	85,892
10	70,657	72,362	74,036	77,440	79,227	80,849	84,201	86,727	89,328
11	73,483	75,257	76,997	80,537	82,397	84,084	87,569	90,196	92,902
12	76,422	78,268	80,077	83,758	85,692	87,447	91,072	93,804	96,618
13	79,479	81,398	83,281	87,109	89,120	90,944	94,714	97,556	100,482
14	82,657	84,654	86,612	90,593	92,685	94,582	98,502	101,459	104,502

2020-21 2%									
Step	B	B15	B30	M	M15	M 30	M45	M60	D
1	50,635	51,858	53,057	55,496	56,777	57,939	60,341	62,152	64,016
2	52,661	53,932	55,180	57,716	59,049	60,257	62,755	64,638	66,576
3	54,766	56,089	57,386	60,025	61,410	62,668	65,265	67,224	69,240
4	56,958	58,333	59,682	62,426	63,867	65,175	67,876	69,912	72,009
5	59,235	60,666	62,070	64,922	66,421	67,782	70,590	72,708	74,889
6	61,605	63,094	64,552	67,519	69,078	70,492	73,414	75,618	77,885
7	64,069	65,617	67,134	70,220	71,842	73,312	76,351	78,642	81,001
8	66,632	68,241	69,820	73,029	74,715	76,245	79,405	81,788	84,240
9	69,297	70,972	72,613	75,950	77,704	79,294	82,581	85,059	87,610
10	72,070	73,810	75,517	78,989	80,812	82,466	85,885	88,461	91,115
11	74,952	76,762	78,537	82,148	84,045	85,765	89,320	92,000	94,760
12	77,950	79,833	81,678	85,433	87,406	89,196	92,893	95,680	98,550
13	81,068	83,026	84,946	88,852	90,903	92,763	96,608	99,507	102,492
14	84,311	86,347	88,344	92,405	94,538	96,474	100,472	103,488	106,592

	2021-2022 3%								
Step	B	B15	B30	M	M15	M 30	M45	M60	D
1	52,154	53,414	54,649	57,161	58,481	59,678	62,151	64,017	65,936
2	54,241	55,550	56,835	59,447	60,820	62,065	64,637	66,577	68,573
3	56,409	57,772	59,108	61,825	63,253	64,548	67,223	69,240	71,317
4	58,666	60,083	61,472	64,299	65,783	67,130	69,912	72,010	74,169
5	61,013	62,486	63,932	66,870	68,414	69,815	72,708	74,890	77,136
6	63,453	64,986	66,489	69,545	71,150	72,607	75,617	77,886	80,222
7	65,991	67,585	69,148	72,327	73,997	75,511	78,642	81,002	83,431
8	68,631	70,289	71,914	75,220	76,957	78,532	81,787	84,241	86,768
9	71,376	73,101	74,791	78,229	80,035	81,673	85,058	87,611	90,239
10	74,232	76,024	77,782	81,358	83,236	84,940	88,461	91,115	93,848
11	77,201	79,065	80,893	84,613	86,566	88,338	92,000	94,760	97,603
12	80,289	82,228	84,129	87,996	90,028	91,872	95,680	98,550	101,506
13	83,501	85,517	87,495	91,517	93,630	95,546	99,506	102,492	105,566
14	86,840	88,938	90,994	95,177	97,375	99,368	103,486	106,592	109,789

\*Whenever the effective date of September 1 is set forth in the salary schedule, the salary provided shall be effective at the start of the work year.

## EXTRA PAY FOR EXTRA SERVICE

Salaries as of September 1, 2019

Semi-administrative Responsibilities	Step 1	Step 2	Step 3	Step 4	Step 5
Music Coordinator	3,660	3,660	3,660	3,660	3,660
Administrative Aide to Principal	12,464	12,963	13,460	13,959	14,459
Team Leader (Middle School)	2,495	2,495	2,495	2,495	2,495
Facilitator	2,495	2,495	2,495	2,495	2,495
Coaches*	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director	5,950	6,693	7,438	8,180	8,811
Baseball Varsity - Head Coach	3,950	4,371	4,795	5,216	5,639
Baseball Varsity - Assistant Coach	2,481	2,729	3,101	3,471	3,969

Baseball Freshmen	2,231	2,417	2,605	2,852	3,101
Basketball Varsity - Head Coach	5,101	5,503	5,781	6,441	6,811
Basketball Varsity - Assistant Coach	2,976	3,350	3,719	4,091	4,461
Basketball - Freshman Coach	2,231	2,417	2,605	2,852	3,101
Cheerleading - Football	3,068	3,320	3,584	3,923	4,268
Cheerleading - Basketball	3,068	3,320	3,584	3,923	4,268
Football Varsity - Head Coach	5,976	6,496	7,011	7,532	8,052
Football Varsity - Assistant Coach	3,718	3,969	4,217	4,461	5,209
Football - Freshman Coach	3,224	3,595	3,969	4,340	4,713
Soccer Varsity - Head Coach	3,950	4,371	4,795	5,216	5,639
Soccer Varsity - Assistant Coach	2,481	2,729	3,101	3,471	3,969
Soccer Freshmen	2,231	2,417	2,605	2,852	3,101
Softball Varsity - Head Coach	3,950	4,371	4,795	5,216	5,639
Softball Varsity - Assistant Coach	2,481	2,729	3,101	3,471	3,969
Softball Freshmen	2,231	2,417	2,605	2,852	3,101
Tennis Varsity - Head Coach	3,950	4,371	4,795	5,216	5,639
Tennis Varsity - Assistant Coach	2,481	2,729	3,101	3,471	3,969
Track Varsity - Head Coach (winter)	3,351	3,603	3,867	4,206	4,551
Track Varsity - Assistant Coach	2,345	2,538	2,740	3,000	3,264
Track Individual Coach	2,231	2,417	2,605	2,852	3,101
Track Varsity - Head Coach (Spring)	3,950	4,371	4,795	5,216	5,639
Track Varsity - Assistant Coach	2,481	2,729	3,101	3,471	3,969
Track Individual Coach	2,231	2,417	2,605	2,852	3,101
Volleyball Varsity - Head Coach	3,950	4,371	4,795	5,216	5,639
Volleyball Varsity - Asst. Coach	2,481	2,729	3,101	3,471	3,969
Volleyball Freshmen	2,231	2,417	2,605	2,852	3,101
Golf Varsity Head Coach	3,351	3,603	3,867	4,206	4,551
Golf Varsity Assistant Coach	2,345	2,538	2,740	3,000	3,264
Cross Country	3,351	3,603	3,867	4,206	4,551

1. All coaches will be given credit for previous coaching experience in other systems.
2. All years of experience in a particular sport within the Millis Schools System will be taken into consideration for proper step placement when such experience is not consecutive.
3. Within the five-step schedule, each person now employed in a coaching position in the Millis Schools System will be placed in the next higher step on September 1, 2019 from the step they occupy provided they remain in the same coaching position in the same sport.

#### Middle School Intramural Coaches

Two coaches shall be assigned per season (Fall, Winter, Spring) and shall be paid at the rate of \$1,174 per coach per season.

The Facilitator of Middle School Intramural shall be paid at the rate of \$1,407 per year or \$464 per season.

High School Intramural Volleyball (2) - \$645 each.

\*In the event of a varsity sport entering the playoff season, the following compensations will be made at the start of the second week of playoffs:

the varsity coach will receive an additional two hundred dollars (\$200.00) per week for the duration of the playoffs. The assistant varsity/freshmen coach, acting as assistant, will receive an additional one hundred dollars (\$100.00) per week for the duration of the playoffs. A week shall be defined as Sunday through Saturday.

If a team makes it to the second week of the playoffs, even if only one day in the second week, coaches are eligible for the playoff stipends as set forth herein.

#### Miscellaneous Non-teaching Services

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Advisors</b>					
Freshman	839	923	1,015	1,121	1,232
Sophomore	1,010	1,109	1,220	1,342	1,480
Junior	1,342	1,480	1,623	1,776	1,955
Senior	1,468	1,616	1,752	1,927	2,118

### Student Council

High School	998	1,099	1,208	1,329	1,462
Middle School	839	923	1,015	1,121	1,232
Clyde Brown	839	923	1,015	1,121	1,232

### Honor Society

High School	839	923	1,015	1,121	1,232
Middle School	839	923	1,015	1,121	1,232
Peer Leadership Advisor (MS/HS)	1,308	1,440	1,582	1,739	1,912
Advisory Coordinator	2,495	2,495	2,495	2,495	2,495
Student Trip Coordinator (level 2 Committee)	1,188	1,188	1,188	1,188	1,188

### SADD Advisor

High School	1,331	1,467	1,612	1,773	1,948
Middle School	980	1,079	1,186	1,305	1,435

### Music

Band Director	1,845	2,019	2,186	2,286	2,688
Band Assistant Director	839	1,009	1,178	1,342	1,680
Choral Director	839	1,010	1,178	1,342	1,680
Jazz Ensemble Director	2,688	3,020	3,357	3,694	4,027

### Drama

Per Production	1,813	2,091	2,293	2,522	2,775
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### Talent Show

Per Production (CFB,MS,HS)	840	923	1,015	1,121	1,232
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### Yearbook

One Person	3,357	3,695	4,064	4,471	4,915
Two People	1,676	1,845	2,035	2,241	2,459
Middle School	1,249	1,309	1,372	1,436	1,495
High School Newspaper Advisor	1,495	1,558	1,995	2,243	2,495
Homework Clinic	1,217	1,336	1,471	1,617	1,779

MCAS Sm Grp after school (per wkly)	830	830	830	830	830
Mentor for long-term substitutes	300	300	300	300	300
On-Line Learning					
Site Coordinator	3,948	3,948	3,948	3,948	3,948
Teacher	8,161	8,161	8,161	8,161	8,161
Tutors (per hour) Individual	37.66	37.66	37.66	37.66	37.66
Translation Services	25.00	25.00	25.00	25.00	25.00
Detention Hall Monitor (per hour)	34.38	34.38	34.38	34.38	34.38
In-service Programs and					
Summer Workshops (per hour)	39.64	39.64	39.64	39.64	39.64
Extended School Year Teaching	39.64	39.64	39.64	39.64	39.64
Committees					
Level 1 (15-25 hrs)	797	797	797	797	797
Level 2 (25-35 hrs)	1,200	1,200	1,200	1,200	1,200
Level 3 (35-45 hrs)	1,603	1,603	1,603	1,603	1,603
Student Activities Accountant	2,627	2,627	2,627	2,627	2,627
Middle School Club Advisor (per hour)	29.75	29.75	29.75	29.75	29.75
Clyde Brown Club Advisor (per hour)	29.75	29.75	29.75	29.75	29.75
(The number and type of clubs shall be determined by the Administration)					
High School Club Advisor					
Level 1 (Supervisory)	406	406	406	406	406
Level 2 (Primarily within day)	831	831	831	831	831
Level 3 (Both during & outside day)	1,661	1,661	1,661	1,661	1,661
(The number and type of clubs shall be determined by the Administration)					

## EXTRA PAY FOR EXTRA SERVICE

Salaries as of September 1, 2020

Semi-administrative Responsibilities	Step 1	Step 2	Step 3	Step 4	Step 5
Music Coordinator	3,733	3,733	3,733	3,733	3,733
Administrative Aide to Principal	12,714	13,223	13,729	14,238	14,748
Team Leader (Middle School)	2,545	2,545	2,545	2,545	2,545
Facilitator	2,545	2,545	2,545	2,545	2,545
Coaches*	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director	6,069	6,827	7,586	8,344	8,987
Baseball Varsity - Head Coach	4,029	4,459	4,891	5,320	5,752
Baseball Varsity - Assistant Coach	2,530	2,784	3,163	3,541	4,049
Baseball Freshmen	2,276	2,465	2,657	2,909	3,163
Basketball Varsity - Head Coach	5,203	5,614	5,897	6,570	6,948
Basketball Varsity - Assistant Coach	3,036	3,417	3,793	4,172	4,550
Basketball - Freshman Coach	2,276	2,465	2,657	2,909	3,163
Cheerleading - Football	3,130	3,386	3,656	4,001	4,354
Cheerleading - Basketball	3,130	3,386	3,656	4,001	4,354
Football Varsity - Head Coach	6,096	6,626	7,152	7,682	8,213
Football Varsity - Assistant Coach	3,792	4,049	4,301	4,550	5,313
Football - Freshman Coach	3,288	3,666	4,049	4,427	4,807
Soccer Varsity - Head Coach	4,029	4,459	4,891	5,320	5,752
Soccer Varsity - Assistant Coach	2,530	2,784	3,163	3,541	4,049
Soccer Freshmen	2,276	2,465	2,657	2,909	3,163
Softball Varsity - Head Coach	4,029	4,459	4,891	5,320	5,752
Softball Varsity - Assistant Coach	2,530	2,784	3,163	3,541	4,049
Softball Freshmen	2,276	2,465	2,657	2,909	3,163
Tennis Varsity - Head Coach	4,029	4,459	4,891	5,320	5,752

Tennis Varsity - Assistant Coach	2,530	2,784	3,163	3,541	4,049
Track Varsity - Head Coach (winter)	3,418	3,675	3,945	4,290	4,642
Track Varsity - Assistant Coach	2,392	2,589	2,795	3,060	3,330
Track Individual Coach	2,276	2,465	2,657	2,909	3,163
Track Varsity - Head Coach (Spring)	4,029	4,459	4,891	5,320	5,752
Track Varsity - Assistant Coach	2,530	2,784	3,163	3,541	4,049
Track Individual Coach	2,276	2,465	2,657	2,909	3,163
Volleyball Varsity - Head Coach	4,029	4,459	4,891	5,320	5,752
Volleyball Varsity - Asst. Coach	2,530	2,784	3,163	3,541	4,049
Volleyball Freshmen	2,276	2,465	2,657	2,909	3,163
Golf Varsity Head Coach	3,418	3,675	3,945	4,290	4,642
Golf Varsity Assistant Coach	2,392	2,589	2,795	3,060	3,330
Cross Country	3,418	3,675	3,945	4,290	4,642

1. All coaches will be given credit for previous coaching experience in other systems.

2. All years of experience in a particular sport within the Millis Schools System will be taken into consideration for proper step placement when such experience is not consecutive.

3. Within the five-step schedule, each person now employed in a coaching position in the Millis Schools System will be placed in the next higher step on September 1, 2020 from the step they occupy provided they remain in the same coaching position in the same sport.

#### Middle School Intramural Coaches

Two coaches shall be assigned per season (Fall, Winter, Spring) and shall be paid at the rate of \$1,197 per coach per season.

The Facilitator of Middle School Intramural shall be paid at the rate of \$1,435 per year or \$473 per season.

High School Intramural Volleyball (2) - \$658 each.

\*In the event of a varsity sport entering the playoff season, the following compensations will be made at the start of the second week of playoffs:

the varsity coach will receive an additional two hundred dollars (\$200.00) per week for the duration of the playoffs. The assistant varsity/freshmen coach, acting as assistant, will receive an additional one hundred dollars (\$100.00) per week for the duration of the playoffs. A week shall be defined as Sunday through Saturday.

If a team makes it to the second week of the playoffs, even if only one day in the second week, coaches are eligible for the playoff stipends as set forth herein.

#### Miscellaneous Non-teaching Services

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Advisors</b>					
Freshman	856	942	1,035	1,144	1,257
Sophomore	1,030	1,131	1,244	1,369	1,509
Junior	1,369	1,509	1,656	1,811	1,994
Senior	1,497	1,648	1,787	1,966	2,160
<b>Student Council</b>					
High School	1,018	1,121	1,232	1,356	1,492
Middle School	856	942	1,035	1,144	1,257
Clyde Brown	856	942	1,035	1,144	1,257
<b>Honor Society</b>					
High School	856	942	1,035	1,144	1,257
Middle School	856	942	1,035	1,144	1,257
Peer Leadership Advisor (MS/HS)	1,334	1,469	1,613	1,774	1,950
Advisory Coordinator	2,545	2,545	2,545	2,545	2,545
Student Trip Coordinator (level 2 Committee)	1212	1212	1212	1212	1212
<b>SADD Advisor</b>					
High School	1,358	1,496	1,644	1,808	1,987
Middle School	999	1,100	1,209	1,331	1,464
<b>Music</b>					
Band Director	1,882	2,059	2,229	2,331	2,741

Band Assistant Director	856	1,029	1,201	1,369	1,713
Choral Director	856	1,030	1,201	1,369	1,713
Jazz Ensemble Director	2,741	3,080	3,424	3,767	4,107
Drama					
Per Production	1,849	2,133	2,339	2,572	2,831
Talent Show					
Per Production (CFB,MS,HS)	857	942	1,035	1,144	1,257
Yearbook					
One Person	3,424	3,768	4,146	4,561	5,013
Two People	1,709	1,882	2,076	2,286	2,509
Middle School	1,274	1,335	1,399	1,465	1,525
High School Newspaper Advisor	1,525	1,590	2,035	2,288	2,545
Homework Clinic	1,241	1,363	1,500	1,649	1,814
MCAS Sm Grp after school (per wkly)	847	847	847	847	847
Mentor for long-term substitutes	306	306	306	306	306
On-Line Learning					
Site Coordinator	4,027	4,027	4,027	4,027	4,027
Teacher	8,324	8,324	8,324	8,324	8,324
Tutors (per hour) Individual	38.42	38.42	38.42	38.42	38.42
Translation Services (per hour)	25.50	25.50	25.50	25.50	25.50
Detention Hall Monitor (per hour)	35.07	35.07	35.07	35.07	35.07
In-service Programs and					
Summer Workshops (per hour)	40.44	40.44	40.44	40.44	40.44
Extended School Year Teaching	40.44	40.44	40.44	40.44	40.44
Committees					
Level 1 (15-25 hrs)	813	813	813	813	813
Level 2 (25-35 hrs)	1,224	1,224	1,224	1,224	1,224
Level 3 (35-45 hrs)	1,635	1,635	1,635	1,635	1,635
Student Activities Accountant	2,680	2,680	2,680	2,680	2,680
Middle School Club Advisor (per hour)	30	30	30	30	30

Clyde Brown Club Advisor (per hour)	30	30	30	30	30
(The number and type of clubs shall be determined by the Administration)					
High School Club Advisor					
Level 1 (Supervisory)	414	414	414	414	414
Level 2 (Primarily within day)	848	848	848	848	848
Level 3 (Both during & outside day)	1,695	1,695	1,695	1,695	1,695
(The number and type of clubs shall be determined by the Administration)					

### EXTRA PAY FOR EXTRA SERVICE

Salaries as of September 1, 2021

Semi-administrative Responsibilities	Step 1	Step 2	Step 3	Step 4	Step 5
Music Coordinator	3,845	3,845	3,845	3,845	3,845
Administrative Aide to Principal	13,095	13,619	14,141	14,666	15,191
Team Leader (Middle School)	2,621	2,621	2,621	2,621	2,621
Facilitator	2,621	2,621	2,621	2,621	2,621
Coaches*	Step 1	Step 2	Step 3	Step 4	Step 5
Athletic Director	6,251	7,032	7,814	8,594	9,257
Baseball Varsity - Head Coach	4,150	4,592	5,038	5,480	5,924
Baseball Varsity - Assistant Coach	2,606	2,867	3,258	3,647	4,170
Baseball Freshmen	2,344	2,539	2,737	2,997	3,258
Basketball Varsity - Head Coach	5,359	5,782	6,074	6,767	7,156
Basketball Varsity - Assistant Coach	3,127	3,520	3,907	4,297	4,687
Basketball - Freshman Coach	2,344	2,539	2,737	2,997	3,258
Cheerleading - Football	3,224	3,488	3,766	4,121	4,484
Cheerleading - Basketball	3,224	3,488	3,766	4,121	4,484
Football Varsity - Head Coach	6,279	6,825	7,366	7,913	8,459

Football Varsity - Assistant Coach	3,906	4,170	4,430	4,687	5,472
Football - Freshman Coach	3,387	3,776	4,170	4,560	4,951
Soccer Varsity - Head Coach	4,150	4,592	5,038	5,480	5,924
Soccer Varsity - Assistant Coach	2,606	2,867	3,258	3,647	4,170
Soccer Freshmen	2,344	2,539	2,737	2,997	3,258
Softball Varsity - Head Coach	4,150	4,592	5,038	5,480	5,924
Softball Varsity - Assistant Coach	2,606	2,867	3,258	3,647	4,170
Softball Freshmen	2,344	2,539	2,737	2,997	3,258
Tennis Varsity - Head Coach	4,150	4,592	5,038	5,480	5,924
Tennis Varsity - Assistant Coach	2,606	2,867	3,258	3,647	4,170
Track Varsity - Head Coach (winter)	3,521	3,785	4,063	4,418	4,781
Track Varsity - Assistant Coach	2,464	2,667	2,879	3,151	3,429
Track Individual Coach	2,344	2,539	2,737	2,997	3,258
Track Varsity - Head Coach (Spring)	4,150	4,592	5,038	5,480	5,924
Track Varsity - Assistant Coach	2,606	2,867	3,258	3,647	4,170
Track Individual Coach	2,344	2,539	2,737	2,997	3,258
Volleyball Varsity - Head Coach	4,150	4,592	5,038	5,480	5,924
Volleyball Varsity - Asst. Coach	2,606	2,867	3,258	3,647	4,170
Volleyball Freshmen	2,344	2,539	2,737	2,997	3,258
Golf Varsity Head Coach	3,521	3,785	4,063	4,418	4,781
Golf Varsity Assistant Coach	2,464	2,667	2,879	3,151	3,429
Cross Country	3,521	3,785	4,063	4,418	4,781

1. All coaches will be given credit for previous coaching experience in other systems.

2. All years of experience in a particular sport within the Millis Schools System will be taken into consideration for proper step placement when such experience is not consecutive.

3. Within the five-step schedule, each person now employed in a coaching position in the Millis Schools System will be placed in the next higher step on September 1, 2021 from the step they occupy provided they remain in the same coaching position in the same sport.

### Middle School Intramural Coaches

Two coaches shall be assigned per season (Fall, Winter, Spring) and shall be paid at the rate of \$1,233 per coach per season.

The Facilitator of Middle School Intramural shall be paid at the rate of \$1,478 per year or \$487 per season.

High School Intramural Volleyball (2) - \$678 each.

\*In the event of a varsity sport entering the playoff season, the following compensations will be made at the start of the second week of playoffs:

the varsity coach will receive an additional two hundred dollars (\$200.00) per week for the duration of the playoffs. The assistant varsity/freshmen coach, acting as assistant, will receive an additional one hundred dollars (\$100.00) per week for the duration of the playoffs. A week shall be defined as Sunday through Saturday.

If a team makes it to the second week of the playoffs, even if only one day in the second week, coaches are eligible for the playoff stipends as set forth herein.

### Miscellaneous Non-teaching Services

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Advisors</b>					
Freshman	882	970	1,066	1,178	1,295
Sophomore	1,061	1,165	1,282	1,410	1,555
Junior	1,410	1,555	1,705	1,865	2,054
Senior	1,542	1,698	1,841	2,025	2,225
<b>Student Council</b>					
High School	1,048	1,154	1,269	1,396	1,536
Middle School	882	970	1,066	1,178	1,295
Clyde Brown	882	970	1,066	1,178	1,295
<b>Honor Society</b>					
High School	882	970	1,066	1,178	1,295
Middle School	882	970	1,066	1,178	1,295
Peer Leadership Advisor (MS/HS)	1,374	1,513	1,662	1,827	2,009

Advisory Coordinator	2,621	2,621	2,621	2,621	2,621
Student Trip Coordinator (level 2 Committee)	1248	1248	1248	1248	1248
SADD Advisor					
High School	1,399	1,541	1,694	1,862	2,047
Middle School	1,029	1,133	1,246	1,371	1,508
Music					
Band Director	1,939	2,121	2,296	2,401	2,824
Band Assistant Director	882	1,060	1,237	1,410	1,765
Choral Director	882	1,061	1,237	1,410	1,765
Jazz Ensemble Director	2,824	3,173	3,527	3,880	4,231
Drama					
Per Production	1,905	2,196	2,409	2,650	2,916
Talent Show					
Per Production (CFB,MS,HS)	883	970	1,066	1,178	1,295
Yearbook					
One Person	3,527	3,882	4,270	4,698	5,163
Two People	1,760	1,939	2,138	2,355	2,584
Middle School	1,313	1,375	1,441	1,509	1,570
High School Newspaper Advisor	1,570	1,637	2,096	2,357	2,621
Homework Clinic	1,279	1,404	1,545	1,699	1,869
MCAS Sm Grp after school (per wkly)	872	872	872	872	872
Mentor for long-term substitutes	315	315	315	315	315
On-Line Learning					
Site Coordinator	4,148	4,148	4,148	4,148	4,148
Teacher	8,574	8,574	8,574	8,574	8,574
Tutors (per hour) Individual	39.57	39.57	39.57	39.57	39.57
Translation Services	26.01	26.01	26.01	26.01	26.01

Detention Hall Monitor (per hour)	36.12	36.12	36.12	36.12	36.12
In-service Programs and					
Summer Workshops (per hour)	41.65	41.65	41.65	41.65	41.65
Extended School Year Teaching	41.65	41.65	41.65	41.65	41.65
Committees					
Level 1 (15-25 hrs)	837	837	837	837	837
Level 2 (25-35 hrs)	1,261	1,261	1,261	1,261	1,261
Level 3 (35-45 hrs)	1,684	1,684	1,684	1,684	1,684
Student Activities Accountant	2,760	2,760	2,760	2,760	2,760
Middle School Club Advisor (per hour)	31	31	31	31	31
Clyde Brown Club Advisor (per hour)	31	31	31	31	31
(The number and type of clubs shall be determined by the Administration)					
High School Club Advisor					
Level 1 (Supervisory)	427	427	427	427	427
Level 2 (Primarily within day)	873	873	873	873	873
Level 3 (Both during & outside day)	1,746	1,746	1,746	1,746	1,746
(The number and type of clubs shall be determined by the Administration)					

B. SALARY PAYMENT:

- B-1. All teachers under annual contract will be paid their annual salary in twenty-one (21) equal payments equal to twenty-one twenty-sixths ( $21/26$ ) of their annual salary, payable bi-weekly, to the close of school in June. At the conclusion of school, the teacher shall receive a 22nd paycheck in the form of a lump sum payment equal to five (5) twenty-sixths ( $5/26$ ) of the teacher's annual contract. The lump sum payment will be taxed as if it were five individual paychecks.
- B-2. The first payment of the work year shall be due on or before the third Thursday of September, unless the law specifically requires otherwise, with all bargaining unit members being paid their annual salaries on alternate Thursdays throughout the work year, consistent with paragraph B-1 of this article.
- B-3. A teacher entering or leaving the school district during the school year shall receive as a total salary his/her annual salary divided by the number of scheduled workdays and multiplied by the number of days he/she has been employed, excluding all unauthorized absences.
- B-4. The salary provided teachers protected by this salary schedule is deemed by the School Committee and teachers to be fully earned at the close of school of any given year and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher, or in the event of death to his/her executor or administrator.
- B-5. The salary of part-time teachers shall be prorated according to the ratio between their regular schedule of employment and that of full-time teachers.
- B-6. The School Committee will vote to accept the provisions of G.L. c.180, Section 17I subject to the express understanding that the decision to implement deductions thereunder shall rest exclusively with the Town of Millis. Under this statute, teachers may authorize the School Committee to deduct from their salary a contribution to the Voice of Teachers for Education of an amount, which the employee may specify in writing. The Committee will certify on the payroll the amount to be deducted by the Town Treasurer. Such amounts shall be transmitted to the Mass. Teachers Assoc. along with a list of names and amounts of each deduction within thirty (30) days.
- B-7. Subject to the approval of the Town, the School Committee agrees to support the implementation of a Section 125 cafeteria plan to provide for the pre-tax deduction of health, dependent care and other eligible deductions.
- B-8. Effective September 1, 2010, paychecks for all new employees, as well as paychecks for all existing employees who currently use direct deposit, shall be made by direct deposit. A new employee for purposes of this section shall be any bargaining unit member who begins work at the start of the 2010-2011 school year. Existing employees who do not use direct deposit as of September 1, 2010 shall not be required to use direct deposit, however, existing employees who do use direct deposit cannot opt out of direct deposit.

- B-9. Prior to the start of each school year, the school district shall use its best efforts to forward to the Association president a listing of all pay periods for the remainder of the succeeding twelve-month period.
  - B-10. If possible, paychecks will have specific codes in the paycheck for stipends so that bargaining unit members are generally aware of the nature of the additional compensation in their paycheck. If it is not possible to include such coding with paychecks, in the alternative the administration will send e-mails to staff notifying them that a stipend is being included in their next paycheck and the nature of the stipend.
- C. STEP INCREMENTS:
- C-1. The schedule provides annual increments to teachers who show continued professional growth and contributions to the teaching profession as evidenced in the classroom, in professional study, in attendance at conferences, in travel, committee work, as well as other related ways. Increases are not automatic.
  - C-2. If the Superintendent should recommend that the salary of any teacher should not be advanced according to the schedule, notice to that effect will be given to such teacher in writing not later than April 15th of each year, explaining the reasons for such decision. The teacher involved may request a meeting with the Superintendent with an Association representative present in the event that the teacher feels that the charges are not valid.
  - C-3. The beginning salary of any new teacher shall be determined by the Superintendent, by appraising training, experience, and other qualifications at the time of original appointment. It shall not necessarily be entirely in accordance with the experience and training. The beginning salary of a new nurse shall be determined by the Superintendent according to the nurse's experience in child health, community health or other relevant clinical nursing experience. However, no new nurse will be placed on a step higher than any nurse who was employed by the Committee as of September 1, 2001.
  - C-4. When a teacher has qualified for placement upon an advanced scale, he/she shall, at the beginning of the next salary year, be placed upon the scale in the next step above that on which he/she is at the time of qualifications, provided he/she has met the stipulations as set forth in C7.
  - C-5. It shall be the responsibility of the teacher to notify the Superintendent of Schools, not later than October 1, that completion of eligibility of reclassification to the next higher scale is expected before the following September. Proof of satisfactory completion of the requisite courses for advancement must be submitted to the Superintendent of Schools by the first day of the next teacher work year. If such proof is submitted after the first day of the teacher work year, the teacher in question shall not be entitled to reclassification until the first day of the next teacher work year succeeding submission of the proof of completion of the courses.
  - C-6. The Superintendent of Schools shall appraise the qualifications of teachers annually before April 15.

- C-7. To advance to horizontal steps on the salary scale, courses and courses of study approved in advance by the Superintendent of Schools, must be passed. Transcripts will be made available to the Superintendent's Office for reference purposes. To advance to the Master's+60 column, credits beyond the Master's+45 must have been earned since September 1, 2000.
- C-7A. The school district may offer programs, comparable in scope to a graduate level course, which may be used by staff members to advance to horizontal steps on the salary scale. If there is compensation available for participation in a program offered by the school district, the staff member will have the option of either accepting the compensation or using the program for advancement horizontally.
- C-8. Adjustments from the present to the new schedule will be made after review of each individual teacher situation prior to April 15.
- C-9A. In order to be eligible for Step 14, a teacher at Step 13 must successfully complete a three credit graduate level course related to his or her teaching assignment. The course and institution must be approved in advance by the Superintendent (provided that an NCTA course shall not be disapproved for lack of college credit if it is equivalent in requirement to a college course). In lieu of the graduate level course, a teacher may qualify for advancement to Step 14 by completing a comparable professional development program approved in advance by the Superintendent.
- B. A teacher who completes a course shall be entitled to remain at Step 14 for a period of three years and must thereafter complete another course or return to Step 13 of the salary schedule. Teachers who are already at Step 13 and who give notice to the Superintendent that they are retiring within three (3) years will not be required to complete a three-credit graduate level course related to their teaching assignment in order to remain at Step 14, although this shall not prevent a teacher who is within three years of retirement from taking a course if he/she so chooses.
- C. Effective September 1, 2004, the language set forth in paragraph (b) shall be held in abeyance provided that the Department of Education continues to maintain its current certification requirements for professional staff. In the event that the Board of Education adopts less demanding standards than are currently in place (i.e. 2003-2004 school year), the existing language in paragraph (b) shall be automatically re-instituted and all bargaining members shall be subject to the requirements set forth therein.
- D. LONGEVITY:
- D-1. Teachers who have completed ten (10) years of service in the field of education in the Town of Millis will receive an annual longevity stipend of \$500.00. To be eligible for the ten-year longevity stipend, teachers must be at Step 14 of the salary schedule.
- D-2. Teachers who have completed fifteen (15) years of service in the field of education in the Town of Millis will receive an annual longevity stipend of \$750.00.
- D-3. Teachers who have completed twenty (20) years of service in the field of education in the Town of Millis will receive an annual longevity stipend of \$1,200.00.

- D-4. Teachers who have completed twenty-five (25) years of service in the field of education in the Town of Millis will receive an annual longevity stipend of \$1,500.00.
- D-5. In any three consecutive years following the completion of 15 years of service in the field of education in the Town of Millis, a teacher has the option of augmenting his/her salary by 5% plus the applicable longevity benefit. After these three years in which the teacher's salary is augmented by 5%, the longevity shall revert to the benefits specified above.

Any eligible teacher who wishes to receive this benefit shall notify the Superintendent in writing by no later than October 1st preceding the first school year in which the raise is to become effective. The School Committee shall set aside 60% of one M+45 salary to fund the longevity augmentation on an annual basis.

In the event that the number of applicants would cause this limitation to be exceeded, persons eligible shall be determined first by seniority, then by date of hire, and finally by date of request. Those employees who apply for the augmented longevity but cannot be accommodated within the cap shall be placed on the waiting list. Such waiting list shall be frozen each year. The subsequent year's applicants shall be placed on the list following the last name of any individual remaining on the previous year's waiting list. The Superintendent shall make available the list of teachers who have successfully applied for the longevity augmentation by Nov. 1.

Once an individual has been accepted for the longevity augmentation, that individual may not be bumped by any subsequent application of a more senior teacher.

E. POSITIONS FUNDED THROUGH GRANTS:

The School Committee and the Association recognize that from time to time funds may be made available by organizations and/or foundations for specified educational initiatives and/or projects. The parties encourage members of the bargaining unit represented by the MTA to apply for such funds with the understanding on the part of the applicant that any and all such applications which will have a direct impact on any students enrolled in the Millis Public Schools and/or which would directly affect the duties and/or schedules of any bargaining unit employee must be approved by the Superintendent.

The School Committee agrees that the Superintendent will, within a reasonable time, inform the MTA President of such applications which he/she would intend to approve in order to determine and fulfill any collective bargaining obligations which might arise should the applied-for funds be granted.

The parties agree that where any such grants would create opportunities for income for bargaining unit members that such positions will be posted consistent with Article XII of the collective bargaining agreement. Where any time constraints could serve to make fulfillment of these posting requirements impracticable, the Superintendent will so inform the MTA President in order that alternate arrangements may be made by mutual agreement. It is in any event understood that such position will be awarded to a qualified internal applicant. The position may be posted and filled externally if there is no qualified internal applicant.

The parties further agree that the bargaining unit member who is the author of the grant application shall receive 10% of the grant or \$5,000, whichever is less, if the grant is received.

F. GENERAL:

- F-1. Effective September 1, 2007, additional work for Guidance personnel, including the Head Counselor, shall be at the rate of 1/185 for each additional day's work which must be approved by the Superintendent of Schools in advance.
- F-2. Teachers on maximum are entitled to a raise increase equal to the maximum raise any other teacher received on the Bachelor's schedule over and above the step increase.
- F-3. Effective September 1, 2007, compensation for work beyond the work year described in Article IX, Section A, for all personnel not on a ratio will be at the rate of 1/185 of the individual's base annual salary. New teachers 1/188.
- F-4. Individuals who are tardy, depending on the cause of their tardiness, may have the amount paid to a substitute deducted from their subsequent salary payment.
- F-5. Effective September 1, 2007, additional work for Registered Nurses shall be at the rate of 1/185, of the individual's base annual salary for each additional day's work which must be approved by the Superintendent of Schools in advance.
- F-6. Any teacher who attains, maintains, and/or renews a teaching certificate in addition to his/her primary certificate shall be paid an additional \$25 per year for each such additional certificate in the first paycheck in January of each school year. In order to receive this payment in any particular school year, the teacher must notify the Superintendent of Schools in writing no later than October 1 of the previous school year of his/her eligibility or anticipated eligibility for this benefit. The teacher must present to the Superintendent a copy of the certificate(s) claimed prior to receiving such payment.
- F-7. Although nurses shall not be assigned any formal teaching responsibilities, nurses may be expected to participate in the instruction of health issues no more than once a week during the months of October through May. It is understood that at no time will any nurse be solely responsible for a class.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. WORK DAY

- A-1. The work-day for teachers shall be six (6) hours and fifty (50) minutes inclusive of 15 minutes before and 15 minutes after the student day. Starting and dismissal times for students are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teacher's workday.
- A-2. Teachers will have a duty free lunch period of at least the length of the pupil lunch period.

- A-3. Teachers teaching in more than one school will not have their workday extended beyond the normal work-day of the school in which their work day began.
- A-4. Except in extraordinary circumstances, teachers, excluding department heads, coordinators, and directors, will be responsible only for meetings in the school in which they spend the majority of their time, provided that there is representation from a teacher's department at the building meetings where the teacher spends a minority of his/her time. Teachers may be required to attend one meeting per month, said meeting not to extend more than 45 minutes beyond the normal teacher workday. In addition, teachers may be required to attend eight meetings during the course of the school year as directed by the Superintendent. The eight additional meetings shall not extend more than one (1) hour beyond the normal teacher workday and shall be devoted exclusively to professional development. The agenda for the eight additional meetings shall be established collaboratively by the professional development committee, referenced in Article XXIII, Section C. Said meetings shall be scheduled at the beginning of each school year and an agenda shall be provided a day in advance of each meeting.
- A-5. Teachers in Pre-Kindergarten-8 will be responsible for scheduling parent-teacher conferences during two (2) early release days and one (1) evening. Classroom teachers in Grades 9-12 will be responsible for scheduling parent-teacher conferences during one (1) early release day and one (1) evening.
- A-6. The work-week of a 0.5 full time equivalent teacher shall be at least 18.75 hours per week that is inclusive of work during and beyond the school workday.
- A-7 Responsibilities for part-time teachers

Part-time staff responsibilities shall be as set forth below:

- All staff shall attend the first two (2) full days of professional development.
- All staff shall attend the one (1) day required for summer set up.
- For 0.5 staff and above, attendance at both October and January professional development days is required.
- For 0.49 staff and below, the employee must attend either the October or January professional development day.

<b>Staffing</b>	<b>PD requirement</b>	<b>Faculty Meetings</b>	<b>After School PLC</b>	<b>Evening Meetings</b>
0.1-0.49	Two half days	6	4	Not to exceed 2
0.5-0.79	Three Half days	8	6	Not to exceed 2
0.8-1.0	Five Half days	10	8	Not to exceed 3

If the superintendent requires attendance at professional development, staff will be paid if the professional development is scheduled outside their normal work hours (equating to the hours of the professional development) for their attendance. The superintendent may excuse attendance on a normal work day upon the request of the employee to the Supervisor / Superintendent. If an employee misses a meeting, he/she shall be required to follow up with building supervisor and familiarize himself/herself with the material covered during the meeting.

- B. Teachers may be required to attend up to three (3) evening meetings per year. It is understood that the one evening parent-teacher conference referenced in Article V, Section A-5 shall be viewed as one of the three evening meetings per year.
- C. In the event that Labor Day falls on September 1st, 2nd, 3rd, or 4th, it is agreed that the school year will start after Labor Day. In the event that Labor Day falls on September 5th, 6th, or 7th, it is agreed that the school year will start before Labor Day. In the event of extraordinary circumstances, the parties agree that the starting date may be changed by mutual agreement.

#### ARTICLE VI CLASS SIZE

- A. In all cases where possible, class maximum size aim may be 30 pupils with the understanding that there may be exceptions. (This does not apply to physical education classes, band, chorus, or orchestra).
- B. That any exceptions of classes over 30 students be reviewed with the teacher prior to close of school in June.
- C. The School Committee has agreed to employ three (3) teacher aides to relieve classes over thirty (30) at K-1-2 levels.
- D. The parties recognize the importance of monitoring student / nurse ratios in the interest of maintaining an appropriate level of health services.

#### ARTICLE VII SPECIALISTS AND SPECIAL PROGRAMS

The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

#### ARTICLE VIII NON-TEACHING DUTIES

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.
- B. Provisions will be made to engage the services of teacher aides to relieve the teachers of school lunch duty in grades one through twelve inclusive as far as possible.

- C. Teachers will not be required to perform non-teaching duties to an extent greater than now in general performed.
- D. Non-Teaching duties shall be assigned to teachers in a fair and equitable manner.

ARTICLE IX  
TEACHER EMPLOYMENT

- A. The normal work year shall consist of 185 days. The 185 days shall include 180 days, with the students in attendance, one (1) day prior to the first student day for set-up, and four (4) professional development days. The last student day shall be an early-release day for students and a full day for teachers.
- B. Full credit, not to exceed eleven (11) years, will be given for previous outside teaching experience upon initial employment, whenever possible.
  - 1. Teachers with previous teaching experience in the Millis School System will, upon returning to the System, receive full credit on the salary schedule for all teaching experience.
  - 2. Previously accumulated unused leave days will be restored to all returning teachers if they return within one (1) year.

C. EARLY RETIREMENT INCENTIVE

In order to provide an incentive for early retirement for those who so desire, and in order to preserve job opportunities for others who might otherwise face a reduction in force, the parties have negotiated this article. A teacher may only apply for and receive the Early Retirement Incentive once during his/her tenure with the Millis Public Schools. In the event that a teacher must return his/her Early Retirement Incentive pay for any reason, said teacher shall not be eligible to reapply for the Early Retirement Incentive.

As described below, a teacher who leaves the Millis School System, and who at the time of leaving has twenty (20) or more years of certified teaching, at least fifteen of which have been in Millis, shall be eligible for a salary increase as follows:

- 1. An eligible teacher who gives written notice to the Superintendent of his/her leaving the Millis School System three years in advance of the effective date shall be paid each year an additional 5% of the salary position that the teachers' salary schedule indicated he/she would earn for each of the three years preceding the effective date of his/her leaving.
- 2. An eligible teacher who gives written notice to the Superintendent of his/her leaving the Millis School System two years in advance of the effective date shall be paid each year an additional 5% of the salary position that the teachers' salary schedule indicated he/she would earn for each of the two years preceding the effective date of his/her departure.
- 3. An eligible teacher who gives written notice to the Superintendent of his/her leaving the Millis School System one year in advance of the effective date shall be paid an additional 5% of the salary position that the teachers' salary schedule indicates he/she would earn for the last year preceding his/her departure.

The notice under this provision must be given by October 1 preceding the first school year in which the raise is to be effective. The payment will be made to the teacher after the following July 1.

If a teacher fails to retire on the specified date, the teacher must repay the retirement stipend plus 10% thereof to the town of Millis.

The School Committee shall provide a pool of money for such benefit equal to 50% of one maximum M+45 salary figure applicable in the year for which the benefit is provided. In the event that the number of applicants would cause the above limitation to be exceeded, persons eligible shall be determined first by seniority, then by date of hire and finally by date of request.

- D. In order to leave the Millis Public Schools in good standing, a bargaining unit member shall notify the Superintendent of Schools of his/her intention to leave the district in writing no less than thirty (30) calendar days in advance of his/her date of departure. Any bargaining unit member who fails to notify the Superintendent in writing at least thirty (30) calendar days in advance of his/her date of departure shall have a letter placed into his/her personnel file documenting that he/she did not leave the school district in good standing. By mutual agreement, the parties may either reduce or waive the thirty-day requirement.

E. NEW TEACHERS

Purpose: The Association and the School Committee agree that having a mandatory structured induction program is important for the preparation of new teachers. The parties hereby agree that the following requirements and procedures will apply to the induction program:

1. All newly hired teachers will be assigned a mentor upon hire. Mentor responsibilities are described in Appendix B of this contract. These responsibilities include working with the new teacher throughout the school year and during certain agreed-upon hours during the summer prior to the newly hired teacher commencing teaching in Millis.
2. New teachers may be required to attend three (3) days of orientation prior to the start of their first school year in Millis.
3. Prior to the completion of their third year, all newly hired teachers are required to take or have taken The Skillful Teacher and a second course selected by a course selection committee. A course selection committee, comprised of the Superintendent of Schools, the Director of Curriculum, the Director of Technology, and a principal and four (4) Association members selected by the Association will select the second course that addresses the pedagogical initiatives of the district. Both courses and the graduate credits, if desired, will be offered without cost to teachers in their first three years of service in the school district as part of the Millis Public Schools Professional Development Program. In addition, professional status teachers who wish to take the above-referenced courses for college credit can apply their course reimbursement monies toward the cost of the college credit. The courses referenced in this section may be taken at anytime during teachers' first three years of teaching in the district.

ARTICLE X  
TEACHER ASSIGNMENT

- A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside of the scope of their teaching certificate and/or their major or minor fields of study.
- B. Changes in grade assignment in the elementary schools and in subject matter field assignment in the secondary schools will be made for the best interests of the school system.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Teachers who are assigned to more than one school in any one school day will receive twelve cents per mile for all inter-school driving done by them.
- D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, age, sex, or marital status.
- E. Each teacher be provided with a daily preparation period in grades pre-K-12. This provision shall not apply to nurses.

ARTICLE XI  
TRANSFERS

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

ARTICLE XII  
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in a professional position occurs, said position shall be posted for ten (10) days during the school year and fifteen (15) days during the summer vacation provided, however, this process may be expedited in the event of an urgent need to fill a position.
- B. All qualified teachers will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the Millis School System and other relevant factors.
- C. Appointments will be made without regard to race, creed, color, religion, nationality, age, sex, or marital status.
- D. Promotions and/or vacancies should be made from personnel within the school system if at all possible.

- E. New positions that occur shall be discussed with the Association in regards to wages, hours, and working conditions prior to their being posted.
- F. If in the event of a vacancy which occurs during the summer, the Association President shall receive such notice. Any member of the professional staff may leave with the Office of the Superintendent a self-addressed envelope in June. In the event of new positions opened, this information will be sent to individuals who leave such envelope.
- G. Vacancies within the bargaining unit will be posted, and will be awarded by seniority unless other applicants are demonstrably superior to the senior nurse in performance or qualifications.

The Committee agrees to give due weight to the applications of nurses for extracurricular positions, subject to the qualifications of the nurse applicant and subject to first priority being given to teachers.

### ARTICLE XIII TEACHER EVALUATION

- A-1. In the event the criteria upon which a teacher is to be evaluated by the supervisors who will be evaluating him/her is different from the criteria of the previous year, the parties agree a copy of the criteria shall be forwarded to the teacher prior to October 15.
- A-2. Where a teacher is assigned to teach in more than one school the Superintendent will designate one of the supervising administrators to complete the teacher evaluation. The Superintendent will notify the teacher in writing of such designation prior to October 1st of each year. The teacher shall have the option of an additional evaluation by a second supervising administrator.
- B-1. Teachers will have the right, upon request to review and make copies of the contents of their personnel file, with the exception of preemployment references. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- B-2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personal file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be called to the attention of the teacher, within a reasonable period of time.
- D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration at any level, however, he/she

will be entitled to have a representative of the Association present, and the administrator may have a representative of the administration present.

- E. No teacher will be dismissed, disciplined, reprimanded, reduced in rank or compensation, or not reappointed, or deprived of any professional advantage without good cause. Notwithstanding any other provision of this Agreement, no action of the School Committee with respect to the retention or non-retention of a teacher not employed at discretion and no action of any official of the School Department based upon such School Committee action shall be made the subject of a grievance under this Agreement by any teacher who initially began to work in the Millis School System on or after September 1, 1976.

#### ARTICLE XIV TEACHER FACILITIES

Proper teacher facilities shall be provided all teachers.

1. In each building teachers will be provided access to a suitable computer.
2. At the Middle/Senior High School, a full use telephone will be placed in a suitable room for staff use.
3. An extension phone will be placed in a suitable room in the Clyde Brown School for staff use.

#### ARTICLE XV USE OF SCHOOL FACILITIES

The Association will have the right to the use of school buildings without cost at reasonable times, for meetings. The Association shall receive approval from the Office of the Superintendent for clearance of meeting site.

#### ARTICLE XVI SICK LEAVE

- A-1. All teachers shall be granted an annual sick leave of fifteen (15) days on the first day of each school year.
- A-2. Part-time teachers shall have sick leave benefits prorated to correspond with the provisions of Section A.
- A-3. Teachers shall be entitled to use up to seven (7) sick leave days per year in the event of illness or injury to a member of the teacher's immediate family or household, including the parents of the teacher or the teacher's spouse. Family sick leave days can be used in connection with birth by non-birth/adoptive parent. The Superintendent may allow the use of sick leave beyond the seven (7) days in the case of extraordinary circumstances.
- B. The number of sick days to be accumulated shall be unlimited.

### C. SICK LEAVE BANK

- C-1. The Committee agrees to continue a voluntary sick leave bank for the use of professional personnel who have exhausted their accumulated and annual sick leave days and require additional leave to make full recovery from illness and would otherwise lose pay through such continued illness.
- C-2. The bank shall be maintained by contributions from members of the professional staff covered by this agreement. Those who wish to participate in the bank shall contribute one (1) of their annual fifteen (15) days of sick leave in order to fund the Sick Leave Bank.
- C-3. These days deposited in the Bank will be used to provide members of the Bank extended sick leave at full pay upon exhaustion of their own individual sick leave both annual and accumulated. Employees may draw from the Bank as many additional sick leave days with full pay as may be necessary to make full recovery from extended illness.
- C-4. Members may receive benefits of the Sick Leave Bank subject to the following rules:
  - a. Application for benefits shall be in writing to the Superintendent of Schools accompanied by a doctor's certificate as to the need for extended recovery time for the illness.
  - b. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until the employee's own sick leave benefits are exhausted and adequate medical certification has been provided.
  - c. Sick days drawn from the bank shall be actual workdays in which school was in session excluding weekends, holidays, school closings, and vacation periods.
- C-5. Days placed in the Bank and unused at the end of the school year shall remain in the bank and shall accumulate from year to year for use by employees in subsequent years.
- C-6. A four (4) member committee composed of two members of the Association and two School Committee members or their designees shall administer the Sick Leave Bank. The Sick Leave Bank committee shall determine the eligibility for the use of the bank and the number of days to be granted. Additional allotments may be requested, if needed, by following the procedure outlined in C4. The decision of the Sick Leave Bank committee with respect to eligibility and allotment shall be final and binding and not subject to grievance and arbitration.
- C-7. The total accumulated sick leave in the Sick Leave Bank shall not exceed two (2) days per member of the professional staff. When the accumulated sick leave in the Sick Leave Bank falls below one (1) day per member of the professional staff it shall be replenished by a contribution of one (1) day per member of the professional staff to be taken from their annual and accumulated sick leave. In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank are to be carried over to succeeding contracts.

- C-8. The Superintendent's Office shall issue a report at the beginning of each school year to the Association indicating the number of sick days in the Sick Leave Bank and the number of days used during the preceding year. This accounting of Sick Leave Bank days shall be examined annually by the Association.

ARTICLE XVII  
SEVERANCE PAY

After completion of six (6) consecutive years, a teacher, or in the case of the death of a teacher the teacher's estate, shall be entitled to terminal pay based on remaining unused accumulated sick leave. The number of unused sick leave days shall be multiplied by \$5.00 per day, but the total sum shall not exceed \$900.00.

ARTICLE XVIII  
TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year.
- A-1. Two days leave of absence for personal matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave, and the applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this Section. Personal days are not allowed before or after vacations, holidays, or when it may impair the educational process, except in extraordinary circumstances, a personal day may be used provided the teacher obtains the express written consent of the Superintendent in advance. In the case of weddings or graduations that are immediately before or after vacations or holidays, the member shall be granted a personal day if sixty (60) calendar days' notice is provided. Teachers may accumulate personal days from one year to the next up to a total of no more than four (4) days. No more than two (2) consecutive personal days shall be taken at any one time except in extraordinary circumstances with the advance approval of the Superintendent of Schools. In the event of extraordinary circumstances, teachers must provide the Superintendent with the reason for seeking more than two (2) consecutive personal days.
- A-2. At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature subject to the approval of the Superintendent.
- A-3. Time necessary for Association representative to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions, subject to the approval of the Superintendent.
- A-4. Time necessary for appearance in any legal proceeding connected with the teacher's employment except in case of suspension.
- A-5. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the

difference between their regular pay and the pay which they receive from the State or Federal Government.

- B-1. Within the School Year, a teacher shall be entitled to a leave, without loss of pay of five (5) calendar days following the day of death of the teacher's spouse, child, parent, sibling or member of teacher's immediate household.
- B-2. A teacher shall be entitled to a leave without loss of pay of three (3) calendar days following the day of death of the teacher's grandparent, mother in-law, brother in-law, sister in-law, or father in-law.
- B-3. A teacher shall be entitled to a one day leave without loss of pay for the purpose of attending the funeral of the teacher's aunt, uncle, niece, or nephew.
- B-4. The Superintendent may grant additional days if the teacher's responsibilities require additional time.
- C. A teacher will be granted up to three (3) days for the observance of religious holy days, where such observance is required by the tenets of the teacher's religion.
- D. Leaves taken pursuant to Sections A and B will be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIX  
EXTENDED LEAVES OF ABSENCE

- A. Military leave will be granted to any teacher who is required to serve in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the next level above that level he/she was on when granted the leave.
- B. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay not to exceed six (6) months.
- C. A leave of absence without pay, not to exceed one year, will be granted to any teacher for the purpose of caring for a sick member of the teacher's immediate family.
- D. Other leaves of absence without pay may be granted by the Superintendent.
- E. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if an opening is available; or, if not, to a substantially equivalent position.
- F. All requests for extensions or renewals of leaves will be applied for in writing to the Superintendent and will be granted or refused in writing.

- G. The Committee and the Association agree to abide by the provisions of Chapter 149, Section 105D, of the General Laws of the Commonwealth of Massachusetts and the Federal Family Medical Leave Act.

ARTICLE XX  
SABBATICAL LEAVES

- A. At the discretion of the Superintendent of Schools, sabbatical leaves will be granted for study and travel to a member of the teaching staff subject to the following conditions:
  - A-1. No more than two percent of the teaching staff will be absent on sabbatical leave at any one time.
  - A-2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than November 1, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested.
  - A-3. The teacher has completed at least seven (7) consecutive school years of service in the Millis School System.
  - A-4. Teachers on sabbatical leave will be paid at 50% of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
  - A-5. The teacher will agree to return to employment in the Millis School System for one (1) full year in event of a semester's leave, or two (2) full years in event of a full year's leave.
  - A-6. In the event the above condition is not adhered to, the teacher shall repay to the town all monies paid him/her unless prevented by illness, discharge or death. Incapacitating illness to be determined by adequate medical authority.
- B. Upon his/her return from sabbatical leave, a teacher will be placed on the salary schedule at the next level above that level he/she was when granted the leave and all benefits to which he/she was entitled including but not limited to accumulated unused sick leave shall be restored to him/her and he/she will be assigned to the same position which he/she held at the time said leave commenced.
- C. One (1) member of the Association to be appointed by the President, shall serve with the Superintendent to assist in the following areas:
  - C-1. Decisions concerning the awarding of sabbatical leaves.
  - C-2. If necessary, revisions of the sabbatical leave criteria.
  - C-3. As they arise, various other sabbatical leave problems.

ARTICLE XXI  
PARENTAL LEAVE

- A. Any teacher who becomes pregnant, is a non-birth parent or adopts a child shall be entitled to a parental leave of absence without pay. The teacher shall notify the Superintendent as soon as said pregnancy has been confirmed or adoption proceedings have begun, and make a request for parental leave indicating the anticipated date of departure and make an election to take either a short term (approximately six to twelve (6 -12) weeks) or longterm leave.
- B. The parental leave of absence shall begin when the pregnant teacher is no longer physically able to work as determined by a physician. A pregnant teacher may request a leave of absence to commence earlier if she so desires. In case of adoption, the Parental Leave of absence shall begin when the adoption is consummated. A non-birth parent may request a leave of absence to commence upon the birth of his/her child.
- C. A teacher shall be entitled to a longterm leave of absence as follows: A teacher must return from leave on either the start of the school year following the school year in which the leave commenced or the start of the following school year. In either case, notice of intent to return must be given by the preceding June 1. Failure to provide notice or failure to return pursuant to a notice shall result in forfeiture of the right to return.
- D. A returning teacher shall be offered a position substantially equivalent to her/his previous position unless a non-permanent teacher is holding his/her previous position. In which case, the teacher will be offered her previous position. The Superintendent may require that a teacher produce medical certification that she is physically able to resume work before returning to the job.
- E. Upon returning from a parental leave of more than twelve (12) weeks, a teacher will be placed on the salary schedule as follows:
  - E-1. If the teacher taught more than half the work year in the year of departure, she/he will advance to the next level above the level on the date of departure.
  - E-2. If the teacher taught less than half the work year in the year of departure, she/he will return to the same level. On return, a teacher will be granted all benefits to which she/he is entitled, including, but not limited to, accumulated unused sick leave.
- F. The Committee and the Association agree to abide by the provisions of Chapter 149, Section 105D, of the General Laws of the Commonwealth of Massachusetts and the Federal Family and Medical Leave Act.
- G. Any teacher will be granted a leave of absence without pay for up to two school years for the purpose of childrearing leave at the beginning of the school year. A teacher must return from leave on either the beginning of the school year following the school year in which the leave commenced or the beginning of the following school year. In either case notice of intent to return must be given by the preceding June 1. Failure to provide notice or failure to return pursuant to a notice shall result in forfeiture of the right to return. This provision

shall apply to both natural and adoptive parents. Upon returning from childrearing leave, a teacher will be placed on the salary schedule at the next level above that level she was at when granted the leave and all benefits to which she is entitled, including, but not limited to, accumulated unused sick leave shall be restored to her. A teacher shall not be granted a childrearing leave within two (2) school years after terminating a maternity leave.

- H. A teacher shall be entitled to take paid sick leave pursuant to the provisions of Article XVI of this Agreement to cover the period of her actual physical disability due to pregnancy or the termination thereof, as determined by a physician. Family sick leave days can be used in connection with birth by non-birth/adoptive parents. In addition, non-birth and adoptive parents will have access to up to fourteen (14) sick days following the birth or adoption of a child.

## ARTICLE XXII SUBSTITUTE TEACHERS AND NURSES

- A. In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her non teaching time, said teacher will be paid an additional salary.
- A-1. The amount of compensation for teachers taking over grades 6-12 classrooms will be fifteen (\$15.00) dollars per period and an amount of seventy-five (\$75.00) dollars per day will be proportionally shared by those teachers receiving grades K-5 students.
- B. In cases when a school nurse will be absent from work due to illness or having been granted leave for professional/personal days or other leaves of absence, a substitute may be hired to assume the usual duties performed by the employee in order to assure safety and continued service for the school population.
- B-1. If the expected absence is less than three working days, the Director of Pupil Personnel Services will determine whether or not a substitute is necessary.
- B-2. In cases when an expected absence is longer than three consecutive working days efforts will be made to obtain a substitute to assume the usual duties of the absent employee.
- B-3. Substitutes for the school nurse must hold a current license to practice as a registered nurse in the Commonwealth of Massachusetts.
- C. During state mandated screening programs such as vision and hearing testing, temporary help may be hired as deemed necessary by the Director of Pupil Personnel Services.

## ARTICLE XXIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS

- A. The Committee will pay reasonable expenses (including fees, meals, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the Superintendent.

- B. Effective September 1, 2007, the School Committee will reimburse the cost of tuition or CEUs for applicable employees up to seven hundred dollars (\$700) per teacher per school year contingent upon the prior approval of the Superintendent of Schools for courses taken and passed at accredited colleges and universities, or an approved equivalent. In order to be eligible for reimbursement and salary advancement, all online courses must have a specified start and end date and must contain a minimum of fifteen (15) hours of work for every graduate credit. Online courses must include a regular weekly interaction with the professor/instructor and required discussions in which the member must participate. Online courses must have assignments that are posted and graded by the professor. Self-paced modules shall not be eligible. Courses that do not meet the above criteria may be considered as graduate credit for reimbursement and/or advancement on the salary scale if approved in advance by the superintendent. Notwithstanding the foregoing language in this section, the maximum amount to be expended by the School Committee during the 2018-2019 school year for tuition reimbursement shall be capped at twenty-four thousand five hundred and twenty-six dollars (\$24,526.00). Ten percent (10%) of the tuition reimbursement budget will be set aside for CEUs required for re-licensure for certain service providers. If not committed by April 1, those funds will be returned to the tuition reimbursement budget. The remaining ninety percent (90%) of the tuition reimbursement budget will be available for all members. For each school year thereafter, the cap shall be recalculated based on the following formula: the total dollar amount that was reimbursed to bargaining unit members in the previous year shall be multiplied by 1.1 to arrive at the maximum tuition reimbursement amount for that year. The tuition reimbursement cap may increase or decrease from year to year, however, the cap shall not go lower than twelve thousand dollars (\$12,000). A transcript indicating a grade of B – or better, or an approved equivalent, and a receipt for the tuition shall be presented to the Superintendent, and reimbursement to the teacher will be made not later than one year after the course has been completed and sooner, if possible. Teachers on sabbatical or leave of absence will not be eligible.
- C. All possible use will be made of the talents and services of the professional staff in the school system to provide for a Professional Development program. Toward this end, a professional development committee will be established. The Professional Development (PD) Committee will be composed of at least one teacher designated by the Association from each school, the Curriculum Director Coordinator, a principal, a representative of each school council, and the Superintendent. The PD Committee will be co-chaired by the Curriculum Director Coordinator and an Association Representative. The PD Committee shall develop an annual professional development program. The professional development program shall be approved by the principals and reviewed by the School Committee. A draft professional development calendar for the academic year shall be made available to all members no later than October 1, when possible. Amendments to this calendar will be posted monthly, if needed.
- D. The Superintendent may set up Committees from the staff to work on curriculum and planning during the summer. The rate of pay for this work is set forth in Article IV Compensation – Miscellaneous Non-teaching Services.

ARTICLE XXIV  
PROTECTION AND INDEMNIFICATION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their Principal and the Superintendent of Schools in writing.
- B. Any teacher who is absent from work due to a workers' compensation injury received by him/her as the result of an assault or battery incurred during the course of his/her employment may receive one hundred percent (100%) of his/her regular pay through his/her accrued sick leave or, if exhausted, through approved days from the sick leave bank, so long as the teacher assigns and turns over to the employer any and all workers compensation payments.
- C. The School Committee shall provide to teachers the protections of Massachusetts General Laws Chapter 258, with the understanding that this provision provides no more requirements, nor less requirements, than the statute and that the Committee retains such discretion as the statute grants to committees.

ARTICLE XXV  
DEDUCTIONS

- A. Association Dues the system which exists for deducting dues shall be continued.
- B. Agency Fee the parties have agreed to remove the language in Article XXV, Section B for the life of this contract. If, during the life of the contract, the United States Supreme Court's Janus decision is overturned, the parties agree that the language of Article XXV, Section B, as set forth in the 2016-2019 contract, shall be reinstated into the contract.

ARTICLE XXVI  
INSURANCE AND ANNUITY PLAN

- A. The Town of Millis receives its health insurance through the Group Insurance Commission (GIC). Health insurance shall be available to members of the bargaining unit based on offerings available to the Town through the GIC. For both PPO and HMO plans, the Town shall contribute seventy percent (70%), the employee shall contribute thirty percent (30%).
- B. The Committee will pay the percentage permitted by the Town of Millis of the cost of a term life insurance plan of the type presently available to teachers.
- C. Teachers will be eligible to participate in a "Tax Sheltered Annuity Plan" established pursuant to United States Public Law No. 87370.

ARTICLE XXVII  
PROFESSIONAL CONSULTATIONS

In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of,

the Millis School System, and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that not more frequently than once every three months for a duration of no longer than two (2) hours, it will, upon request of the Association, or the School Committee meet at a reasonable time and place with the Association to consult about any matters of concern or interest to the Association. The Association agrees that prior to two (2) weeks before the date scheduled for said consultation, the Association will submit a written agenda of subjects about which it desires to consult at the meeting to the Superintendent of Schools and that the consultation will be confined to subjects on that agenda. Typical, although by no means exclusive of the items which are expected to be discussed in such period, are subjects of curriculum and textbooks, and pupil-teacher ratios. Unless otherwise agreed to in advance, the Association shall be represented by no more than six (6) representatives. It is further agreed that the provisions of this Section will in no way be construed as broadening the scope of other Sections of this Agreement or broadening the application of this Agreement as a whole, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of discussion at any time other than at the consultations described in this section that would not be a mandatory subject of discussion in the absence of the provisions of this section.

Any Agreement reached with the Committee, will be reduced to writing, will be signed by the Committee and the Association.

#### ARTICLE XXVIII DURATION

This Agreement will be effective for the school year beginning September 1, 2019. This Agreement shall remain in force until August 31, 2022 at midnight. It will be renewed automatically for a period of one year from the expiration date each year as to the School Committee and as to the Association unless the Committee or the Association shall have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.

#### ARTICLE XXIX REDUCTION IN FORCE

- A. Attrition shall be used to achieve staff reductions that the Committee has determined are necessary provided that available teachers being laid-off are certified to teach and have prior teaching experience for a minimum of one (1) year within a given discipline.
- B. The Superintendent will not lay off any teacher with professional status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher.
- C. In the event a reduction-in-staff affects only teachers with professional teacher status, the order of lay off shall be determined in the following order:

- C-1. Certification (for purposes of this Article, certifications shall follow Massachusetts Department of Education categories).
- C-2. Teachers' qualifications, which shall mean job performance as demonstrated by the teachers past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the area of certification targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the area of certification. If the overall summative rating as described is the same for each teacher, then the best interest of the students shall be determined by the ratings in Standards III and IV. No teacher with greater seniority, as defined in C-2 shall be laid off without an opportunity for remediation of a Needs Improvement rating on either Standard III or IV. In the event a teacher receives a Needs Improvement rating on either Standard III or IV, a remediation plan shall be established which shall be eight (8) months in duration, shall begin in September and shall conclude no later than April 30<sup>th</sup>. The remediation plan shall be established by the evaluator; with input from the educator. An educator shall be eligible for a remediation plan one time during his/her teaching career in Millis for either Standard III or Standard IV. For purposes of every provision of C-2, no distinction shall be made between the ratings of Exemplary and Proficient in any area.
- C-3. The total length of service in the Millis Public Schools. Any teacher who voluntarily resigns his/her teaching position and who is subsequently rehired shall not be credited on the seniority list with years of service in the Millis Public Schools prior to said resignation unless he/she returns within 2 years of the date of resignation.
- C-4. The number of years of teaching experience in a particular discipline in the Millis Public Schools.
- C-5. If two or more teachers' seniority is identical, the following process shall be followed (to be conducted among two (2) or more teachers if criteria 2, 3 and 4 above are equal among said teachers). Names will be drawn at random; such drawing will be conducted by a Committee consisting of one (1) representative of the Committee and one (1) representative of the Association.
- C-6. In the event MGL Chapter 71, Section 42, paragraph 7 is repealed so that the statute no longer requires that job performance and the best interests of the students be the primary factors in determining teacher qualifications, the parties agree to revert back to the language set forth in Article XXIX as provided in the 2013-2016 collective bargaining agreement between the parties. In the event that MGL Chapter 71, Section 42, paragraph 7 is amended, the parties agree to re-open this article of the collective bargaining agreement for the sole purpose of negotiating over the impact of the statutory changes to this provision.
- D-1. Teachers with professional teacher status who have been reduced shall for the first 26 months after the effective date of reduction retain the right to be recalled to vacancies or new positions which they are certified to teach and have prior teaching experience for a minimum of one year within the given discipline, or have a pending certificate by June 30<sup>th</sup>. If the prior experience in the discipline has not occurred within the last five years prior to the

beginning of the school year, the teacher shall take a three-credit course or a comparable professional development plan approved in advance by the Superintendent of Schools.

- D-2. Recall will be in the reverse order of reduction. The School Committee must vote on each RIF individually and the order of RIF shall be established by the sequence in which the votes were taken and consistent with Section C above. An up to date seniority list shall be maintained by the Superintendent, who shall forward six (6) copies of such list to the President of the Association.
- D-3. If subsequent to a RIF notice, a vacancy or new position becomes available, a recall notice shall be sent via certified mail to the teacher most recently reduced and qualified in accordance with one above. A copy of such notice shall also be sent to the President of the Association.
- D-4. If a teacher fails to notify the Superintendent within 14 calendar days of the certified mailing of a recall notice of his/her intention to accept recall, said teacher shall forfeit all rights and benefits to this specific recall notice. If the position is offered before July 31 of the ensuing school year, and the teacher refused, then all recall rights are forfeited.
- D-5. A teacher who declines recall to less than a position equivalent to the one he/she had will remain on the recall list. A teacher who declines recall to a full year position equivalent to the one he/she had shall forfeit all rights and benefits if the position was offered before July 31 of the ensuing school year.
- D-6. Teachers with recall benefits are required to keep the Central Office informed of their current mailing address.
- D-7. Teachers who have been RIF'ed shall be given preference on the substitute list should they so desire. If a teacher who has been RIF'ed is assigned to a long-term substitute position, he/she will go on the appropriate salary step. A long-term substitute position is one of which a teacher is employed in one assignment for a period of more than thirty-one (31) continuous teaching days.
- E. Transfers shall be utilized before a reduction-in-staff takes place providing there is an opening(s) for which the teacher(s) being laid-off is certified to teach and has prior teaching experience for a minimum of one (1) year within the given discipline.

#### ARTICLE XXX HEALTH AND SAFETY

A Health and Safety Committee shall be established composed of three representatives designated by the Association and three representatives designated by the District. The Association and the District shall each appoint one individual from their representatives to serve as a co-chair of the Health and Safety Committee. If either party wishes to bring a non-representative to a joint meeting, they shall provide the other party with at least 24 hours' prior notice. Any concerns of members of the bargaining unit regarding unsafe or hazardous conditions in the workplace shall be referred to the Health and Safety Committee, which upon receipt of the concern, shall meet to review it within ten (10) business days.

The Health and Safety Committee shall determine the validity of the concerns and, where necessary, develop recommendations for resolution. The Health and Safety Committee's recommendations will be presented to the School Committee.

An emergency meeting of the Health and Safety committee can be called by either party and meet in-person or via phone or video conference as soon as reasonably possible if upcoming extreme temperature conditions pose a threat to working and learning conditions to develop an action plan.

ARTICLE XXXI  
SAVINGS CLAUSE

- A. If any provision of this Agreement is held to be contrary to law, then such provisions 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 renegotiating the provision or provisions affected.
- B. The cost of printing this Agreement shall be shared equally by the Committee and the Association.

ARTICLE XXXII  
NON-DISCRIMINATION

The Committee agrees that with regard to its decisions on hiring, salary placement, job security, professional advancement and working conditions every teacher shall be free from discriminatory treatment or impact on the basis of gender, sexual preference, race, ethnicity, religion, age, salary, and political or Association affiliation or activity.

ARTICLE XXXIII  
TECHNOLOGY

- A. Bargaining unit members will respond to parental/guardian e-mail inquiries within twenty-four hours, or within one workday, whichever is longer, acknowledging receipt of the email.
- B. Teachers have the right to access student data electronically to the extent permitted by law and/or DESE DOE-regulations.
- C. The parties agree to establish a joint labor management committee to address technological developments as they impact or potentially impact teachers' performance of their professional duties. Such a committee shall also address the ongoing training needs required to maximize the district's technological capabilities.
- D. Should the Committee wish to offer any courses through long-distance learning, it shall present its plan to the Association prior to finalizing such plan.

ARTICLE XXXIV  
SCOPE

This Agreement constitutes the entire agreement between the parties and shall not be modified or added to except by a written instrument signed by the parties after the initial effective date of this Agreement.

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\*\* The Rubrics for Classroom Teachers and Specialized Instructional Support Personnel can be found in the Conference area of First Class in the New Evaluation System Folder.

\*\* All Forms needed for the Evaluation Process can be found in the Conference area of First Class in the New Evaluation System Folder.

## 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated to replace Appendix A of the 2010-2013 Collective Bargaining Agreement 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

- 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, including but not limited to, school nurses, guidance counselors, speech and language pathologists, some reading specialists, special education teachers, occupational therapists and physical therapists.
- C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) \*District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) \*Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) \*Educator Plan: The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) Improvement Plan shall mean a plan developed by the Evaluator with input from the educator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) \*ESE: The Massachusetts Department of Elementary and Secondary Education.
- I) \*Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) \*Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals. This may apply to PTS educators who are proficient or higher.
  - iii) Contributing Evaluator shall contribute to the evaluation through observations and make recommendations to the Primary Evaluator.
  - iv) 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.
  - v) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  - L) \*Experienced Educator: An educator with Professional Teacher Status (PTS).
  - M) \*Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
  - N) \*Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
  - O) \*Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  - P) \*Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or

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

- Q) \*Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) Multiple Measures of Student Learning: Measures must include a combination of classroom; school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) New Assignment: An Educator with PTS shall be considered in a new assignment when teaching under a different license, a new discipline (subject), a new school, or 3 or more grade levels above or below their assignment.\*Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation will occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- U) \*Performance Rating: Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.



- iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) \*Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
  - BB) \*Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
  - CC) \*Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
  - DD) \*Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

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

growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of any duration.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Examination of Educator work products such as, but not limited to, newsletters, curriculum units and products, assessments, lessons, reports, phone logs, presentations, professional development.
- 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 district, school or individual goals, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator has shared with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. The teacher and caseload educator rubrics used in Millis are those provided by the ESE in January 2012 as amended by the parties and attached here to.

#### 5) Evaluation Cycle: Training

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

#### 6) Evaluation Cycle: Annual Orientation

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

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

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- (c) Proposed goals to pursue:
  - (1) At least one goal directly related to improving the Educator's own professional practice.
  - (2) At least one goal directly 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. Goals may be revised with the approval of the Supervisor. See Sections 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator approves the Educator Plan by November 1st. The educator shall sign and date the educator plan upon receipt. Within 5 school days of its receipt the educator may submit a written response. The educator's signature indicates that the educator received the plan. 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 – Educators without PTS

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

## 10) Evaluation Cycle: Observation of Practice – Educators with PTS

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

## 11) Observations

The Evaluator's first observation of the Educator will take place by November 15. Observations required by the Educator Plan will be completed by May 15th. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

### A) Unannounced Observations

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

### B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

- (a) The Evaluator with input from the educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (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 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (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 commendations and/or 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 two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) 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 15 school days of receiving the report and will be attached to the formative assessment.
- H) The educator shall sign and date the Formative Assessment upon receipt. Within 15 school days of its receipt the educator may submit a written response. The educator's signature indicates that the educator received the plan. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator with input from the educator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) 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 15 school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation upon receipt. Within 15 school days of its receipt the educator may submit a written response. The educator's signature indicates that the educator received the plan.
- H) As a result of the Formative Evaluation report, the Evaluator with input from the Educator Assessment may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

#### 14) Evaluation Cycle: Summative Evaluation

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

#### 15) Educator Plans – General

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

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. Educator input is welcome.
- 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 of a reasonable nature 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. Educator input is welcome.
  - ii) The Educator may request that a representative of the Teachers Association attend the meeting(s).
  - iii) If the Educator consents, the Teachers Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s).

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

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

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

A) Educators with PTS on Two-Year Plans

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

B) Educators on Plans of Less than One Year

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

21) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-2014 whose impact on student learning is rated moderate or high, may be recognized and rewarded as determined by the district through collective bargaining where applicable.

22) Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23) Using Student feedback in Educator Evaluation

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

24) Using Staff feedback in Administrator Educator Evaluation

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

25) Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26) General Provisions

- A) Only Administrators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may

meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E) The parties agree to establish a joint labor-management evaluation team, which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.

## Role and Expectations for Mentors (for newly hired teachers without a DESE professional license):

## Year One:

- Meet for 10 hours with new hire during summer to provide a solid beginning for the first days of school
- Help new teachers to develop effective routines and procedures
- Help new teachers develop an effective classroom management routine
- Meet at least ½ hour weekly with new hire during school year for curriculum and instructional coaching
- Attend 4 mentor/advisor training and program development sessions outside of the regular school day per year
- Serve as a liaison, resource and non-evaluative coach for the new teacher
- Willingness to observe and be observed by new teachers
- Provide confidential support and encourage reflection

## Year Two:

- Provide opportunities for deeper reflection and encourage continuous improvement

## Role and Expectations for Advisors (for newly hired teachers with a DESE professional license):

- Meet for 10 hours with new hire during summer to provide a solid beginning for the first days of school
- Help new teachers to develop effective routines and procedures
- Meet as needed with new hire during school year for curriculum and instructional coaching
- Attend 4 mentor/advisor training and program development sessions outside of the regular school day per year
- Serve as a liaison, resource and non-evaluative coach for the new teacher
- Willingness to observe and be observed by new teachers
- Provide confidential support and encourage reflection

## Role and Expectations for Mentoring Site Coordinators:

- Assist Director of Curriculum in planning and providing training for new hires and mentors / advisors
- Plan with Principal to provide informal monthly or bi-monthly support sessions on topics of need for new staff
- Provide on-going consultation to new hires and mentors / advisors as needed to monitor success of mentoring program

## Qualifications for Mentors / Advisors / Mentor Site Coordinators:

- Professional Status and at least 5 years teaching experience, at least 3 within Millis
- Exemplary professionalism and role model
- Highly skilled and knowledgeable educator
- Good communication and interpersonal skills
- Non-judgmental and nurturing personality
- Desire and willingness to help new staff and share expertise
- Able to respect confidentiality of new hire
- Able to guide and encourage new teacher to be a reflective practitioner

- Mentor Site Coordinators shall have previous experience as either a mentor or advisor in the Millis Public Schools

Qualifications: The above requirements can be waived because of need or at the discretion of the principal.

Compensation: Mentors and Mentor Site Coordinators will receive a \$1,000 stipend. Advisors will receive a \$500 stipend.

FOR THE ASSOCIATION  
(Signed)

-----  
Maryann Ziemba, Chairperson  
MTA Contract Committee (MTACC)

-----  
Maryann Ziemba, President  
Millis Teachers Association

MTACC Members

Teri Bedard  
Kristine Botelho  
Jennifer Carlson  
Mary-Ellen D'Espinosa  
Yvonne FitzGerald  
Jane Liotta  
Mike McKay  
Cheri Mullally

FOR THE COMMITTEE  
(Signed)

-----  
Steven Catalano, Chairperson  
School Committee

-----  
Kerri Roche, Secretary  
School Committee

School Committee Members

Robyn Briggs  
Marc Conroy  
Denise Gibbons  
Kerri Roche

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