

AGREEMENT

between the

CHELMSFORD SCHOOL COMMITTEE

and the

CHELMSFORD FEDERATION OF TEACHERS
LOCAL 3569, AMERICAN FEDERATION OF TEACHERS
MASSACHUSETTS, AFL-CIO

TEACHERS/NURSES UNIT

JULY 1, 2019 – JUNE 30, 2022

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THIS AGREEMENT is effective July 1, 2019, by and between the CHELMSFORD SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the CHELMSFORD FEDERATION OF TEACHERS, Local No. 3569, an affiliate of the American Federation of Teachers, Massachusetts, AFL-CIO (hereinafter referred to as the Union).

PREAMBLE

The School Committee of Chelmsford and the Chelmsford Federation of Teachers recognize that their prime purpose is the development and operation of educational programs of the highest quality for the benefit of the students and the community of Chelmsford. In order to fulfill this prime purpose, relationships must be established on the basis of the parties' responsibilities to each other and on the concept of education as a public trust and as a professional calling.

Therefore, the parties agree as follows:

ARTICLE 1

RECOGNITION

- 1-01. The Committee recognizes the Union as the sole collective bargaining representative for the following employees of the Chelmsford School Committee for the purpose of bargaining with respect to wages, hours, and other conditions of employment:
- a. All employees including art, music, reading, physical education, health, English Language Learners (ELL), learning disabilities, library assistants, guidance counselors, registered nurses, licensed practical nurses, social workers, school librarians, speech therapists, team and unit leaders, department heads, school psychologists, physical therapists, occupational therapists, assistant occupational therapists, technology assistants, and supervisors of students;
 - b. All employees, including registered employees, and licensed and practical employees;
 - c. All employees within federally funded programs;
 - d. All coaches for salaries only.

Excluded specifically, however, are substitute employees, and all other employees of the Chelmsford School System.

- 1-02. The term "Union" as used in this Agreement means the Chelmsford Federation of Teachers, Local 3569, AFT MA, AFL-CIO. The term "Committee" as used in this Agreement means the Chelmsford School Committee and the school administrative organization. The term "employee" as used in this Agreement means a person employed by the Committee in this bargaining unit as described in Article 1-01.
- 1-03. It is recognized that the Committee, the Superintendent, and the building principals have, and will continue to retain, whether exercised or not, the sole rights and responsibility to direct the operation of the public schools of Chelmsford in all its aspects, consistent with the provisions of the Education Reform Act of 1993. The rights of the Principal include the right to hire employees in his or her building, subject to the approval of the Superintendent. These rights and responsibilities shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this agreement. No action taken by the Committee with respect to such rights and responsibilities, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of the Agreement.
- 1-04. No employee with professional teacher status ("PTS") will be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause; just cause including, but not limited to, inefficiency, incapacity, conduct unbecoming an employee, or insubordination. A non-PTS employee, after ninety (90) calendar days of continuous employment and during his contract year, shall not be discharged except in accordance with MGL Ch. 71, Section 42, and shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.
- 1-05. (a) The provisions of paragraph 1-04 are not intended to restrict the Superintendent's sole right to determine, to appoint or not to appoint to a term, a non-PTS employee; and such

appointment, renewal or reappointment, or appointment to PTS, of a non-PTS employee, will not be subject to the grievance and arbitration provision of this Agreement.

(b) In recognition of the fact that occupational and physical therapists, as well as licensed practical nurses, library assistants, technology assistants, assistant occupational therapists, and supervisors of students, are not eligible to obtain professional teachers status under MGL Ch. 71, the parties hereby agree as follows with respect to the bargaining unit members who are employed as licensed practical nurses, library assistants, technology assistants, assistant occupational therapists, and supervisors of students:

1. During their first three (3) consecutive years of service, licensed practical nurses, library assistants, technology assistants, assistant occupational therapists, and supervisors of students will be subject to annual renewal or non-renewal of their contracts on the same basis as teachers. Once a licensed practical nurse, library assistant, technology assistant, assistant occupational therapist, or supervisor of students has served for three (3) consecutive school years and has been rehired for a fourth (4th) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment provided that he/she was properly licensed and, if applicable, certified for that entire three (3) year period, and shall enjoy the same contractual rights as teachers with PTS.
2. Licensed practical nurses, library assistants, technology assistants, assistant occupational therapists, and supervisors of students with up to three (3) years of service in the Chelmsford Public Schools shall be evaluated on at least an annual basis and those licensed practical nurses, library assistants, technology assistants, assistant occupational therapists, and supervisors of students with more than three (3) years of experience in the Chelmsford Public Schools shall be evaluated once every two (2) years. Said evaluations shall be conducted on the same schedule as all other members of the bargaining unit with the same level of experience in the Chelmsford Public Schools.

1-06. Reduction in Force: Decline in student enrollments, a reorganization, and/or economic cause, may necessitate a reduction in the number of positions occupied by employees in the bargaining unit. After the School Committee has decided to reduce a number of such

positions for the reasons set forth in this paragraph, it shall, consistent with applicable laws, determine the order in which employee(s) shall be released in the following manner:

- a. A PTS employee shall not be released before a non-PTS employee if there is a position available which the PTS employee is qualified to fill. Termination of non-PTS employees is solely at the discretion of the Superintendent and not otherwise subject to the provisions of this paragraph, and is not subject to grievance and arbitration.
- b. For a PTS employee to be released for the reasons set forth in this paragraph, the school system must have reduced a position(s) within the following categories:
 1. elementary
 2. within a department at the secondary level
 3. within an area of specializationand the employee(s) must occupy a position in such category in which the reductions are to occur. The Superintendent will retain the employee(s) in a category with a greater length of service as defined in paragraph 1-06(c) below, unless an employee(s), within such category, with a shorter length of service has demonstrably unique skills.
- c. The Superintendent shall provide the Union with seniority lists, which shall be kept current. Seniority is defined as length of service in the bargaining unit from date of initial appointment. For employees within federally funded programs, seniority begins July I, 1986 or thereafter, on date of hire. Employees hired new on the same day shall appear on the seniority list, alphabetically by last name, then first name. An employee's seniority shall not include periods of unpaid leave pursuant to Article 19 or time when not within bargaining unit positions.
- d. When the Superintendent has determined to retain a less senior employee as described above, and has not transferred or reassigned the more senior employee to another position or vacancy for which the employee is certified, and not demonstrably unqualified, the Superintendent shall notify the affected employee and the Union in writing.

In the event of budget cuts requiring the elimination of a Department Coordinator position (represented in the Chelmsford Administrators Association contract) a Department Coordinator will only have the right to be considered for transfer to a bargaining unit position if the vacancy is the result of a retirement, resignation, or the creation of a new position. For the transfer process, a Department Coordinator's seniority shall include only the length of service in this bargaining unit, if any.

- e. In the event an employee is released pursuant to this section, the school system, shall at the request of the employee(s) provide positive recommendations clearly indicating that the release in accordance with this section did not reflect unfavorably on the employee's performance in the school system.
- f. Nothing herein, however, shall be construed to affect the power of the School Committee pursuant to this contract or applicable law to act towards employees for or otherwise especially concerning matters described in paragraphs 1-04 and 1-05.
- g. Any employee(s) released as the result of action taken under this section shall be eligible for recall under the following conditions:
 - 1. The School Department shall maintain a complete list of all such employees.
 - 2. The employee's name shall be maintained on the recall list until September 1, two (2) years next following the date the employee was notified of being released by the school system.
 - 3. Provided that the employee is still on the recall list in accordance with the procedures set forth in the paragraph below, the most senior employee on the recall list who is certified to teach the subject where a vacancy occurs shall be appointed to that vacancy, unless the employer believes that such employee, notwithstanding certification, is demonstrably unqualified to be appointed to such vacancy. In that event the Superintendent shall not appoint such employee and shall be required to notify such employee and the Union in writing of this decision. In such event, the Union may file

with the American Arbitration Association for expedited arbitration, with consent of employee, without recourse to the grievance procedure within 30 calendar days following the receipt by the Union of the copy of the notice. The burden of showing by a fair preponderance of the evidence the reasons for the Superintendent's failure to appoint the senior certified employee(s) from the recall list, shall be upon the Superintendent. The arbitration on the merits shall be conducted in accordance with this contract except as modified procedurally by the rules of the American Arbitration Association for expedited arbitration when elected.

4. The notified person must respond in writing within seven (7) calendar days from the date of postmark by USPS certified mail, return receipt requested, to the last known address on file. The member will also be notified via e-mail to the last known e-mail address on file.
5. Any employee recalled shall, upon return to the school system, be entitled to all rights and benefits including but not limited to PTS, seniority, and sick leave accumulation that he/she held at the time of the layoff, and shall be placed on the salary schedule at the step to which the employee would otherwise be entitled.

h. An employee may be removed from the recall list for the following reasons:

1. Exhaustion of the two (2) year time period set forth above;
2. Failure to respond to two (2) written notices of vacancy within the seven (7) day time period set forth above;
3. Two (2) refusals of offered positions; or
4. at the employee's request.

1-07. Parties to this Agreement will not discriminate against any employee because of race, creed, color, religion, nationality, domicile, sex, marital status, age, physical handicap, or membership or non-membership in the Union.

1-08. The Committee shall not limit by any action of the Committee or administrative staff, the rights of the employee to self-organization and concerted activity as set forth in

Section 2 of General Laws Chapter 150E. The parties further agree that an employee shall have the right to refrain from any and all such activities without discrimination by either party. The religious or political activity of any employee, or the lack thereof, will not be grounds for any discipline or discrimination against such employee with respect to the professional employment of such employee.

ARTICLE 2

DURATION

- 2-01. This Agreement shall be effective July 1, 2019 and shall expire June 30, 2022. Negotiations for a successor agreement shall commence at the request of either party on or after October 1, 2021.

ARTICLE 3

GRIEVANCE PROCEDURE

- 3-01. A "grievance" is a complaint by an employee or a group of employees or the Union (CFT) which alleges a violation, misinterpretation, misunderstanding or misapplication of the terms of this Agreement by the School Committee or its agents.

3-02. Procedure

a. Level One - Informal

1. An employee with a grievance will discuss it first with his/her Principal or immediate supervisor with the objective of settling the matter informally, within five (5) school days. Any matter which cannot be settled informally shall then be filed with the immediate supervisor or Principal on a form which is Exhibit A of this Contract, signed by the individual employee, group of employees or Union affected.
2. Within five (5) school days after receipt of the grievance form, the Principal or immediate supervisor will meet with the employee to further discuss the grievance. The employee may have a representative from the Union or the American Federation of Teachers Massachusetts present if so

desired. The Principal or immediate supervisor may request that a member of the administrative staff be in attendance.

b. Level Two - Formal

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been received by the grievant within ten (10) school days after presentation of the grievance form to the Principal or his immediate supervisor, the grievant or the Union Grievance Committee may file the grievance form with the Superintendent of Schools within ten (10) school days following the receipt of the adverse decision or the elapse of ten (10) school days from the date the grievance form was presented to the Principal and/or immediate supervisor whichever is later. The Superintendent and/or his/her designee will meet with the grievant and/or the chairman of the Grievance Committee in an attempt to resolve the grievance within five (5) school days of the receipt of the grievance form by the Superintendent. If the grievance is not resolved by the meeting, the Superintendent shall give his/her written answer to the grievant (copy to the Union Grievance Committee) within ten (10) school days following the end of the meeting.
2. If the grievant is not satisfied with the resolution of the grievance by the Superintendent and/or his/her designee, or if no decision has been received by the grievant and/or the chairman of the Grievance Committee, the grievant and Union Grievance Committee may file a grievance form with the School Committee by serving it upon the Superintendent as its agent within ten (10) school days following the adverse decision by the Superintendent to the grievant or the presentation of the grievance at Level Two, to the Superintendent, whichever is later.
3. All Level Two grievances must be filed separately on a form which is Exhibit A of this Contract signed by the individual employee or group of

employees affected, or if a group grievance, by at least two (2) members of the class affected.

c. Level Three

1. Within ten (10) school days after the receipt of the grievance form, the School Committee (or a part thereof) will discuss the grievance with the Union Grievance Committee (or a part thereof) and the grievant in an attempt to resolve the grievance. If the grievance is not resolved by the meeting, the Committee shall give its written answer to the grievant copy to the (Union Grievance Committee) within ten (10) school days following the end of the meeting.

d. Level Four

1. If the grievant is not satisfied with the disposition of the grievance at Level Three and the Union Grievance Committee determines that the grievance should be submitted to arbitration, then within twenty (20) school days following the notice of adverse decision to the grievant and/or within twenty (20) school days following the meeting with the School Committee, whichever is later, arbitration shall be commenced by receipt of a written demand for arbitration by the American Arbitration Association in Boston, MA and by the School Committee.
2. The parties shall be bound by the rules of the American Arbitration Association for Labor Arbitration in the selection of an arbitrator.
3. The arbitrator so selected will hold hearings promptly and will issue his/her decision not later than thirty (30) calendar 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 in the issues submitted. The arbitrator will be without power or authority to add to or subtract from the terms of the Contract. The arbitrator will be without power or authority to make

any decision or award violative of the case law or statutory laws of the Commonwealth, or which requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement, or which matter has been excluded from the grievance and arbitration procedures of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Union and will be final and binding, subject to review pursuant to the provisions of Chapter 150C of the General Laws.

4. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Union.

3-03. Miscellaneous

- a. If an employee has not filed a grievance under this Agreement on the grievance form with his/her Principal and/or his/her immediate supervisor, or if a group grievance or a grievance form has not been filed with the Superintendent within thirty (30) calendar days after the employee or the group of employees knew or should have known of the act or conditions upon which the grievance is based, or if an institutional grievance has not been filed within thirty (30) calendar days after the officers, agents or employees of the Union knew or should have known of the act or conditions upon which the grievance is based, or if the grievance is not filed with the Superintendent, the School Committee or the American Arbitration Association within the time limits set forth herein, except as is mutually agreed to in writing, then the grievance will be considered waived. A dispute as to whether or not the grievance is waived will be a subject of the arbitration pursuant to Level Four.
- b. Grievances filed during the summer months of July and August may be extended by mutual agreement to September at which time the time limits specified herein will then apply to any such grievances. This would not include grievances filed in June whose final resolution may extend into July and/or August.

- c. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- d. Whenever a condition adversely affects employees in more than one building, a group grievance policy shall be in effect and the grievance procedure will commence at Level Two.
- e. No lawyers shall be present at Level One and Level Two.

ARTICLE 4

SALARIES

4-01. The salaries of all employees are set forth in Appendices which are attached hereto and made a part hereof.

4-02. Longevity - A longevity stipend will be paid as follows:

	Teachers	Nurses
20-24 years	\$1,736	\$1,200
25+ years	2,605	1,500

The longevity stipend shall be discontinued for all new employees hired after June 30, 1994.

4-03. Employees will be paid in the following manner:

- a. Any annual salary or annual stipend or portion thereof described in Appendix A and B shall be paid to employees who are eligible in bi-weekly payments throughout the academic school year on a ten (10) month equal payment schedule or in bi-weekly payments throughout the calendar year beginning September 1, except as provided in paragraph "b" below.
- b. If an employee requests of the Superintendent in writing on or before the first day of the teacher work year, he/she may receive such monies as would normally be paid to him/her in the months of July and August, in accordance with paragraph "a" above, in one (1) payment to be received by the employee on or before June 30.

- c. Employees working for compensation during the summer months, as defined in Section 4-04 below, will be paid on the regular employee pay day.
 - d. Appendix C stipends (coaches) shall be paid in two installments. The first installment shall be made half way through the sports season and the second at the end of the season.
 - e. Appendix E stipends (activities) shall be made on the payday before Thanksgiving and the payday before April vacation.
- 4-04. The salaries or annual stipends paid to employees as set forth in Sections 4-01 and 4-02 and Appendix A and B are fully earned on June 30 for each school year commencing the previous September 1, and proportionally earned as the school year progresses; except that in the event of a death or total and permanent disability of an employee between the close of school and the end of the year on June 30, for which the employee has not yet received payment as set forth in paragraph 4-02 "a" or "b," such portion of the employee's salary will have been deemed fully earned and payable on June 30.
- 4-05. Any program offered to employees by the Committee for compensation, except for extracurricular activities, from the day following the designated last day of school until the first day of the following school year will be on a voluntary basis. Programs the Superintendent determines primarily beneficial to the school system, for example, teaching or developing materials, shall be compensated for at the daily rate of thirty dollars (\$ 30.00) per hour. Programs the Superintendent determines primarily beneficial to the professional development of the employee, for example, receiving instruction or information, shall be compensated at a rate to be determined by the Committee.

Opportunities to participate and the rate of pay shall be posted. Participants will be selected from the applicants.

4-06. Any program offered by the Committee to employees for compensation, except for extracurricular activities, from the first day of the new school year to the last designated day of that same school year on other than school days, will be on a voluntary basis. Programs the Superintendent determines primarily beneficial to the school system, for example, teaching or developing materials, shall be compensated on a per diem basis, or any proportion thereof, based on the actual hours the employee participates.

Programs the Superintendent determines primarily beneficial to the professional development of the employee, for example, receiving instruction or information, shall be compensated for at a rate to be determined by the Committee. Opportunities to participate and the rate of pay shall be posted. Participants will be selected from the applicants.

4-07. The maximum work day for employees working under provisions of paragraph 4-05 or 4-06 shall be seven (7) hours.

4-08. For any scheduled work day in which an employee does not work during the school year from September 1 through June 30, and which failure to work is not covered by a paid leave provision of this Agreement, a per diem amount of the employee's annual basic salary as set forth in Appendix A will be deducted from his/her annual salary. For any scheduled work day or part thereof which an employee does not work pursuant to paragraph 4-05 and/or 4-06, one (1) day's pay as defined therein shall be deducted from the employee's pay.

4-09. Increments are granted in the following manner:

- a. Increments are granted in September and are based on satisfactory service.
- b. In order to advance to the maximum step, in addition to satisfactory service, an employee shall have within the three (3) year period prior to advancing to maximum:

1. made a continuing effort to broaden his/her knowledge in his/her subject area;
2. made a continuing effort to keep abreast of developments in educational methods;
3. followed any reasonable suggestions for professional improvement made by his/her Principal.

4-10. Creditable Hours/Courses

"Master+30" as referenced in the salary schedule means thirty (30) credits earned after the completion of the Master's Degree requirements, provided that the credits are approved by the Superintendent. Such approval shall not be unreasonably withheld. Any credits prior to 9/1/1969 need not be approved by the Superintendent. Credits for courses in a post-master's program leading to a certificate or a degree need not be approved by the Superintendent.

A CAGS/Education Specialist degree (Ed.S.) Program must be taken at an accredited university, program, or college and must include at least thirty (30) credits. CAGS/Ed.S. Programs shall require the advance approval of the Superintendent. Such approval shall not be unreasonably withheld.

4-11. Special Education Evaluations - The Committee agrees to compensate an employee at the rate set forth in Appendix B to a maximum of two (2) hours K-8 and three (3) hours 9-12, in addition to their annual compensation, together with mileage at the rate set forth in paragraph 10-05, for each home visitation performed after school hours by the employee as part of a special education evaluation.

Except under unusual circumstances, a notice of one (1) week will be given to each employee prior to any meeting the employee is required to attend as part of the implementation of a special education program. Such meetings will normally be held during the school day. If such a meeting is held after the school day, the time spent by the employee at such a meeting will be considered to be part of the

mandatory sixteen (16) hours required of the employees without additional compensation pursuant to paragraphs 5-11. If any employee is required to spend time at such meetings after the school day in excess of the sixteen (16) mandatory hours, such employee shall be compensated for such time at the rate set forth in Appendix B. When employees are required to attend such meetings during the normal school day, the classes/duties of such employee will be covered by a substitute if needed.

- 4-12. Early Retirement Incentive - Any individual newly employed by the Chelmsford Public Schools after June 30, 2008 shall be ineligible for the early retirement incentive benefit set forth in this section. An eligible employee covered by the collective bargaining agreement between the parties may apply for and receive certain benefits for early retirement under the following terms, conditions, and limitations:
- a. Eligible Employees: A person eligible for non-disability voluntary retirement under the Massachusetts laws governing school employees' retirement who in addition:
 1. has worked for at least ten (10) continuous years prior to his/her application as an employee in any capacity in the Chelmsford School System; and
 2. will be at least fifty-five (55) years of age on the date of his/her retirement.
 - b. Benefit: Twenty-five percent (25%) of the salary of the applicant as it appears in Appendix A of the collective bargaining agreement between the parties on the date of application.
 - c. Option: The employee who elects to receive the benefits hereunder shall not be eligible for benefits under Paragraph 16-03 of the collective bargaining agreement and an employee who elects to receive benefits under said Paragraph 16-03 shall not be eligible to receive benefits hereunder.
 - d. Application, revocation of application and extension of retirement date:
 1. To be granted benefits hereunder, an eligible employee must apply in writing for such benefits not later than November 1st of the school year in which the employee desires to retire.

2. An application for early retirement incentive may be revoked in writing prior to January 15th following application. Thereafter, a revocation request may be granted by the Superintendent only for extreme hardship.
 3. An employee who wishes to extend his retirement date beyond the end of the school year into the following school year shall not be eligible for special assignment but shall be eligible to be placed on unpaid leave of absence until such mutually extended date.
- e. Payment: Payment of benefits shall be made if the applicant in fact retires and the money shall be paid on or before the last date the Committee may lawfully make such payment. The date of payment, within legal limitations, is at the option of the employee.
 - f. Waiver: The Committee may, at its sole discretion waive any limitations set forth herein for any applicant, but in such event, such waiver shall not be a precedent for any other applicant or for the Union, and the exercise of such discretion shall not be subject to grievance or arbitration by any person or the Union.
 - g. Arbitration: The provisions of this Agreement are subject to grievance and arbitration under the same terms and limitations as the collective bargaining agreement now in effect between the parties except as set forth herein.

4-13. Waiver of Tuition

- a. Each employee who has completed two (2) years of service in the Chelmsford Public Schools is allowed a fifty percent (50%) waiver of tuition for his/her child(ren) attending the Chelmsford Public Schools and/or a waiver of tuition for any extended day child/infant care programs maintained by the Chelmsford Public Schools as specified in Appendix F.
- b. Any user fees related to extra-curricular activity, intramurals, clubs, etc., will be paid by the employee, if any of his or her children elect to participate.

ARTICLE 5

WORK DAY, YEAR, LOAD

- 5-01. The work year shall begin no earlier than Monday before Labor Day annually and will terminate no later than June 30, except for employees who did not work the previous year. Newly hired employees may be required to attend no more than three (3) additional orientation days scheduled during the week immediately preceding the first work day for bargaining unit members.
- 5-02. The employees' work year shall be 182.5 days starting no earlier than Monday before Labor Day and ending no later than June 30, including one day immediately preceding and one half day immediately following the 180-day pupil year, plus one day which will be calendared during September, October or November for the purpose of professional development.

The last day of school for students shall be a half day. The rest of this day and the half day (up to a maximum of 3.5 hours) scheduled at the end of the pupil year, shall be used by employees on a self-directed basis to complete their end-of-year tasks. When the School Department contemplates extraordinary circumstances which may require such day or half-day to be scheduled at the beginning of the school year (as, for example, the opening of a new school), the School Department may initiate discussions with the Union no later than the preceding Spring to arrange a mutually cooperative rescheduling of such day or half-day.

On the day which is calendared for professional development, pupils will not be in attendance and employee attendance shall be mandatory.

Newly hired employees may be required to attend no more than three (3) additional unpaid orientation days which may be during the week immediately preceding the first work day for bargaining unit members. Any employee who is required to attend additional school days, with or without the presence of students, will be compensated at the per diem rate of that annual salary and annual stipend (if applicable) for each such

additional day. Additional days will not be scheduled during vacation periods or on holidays. The calendar as established and used during a school year will contain no more than 180 scheduled days for student attendance plus six (6) days which may be scheduled and used for student attendance if school is closed because of emergencies, except that additional days may be scheduled at the end of the school year and used if needed to meet the Commonwealth's minimum requirements for days/hours of students' attendance at school.

- 5-03. The Union will be involved in the planning and preparation of those days employees are required to work in excess of 180 days.
- 5-04. No school shall be scheduled on the following holidays: Labor Day, Columbus Day, Veteran's Day, 1/2 day the Wednesday before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriot's Day, Memorial Day, one (1) day on December 24 if December 24th is a school day.
- 5-05. Winter Break Vacation will be at a minimum not shorter than the day before Christmas through New Year's Day.
- 5-06. The four (4) days following Washington's Birthday will be a vacation.
- 5-07. The four (4) days following Patriot's Day will be a vacation.
- 5-08. The starting and dismissal time of pupils will be established by the Committee. The normal work day of employees including times set forth in paragraphs 5-09, 5-10 and 5-15 but excluding times set forth in paragraphs 5-11, 5-13, and 5-14 shall be a maximum of seven (7) hours; however, any change in an employee's present schedule resulting from the implementation of this paragraph in excess of five (5) minutes, shall require prior notice and consultation with the Union.

- 5-09. Employees may not be required to report more than fifteen (15) minutes prior to the starting time for pupils in a particular school to which the employee is assigned.
- 5-10. Except as provided in this paragraph and paragraph 5-11, 5-13, and 5-14, high school employees may not be required to remain more than thirteen (13) minutes after their normally scheduled dismissal time established pursuant to paragraph 5-08, and other employees may not be required to remain more than fifteen (15) minutes after their normally scheduled dismissal time established pursuant to paragraph 5-08. Secondary level (middle and high school) employees will provide at least one (1) make-up or extra help session on a weekly basis either immediately prior to or following school based upon student needs. Extra help/make-up sessions at the elementary level will be consistent with the current practice.
- 5-11. It is recognized that it is essential to the educational system that employees participate in staff meetings and conferences. It is agreed that such meetings and conferences should be on a voluntary basis where possible. Any such meeting or conference held before the school day commences for employee shall be on a voluntary basis.

After the first five (5) days of school, employees may not be required to attend more than one (1) meeting as described in the above paragraph per week. In one year, employees will not be required to attend more than sixteen (16) hours of such meetings.

- 5-12. Whenever possible, employees will be notified forty-eight (48) hours in advance of the meetings and will be given an agenda for the meeting. Attendance may be required at such meetings only when requested by administrative personnel.
- 5-13. Individual conferences between administrators and employees shall not be included in the sixteen (16) hour limitation as described in 5-11 or the meetings described in 4-11.

- 5-14. The following provisions will govern parent conferences and report cards at the elementary level.

Generally, employees will conduct parent conferences with each pupil's parents who desire such a conference either before the normal pupil arrival time or after the normal pupil departure time. Any evening conference will be held at the employee's discretion.

Kindergarten

Kindergarten teachers will conduct one (1) parent conference and provide two (2) progress reports, one for each of two marking periods. Parent conferences may occur any time between November 15 and February 16. The first marking period does not end for kindergarten until the last day of school in December. Since kindergarten teachers prefer to conference with parents at the time that they give out the first report card, kindergarten teachers will be conducting parent conferences for most of their students between the last two weeks of January and the first week of February. One full day of substitute coverage to conduct parent conferences is given to full-time kindergarten teachers in recognition that they have twice as many students as all other elementary employees. In addition, kindergarten teachers will conduct parent-teacher conferences on two (2) early release days designated by the administration, who shall provide teachers with reasonable advance notice of the days.

Grades 1-4

Teachers of Grades 1-4 will conduct one (1) parent conference and provide three (3) progress reports, one for each of three marking periods. Parent conferences may occur any time between November 15 and January 15. Teachers in Grades 1-4 will conduct parent-teacher conferences on two (2) early release days designated by the administration, who shall provide teachers with reasonable advance notice of the days.

- 5-15. Every employee will receive a duty-free lunch period equivalent to the student lunch period. At the elementary level and middle school grade five and six levels, this will include lunch recess. All grade five and six employees will receive a duty-free lunch

period of 40 minutes. All other middle school bargaining unit teachers will receive a duty-free lunch period of 30 minutes. Employees will not be required to perform supervisory duties during these periods.

- 5-16. The school day for elementary pupils shall be six hours and eighteen minutes with a twenty-two minute lunch and two recess periods totaling thirty-five minutes per day. The school day for middle school pupils shall be six hours and twenty minutes. This will include a forty-minute lunch for students in grades five and six, inclusive of a recess period of fifteen minutes. The school day for high school students shall be six hours and thirty-two minutes with a twenty-two minute lunch period.
- 5-17. Elementary and middle school grade five and grade six teachers shall have release time for preparation when a specialist or other professional employee is in the classroom or specialist's areas conducting the educational program, except when the classroom teacher deems it educationally appropriate to remain with the students.

Elementary school teachers shall be entitled to preparation time. Such teachers shall receive two hundred twenty-five (225) minutes of preparation time per normal workweek. Preparation time shall be pro-rated for less than a full week of school. The Employer shall make every reasonable effort to provide preparation time on a daily basis to all elementary and middle school grade five and six teachers. The Employer shall provide an additional ninety (90) minutes of preparation time per month to elementary school teachers. This additional preparation time shall be pro-rated for less than a full month of school.

- 5-18. The Committee recognizes the importance of class size and shall make reasonable efforts towards limiting size so that the maximum development of the student and the maximum effectiveness of the employee will result.
- 5-19. All High School and Middle School bargaining unit employees shall have at least one preparation period per day. Nurses shall receive a daily uninterrupted period of one-half

(1/2) hour for necessary planning and paperwork. Nurses will be called to work during this time in emergency cases only.

- 5-20. High School teachers and Middle School teachers of core subjects (English/Language Arts, Math, Science, Social Studies and Foreign Language) will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time. A preparation shall be understood to mean year-long course, or in the case of the high school, a semester course, or a different level of the same course in instances where course levels are designated. This language shall not limit the right of the school district to create time periods within the school week for student enrichment or tutoring and to assign faculty to such assignments that are relevant to their primary subject area so long as these assignments fall within the employees' required amount of teaching time.

Exceptions to this provision may be made by mutual agreement and only when necessary to do so in the best interests of the education system.

- 5-21. Employees will not be required to use lunch time, prep time, or teaching time in order to travel between buildings.
- 5-22. The Union will appoint one (1) designee per year who will be relieved from classroom duties up to three (3) hours per week to attend to Union business. Designee's name shall be forwarded to the Superintendent's Office on or before May 15. Departure from designee's assigned building shall require prior approval of designee's principal; such permission not to be unreasonably withheld. Designee must obtain permission from the principal of the building entered for the purpose of conducting Union business; such permission not to be unreasonably withheld. Such business shall be conducted without interruption of the teaching-learning process.

- 5-23. Department heads will not be required to teach more than three (3) classes a day. If a department head supervises employees in more than two buildings, the department head will not be required to teach more than two (2) classes per day.
- 5-24. Department Heads and Program Facilitators will be paid on a per diem basis when their presence is required beyond time covered by the Contract (June 30 - September 1) for duties such as interviewing prospective employees, reconsideration of bids, opening and closing school. Department Heads and Program Facilitators may be required to work up to five (5) days before the first day of school and up to five (5) days after the last day required of the classroom teachers.
- 5-25. Guidance counselors at the high school level will work four (4) days in addition to the regular work year for employees either before the first day of school or after the last day of school for classroom employees. The high school principal shall have the discretion to approve in advance which additional days the guidance counselors will work in a particular year based on the needs of the department and the building. They will be paid on a per diem basis for the days worked.
- 5-26. School Psychologists shall not be required to work more than seven (7) hours per day including a lunch period in accordance with a schedule determined by his/her immediate supervisor, after consultation with the School Psychologist(s). Any additional work days will be paid on a per diem basis.
- 5-27. All nurses will be allowed a work break of at least fifteen (15) minutes per day away from the work area exclusive of lunch/recess and planning periods.
- 5-28. A nurse will be granted paid leave days to attend the Nurses' Convention. This nurse shall be chosen by the Union.
- 5-29. Registered nurses will work one (1) day in addition to the regular work year for employees before the first day of school for classroom employees. The principal shall

have the discretion to approve in advance which additional day the registered nurses will work in a particular year based upon the needs of the department and the building. They will be paid on a per diem basis for the day worked.

- 5-30. Once an IPSP-Regular Ed, has been assigned to a team of teachers, the team shall determine the utilization of the IPSP-Regular Ed, consistent with the programmatic guidelines set by the building principal. The IPSP-Regular Ed may serve as a substitute for an absent teacher who is a member of such team or may be reassigned outside of such team to serve as a substitute teacher but only if the employer is otherwise unable to hire a substitute teacher after having made every reasonable effort to do so.
- 5-31. All teachers shall enter all available data (assignment name, grade/points, date and category) into report cards electronically. Training will be provided when needed. All secondary teachers (grades 5-12) shall enter available student academic data into the District's student management software electronically for dissemination to parents and students on at least a bi-weekly basis. Progress reports shall no longer be required for teachers in grades 5-12.

ARTICLE 6

SCHOOL CALENDAR

- 6-01. The Union will be consulted in all aspects of the annual school calendar. The final decision will be made by the Committee and will not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 7

SPECIALISTS AND SPECIAL PROGRAMS

- 7-01. The School Committee and the Union recognize that classroom teachers may require the assistance of certain specialists in order to discharge their assigned duties effectively. Accordingly, the following conditions will prevail:
- a. Classroom teachers, who are in need of assistance from specialists, because of psychological or emotional factors, or hearing or vision defects which render

pupils unable to learn or behave normally in the regular classroom situation, will receive such assistance from properly qualified personnel.

- b. Classroom teachers who are in need of assistance from specialists in remedial reading in order to bring pupils up to the classroom level or from specialists in speech therapy will receive such assistance from properly qualified personnel.

7-02. Nothing contained in paragraph 7-01 should be construed in such a manner as to be contrary to the regulations promulgated by the Massachusetts Department of Education and the laws of the Commonwealth of Massachusetts in regard to special education legislation and regulations.

ARTICLE 8

NON-TEACHING DUTIES

8-01. The School Committee and the Union agree that supervision by teachers in a non-classroom setting is an educationally desirable goal. However, the parties agree that the School Committee shall direct the administration to make reasonable efforts to minimize that role for employees in the following settings:

- a. lunchroom
- b. playground
- c. corridor
- d. lavatory

8-02. The parties agree that it is educationally desirable to maximize the time spent in the classroom by employees for instructional purposes, and therefore, the parties agree that the School Committee shall direct the administration to make reasonable efforts to minimize the following non-instructional clerical activities to be performed by teachers:

- a. recordkeeping (i.e. class picture, milk money, insurance, book clubs, phone slips, federal aid slips, and lunch money);
- b. census cards;

- c. delivery of textbooks, supplies and art materials except for distribution of the same within the employee's classroom.

8-03. The parties recognize the need for employee deployment on a casual, irregular, or emergency basis for functions enumerated earlier in this Article in which employee involvement is ordinarily to be minimized. Should a grievance be filed based upon an allegation of the School Committee's lack of reasonable effort or diligence to minimize the role of employees in the foregoing categories, the arbitrator is empowered to consider, by way of example and not by way of limitation, such items as the prior practice of the parties, the frequency with which the employee(s) has been required to perform the duties which should have been minimized for her/him/them, the availability of non-teaching personnel to perform the duties for which employee involvement should have been minimized, and the goodwill of the parties to comply with the terms of the contract language.

8-04. Employees will not be required to:

- a. prepare registers, except they will be required to prepare daily attendance cards from which registers are prepared;
- b. maintain lockers;
- c. prepare bus lists;
- d. except for audio-visual personnel, to physically deliver heavy audio-visual equipment to the classroom.

ARTICLE 9

EMPLOYMENT

9-01.

- a. Employees who begin employment upon the date of ratification of this contract shall be placed on the salary schedule at the discretion of the Superintendent.
- b. LPNs
Newly hired LPNs will be placed at Step 1 of the new LPN salary grid listed in

Appendix A. The LPN salary grid is calculated at 80% of the corresponding step of the teacher/nurse salary grid.

- 9-02. Employees with previous experience in the Chelmsford School System will, upon returning to the system, receive credit for outside experience as evaluated by the Superintendent and Peace Corps experience not to exceed two (2) years. Employees who have been engaged in teaching or nursing on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- 9-03. Nothing contained herein shall be construed to prevent the placement of any employee on a higher salary level if, in the judgment of the Superintendent, it is in the best interests of the Chelmsford Public Schools.
- 9-04. If a new employee is hired at a salary above the salary prescribed by the Salary Schedule for employees in the same grade or department within each building in the school district, that salary difference of the employee new to Chelmsford shall be added to the annual salary of all other employees having equal education and experience, and who qualify for the same position. A written review of all hiring and placement decisions will be provided to the President of the Chelmsford Federation of Teachers at the completion of each hiring period.
- 9-05. Any employee who qualifies for a position as described in Article 9-04, but prefers to stay in his/her present position is not entitled to compensation under 9-04 if he/she rejects the offer of this new position.
- 9-06. Ninety (90) or more days worked within a school year shall constitute one (1) year of service for the purpose of granting an increment for all employees.
- 9-07. On October 1st each returning employee will be given written notification of his/her salary and the employee's placement on the appropriate track and step.

9-08. Overpayment and Underpayment

- a. If the school department discovers an overpayment in an employee's salary, the employee will be notified in writing by the Business Manager at the employee's home address by registered mail as soon as practical after the overpayment is discovered. The Business Manager and employee will mutually agree to a repayment schedule.

If the school department discovers an underpayment in the employee's salary, the employee will be notified in writing by the Business Manager at the employee's home address by registered mail as soon as practical after the underpayment is discovered. The Business Manager will facilitate payment for the next scheduled payment period.

ARTICLE 10

VACANCIES AND TRANSFERS

10-01. The Union and the School Committee agree to support the mission of the Chelmsford Public Schools through the establishment of an efficient and effective employee hiring and transfer process to be used when a vacancy exists, upon the development of a new position, or during a reorganization.

10-02. In order to clarify the status of employees, the following definitions will apply:

- a. Assignment - An assignment is defined as the position held by an employee in a particular grade, subject area and school building.
- b. Designated - Employees are "designated" when there is a decrease in the number of classes of a particular grade and/or subject area. In each school and in each grade and/or subject area where the number of classes is to be reduced, the least senior employee currently in that grade or subject area in that school is designated for reassignment.
- c. Reassignment - A reassignment is defined for the purpose of this section as a change in building, grade or subject area. Notwithstanding Section (b), a more senior employee in the grade and/or subject area when the number of classes is to

be reduced may self designate in lieu of the least senior employee who otherwise would have been designated.

- d. Leave Designation/Voluntary Transfer - An employee returning from an approved career, maternity or education leave who has notified the Superintendent by March 1st of his/her intent to return to work for the start of the following school year shall be deemed a designated employee and an applicant for voluntary transfer.
- e. Involuntary transfer - An involuntary transfer is defined as a transfer to another building, grade or subject area which has not been requested by an employee and which is made by the Superintendent. The Superintendent will notify the affected employee on or before August 15th. In unusual situations or, where the district cannot comply with the August 15th timeline, the Superintendent will notify the affected employee and the CFT president as soon as practical. The Superintendent will make every effort to avoid the involuntary transfer of a person who was selected to fill a vacancy resulting from the just-completed transfer process. The Superintendent will provide an involuntarily transferred employee with written notice of the reasons for the involuntary transfer within ten (10) days after receipt of a request for such notice from such employee. Any employee who is involuntarily transferred may self-designate during the next transfer period only. If the position from which such employee was involuntarily transferred is restored during the first year of service as an involuntary transferee, such employee shall have the right to return to his/her original position as of the beginning of the next school year.
- f. Transferee - A transferee is the individual selected for transfer to a specific position.

10-03. The following procedures will govern the reassignment of staff prior to the transfer round process outlined in Section 10-04.

- a. Each building principal will notify his/her staff in writing of anticipated vacancies in his/her building for the start of the following school year due

to announced retirements, reorganization, grade realignment, or newly created positions approved in the budget.

- b. Employees interested in being considered for voluntary reassignment within his/her building to one of the anticipated vacancies shall inform his/her principal of his/her interest in writing.
- c. Each building principal will meet with each employee in his/her building who has expressed interest in voluntary reassignment to discuss the reason for the request.
- d. Each building principal shall determine whether to reassign his/her staff to anticipated vacancies and shall notify employees of his/her decision prior to the transfer round process outlined in Section 10-04.

10-04. The following procedures will govern the filling of vacancies by designated employees and voluntary transfer applicants.

- a. On or before March 15th there will be postings of all system-wide anticipated vacancies for the start of the following school year known to be affected by anticipated retirements, reorganization, grade realignment, and newly created positions approved in the budget that remain unfilled following the reassignment process outlined in Section 10-03. Postings will include a job description, including curriculum requirements, specific tasks and teaming where appropriate. It will also include duties of the position, minimum qualifications and salary range. Employees known to be designated will be notified on or before March 15th. All bargaining unit positions in the Chelmsford Public Schools that the employer decides to fill shall be posted for a minimum of five (5) business days.
- b. Anticipated vacancies may be posted concurrently to bargaining unit employees and external applicants.
- c. Applications - Employees will apply for the posted positions on an electronic application transfer request form provided by the Personnel Office. The form will contain the building, grade and/or subject to which the employee requests the transfer. In addition, the criteria for employee selection shall be enumerated on the form so that the applicant may address each of said criteria in his/her application. All application forms will be submitted to the Personnel Office. The

Personnel Office will distribute copies of applications to appropriate principals and to the CFT President or his/her designee.

- d. Criteria for Selection - The criteria for the selection of a final transferee include:
 - 1. an employee's area of licensure and his/her experience and training in the area of licensure;
 - 2. the skills and talents required by the position;
 - 3. an applicant's professional growth plan;
 - 4. an employee's motivation for a new assignment;
 - 5. academic and professional preparation beyond licensure;
 - 6. length of service in the Chelmsford Public Schools.
- e. Properly licensed bargaining unit employees will be interviewed prior to external applicants.
- f. Selection - Upon completion of interviews of bargaining unit employees, building principals, subject to the approval of the Superintendent of Schools, shall determine whether to allow the transfer and shall notify employees of his/her decision prior to the interviews of external applicants.
- g. Designated Status - Designated employees (including involuntary transfer applicants) shall receive first priority during the selection process and shall be guaranteed employment. If a position from which an employee has been designated is recreated prior to the beginning of the next school year, such designated employee shall have the right to return to the original position.
- h. Unsuccessful Applicants - Unsuccessful applicants are invited to schedule a meeting with the Superintendent of Schools, if desired, to receive feedback regarding the selection process. The purpose of the meeting is to receive personalized feedback regarding the extent to which they met or did not meet transfer criteria.

10-05. The following procedures will govern the filling of vacancies subsequent to the transfer round process outlined in Section 10-04.

- a. Vacancies shall be posted concurrently to bargaining unit employees and external applicants. Bargaining unit employees will receive an electronic notice of posting.

- b. Applications shall be submitted through an electronic system, provided and specified by the Employer (currently SchoolSpring). Bargaining unit employees shall only be required to submit a cover letter of interest and updated resume.
- c. Interviews of bargaining unit employees and external applicants shall be conducted concurrently. Properly licensed bargaining unit employees will be offered an interview.
- d. Upon completion of interviews, building principals, subject to the approval of the Superintendent of Schools, shall select and notify the successful applicant to fill the vacancy and notify the unsuccessful applicants of his/her decision.

ARTICLE 11
ASSIGNMENTS

- 11-01. The Union and the School Committee agree to support the mission of the Chelmsford Public Schools through the establishment of an efficient and effective employee transfer process to be used when a vacancy exists, a new position is developed or during a reorganization.
- 11-02. The following rules will govern the special circumstances due to a reorganization, now or in the future. When a grade is to be moved from one building to another (as, for example, the fifth, seventh or eighth grade) teachers in such grades may volunteer to be transferred in teams to such other building or may volunteer to be transferred as individuals to such other building. If further teachers are needed to be transferred out of the building pursuant to such reorganization, they shall be selected under the designation rules. Any such employee who does not volunteer to move with such grade may apply for posted positions as a designated employee.
- 11-03. Employees will be notified in writing of their assignments for the coming year, including any special or unusual classes and/or Regular Education Initiative Programs in which they will be participating. This will be done as soon as practicable and under normal circumstances not later than August 15. Teachers will have electronic access to the finalized individual education plans for their special education students.

- 11-04. In arranging schedules for employees who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. However, such employees shall receive the current rate accepted by the Internal Revenue Service for mileage reimbursement for such travel. Employees shall be paid travel money due on a monthly basis upon approval of the required vouchers by the school administration.
- 11-05. All employees, who have voluntarily assumed part-time positions, may not return to full-time status unless a full-time vacancy is available. If an additional part-time vacancy becomes available, the part-time employee may apply to increase his/her teaching or nursing time by the amount posted until reaching full-time status.
- 11-06. An employee who is serving in a part-time status during the first two years after having been laid off as a full-time employee may opt to apply for a full-time vacancy.
- 11-07. The employee assigned to the position of Team Leader may be an employee recommended by the team concerned, but in no case is the recommended employee to be one who has not applied for the posted position.
- 11-08. Other Professional Vacancies:
- a. All professional positions in the Chelmsford Public Schools that the employer decides to fill will be posted for a minimum of five (5) business days. For the purpose of this section and for the purpose of defining a business day for posting positions, business days are any day when the United States Post Office is open.
 - b. Notice of openings will contain a job description and specific requirements applicable to any position beyond the generic job description, including curriculum requirements, specific tasks and teaming where appropriate. It will also include duties of the position, minimum qualifications and salary range.
 - c. Vacancies arising during the summer when school is not in session will be publicized via electronic medium (CPS website) and by electronic notice sent to the CFT president.

- 11-09. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Time spent in acting appointments shall not be used as indication of superior qualifications for the positions.
- 11-10. All openings for summer school, summer workshops, evening school participants, time and score keepers, and for positions under federal programs will be adequately publicized by the Superintendent by means of an electronic notice and as far in advance of the date for appointment as possible.
- 11-11. In the event a bargaining unit member who applies for a promotion to a bargaining unit position (e.g. department head) is not selected and such position is filled by a new hire, the denial of the application of the Chelmsford employee will be subject to the grievance and arbitration procedure to the extent that the actions of the Superintendent can be shown to be arbitrary and capricious.
- 11-12. In the event a newly hired employee resigns prior to assuming his/her duties, an alternate applicant may be recommended for hire without reposting the position as vacant.
- 11-13. In any given year Department Coordinators (represented by the Chelmsford Administrators Association contract) may teach zero (0), one (1) or two (2) sections. In the event of budget cuts requiring a reduction of administrative salaries for Department Coordinators, a Department Coordinator may be eligible to teach additional sections from the previous year only under the circumstances where the section is a result of a retirement, a resignation, or an addition of a teaching section to the budget for enrollment purposes. In no case shall a Department Coordinator teach more than one additional section than he/she taught the previous year, not to exceed two (2) sections at any time. A section is defined as 0.2 FTE.

ARTICLE 12

UNIVERSAL PRECAUTIONS/HEALTH ISSUES

- 12-01. All employees who are, or will be employed, in the Chelmsford Public School system will be properly instructed in the use of Universal Precautions. Staff will be provided with the equipment necessary to maintain such precautions. Training will be updated yearly.
- 12-02. The School Department will provide Hepatitis B vaccine (3-shot series) to nurses and trainers, at its expense. It is the intention of the Committee to provide such vaccine to other school department personnel who are recommended for such vaccine under public health standards for selecting public employees to be vaccinated, as set by the Commonwealth through its Department of Public Health or by the Town of Chelmsford through its Health Department.

ARTICLE 13

EMPLOYEE OBSERVATION, EVALUATION AND PERSONNEL FILES

- 13-01. Teacher, Nurse and Non-Licensed Personnel Evaluation
See Appendix G: Teacher and Caseload Educator Evaluation System
See Appendix H: Non-Licensed Personnel Evaluation System
- 13-02. Coaches Evaluation
Coaching positions shall be annual appointments and shall be posted accordingly.
Coaches may receive written feedback by the high school principal or his/her designee.
The Athletic Director shall facilitate such feedback. This written feedback shall not be placed in the bargaining unit employee's personnel file.
- 13-03. Personnel Files
a. Employees have the right, upon request, to review the contents of their personnel file. An employee may if he wishes have a representative of the Union accompany him during such review. If, during the course of reviewing his/her personnel file, an employee wishes to have copies of any of the contents thereof,

he/she shall be permitted to make those copies on facilities in the Superintendent's Office and shall reimburse the Superintendent's Office at a rate not to exceed ten cents (\$.10) per page.

- b. For purposes of this Article and interpretation under this contract, "personnel file" shall be deemed to mean the official personnel file of the employee retained in the Superintendent's Office. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature indicates merely that he has seen it and in no way indicates agreement with the content thereof. The employee will also have the right to submit a written answer to such material and, if so submitted, his/her answer shall be reviewed by the Superintendent and attached to the file copy which is inserted in the employee's personnel file. No personnel action or decision with respect to any employee will be made based on other than the contents of the employee's official personnel file as is found in the Superintendent's Office. While informal personnel files or incident files may be maintained by supervisors at various levels, the information gathered and/or contained in such informal personnel or incident files will not be a basis for any personnel action, decision, recommendation or otherwise unless such material shall first have been included in the employee's permanent personnel file as is found at the Superintendent's Office and unless inclusion therein has been in conformance with the provisions of this Article.
- c. Any complaint which is submitted in the employee's permanent personnel file at the Superintendent's Office whether made by any parent, student, or other person, and whether it requires administrative action or not, will be reported to the employee involved prior to inclusion in the aforesaid personnel file and prior to the commencement of any administrative action.
- d. Nothing in this Article is intended to infringe upon or limit the right of a principal or supervisor to discuss on an informal basis, with the employee

his/her general or professional conduct or limit the ability of the principal or supervisor to communicate, on an informal basis, with his/her staff on a one-to-one basis. If an employee is to be disciplined or reprimanded by a member of the administration, he/she may, if he/she wishes, have a representative of the Union present. Unless there are catastrophic or emergency circumstances, the disciplining or reprimanding will be done in private. For the purposes of this Article, "disciplining or reprimanding" are situations in which written documentation concerning adverse actions of an employee are placed in the employee's personnel file at the Superintendent's office.

13-04. Nothing in this Article shall diminish the provisions of Article 1-04 of this Agreement.

ARTICLE 14

EMPLOYEE FACILITIES

14-01. The Committee agrees to maintain the present employee facilities in the schools in a clean and serviceable manner.

14-02. The Committee will consult with the Union during planning stages of a new building for recommendations which the Committee will forward to the School Building Committee.

14-03. The Chelmsford School Committee for the life of this Agreement will make every reasonable effort to provide separate employee dining areas and work areas for employees in existing schools, and will be cognizant of these needs in establishing specifications for new schools.

14-04. Cellular Phones

Employees who use their own cellular phones on such field trips will be reimbursed for job-related, billed calls made and received.

ARTICLE 15

USE OF SCHOOL FACILITIES

- 15-01. The Union will have the right to use school buildings at reasonable times for meetings in accordance with the school policy for the use of school buildings.
- 15-02. The Superintendent's Office and the principal of the building in question will be given reasonable advance notification of the time and place of all such meetings.
- 15-03. If the meeting is held during those hours when a custodian is present or has regularly scheduled hours, there will be no charge for the use of the building.
- 15-04. If the meeting is held outside of those hours when a custodian is present or has regularly scheduled hours, the Union will pay the cost of the special custodian on the same basis as other organizations.
- 15-05. A bulletin board or space on an existing bulletin board will be made available to the Union for the purpose of displaying appropriate notices, circulars, and other material. Copies of all such material will be given to the building principal but his/her advance approval will not be required.

ARTICLE 16

SICK LEAVE

- 16-01. Employees who contract to work for the school year shall receive thirteen (13) days for use as sick leave as of the first day they are required to work whether or not they report for duty on that day except that employees who did not work in the Chelmsford School System in the previous year, shall receive such credit from the day they actually report to work. Employees who are hired to work after the normal commencement day for the opening of the school, shall receive a pro-rated number of sick leave days depending on the date of hire.

- 16-02. Sick leave maybe accumulated from year to year to a maximum of two hundred and ten (210) days. Those employees who have accumulated sick leave benefits from the Board of Health shall be given full credit for any days accumulated.
- 16-03. The Committee will pay at the date of an employee's retirement thirty percent (30%) of an employee's accumulated sick leave on such date to a maximum of Three Thousand Dollars (\$3,000) to be computed at the rate of Fifty Dollars (\$50) per day, provided, however, that the employee has notified the Superintendent of Schools by November 1st of the school year in which the employee intends to retire.
- 16-04. Sick leave may not be used for any other purpose except illness, injury, or disability related to a physical condition requiring doctor or hospital care. A doctor's certificate may be required from an employee who is absent in excess of three (3) consecutive days at any time. Such certificate may be required from an employee who requests the use of sick leave for an extended time. In such cases, the doctor's certificate shall be required to contain, if requested by the Administration, the medical diagnosis, the specific illness, injury, or condition for which sick leave is used or requested, prognosis, and to the extent possible, the expected date the employee will return to work. In order for an employee to be eligible to use sick leave, such employee must notify the Superintendent or designee, on or before the first day of an absence for which he/she intends to use sick leave, of the nature of the illness, injury or disability and medical diagnosis, if possible at that time, together with an estimate as to when the employee expects to return to work. Such absent employee claiming sick leave is expected to keep the Superintendent informed of the progress of the sickness, injury, or disability and may be required to provide additional doctor's certificates in the form set forth above from time to time at the discretion of the Superintendent if such absence is prolonged. If deemed in the best interests of the Chelmsford Public School System, the Superintendent may require an employee on sick leave to be examined by a physician chosen by the System. Such examination to be administered without charge to the employee.

16-05. Sick Leave for Family Illness

Up to ten (10) paid sick leave days per year may be used for the purposes specified in the first sentence of Section 16-04 or for the purpose of arranging for care of a sick member of the employee's immediate family as defined in Articles 17-05(a) and 18-01.

16-06. Employees who leave the school system and return within two (2) years shall, if rehired, have all unused sick leave days restored to a maximum of two hundred and ten (210) days.

16-07. The School Committee and the Union agree to the establishment of a voluntary sick leave bank to be operated under the following terms and conditions:

- a. Management of the sick leave bank shall be directed by a "sick leave bank committee" whose membership shall be composed of three (3) members from the Chelmsford Federation of Employees and two (2) designees of the Superintendent.
- b. The record-keeping of the sick leave bank shall be conducted by the designees of the Superintendent.
- c. No person shall be eligible to use more than one hundred and eighty (180) days or the equivalent of the number of working days in a school year from the sick leave bank for any single incident or occurrence for which an employee shall be entitled to request sick days from the sick leave bank committee.
- d. Participation in the sick leave bank shall be voluntary. Any new employees and any present members of the bargaining unit may apply for participation in the sick leave bank on or before the last school day in September. Employees who are not members of the bank after such date shall not be eligible to use the bank until the next open period in the next school year. Employees hired during the year shall be eligible to apply for the bank within thirty (30) days following their employment.
- e. The School Committee will contribute to the bank the number of days remaining in the sick leave bank under the previous contract or two hundred and fifty (250) sick leave days, whichever is the greater.

- f. The Sick Leave Bank Committee shall establish a minimum four hundred (400) sick leave days which must remain in the bank. When the number of days in the bank falls below four hundred (400), the Sick Leave Bank Committee shall assess each participant one or more days to be subtracted from his/her respective individual balance of accumulated sick leave, as is necessary, to replenish the Sick Leave Bank over the four hundred (400) days minimum balance.

16-08. For the addition of unused personal days to sick leave accumulation, refer to Article 17-07.

ARTICLE 17

PERSONAL LEAVE

- 17-01. It is recognized that absence of employees interrupts the educational process and must, therefore, be held to a minimum. It understood that employees will make every effort to attend to their personal business on "non-work days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the employee's work day.
- 17-02. In each school year an employee will be eligible for three (3) days of personal leave with pay. Such leave will be for personal, legal, business, religious, household or family matters which require the absence of the employee during work hours and which cannot otherwise be scheduled.
- 17-03. Routine personal leave requests should be submitted to the building principal seventy-two (72) hours prior to the date on which the employee wishes to be absent. Forms for personal leave requests will be made available at each school office and signed by the school principal and/or supervisor. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in any emergency situation, permission is

sought and granted orally, such permission must be confirmed in writing using the standard form.

17-04. Routine personal leave requests do not require a written or verbal explanation to the building principal; however, the form must be processed as described in 17-03 for administrative record keeping only. Ordinarily, employees shall not be eligible to use more than their three (3) allotted personal days or to take personal leave for days immediately prior to or immediately following a school vacation or holiday. In unusual circumstances, employees must request in writing that the Superintendent approve their request for an additional personal day, provided that their request specifically details the reasons for seeking an additional personal day or allowing an employee to use a personal day immediately prior to or immediately following a school vacation or holiday. The Personal Leave Form must be submitted directly to the Superintendent followed by a personal contact to discuss the personal leave request. The Superintendent's consideration of an unusual request shall not be subject to the Parties' grievance and arbitration procedure.

17-05. The following serves as a guideline for personal leave requests:

- a. Emergency or illness in the immediate family. Definition of immediate family: parent, parent-in-law, spouse, child, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, sister/brother-in-law, and any person living in the immediate household.
- b. Religious Observance - Where established religious discipline expects actual presence at services and/or for the employee to desist from his daily occupations.
- c. Personal Business - Court obligations, mortgage closing, adoption of child, summons by a government agency such as Draft Board or the Internal Revenue Service, or equivalent personal business affairs which either (a) could not reasonably be scheduled during non-work hours or (b) are beyond the immediate control or influence of the employee involved for the purpose of setting the schedule or meeting time.

- d. Commencement exercises for the employee or a member of the family as defined in Item a, but including siblings, ordination or entrance into religious orders for the employee or member of immediate family.

In the event that the school department obtains objective information which tends to show that an employee is in violation of either the spirit and/or the letter of the above language, the school department reserves the right to revoke approval of the personal day.

- 17-06. Each member of the bargaining unit shall be entitled to two (2) days' leave with pay for the purpose of the member observing religious holy days where the tenets of the member's religion obligate abstention from work and where the formal religious observance of the day conflicts with the school day. All members shall provide written notice to the Superintendent of Schools during the first week of school, or within a reasonable period of time, said time to be not less than two (2) weeks before the date of observance. The Superintendent, in his/her discretion, may grant additional religious days, which shall be deducted from the member's personal days. In the event that a teacher has exhausted his/her personal days, one (1) additional religious day may be deducted from the member's accrued sick leave. The Superintendent's decision shall not be subject to the grievance and arbitration process.
- 17-07. Unused personal days shall be added to the employee's sick leave account. For those employees who have maximum accumulation of sick leave days, unused personal days shall be added over and above the contractual maximum accumulation. These additional days may not be used until the employee's sick leave account has been depleted. These additional days may not be bought back upon retirement.
- 17-08. Paid leave or unpaid leave provided under the Family and Medical Leave Act (FMLA) shall be credited against FMLA leave entitlements to the extent permitted by FMLA.

ARTICLE 18

BEREAVEMENT LEAVE

- 18-01. Three (3) days bereavement leave without loss of pay will be granted to an employee upon the death of anyone in the immediate family as defined in Article 17-05(a).
- 18-02. The employee will be granted up to two (2) additional work days without loss of pay either before or after the day of the funeral as travel time to enable the employee to attend the funeral. Additional travel days may be granted by the Superintendent or his/her designee under extenuating circumstances. Attendance at the funeral shall be a prerequisite to being granted either or both of the two (2) aforesaid additional work days as funeral leave. It is understood that the provisions for granting leave under this Article shall be liberally construed and that the granting of leave without loss of pay under the provisions of this paragraph shall be liberally granted and not unreasonably or arbitrarily withheld. Should the funeral services be conducted on a day which is preceded by or followed by a non-work day, the granting of either or both of the additional two (2) work days of leave referred to earlier in this paragraph may be withheld if the employee involved could have traveled to and/or from the location of the funeral on a non-teaching work day.
- 18-03. In the event of the death of an employee in the bargaining unit, the president or his or her designee will be granted release time sufficient to attend the funeral services of such employee.

ARTICLE 19

EXTENDED LEAVE OF ABSENCE

Following the summary for each section is the complete contract language for that section. The employee is responsible for reading the full section before meeting with the Director of Personnel.

19-01. Military Leave

Job upon return:	Same or equal
Advance step:	Yes
Health Insurance:	Employee portion only or 100% of premium
Maximum leave:	3 years

Military leave without pay will be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of this absence up to a maximum of three (3) years.

19-02. Action Corps/Peace Corps Leave

Job upon return:	Same or equal
Advance step:	Yes
Health insurance:	Employee portion only or 100% of premium
Maximum leave:	2 years

A leave of absence without pay of up to two (2) years will be granted to any employee who joins the ACTION CORPS or serves as an exchange employee, and is a full-time participant in either of such programs. Upon return from such leave, an employee will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

19-03. Family Illness Leave

Job upon return:	Same or equal
Advance step:	See Article 9, Section 9-06
Health insurance:	Employee portion only or 100% of premium
Maximum leave:	1 year (possibility of extension through Superintendent)

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family as defined in Articles 17-05(a) and 18-01. Additional leave may be granted at the discretion of the Superintendent.

19-04. Health Leave

Job upon return:	Same or equal
Advance step:	See Article 9, Section 9-06
Health insurance:	Employee portion only or 100% of premium
Maximum leave:	1 year (must have medical support documentation)

Any employee with PTS or employee in continuous employment in the Chelmsford School System may be granted a leave of absence without pay, or increment for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

19-05. Personal Illness

Job upon return:	Same or equal
Advance step:	See Article 9, Section 9-06
Health insurance:	Employee portion only or 100% of premium
Maximum leave:	end of school year in which sick leave is exhausted or when permanent disability is determined, whichever is sooner.

Any employee whose personal illness extends beyond the period for which he is compensated by sick leave or is granted additional sick leave by the sick leave bank, will be granted a leave of absence without pay or increment for such time as it is necessary for complete recovery from such illness, but in no event will such leave of absence extend beyond termination of the school year in which sick leave is exhausted, or a determination that the employee is permanently incapacitated and is unable to return to work, whichever is sooner.

19-06. Parental Leave

Every bargaining unit employee who has completed an initial probationary period of ninety (90) days will be entitled to an eight (8) week leave of absence for the purpose of parental leave, provided he/she gives at least two (2) weeks' notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an eight (8) week leave of absence the employee will be restored to his/her previous position. An employee eligible for parental leave under M.G.L. C. 149, § 105D may use accumulated sick leave for up to four (4) weeks of the parental leave. An employee may use up to an additional four (4) weeks of accumulated sick leave for a parental leave during said eight (8) week period under the conditions set forth in paragraph 16-04. The Superintendent or designee(s) will not unreasonably deny approval of the employee's use of up to an additional four (4) weeks of accumulated sick leave based upon a doctor's certificate. The Superintendent may grant unpaid leave beyond the eight (8) weeks at his/her discretion and such decision is not arbitrable.

19-07. Use of Sick Leave Bank

The sick leave bank shall not be available for childbirth leave as is set forth above except if the employee is disabled at the end of the eight (8) week period. In lieu of the use of sick leave, or the paid childbirth leave, or paid adoption leave set forth above, a leave of absence without pay or increment shall be granted to pregnant or adopting employees. Leave will be granted for the remainder of the school year in which the child is born/adopted and the school year immediately following. If the employee desires to return to the school system the following year, notification must be sent to the Superintendent's office no later than March 1 of the year in which the employee intends to begin in September.

If there is any question concerning the pregnant employee's ability to remain safely at work and perform assigned duties, the Superintendent may require written certification of health from her physician indicating that said employee may continue in her current employment status.

19-08. Education Leave

Job upon return:	Same or equal
Advance step:	Yes
Re-enter as designated:	Yes
Health Insurance:	Employee portion only or 100% of premium
Maximum leave:	1 year

An employee with PTS or an employee in continuous employment in the Chelmsford School System may be granted a leave of absence without pay for up to one (1) year for education purposes. Upon return from such a leave, an employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

All such leaves are subject to the approval of the Superintendent and may be denied if the Superintendent deems they are not of significant value to the system.

- 19-09. All benefits to which an employee 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 the same position which he/she held at the time said leave commenced, if still in existence, or if not, to a substantially equivalent position. Employees on leave shall be treated in the same fashion as employees not on leave for purposes of applying the provisions of Article 1-06, Reduction In Force; and subject to Article 10, Vacancies and Transfers 10-02(c).

Any employee who is not receiving a salary from the Town of Chelmsford while on leave, will not accumulate seniority unless such accumulation is required by state or federal statute.

- 19-10. All requests for extension or renewals of leave will be applied for in writing. Action taken and disposition of such requests will be confirmed in writing. Employee's

entitlement to his/her prior position upon return from such extension or renewal will be arranged in accordance with Article 1-06, and subject to Article 10-02(c).

19-11. Personal Extended Absence

Job upon return:	No guarantee, but "preferential treatment in rehiring"
Advance step:	No
Re-enter as designated:	N/A
Health Insurance:	Employee portion only or 100% of premium
Maximum leave:	1 year

A leave of absence without pay or increment may be granted for a period of one (1) year for personal reasons to any employee applying for such leave who has completed at least seven (7) consecutive years in the Chelmsford Public Schools. If an employee intends to return to the school system in September, notification must be sent to the Superintendent's Office no later than March 1. Personal leave does not guarantee an employee a position, but preferential treatment in rehiring will be given for a period of one (1) year to a returning employee, all qualifications of other candidates being deemed equal.

19-12. Career Exploration Leave

Job upon return:	Same or equal
Advance step:	No
Re-enter as designated:	Yes
Health Insurance:	Employee portion only or 100% of premium
Maximum leave:	1 year, with possible extension of one year only

A leave of absence for career exploration may be granted by the Superintendent for the succeeding school year to any PTS employee covered by this agreement if requested to the Superintendent or his/her designee by the employee, in writing, on or before March 1 preceding the school year in which the employee wishes the career leave. During the

leave, the employee will be ineligible for any pay or any other benefits provided by law or by this contract to school system employees.

If granted, the leave shall extend for the school year for which it was granted and may, at the election of the employee, extend for the next full school year only, provided that the employee shall so request on or before March 1, in writing to the Superintendent or his/her designee, in the school year during which the employee is on leave. Failure to request an extension or to indicate an intention to return at the commencement of the next school year, in writing on or before March 1 to the Superintendent or his/her designee shall mean that the employee has resigned. All leaves shall be for a full school year, unless extended for another full school year, and may not be shorter unless requested by the employee and waived by the Superintendent at its sole discretion, which waiver shall not be grieved or arbitrated.

19-13. Child-rearing Leave

Job upon return:	Same or equal
Advance step:	No
Re-enter as designated:	Yes
Health Insurance:	Employee portion only or 100% of premium
Maximum leave:	Unspecified

The Superintendent in his discretion may grant an unpaid child rearing leave to an employee for the purpose of parenting a minor child.

ARTICLE 20

SABBATICAL LEAVE

20-01. The Committee upon recommendation of the Superintendent may grant a Sabbatical Leave for approved study, research or travel to members of the teaching staff who have completed at least seven (7) consecutive years of experience in the Chelmsford Public Schools (Under certain circumstances the Committee may approve Sabbatical Leave for

those with less than seven (7) consecutive years' experience in the system if the Committee deems this leave of significant value to the system).

20-02. Prior to the granting of such a Sabbatical Leave, the applicant shall enter into a written agreement with the Committee that upon the termination of such leave he/she will return to service in the Chelmsford Public Schools for a period equal to twice the length of such leave and that in default of completing such service, he/she will refund to the Town of Chelmsford an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service which was agreed to be rendered. If his/her failure to serve in the Chelmsford Public Schools for a period equal to twice the length of his Sabbatical Leave following the official termination of such leave is due to his/her illness, disability, or death, or if he/she be discharged from his/her position by the Committee, recipient shall be released from the terms of the aforesaid agreement.

20-03. Applications for Sabbatical Leave shall be submitted to the Superintendent in writing, and in such form as may be required by the Superintendent no later than January 31. The applicant will be notified if his/her application has been approved by the following April 1st of the school year previous to the school year for which the leave is being requested.

20-04. No more than five (5) Sabbatical Leaves of Absence shall be granted for any school year. In case the number of applications shall exceed the number of Sabbatical Leaves of Absence that the Committee plans to grant for a particular school year, the recommendation of the Superintendent shall be made on the basis of the value of the proposed leave to the educational system of Chelmsford.

20-05. During the course of a Sabbatical Leave, summary monthly reports of progress should be made to the Superintendent. Upon completion of a Sabbatical Leave, the recipient of the leave shall submit a comprehensive report to the Superintendent containing

transcripts of all college or university work done while on leave or any other pertinent data or interpretive material considered essential to an evaluation of his/her program.

- 20-06. The period of time associated with the Sabbatical Leave shall be considered an equivalent period of regular professional service in the Chelmsford Public Schools for purposes of salary determination, and the scheduled annual increments will be given on this basis.
- 20-07. Recipients of Sabbatical Leave shall retain PTS status and all other prescribed rights or benefits which would otherwise be theirs if they were actively teaching in the Chelmsford Public Schools during the period of leave.
- 20-08. Sabbatical Leave of Absence may be continued with programs of study, research, writing, or travel which are financed by outside non-commercial agencies or organizations such as colleges, universities, or foundations.
- 20-09. A recipient of Sabbatical Leave must serve for an additional seven (7) consecutive years (under certain circumstances the requirement may be waived) of service in the Chelmsford Public Schools before being eligible for a second Sabbatical Leave.
- 20-10. Sabbatical Leave of Absence shall not be granted for less than one (1) full semester nor more than one (1) full school year.
- 20-11. Recipients shall be entitled to receive as compensation the amount of one-half (1/2) the salary which they would have earned in the service of the Chelmsford Public Schools if they had not been on Sabbatical Leave. "Salary" will be interpreted to mean the total annual salary, excluding any supplemental payments for special assignments such as extracurricular duties that they would have been paid for the particular year during which they were on Sabbatical Leave.

20-12. Recipients shall not engage in remunerative work while on leave except as hereinafter provided. Scholarships and fellowships in approved colleges and universities which do not interfere with the prescribed program of professional improvement are excepted. If other remunerative work is desired by the member of the teaching staff while on a Sabbatical Leave of Absence, arrangements satisfactory to the Superintendent shall be made.

20-13. Nothing in the Sabbatical Leave is to be interpreted as guaranteeing a Sabbatical Leave of Absence to any employee or group of employees, and the Committee reserves the right to limit the number of such leaves to be granted in any given school year.

ARTICLE 21

LEAVE FOR LEGAL PROCEEDINGS

21-01. The Committee agrees to provide without loss of pay the time necessary for appearance in any legal proceeding connected with the employee's service with the school system if the employee is required by State or Federal law to attend.

21-02. An employee in the bargaining unit called for jury duty shall be able to fulfill this duty without loss of benefits and will be paid by the Committee the difference between his/her regular pay during such period of time, and the compensation received for such duty from the appropriate governmental body upon presentation to the school system of evidence of such pay.

ARTICLE 22

LEAVE FOR RESERVE DUTY

22-01. A maximum of twenty (20) days per school year will be provided 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. Employees will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.

ARTICLE 23

SUBSTITUTES

23-01. The Committee will make every reasonable effort to provide substitutes for all employees. In situations where substitutes are necessary, but not available, the Principal may assign an employee to use his/her preparation period for substituting. Such assignments shall be distributed equitably among all the employees in each school during the school year.

23-02. Employees will have a designated person to notify when substitute coverage is needed.

23-03. In the event an employee who has been appointed Principal's designee is required to fill in during a principal's absence for a full day, a substitute employee will be provided for that employee's classroom. Principals who plan to be absent for not more than a half day without a substitute will make every effort to return promptly at the previously scheduled time of return.

ARTICLE 24

PROTECTION

24-01. Employees will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent in writing.

24-02. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE 25

WORKER'S COMPENSATION

25-01. Employees will continue to be covered by the Workers Compensation Act as amended from time to time, on account of employment-related illness or injury.

25-02. An employee receiving workers' compensation may supplement sick payments with paid sick leave, drawn from his or her individual sick leave account, which, when added to worker's compensation, would equal the regular salary payment of the injured or ill employee. However, any employee who is absent because of injury or illness resulting from an assault and battery suffered by such employee in connection with employment in the Chelmsford School System, such salary supplement to workers' compensation shall be provided by the Committee with no chargeback against the individual employee's sick leave.

25-03. Medical expenses will be reimbursed to the full extent provided by Workers' Compensation.

ARTICLE 26

INSURANCE AND ANNUITY

26-01. The Committee agrees to continue to provide the employee with the same Health and Insurance Plan as provided Town employees. The premiums and benefits under these plans are administered by the Board of Selectmen, the Authorizing Agent.

The Committee will reimburse nurses for the full premium of their occupational liability insurance for each school year, at current coverage levels, understood to be \$1,000,000.

26-02. If the Town, by a change in the Town By-Laws, provides additional insurance programs for Town employees, or agrees to pay a larger share of the premiums, then such improvements will be granted to employees represented by the Union at the same time.

26-03. During the summer months of July and August, health coverage will be provided for all employees who complete the school year on the same basis as it is provided during the school year.

26-04. Employees will be eligible to participate in a Tax Sheltered Annuity Plan established

pursuant to United States Public Law No, 87-370. The Committee agrees to deduct from employees' salaries the premium payment for tax sheltered annuities in specified amounts when requested in writing by the employee.

26-05. Payroll deductions shall be made available to those employees who wish to participate in the following programs:

- a. Tax Sheltered Annuity Plan established pursuant to U.S. Public Law 87-370.
- b. Payroll deduction plans sponsored by the Union for the purpose of savings, loan repayments, and mortgage payments, Committee on Political Education and Massachusetts Federal Credit Union.

ARTICLE 27

NO STRIKE

27-01. For the period of this Agreement, no employee nor the Union nor any officers thereof shall engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by any such employee or employees or by any other employees.

ARTICLE 28

PROFESSIONAL DEVELOPMENT

28-01. The Committee and the Union agree that if employees are to maintain their competence as educators and continue to contribute effectively to the Chelmsford School System, employees should undertake professional development on a continuing basis. Workshops, seminars, conferences, and in-service training activities will be scheduled for the achieving of this goal.

There shall be at least five (5) early release days scheduled for professional development for teachers in grades K-4. There shall be at least six (6) early release days scheduled for professional development for teachers in Grades 5-12. Effective September 1, 2011, attendance at the full professional development day and each early release day designated for professional development shall be required.

A district-wide collaborative Professional Development Committee (PDC) will be established for the purpose of planning workshops, seminars, conferences, and in-service training activities. The PDC shall be comprised of employees selected by the Federation president and administrators selected by the Superintendent. The PDC shall identify offerings that satisfy both ongoing school department and employee needs.

- a. These in-service training programs and institutes shall be one way in which employees satisfy the requirement in Article 4-09(b).
- b. The Committee agrees to compensate any employee for all reasonable expenses in connection with any workshop, seminar, or conference which the Committee may require the employee to attend or for which the employee may request and be granted permission by the Superintendent to attend; however, an employee may waive any such expense items upon agreement in advance between the employee and the responsible administrator.

28-02. Another way for employees to maintain their competence as educators and to contribute effectively to the Chelmsford School System is by taking college courses.

- a. The administration may request at its expense that a staff member enroll in specific credit courses so that s/he might:
 1. Fill certain academic or professional needs;
 2. Achieve preparation standards which are mandated by curriculum revisions. None of the money shall be deducted from money available under 28-03.
- b. Employees taking course work which they request to improve their performance and thus improve the educational system of Chelmsford and which courses are approved in advance by the Superintendent, shall be reimbursed at 75% of the cost of tuition and fees, up to the maximum level of 75% of the UMass Lowell rate for tuition and fees for a 3-credit course, provided the following terms and conditions are met:
 1. That an employee has completed one (1) year of teaching school in Chelmsford Schools.

2. That evidence of successful completion of the approved courses and payment of college tuition must be submitted to the Office of the Superintendent of Schools with the request for the allowed tuition reimbursement.
3. That for reimbursement purposes, each employee may apply for up to three (3) college courses (9 credits on a 3-credit system and 12 credits on a 4-credit system) per academic year, but not more than two (2) such courses during any one time period as set forth in Section 28-03. Employees requesting two (2) such courses during one time period shall be approved for reimbursement for the second course if funds remain for that term after all employees requesting reimbursement for funding their first course that term have been approved.
4. In order to distribute reimbursement money equitably among applicants, the following rules will apply:
 - i.) Step 1. Within each term, first priority will be given to employees who were not funded in the previous contract year or in a preceding term of the present year (Pool A).
 - ii) Step 2. Within Pool A, first priority will be given to people who are taking courses to attain preliminary, initial or professional licensure, in order of date of application receipt (Pool A-1).
 - iii) Step 3. After licensure needs have been met, the remaining people in Pool A will be approved for reimbursement in order of date of application receipt (Pool A2). Any teacher from Pool A-1 or A-2 who is not funded will be given priority consideration in his/her pool for one of the remaining terms of the contract year.
 - iv) Step 4. If there are remaining funds, they will next be available to Pool B applicants (those that had received reimbursement in the previous year or in a previous term of the present year). Within Pool B, priority will be given to people who are working

to attain preliminary, initial or professional licensure, in the order of date of application receipt (Pool B-1). After licensure needs have been met, the remaining people in Pool B will be approved for reimbursement, in the order of date of receipt (Pool B-2).

- v) Step 5. If money is left over, it will roll over to the next term within the same contract year.
 - vi) For purposes of determining the date of receipt, applications for course reimbursement will be date-stamped in the Central Administration Curriculum Office located in the Superintendent's office. In the event that funds are insufficient to cover all applicants having applied on the same date, reimbursement will be awarded by lottery.
5. That military veterans and others who are taking courses of study at institutions of higher learning in which they are privileged by exemption from tuition charges shall not be further reimbursed under this policy.
 6. That teachers have applied for course approval not sooner than the dates listed below, nor later than 30 days after the date listed.

Summer Term II:	May 15
Fall Term:	July 15
Spring Term:	November 15
Summer Term 1:	March 15

Bargaining unit employees may submit for reimbursement expenses occurred while taking classes, training, and/or other expenses pertaining to state mandated required certifications for purposes of maintaining his/her license. This shall be limited to RETELL, professional certifications required by nurses, physical therapists and guidance counselors. All reimbursement expenses under this section (28-02) shall be withdrawn from the money set aside in Section 28-03.

- 28-03. The Committee's obligation for tuition reimbursement to teachers eligible under 28-02 is limited per contract year. Effective July 1, 2017 the limit shall be seventy thousand dollars (\$70,000.00); effective July 1, 2018 the limit shall be seventy-five thousand dollars (\$75,000.00) per contract year. Forty percent (40%) of the total allocation shall be reserved for Summer Term II commencing in July, and twenty-five percent (25%) of the total allocation shall be reserved for both the fall term (September through December) and the spring term (January through June). The remaining ten percent (10%) shall be reserved for Summer Term I (May- June).
- 28-04. Any portion of the maximum amount of the fund for tuition reimbursement not spent previously or encumbered for use in the summer session by June 1, shall be used by the Committee for funding in-service training programs created by the Chelmsford Public Schools during the summer, or for courses, institutes, workshops or programs offered under other auspices but considered by the School Committee to be of particular value to the Chelmsford School System.
- 28-05. In order to receive reimbursement for approved course work taken, an employee must request reimbursement for summer courses by October 1 of the year in which the work was completed; March 15 for the previous fall's course work and July 1 for spring course work, or within thirty (30) days of receipt of grades.
- 28-06. Those who have been laid off and while they remain on the recall list shall be entitled to seventy-five percent (75%) reimbursement of courses necessary to be recertified or rehired under the terms and limitations of Article 28-02.
- 28-07. CFT and CPS Educational/Professional Development Partnership
Section 1: The Professional Development Committee (a CPS, CFT collaboration) will work to develop a partnership with one or more universities to offer graduate-level credits provided by CPS bargaining unit members. The District shall allocate a budget of fifteen thousand dollars (\$15,000.00) for this purpose. The budget shall be funded by the tuition reimbursement fund as outlined in Article 28-03. Should the Employer extend

this opportunity to employees outside of the bargaining unit, the Employer may do so provided that the funding comes another source.

Section 2: Members of the bargaining unit who wish to be considered to serve as faculty to teach such graduate-level courses through this partnership may submit a proposal to the PDC along with the required materials to teach a class in accordance with the partnering University's continuing education guidelines. The PDC shall have the authority to approve or deny educational/professional development courses offered, and will select the courses and faculty for which they would seek approval from the University. In the event that the PDC is unable to agree upon the approval or denial of a course, the final decision shall rest with the Superintendent or designee which decision shall be final and not subject to the grievance and arbitration process.

Section 3: Bargaining unit employees selected shall receive a stipend to serve as an instructor for graduate courses outside of their normal duties and responsibilities. One thousand two hundred dollars (\$1,200.00) shall be provided for a one (1) credit graduate course; two thousand dollars (\$2,000.00) shall be provided for a two (2) credit course; and three thousand dollars (\$3,000.00) shall be provided for a three (3) credit course. An additional payment of two hundred dollars (\$200.00) shall be provided if the bargaining unit employee has attained a certificate of advanced graduate studies (CAGS) or Education Specialist Degree (Ed.S.). An additional payment of four hundred dollars (\$400.00) shall be provided if the bargaining unit employee has attained a Doctor of Philosophy degree (Ph.D.) or Doctor of Education degree (Ed.D.). Increments are not cumulative and are based upon the highest degree attained by the employee.

Section 4: The Employer may advertise classes approved by the PDC to surrounding communities. The Employer may charge participants from surrounding communities a fee for enrollment in such classes.

Section 5: Educational/Professional Development classes approved by the PDC must have, at least, ten (10) participants and shall not have more than twenty-five (25) participants. The PDC can approve exceptions to the minimum number of course participants, and the course instructors can approve exceptions to the maximum number of course participants.

Section 6: The Employer and the Federation shall continue to meet and review the progress of the program and suggest reasonable modifications.

ARTICLE 29

DUES DEDUCTION

- 29-01. The Committee agrees to deduct from each employee's salary a single deduction for dues for the union as said employee individually and voluntarily authorizes the Committee to make such deduction. The Committee will transmit said monies deducted to the Treasurer of the Chelmsford Federation of Teachers, Local 3569. The Chelmsford Federation of Teachers will be responsible for the allocation of monies deducted to the appropriate Union or Unions. Employees' authorization will be in writing on the authorization card provided by the Union.
- 29-02. Deductions referred to in 29-01 above will be made in equal installments. The employee's authorization card will be received by the Committee no later than two (2) weeks prior to the distribution of the payroll from which the deduction is made.
- 29-03. These deductions may be terminated by notifying the Committee in writing not later than sixty (60) calendar days in advance of its effective date of such discontinuance or upon termination of employment.
- 29-04. The Federation agrees to indemnify and hold harmless the Committee and any of its agents against any and all claims, suits or other forms of liability arising out of the deduction of union dues, in whatever form, including but not limited to the deduction of union dues or adverse action against an employee for failing to pay the same.

ARTICLE 30

DETENTION DUTY

- 30-01. Detention duty at the High School and Middle Schools will be taken by employees selected by the Principal from a list of volunteer employees.

30-02. Employees assuming this responsibility will be compensated at a rate set forth in Appendix B.

30-03. Should sufficient qualified employees fail to volunteer, the Principal shall assign employees to detention duty on a rotating schedule and such employees shall be compensated as stated in 30-02.

ARTICLE 31

DOUBLE SESSIONS

31-01. Employees in a particular school will not, if that school goes on double sessions, be required to work longer than other employees on double sessions at the same academic level. In the event of emergency requiring double sessions, the Chelmsford Federation of Employees shall be consulted as soon as practicable after the occurrence of the emergency. During such consultation, such scheduling as is determined by the School Committee to meet the emergency shall continue. If the emergency shall continue beyond a period of two (2) weeks or if double sessions shall be permanent as a result of the nature of the emergency, negotiations for permanent changes of scheduling necessary to effect double sessions shall commence immediately. Until such negotiations result in agreement, the School Committee's determination of scheduling practices shall govern.

ARTICLE 32

PUPIL MATERIALS

32-01. Where the curriculum advocates classroom use of prescribed textbooks, workbooks, and other prescribed educational materials, the Committee guarantees it will make all reasonable efforts to provide said materials at least one (1) per child.

32-02. Purchase of incidental materials not supplied by the school system but required and specifically authorized by the appropriate coordinator or principal shall be reimbursable. Reimbursement shall be made through the normal warrant process.

ARTICLE 33

EFFECTS OF AGREEMENT

- 33-01. This instrument constitutes the entire Agreement of the Committee and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- 33-02. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplations of either or both parties at the time that they negotiated or signed this Agreement, except as specified in paragraph 31-01. This Agreement may be amended in writing at any time by mutual consent.
- 33-03. Any waiver or breach of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
- 33-04. No provision of this Agreement shall be retroactive to the effective date unless otherwise specifically stated herein.
- 33-05. The terms of the Agreement are not applicable to any employee included within the bargaining unit while engaged in after-school teaching, tutorial or summer program, except as set forth in paragraphs: 4-03(c), 4-05, 4-06, 4-08, 4-11, 11-10, or while such employee is engaged in coaching, intramural or extra-curricular activities except for

the salaries for such activities as set forth on coaching, extra-curricular and intramural salary schedules, or while engaged in a federal program except as set forth in paragraph 11-10 and except as specified in paragraph 34-09(a) regarding work performed in programs listed in Appendix F.

ARTICLE 34

GENERAL

- 34-01. If any provision of this Agreement or any part thereof, shall finally be held illegal as a matter of law, in proceeding where such determination is permitted, in such event, such provision or any part thereof will be deemed invalid, but all other provisions shall continue in full force and effect. Provided that such provision or part thereof, declared illegal as a matter of law, is otherwise a permissive or mandatory subject of bargaining, the parties shall meet promptly to negotiate replacement language, notwithstanding the provisions of section 33-02. A failure to agree on replacement language shall not be subject to the grievance and arbitration provisions of this contract.
- 34-02. The Union will be provided with access to approved minutes of School Committee meetings and given or mailed a copy of the official agenda of the meeting as soon as available. The Union agrees to reciprocate with agenda and minutes of its meetings.
- 34-03. The Committee will comply with reasonable requests to provide the Union, within ten (10) school days from the receipt of such request, with available documents which may be required by the Union to develop proposals for negotiations or to process existing grievances under this Agreement. Such documents shall not be of a personal or confidential nature.
- 34-04. This Agreement will be made available to Federation members electronically. One (1) hard copy of this Agreement will be made available in each school building. The Agreement will also be made available through the CPS Intranet.

34-05. Members of the Chelmsford Federation of Teachers' Representative Council will be released at pupil departure time once a month to attend monthly Council meetings.

34-06. Administrators shall not perform bargaining unit work except:

- a. in an emergency on a temporary basis, or
- b. in a situation where employing a certified new employee is impracticable or such employee is unavailable provided:
 1. no bargaining unit employee loses a position;
 2. there is no bargaining unit employee, then working in the school system (including a less than full-time employee) who is certified and available to perform such work;
 3. the school system shall continue to advertise and post for a new employee to commence work as soon as is practicable.

In no event, shall an administrator, doing such work, be credited with seniority for such bargaining unit work in any future employment as a bargaining unit employee.

34-07. Labor Management Committee: There shall be a Labor Management Committee (hereinafter referred to as LMC) consisting of the Superintendent of Schools or his/her designee, one member appointed by the School Committee and two (2) members appointed by the Chelmsford Federation of Teachers. The LMC shall meet periodically to discuss matters of mutual concern.

In the event the LMC shall agree on a recommendation concerning such matter(s), the LMC shall transmit that recommendation to the parties for negotiations. If both parties agree to negotiate, the collective bargaining representatives shall meet within thirty (30) days after receiving said recommendation. If the parties do not agree to negotiate, the issue shall be remanded to the LMC for continued discussion.

If any agreement shall be reached by the collective bargaining representatives, it shall be reduced to writing and, after ratification by both parties, shall be executed and amended to the Collective Bargaining Agreement between the parties.

34-08. Two blank slots on pay stubs for bargaining unit personnel will be made available to the Union for not more than one vendor per slot.

34-09. Appendix and Issues

- a. The Committee shall provide payroll deductions of employee retirement contributions from wages paid to employees for work performed pursuant to Appendix F and shall remit such contributions to the applicable retirement system to the extent permitted by law.
- b. The Union acknowledges that it does not represent employees for the purpose of negotiating wages, hours and conditions of employment or any other bargaining subject at any of the child care, summer school or adult educational programs for listed in Appendix F. The Union agrees to indemnify the Committee against any financial liability relating to such payroll deductions or retirement contributions in the event of subsequent rulings by the TRB that such contributions are not permitted by law.

34-10. Effective July 1, 2013, all new hires shall be required to use direct deposit to receive their paycheck.

ARTICLE 35

JOB SHARING

Job sharing shall be defined as the allocation of the duties, salary, and benefits of one full-time teaching position between two employees.

Job sharing will be considered as a pilot program for the Chelmsford Public Schools under the following circumstances:

Employees interested in job sharing shall submit a written proposal to the Principal which, if approved, will be forwarded to the Superintendent no later than March 1 of the school year preceding the school year during which the job is to be shared. The proposal shall identify the following:

The position to be shared;

The manner in which the job is to be shared; for example, the percentage of the job each is to work. A daily and/or weekly work schedule;

Any other relevant information. For example, how employees will communicate with each other; how preparation periods will be divided;

A plan for the effective implementation of curriculum, instruction and assessment, focused on producing excellent learning results for students.

The proposal shall be reviewed by the Superintendent and/or his designee. The employees shall be notified in writing of the decision no later than March 15th. The decision whether or not to allow the job sharing shall not be grievable or arbitrable.

To be considered, a job sharing plan must meet the following criteria:

1. Both employees must have PTS in order to apply. Employees not eligible for PTS by statute may apply after three (3) years of successful service.
2. The job-share shall be limited to two (2) employees. Classroom teachers in grades 1-4 must teach every school day. Classroom teachers in grades 5-12 will teach the same students continuously for the duration of the course.
3. Job-share partners must demonstrate how they will divide responsibilities by subjects, as well as by time.
4. Job shares may not be a 50-50 split.

In the first year of a job-share, a review shall be done by the Principal by February 1st to determine the success of the job-share. If it is deemed unsuccessful, it shall be terminated at the end of that academic year, with both parties returning to full-time teaching/work; however, normal Reduction in Force rules will apply (See Article 11-05). If either party wishes to return to full-time work, the job share will be dissolved as of the

end of that academic year. The Principal must be notified of intent to dissolve by February 15th.

If the proposal is approved, the following conditions shall apply:

1. Both employees shall work the first day of the employees' work year. Both employees shall work the first, second, and last day of the student year.
2. Both employees shall attend the Open House evening.
3. Both employees shall attend all contractual parent conferences.
4. Both employees shall mark report cards together and attend conferences together.
5. Both employees shall attend in-service day meetings.
6. Both employees shall attend 504/IEP Team meetings and/or share pertinent information.
7. Both employees shall attend contractual monthly meetings.
8. In the event that one of the employees is absent, the other employee shall make every reasonable effort to cover the class. On such days, the partner shall be paid at the substitute rate of pay for the time covered.
9. The partner employees shall be entitled to all contractual rights and privileges. Where applicable, salaries and benefits shall be pro-rated.
10. The job sharing arrangement shall last not less than one school year.
11. Any changes to the job-share plan must be approved by the building Principal and the Superintendent.

Side Letters

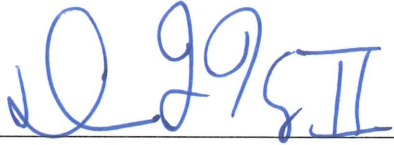
- 1.) The parties agree to establish a study committee regarding the sick leave bank. The study committee will be authorized to convene and study the need and viability on the issue. The committee shall report back its findings and recommendations to their respective bargaining teams for consideration and negotiations, subject to full ratification of each body prior to implementation. The study committee will be charged with bringing a recommendation(s) to their respective bargaining teams by February 1, 2020 for review

and consideration with a goal of implementation beginning in the second year of the contract, July 1, 2020.

- 2.) The parties agree to establish a study committee regarding athletic and activities stipends. The study committee will be authorized to convene and study the need and viability on the issue. The committee shall report back its findings and recommendations to their respective bargaining teams for consideration and negotiations, subject to full ratification of each body prior to implementation. The study committee will be charged with bringing a recommendation(s) to their respective bargaining teams by February 1, 2020 for review and consideration with a goal of implementation beginning in the second year of the contract, July 1, 2020.

This Agreement has been duly executed by the authorized representatives of the Committee and the Association on the 19th day of November, 2019.

Chelmsford School Committee



Dennis F. King, II, Chairman



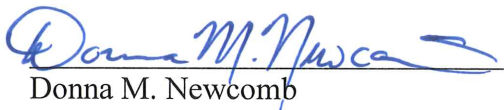
John W. Moses, Vice Chairman



Maria L. Santos, Secretary



Jeffrey D. Doherty



Donna M. Newcomb

Chelmsford Federation of Teachers
Local 3569, AFT-Massachusetts, AFL-CIO
Teachers and Nurses

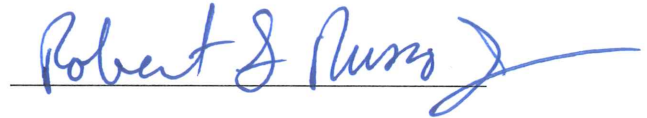


EXHIBIT A

Received by:
Date:

GRIEVANCE FORM, LEVEL _____

Grievant _____ Date _____

Work Site _____ Job Classification _____

Grievance filed with _____ Job Classification _____

Identify the date(s) alleged incident(s) occurred, specific facts that led to the grievances, and witness(es), if any:

Article(s), policy(ies) and/or practice(s) violated:

Remedy sought:

Signed: _____
Grievant

Signed: _____
For the Union

Copy to:

1. Employee/Grievant
2. Grievance Committee

Appendix A: Salary Schedules

Year: 2018 - 2019

Step	B.A.	M.A.	M.A. + 30	CAGS/Ed.S.	Ph.D.	LPN*
1	\$ 46,333	\$ 51,426	\$ 55,000	\$ 55,782	\$ 58,861	\$ 37,067
2	\$ 48,965	\$ 54,196	\$ 57,858	\$ 58,640	\$ 61,828	\$ 39,171
3	\$ 51,596	\$ 56,967	\$ 60,715	\$ 61,499	\$ 64,794	\$ 41,277
4	\$ 54,227	\$ 59,738	\$ 63,573	\$ 64,358	\$ 67,760	\$ 43,381
5	\$ 56,857	\$ 62,508	\$ 66,431	\$ 67,216	\$ 70,726	\$ 45,487
6	\$ 59,871	\$ 65,279	\$ 69,287	\$ 70,075	\$ 73,693	\$ 47,897
7	\$ 62,918	\$ 68,049	\$ 72,145	\$ 72,934	\$ 76,660	\$ 50,334
8	\$ 65,962	\$ 70,957	\$ 75,003	\$ 75,791	\$ 79,626	
9	\$ 69,010	\$ 74,018	\$ 77,860	\$ 78,650	\$ 82,592	
10	\$ 70,760	\$ 76,361	\$ 80,718	\$ 81,509	\$ 85,558	
11	\$ 72,644	\$ 79,132	\$ 83,575	\$ 84,367	\$ 88,525	
12	\$ 75,275	\$ 81,902	\$ 86,432	\$ 87,226	\$ 91,491	

Year: 2019 - 2020

Step	B.A.	M.A.	M.A. + 30	CAGS/Ed.S.	Ph.D.	LPN*
1	\$ 47,260	\$ 52,455	\$ 56,100	\$ 56,898	\$ 60,038	\$ 37,808
2	\$ 49,944	\$ 55,280	\$ 59,015	\$ 59,813	\$ 63,065	\$ 39,954
3	\$ 52,628	\$ 58,106	\$ 61,929	\$ 62,729	\$ 66,090	\$ 42,103
4	\$ 55,312	\$ 60,933	\$ 64,844	\$ 65,645	\$ 69,115	\$ 44,249
5	\$ 57,994	\$ 63,758	\$ 67,760	\$ 68,560	\$ 72,141	\$ 46,397
6	\$ 61,068	\$ 66,585	\$ 70,673	\$ 71,477	\$ 75,167	\$ 48,855
7	\$ 64,176	\$ 69,410	\$ 73,588	\$ 74,393	\$ 78,193	\$ 51,341
8	\$ 67,281	\$ 72,376	\$ 76,503	\$ 77,307	\$ 81,219	
9	\$ 70,390	\$ 75,498	\$ 79,417	\$ 80,223	\$ 84,244	
10	\$ 72,175	\$ 77,888	\$ 82,332	\$ 83,139	\$ 87,269	
11	\$ 74,097	\$ 80,715	\$ 85,247	\$ 86,054	\$ 90,296	
12	\$ 76,781	\$ 83,540	\$ 88,161	\$ 88,971	\$ 93,321	

LPN*: Includes the following:

Technology Assistants, Library Assistants, Assistant Occupational Therapists,
and Supervisor of Students (MS & HS).

Appendix A: Salary Schedules

Year: 2020 - 2021

Step	B.A.	M.A.	M.A. + 30	CAGS/Ed.S.	Ph.D.	LPN*
1	\$ 48,205	\$ 53,504	\$ 57,222	\$ 58,036	\$ 61,239	\$ 38,565
2	\$ 50,133	\$ 55,644	\$ 59,511	\$ 60,357	\$ 63,689	\$ 40,107
3	\$ 52,981	\$ 58,641	\$ 62,603	\$ 63,449	\$ 66,899	\$ 42,384
4	\$ 55,828	\$ 61,639	\$ 65,695	\$ 66,543	\$ 70,108	\$ 44,662
5	\$ 58,674	\$ 64,637	\$ 68,787	\$ 69,636	\$ 73,317	\$ 46,939
6	\$ 61,520	\$ 67,635	\$ 71,879	\$ 72,729	\$ 76,527	\$ 49,218
7	\$ 64,781	\$ 70,633	\$ 74,970	\$ 75,822	\$ 79,737	\$ 51,825
8	\$ 68,078	\$ 73,630	\$ 78,062	\$ 78,916	\$ 82,947	\$ 52,603
9	\$ 71,372	\$ 76,777	\$ 81,154	\$ 82,007	\$ 86,157	
10	\$ 73,952	\$ 79,319	\$ 83,436	\$ 84,282	\$ 88,507	
11	\$ 75,827	\$ 81,829	\$ 86,498	\$ 87,346	\$ 91,685	
12	\$ 77,846	\$ 84,799	\$ 89,560	\$ 90,409	\$ 94,864	
13	\$ 79,491	\$ 86,489	\$ 91,273	\$ 92,111	\$ 96,615	

Year: 2021 - 2022

Step	B.A.	M.A.	M.A. + 30	CAGS/Ed.S.	Ph.D.	LPN*
1	\$ 51,136	\$ 56,757	\$ 60,701	\$ 61,564	\$ 64,962	\$ 40,909
2	\$ 54,041	\$ 59,814	\$ 63,855	\$ 64,718	\$ 68,237	\$ 43,231
3	\$ 56,944	\$ 62,872	\$ 67,008	\$ 67,874	\$ 71,510	\$ 45,556
4	\$ 59,848	\$ 65,930	\$ 70,163	\$ 71,029	\$ 74,784	\$ 47,878
5	\$ 62,751	\$ 68,987	\$ 73,317	\$ 74,183	\$ 78,057	\$ 50,202
6	\$ 66,077	\$ 72,046	\$ 76,469	\$ 77,339	\$ 81,332	\$ 52,862
7	\$ 69,440	\$ 75,103	\$ 79,623	\$ 80,494	\$ 84,606	\$ 53,655
8	\$ 72,799	\$ 78,312	\$ 82,778	\$ 83,647	\$ 87,880	
9	\$ 75,431	\$ 80,905	\$ 85,104	\$ 85,968	\$ 90,277	
10	\$ 77,344	\$ 83,466	\$ 88,228	\$ 89,093	\$ 93,519	
11	\$ 79,403	\$ 86,495	\$ 91,351	\$ 92,217	\$ 96,762	
12	\$ 81,081	\$ 88,219	\$ 93,098	\$ 93,953	\$ 98,547	

LPN*: Includes the following:

Technology Assistants, Library Assistants, Assistant Occupational Therapists,
and Supervisor of Students (MS & HS).

Appendix B: Department Head & Miscellaneous Rates

Effective Effective
7/1/2018 7/1/2019

Department Heads

Teachers Supervised 0 - 9	\$ 4,457	\$ 4,457
Teachers Supervised 10 - 14	\$ 5,088	\$ 5,088
Teachers Supervised 15 - 19	\$ 5,722	\$ 5,722
Teachers Supervised 20 +	\$ 6,352	\$ 6,352

Math Curriculum Specialist K - 12	\$ 6,352	\$ 6,352
Athletic Department Supervisor	\$ 12,401	\$ 12,401
Activities Director	\$ 3,000	\$ 3,000

Miscellaneous Annual Stipends and Salary Schedule

Hourly Rates

School Nurse Rates	\$ 27.32	\$ 27.32
Home Tutoring	\$ 39.98	\$ 39.98
Detention Supervisors	\$ 39.98	\$ 39.98

Yearly Rates

Team Leaders - Elementary	\$ 1,203	\$ 1,203
Team Leaders - Elementary Specialists	\$ 1,203	\$ 1,203
Team Leaders - Elementary Support Specialists		\$ 1,203
Middle School Facilitators	\$ 1,203	\$ 1,203
Subject Chairpersons	\$ 1,203	\$ 1,203
Principal Designee	\$ 1,203	\$ 1,203
Mentor - One Teacher	\$ 1,299	\$ 1,299
Mentor - Two Teachers	\$ 1,594	\$ 1,594
Mentor - Three Teachers	\$ 1,911	\$ 1,911
Mentor Facilitator	\$ 1,274	\$ 1,274
English Book Closet	\$ 1,274	\$ 1,274
Science Safety Supervisor	\$ 4,573	\$ 4,573
(CHS) plus 2 per diem days	\$ -	\$ -

Appendix C: Athletic Salary Schedule

Effective **Effective**
7/1/2018 **7/1/2019**

Fall Sport

Positions

Football	Head Coach	\$ 10,158	\$ 10,158
Football	Assistant	\$ 5,115	\$ 5,115
Football	Assistant	\$ 5,115	\$ 5,115
Football	Assistant	\$ 5,115	\$ 5,115
Football	Assistant	\$ 5,115	\$ 5,115
Football	Assistant	\$ 5,115	\$ 5,115
Football	Assistant	\$ 5,115	\$ 5,115

Football	Freshman Head Coach	\$ 3,524	\$ 3,524
Football	Freshman Assistant	\$ 1,890	\$ 1,890
Football	Freshman Assistant	\$ 1,550	\$ 1,550

Soccer (B)	Head Coach	\$ 5,177	\$ 5,177
Soccer (B)	Junior Varsity A	\$ 3,701	\$ 3,701
Soccer (B)	Junior Varsity B	\$ 3,208	\$ 3,208

Cross Country (B)	Head Coach	\$ 3,303	\$ 3,303
Cross Country (B)	Assistant	\$ 3,297	\$ 3,297

Field Hockey	Head Coach	\$ 5,177	\$ 5,177
Field Hockey	Junior Varsity A	\$ 3,701	\$ 3,701
Field Hockey	Junior Varsity B	\$ 3,208	\$ 3,208

Volleyball (G)	Head Coach	\$ 5,177	\$ 5,177
Volleyball (G)	Junior Varsity A	\$ 3,701	\$ 3,701
Volleyball (G)	Junior Varsity B	\$ 3,208	\$ 3,208

Soccer (G)	Head Coach	\$ 5,177	\$ 5,177
Soccer (G)	Junior Varsity A	\$ 3,701	\$ 3,701
Soccer (G)	Junior Varsity B	\$ 3,208	\$ 3,208

Cross Country (G)	Head Coach	\$ 3,303	\$ 3,303
Cross Country (G)	Assistant	\$ 3,297	\$ 3,297

Swimming (G)	Head Coach	\$ 3,639	\$ 3,639
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Swimming (G)	Assistant	\$ 2,961	\$ 2,961
Swimming (G)	Junior Varsity	\$ 1,537	\$ 1,537
Diving (G)	Assistant	\$ 1,509	\$ 1,509

Golf	Head Coach	\$ 3,303	\$ 3,303
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Cheerleaders	Head Coach	\$ 3,639	\$ 3,639
Cheerleaders	Assistant	\$ 3,132	\$ 3,132

Weight Room Supervisor (Fall)		\$ 1,103	\$ 1,103
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Appendix C: Athletic Salary Schedule

Effective **Effective**
7/1/2018 **7/1/2019**

Winter Sport

Positions

Basketball (B)	Head Coach	\$ 7,339	\$ 7,339
Basketball (B)	Junior Varsity	\$ 5,226	\$ 5,226
Basketball (B)	Freshman	\$ 4,509	\$ 4,509

Wrestling	Head Coach	\$ 7,339	\$ 7,339
Wrestling	Assistant	\$ 4,452	\$ 4,452
Wrestling	Assistant	\$ 4,452	\$ 4,452
Wrestling	Practice Assistant	\$ 804	\$ 804

Ice Hockey (B)	Head Coach	\$ 7,339	\$ 7,339
Ice Hockey (B)	Assistant	\$ 5,226	\$ 5,226
Ice Hockey (B)	Junior Varsity A	\$ 2,328	\$ 2,328
Ice Hockey (B)	Junior Varsity B	\$ 2,328	\$ 2,328

Swimming (B)	Head Coach	\$ 3,639	\$ 3,639
Swimming (B)	Assistant	\$ 2,961	\$ 2,961
Diving (B)	Assistant	\$ 1,509	\$ 1,509

Indoor Track (B)	Head Coach	\$ 5,992	\$ 5,992
Indoor Track (B)	Assistant	\$ 3,701	\$ 3,701
Indoor Track (B)	Assistant	\$ 3,701	\$ 3,701

Basketball (G)	Head Coach	\$ 7,339	\$ 7,339
Basketball (G)	Junior Varsity	\$ 5,226	\$ 5,226
Basketball (G)	Freshman	\$ 4,509	\$ 4,509

Gymnastics	Head Coach	\$ 5,323	\$ 5,323
Gymnastics	Assistant	\$ 2,961	\$ 2,961

Indoor Track (G)	Head Coach	\$ 5,992	\$ 5,992
Indoor Track (G)	Assistant	\$ 3,170	\$ 3,170

Ice Hockey (G)	Head Coach	\$ 7,339	\$ 7,339
Ice Hockey (G)	Assistant	\$ 5,226	\$ 5,226
Ice Hockey (G)	Junior Varsity	\$ 2,328	\$ 2,328

Ski Racing (B/G)	Head Coach	\$ 3,303	\$ 3,303
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Cheerleaders	Head Coach	\$ 3,639	\$ 3,639
Cheerleaders	Assistant	\$ 1,273	\$ 1,273

Weight Room Supervisor (Winter)		\$ 1,103	\$ 1,103
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Appendix C: Athletic Salary Schedule

Effective **Effective**
7/1/2018 **7/1/2019**

Spring Sport

Positions

Baseball	Head Coach	\$ 6,333	\$ 6,333
Baseball	Junior Varsity	\$ 4,510	\$ 4,510
Baseball	Freshman	\$ 3,906	\$ 3,906

Tennis (B)	Head Coach	\$ 3,639	\$ 3,639
Tennis (G)	Head Coach	\$ 3,639	\$ 3,639

Track and Field (B)	Head Coach	\$ 5,323	\$ 5,323
Track and Field (B)	Assistant	\$ 3,628	\$ 3,628
Track and Field (B)	Assistant	\$ 3,628	\$ 3,628
Track and Field (B)	Assistant (.5)	\$ 1,813	\$ 1,813

Track and Field (G)	Head Coach	\$ 5,323	\$ 5,323
Track and Field (G)	Assistant	\$ 3,628	\$ 3,628
Track and Field (G)	Assistant (.5)	\$ 1,813	\$ 1,813
Track and Field (G)	Practice Assistant	\$ 711	\$ 711

Volleyball (B)	Head Coach	\$ 5,177	\$ 5,177
Volleyball (B)	Junior Varsity	\$ 3,701	\$ 3,701

Softball	Head Coach	\$ 6,333	\$ 6,333
Softball	Junior Varsity	\$ 4,510	\$ 4,510
Softball	Freshman	\$ 3,906	\$ 3,906

Lacrosse (B)	Head Coach	\$ 6,333	\$ 6,333
Lacrosse (B)	Assistant	\$ 3,906	\$ 3,906
Lacrosse (B)	Junior Varsity A	\$ 2,255	\$ 2,255

Lacrosse (G)	Head Coach	\$ 6,333	\$ 6,333
Lacrosse (G)	Assistant	\$ 3,906	\$ 3,906
Lacrosse (G)	Junior Varsity A	\$ 2,255	\$ 2,255

Rugby (B)	Head Coach	\$ 3,639	\$ 3,639
Rugby (B)	Assistant Coach	\$ 2,255	\$ 2,255

Weight Room Supervisor (Spring)	\$ 1,103	\$ 1,103
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Athletic Trainer (Annual)	Head	\$ 15,290	\$ 15,290
	Assistant	\$ 7,360	\$ 7,360

Equipment Manager (Annual)	\$ 5,323	\$ 5,323
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Weight Room Supervisor (Summer)	\$ 1,776	\$ 1,776
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First year coaches will receive 90% of the above stipend.

Second year coaches will receive 95% of the above stipend.

Third year and over will receive 100% of the above stipend.

\$ 3,091 is set aside for extended play.

No coach can receive more than 10% of basic stipend of the extended season.

Appendix D: Intramural Athletics Salary Schedule

Effective Effective
7/1/2018 7/1/2019

Intramural Sport Salary - Hourly Stipend	\$ 27.76	\$ 27.76
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Appendix E: Stipends

Levels:

- 1A Weekly Activities
- 1B Weekly Activities + Additional Responsibilities
- 1C Weekly Activities + Additional Responsibilities + Extended Responsibilities
- 2A Performance Competitive Activities
- 2B Performance Competitive Activities + Extended Responsibilities
- 2C Performance Competitive Activities + Extended Responsibilities + High Visibility

Chelmsford High School

		Effective	Effective
Level 1A	Weekly Activities	7/1/2018	7/1/2019

Art Club	\$ 1,296	\$ 1,296
Best Buddies	\$ 1,296	\$ 1,296
French Honor Society	\$ 1,296	\$ 1,296
Future Teachers of America	\$ 1,296	\$ 1,296
Key Club	\$ 1,296	\$ 1,296
Latin Honor Society	\$ 1,296	\$ 1,296
LIME	\$ 1,296	\$ 1,296
National Honor Society	\$ 1,296	\$ 1,296
Peer Mentoring Advisor	\$ 1,296	\$ 1,296
Role Playing Club	\$ 1,296	\$ 1,296
Ski Club	\$ 1,296	\$ 1,296
Spanish Honor Society	\$ 1,296	\$ 1,296
Speech & Debate Team	\$ 1,296	\$ 1,296
Students with Disabilities Coordinator	\$ 1,296	\$ 1,296
Thomas Jefferson Forum	\$ 1,296	\$ 1,296
Tri-M Honor Society	\$ 1,296	\$ 1,296

Level 1B Weekly Activities + Additional Responsibilities

Dance Team	\$ 1,730	\$ 1,730
Freshman Class Advisor	\$ 1,730	\$ 1,730
International Relations	\$ 1,730	\$ 1,730
Junior Class Advisor	\$ 1,730	\$ 1,730
Live Smart	\$ 1,730	\$ 1,730
Mock Trial	\$ 1,730	\$ 1,730

Peer Tutoring	\$ 1,730	\$ 1,730
Rufus Porter Society	\$ 1,730	\$ 1,730
Sophomore Class Advisor	\$ 1,730	\$ 1,730

Level 1C Weekly Activities + Additional Responsibilities + Extended Responsibilities

Chorus	\$ 2,451	\$ 2,451
DECA	\$ 2,451	\$ 2,451
Senior Class Advisor	\$ 2,451	\$ 2,451
Student Council	\$ 2,451	\$ 2,451
VOICE - Literacy Advisor	\$ 2,451	\$ 2,451
Yearbook Business	\$ 2,451	\$ 2,451
Yearbook Literacy	\$ 2,451	\$ 2,451

Level 2A Performance Competitive Activities

Drama Club Assistant Director	\$ 1,873	\$ 1,873
Math Team	\$ 1,873	\$ 1,873
Musical Assistant	\$ 1,873	\$ 1,873
Robotics	\$ 1,873	\$ 1,873

Level 2B Performance Competitive Activities + Extended Responsibilities

Jazz Band	\$ 2,451	\$ 2,451
Musical	\$ 2,451	\$ 2,451
Treble Choir	\$ 2,451	\$ 2,451

Level 2C Performance Competitive Activities + Extended Responsibilities + High Visibility

Band - Concert	\$ 3,097	\$ 3,097
Drama Club Director	\$ 3,097	\$ 3,097
Orchestra	\$ 3,097	\$ 3,097
TV Club	\$ 3,097	\$ 3,097

Unleveled

Auxiliary (CG/Major)	\$ 1,952	\$ 1,952
Band - Marching Assistant Director	\$ 2,282	\$ 2,282
Band - Marching Director	\$ 2,845	\$ 2,845
Band - Marching Staff A	\$ 1,501	\$ 1,501
Band - Marching Staff B	\$ 842	\$ 842
Band - Marching Staff C	\$ 601	\$ 601
Band - Marching Staff D	\$ 601	\$ 601
Band - Marching Staff E	\$ 601	\$ 601
Gay/Straight Alliance (Grant)	\$ 1,420	\$ 1,420

McCarthy & Parker Middle School Schools

Level 1A	Weekly Activities	Effective 7/1/2018	Effective 7/1/2019
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3D Printing Club	\$ 1,296	\$ 1,296
Art Club (7/8)	\$ 1,296	\$ 1,296
Backstage Crew (funded from proceeds)	\$ 1,296	\$ 1,296
Chess Club	\$ 1,296	\$ 1,296
Club Uno/Japanese Language/Culture	\$ 1,296	\$ 1,296
Community Service Organization	\$ 1,296	\$ 1,296
Creative Computing Club	\$ 1,296	\$ 1,296
Festival Band	\$ 1,296	\$ 1,296
Festival Orchestra	\$ 1,296	\$ 1,296
Game Room	\$ 1,296	\$ 1,296
Games Club	\$ 1,296	\$ 1,296
Girls Softball (1/2 year)	\$ 1,296	\$ 1,296
Guitar Club	\$ -	\$ 1,296
Homework Club	\$ 1,296	\$ 1,296
Kids Helping Kids	\$ 1,296	\$ 1,296
Knitting	\$ 1,296	\$ 1,296
Live Smart	\$ 1,296	\$ 1,296
McASAP	\$ 1,296	\$ 1,296
Mindfulness Based Stress Reduction	\$ 1,296	\$ 1,296
Paws & Claws Club	\$ 1,296	\$ 1,296
Plant/Ecology/Science/Green Team	\$ 1,296	\$ 1,296
Power Hour	\$ 1,296	\$ 1,296
Project 300 Club	\$ 1,296	\$ 1,296

Puzzles, Games, Mazes & More Club	\$ 1,296	\$ 1,296
Robotics Club	\$ 1,296	\$ 1,296
Sign Language Club	\$ 1,296	\$ 1,296
SSI (Storytelling, Speech & Impromptu) Club	\$ 1,296	\$ 1,296
Stand Up McCarthy (GSA)	\$ 1,296	\$ 1,296
Stand Up Parker (GSA)	\$ -	\$ 1,296
TV Club	\$ 1,296	\$ 1,296
Video Game Design	\$ 1,296	\$ 1,296
Writers Society	\$ 1,296	\$ 1,296

Level 1B Weekly Activities + Additional Responsibilities

Art Club	\$ 1,730	\$ 1,730
Math Counts	\$ 1,730	\$ 1,730
Science Olympiad Team	\$ 1,730	\$ 1,730

Level 1C Weekly Activities + Additional Responsibilities + Extended Responsibilities

Student Council	\$ 2,451	\$ 2,451
Yearbook	\$ 2,451	\$ 2,451

Level 2B Performance Competitive Activities + Extended Responsibilities

Band	\$ 2,451	\$ 2,451
Chorus	\$ 2,451	\$ 2,451
Drama Club	\$ 2,451	\$ 2,451
Jazz Band	\$ 2,451	\$ 2,451
Musical	\$ 2,451	\$ 2,451
Orchestra	\$ 2,451	\$ 2,451
Show Choir	\$ 2,451	\$ 2,451

Systemwide

Destination Imagination	\$ 3,049	\$ 3,049
Musical (gate funded)	\$ 1,082	\$ 1,082

Appendix F

Programs Recognized by the Chelmsford Public Schools:

Kindergarten Child Care	50%
Lion's Den Preschool	50%
Extended Day	50%
Summer Camp	50%
Adult Education	50%
Toddler Care/Lions Pride	10%

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1) Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work which may include student work at Educator's discretion that demonstrate the Educator's knowledge and skills with respect to specific performance standards. A list of sample products will be created and bargained once ESE provides further guidance.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach pre-K-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; 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 substantially new assignment.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may suggest, but cannot require, 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 licensed administrator designated by the Superintendent who has responsibility for 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 is person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and determining the Educator's performance ratings and evaluation.

- ii) Contributing Evaluator may be assigned at the request of the Primary Evaluator, or the Educator, and shall be a person who plays a support role in the evaluation process. A Contributing Evaluator will normally have expertise in the subject matter and/or area being evaluated. A Contributing Evaluator may conduct classroom observations; collect and analyze other evidence as allowed under state regulations; and provide feedback and support to the Educator. A Contributing Evaluator may assist the Primary Evaluator by drafting formative and/or summative evaluation reports provided the following:
 - (a) The evaluation report clearly differentiates between the authors;
 - (b) The feedback given in the evaluation is explicitly derived from direct observations and/or evidence within the evaluation file; and,
 - (c) The primary evaluator must approve any draft of a formative and/or summative evaluation report completed by a contributing evaluator.
 - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be supervised and evaluated by the appropriate Evaluator 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 predominant assignment, the superintendent will determine whom the Evaluator will be.
 - iv) Notification and Changes: The Educator shall be notified in writing of his/her Primary Evaluator at the outset of each new evaluation cycle. If a Contributing Evaluator is assigned, the Educator shall be notified immediately. At any time during the evaluation cycle, the Educator may send a written request to his/her Principal or HR Director for a different Evaluator. A notation that the request was made shall be inserted in the Educator's personnel file. Evaluator(s) may be changed upon notification in writing to the Educator; the notification shall be accompanied with a reason for the change.
- 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 or SMART 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. SMART Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who share 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 (Massachusetts English Proficiency Assessment) gain scores. This section will be bargained once ESE provides further guidance.
- S) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s). Observations will consist of two types: Unannounced observations will be of at least 10 minutes duration by the Evaluator. Announced observations will be a full class period. Either type may include examination of artifacts of practice. Classroom or worksite observations must result in written feedback to the Educator pursuant to the protocols in Section 12 (Evidence Collection). 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. Evaluators will use the district-provided tool to record details of the observation. They will make every effort to capture a variety of classes, sections, time of day and time of year to get a balanced picture of the Educator’s work.
- T) Parties: The parties to this agreement are the Chelmsford School Committee and the Chelmsford Federation of Teachers, local # 3569.
- 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.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

- Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, following further guidance from ESE.
- Y) Rating of Overall Educator Performance: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s progress toward SMART goals set forth in the Educator Plan. To be rated Proficient or higher overall, the Educator shall, at a minimum, have been rated proficient or higher on the Curriculum, Planning, and Assessment and the Teaching All Students standards.
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) Record of Evaluation: A documented collection of evidence pertaining to an Educator’s performance during an evaluation cycle consisting of three parts: 1) standard forms, including all relevant forms in Appendix G-1; 2) Evaluator-supplied evidence collected pursuant to the protocols in Section 12C; and 3) Educator-supplied evidence collected pursuant to the protocols in Section 12D.
- AA) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. These rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of

SMART goals set forth in the Educator's Plan.

- CC) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) *Trends in student learning: At least two years of data. Upon receipt of language from ESE, the parties agree to bargain this section.

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. Upon receipt of language from ESE, the parties agree to bargain this section.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of 10 minutes or more.
 - 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. Such observations shall be a full period in duration.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to SMART goals in the Educator plans, contributions to the school, community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – Upon receipt of language from ESE, the parties agree to bargain this section.
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric, Forms, and Documents

The parties agree to use the performance rubrics, forms, and documents attached hereto in Appendix G-1 through G-3 and incorporated herein by reference.

5) Establishment of Joint Committee on Educator Evaluation (New Section)

A) The parties agree to immediately create a Joint Committee on Educator Evaluation (JCEE) consisting of bargaining unit members chosen by the Union President and administrators chosen by the Superintendent. The committee shall:

- i) Monitor overall system effectiveness and fairness, and suggest additions and/or changes as needed. Any recommendations for improvement will be presented to the Union President and the Superintendent, and the parties by mutual consent may engage in bargaining to incorporate the recommendations into the system, with all changes subject to ratification by the Union membership and the School Committee.
- ii) Provide guidance and advice to the Superintendent on issues and disputes that arise from the new system.
- iii) Develop and advise on training for Evaluators and Educators relating to the implementation of the system.

6) Evaluation Cycle: Initial and Ongoing Training

A) Prior to the implementation of the new evaluation process contained in this article, the district 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 JCEE shall advise the Superintendent regarding training.

B) 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 SMART 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 training meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

C) By October 15th of the first year of this agreement, all Educators shall complete a training activity about self-assessment and goal-setting satisfactory to the superintendent, building principal and JCEE

D) The Primary Evaluator is responsible for providing Evaluation and SMART goal training to any Educator hired after the start of the school year within four (4) weeks of their start date. A first observation will take place at least 10 school days after the newly-hired Educator's plan is approved.

- E) The JCEE shall also advise the Superintendent on Evaluator training on an ongoing basis. The parties agree that Evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.
 - F) Representatives from the Union will be invited to all Educator trainings provided by the School District.
- 7) Evaluation Cycle: Self-Assessment and Proposal of Goals
- A) Completing the Self-Assessment
 - i) The Educator shall complete and submit to his/her Evaluator a self-assessment by October 1st or, for Educators who do not begin their Educator Plans at the start of the school year, within four weeks of the start of their employment or a new evaluation cycle, following training according to the protocol in 6D.
 - ii) The self-assessment shall be completed on the Self Assessment Form in Appendix G-1.
 - B) Proposing the goals
 - i) SMART Goal proposals shall be completed on the Goal Proposal Form in Appendix G-1 by October 1 or within four weeks of the start of employment or a new evaluation cycle.
 - ii) Educators must consider SMART goals for grade-level, subject-area, and department teams, or other groups of Educators who share responsibility for student learning and results. Educators are encouraged to meet in teams to consider establishing team SMART goals. Evaluators may participate in such meetings as requested by the teams.
 - iii) For non-PTS Educators, the Primary Evaluator will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after the initial training has taken place) to assist the Educator in completing the self-assessment and drafting the Professional Practice and Student Learning SMART goals which must include induction and mentoring activities. In addition, SMART the goals may address shared team SMART goals.
 - iv) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice SMART goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- 8) Evaluation Cycle: SMART Goal Finalization and Development of the Educator Plan
- A) Educator Plan Development Conferences shall be conducted as follows:
 - i) The Primary Evaluator shall schedule and conduct a plan-development conference with each Educator under his/her supervision by October 15. Before the conference(s), the Primary Evaluator shall review the SMART goals proposed by the Educator(s).

- ii) For those Educators new to the school, the meeting with the Primary Evaluator to establish the Educator Plan must occur by October 15th or within four weeks of the start of their assignment in that school, following the protocol described in 6C.
 - iii) SMART Goal-finalization and plan-development conferences may occur in groups to encourage the establishment of team goals and coordinated Educator Plans. However, the Primary 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 team goals.
- B) Educator Plans shall be drafted and completed as follows:
- i) During or as soon as possible after the conference, the Primary Evaluator and Educator shall draft an Educator Plan using the appropriate form in Appendix G-1: “Directed Growth Plan Form” for PTS Educators rated needs improvement; “Improvement Plan Form” for PTS Educators rated unsatisfactory; and “Educator Plan Form—General” for all other Educators.
 - ii) All components of the Educator Plan are subject to the approval of the Primary Evaluator. For plans beginning in the fall of 2012 or the fall of any succeeding year, the final Educator Plan shall be signed by the Primary Evaluator and Principal and delivered to the Educator no later than November 1.
 - iii) The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator’s signature indicates that the Educator received the plan in a timely fashion, not necessarily agreement with its contents. A copy of the signed plan shall remain with the Educator.
 - iv) If an Educator disagrees with any element of the approved Educator Plan, the Educator may submit comments of that nature using the Educator Response Form in Appendix G-1 to the Primary Evaluator and/or Superintendent, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator, who may be asked to work with the Educator to revise the goals and contents of the Educator Plan.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS and Educators in the first year of a substantially new assignment.
- A) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - B) The Educator shall have at least seven unannounced observations during the school year.

- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- A) The Educator whose overall rating is proficient or exemplary must have at least seven unannounced observations during the evaluation cycle, of which three to five should be conducted during Year 1 of 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 seven unannounced observations and one announced observation.
 - 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 seven unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and four unannounced observations.
- 11) Observations: The Evaluator’s first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations.
 - ii) The Educator will be provided with written feedback from the Evaluator within 5 school days. 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 unannounced 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 focused on the standard/s judged to be Unsatisfactory or Needs Improvement within 5-15 school days after the Educator has received the assessment or evaluation.
 - B) Announced Observations
 - i) All non-PTS Educators, PTS Educators on Improvement Plans, Educators in a substantially new position, and other educators, at the discretion of the Primary Evaluator, shall have at least one Announced Observation by the Primary Evaluator.
 - (a) The Primary Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The Educator will receive at least five (5) school days’ notice before the announced observation occurs.

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the two shall meet for a pre-observation conference. At the meeting, the Educator will provide a completed Pre-Announced Observation Conference Form.
- (c) Prior to the observation, 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.
- (d) 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.
- (e) 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.
- (f) The Evaluator shall provide the Educator with written feedback within 5 school days of the post- observation conference.

12) Evaluation Cycle: Evidence Collection/Feedback

- A) A Record of Evaluation shall be kept for each Educator. Each Educator's Record of Evaluation shall be maintained as part of the Educator's personnel file, pursuant to Article 13 in the CBA. All documents in the Record of Evaluation shall be treated as confidential personnel records.
- B) Each Educator's Record of Evaluation shall consist of three parts: 1) standard forms, including all relevant forms in Appendix G-1; 2) Evaluator-supplied evidence compiled and maintained pursuant to 12C; and 3) Educator-supplied evidence compiled and maintained pursuant to 12D.
- C) For each Educator under an Evaluator's supervision, Evaluator-supplied evidence shall be compiled and maintained in an Evidence Log in accordance with the following protocols:
 - i) An electronic system provided and specified by the Employer (currently TeachPoint) shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals.
- D) Educator-supplied evidence shall be compiled and maintained according to the following protocols:
 - i) Every Educator shall have the right to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may share said evidence/information with his/her Evaluator(s) at any point in the evaluation cycle, in which case said

evidence/information will be entered into the Educator's Collection of Evidence Form. The Evaluator shall acknowledge receipt of said contents with a signature.

- ii) Following an Evaluation Tracking Sheet entry made by an Evaluator, the Educator may submit comments and/or additional information that is relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature.

13) General Rules for Establishing and Changing Overall Ratings

- A) An overall rating may be changed through a Formative Assessment, Formative Evaluation, or Summative Evaluation at any time.
- B) Formative or Summative Assessment/Evaluation Reports shall rely solely on evidence and feedback previously entered into the Record of Evaluation and Personnel File.
- C) An overall rating may be changed only through a Formative Assessment, Formative Evaluation, or Summative Evaluation, providing the following:
 - i) Absent exceptional circumstances, the change shall be to the next level down (e.g.: from Exemplary to Proficient or from Proficient to Needs Improvement).
 - ii) The rationale for the change must rely solely on evidence and feedback previously entered into the Record of Evaluation and Personnel File, with said evidence and feedback encompassing multiple sources of evidence collected at multiple points in time.
 - iii) There must be at least three collections of evidence (from observations or other sources) noted in the Evaluation Tracking Sheet during the evaluation cycle that reference the Descriptors (AA,iv) in the rubric and that were accompanied by appropriate feedback pursuant to Section 12C.
 - iv) All changes of Educators shall be reviewed by the Superintendent or his/her designee and the Building Principal. Following said review, the Superintendent may advise the Primary Evaluator to revise the rating and/or may assign a different Primary Evaluator to supervise the subsequent Educator Plan.

14) Evaluation Cycle: Formative Assessment

- A) 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 15, below.

- B) For Educators on one-year or shorter plans, at least one Formative Assessment report shall be completed during the evaluation cycle. For one-year plans that begin on Nov. 1 or earlier, a report shall be completed and delivered to the Educator no later than Feb. 15.
- C) In all cases, the Primary Evaluator shall notify the Educator in writing of the intended delivery date of a Formative Assessment report at least 20 school days before said date.
- D) At least 10 school days before the due date set in 14C, the Educator shall provide to the Primary 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. Evidence pursuant to this paragraph shall be provided in writing.
- E) The Formative Assessment report shall be completed using the Formative Assessment Report Form in Appendix G-1.
- F) The Formative Assessment report provides written feedback 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.
- G) The Primary Evaluator shall draft the Formative Assessment report and share the draft report with the Educator before it is finalized. Following receipt of the draft, the Educator shall have 5 school days to request a meeting to discuss the draft. The Formative Assessment shall not be finalized until the Primary Evaluator and the Educator have an opportunity to discuss the draft, if desired by the Educator.
- H) The final Formative Assessment report shall be signed and dated by the Primary Evaluator and the Building Principal and will be delivered to the Educator in a brief face-to-face meeting.
- I) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- J) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report, attaching any comments pursuant to 14J . The signature indicates that the Educator received the Formative Assessment report in a timely fashion, not necessarily agreement with its contents. A copy of the signed report shall remain with the Educator.
- K) As a result of the Formative Assessment Report, the Primary Evaluator may change the activities in the Educator Plan.
- L) Any Educator rated Unsatisfactory or Needs Improvement overall may request a conference with the Primary Evaluator and the Building Principal to discuss the Formative Assessment report, and the conference shall take place within 5 school days of the request. The Educator may request that a Union representative attend the conference.

- 15) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only
- A) For Educators on two year Self-Directed Growth Plans, a Formative Evaluation report shall be completed and delivered to the Educator between May 15 and June 1 of the first year of the plan.
 - B) Before May 1, the Educator shall provide to the Primary Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress towards 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. Evidence pursuant to this paragraph may be provided in writing, in person, or both. This may be done in a conference, if desired by either the Educator or Evaluator, or it may be delivered by the Educator to the Evaluator.
 - C) Any recommended change in a rating from an Evaluator—either on a particular standard or overall—must be reviewed and approved by the Primary Evaluator and the Building Principal provided that any overall rating downgrade must comply with the provisions of Section 13.
- 16) Evaluation Cycle: Summative
- A) Educators on a one year Educator Plan that begins at the start of the school year, will receive the Summative Evaluation report by May 15. For those on a two-year Educator Plan, the Summative Evaluation report shall be completed and delivered by May 15 of year two.
 - B) For Educators on a plan lasting less than one year, the Educator Plan shall state the intended delivery date of the Summative Evaluation report.
 - C) By April 15 in the case of Educators covered by 16A, and at least 10 school days before the delivery date in the case of Educators covered by 16 B, 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. Evidence pursuant to this paragraph shall be provided in writing.
 - D) The Summative Evaluation report shall be completed using the Summative Evaluation Report Form in Appendix G-1.
 - E) The Primary Evaluator shall draft the report with input from the Contributing Evaluator, if any, including a rating on progress toward student learning goals, a rating on progress toward professional practice goals; a rating on each of the four standards; and an overall rating. The Evaluator shall provide a rationale and evidence for each rating.
 - F) The Primary Evaluator shall draft the Summative Evaluation report and share the draft report with the Educator by May 15. Following receipt of the draft, the Educator shall have 5 school days to request a meeting to discuss the draft. The Summative Evaluation shall not be finalized until the Primary Evaluator and the Educator have an opportunity to discuss the draft, if desired by the Educator.

- G) The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives, provided that any overall rating downgrade must comply with the provisions of Section 13.
- H) The final Summative Evaluation report shall be signed and dated by the Primary Evaluator and the Building Principal and will be delivered to the Educator in a brief face-to-face meeting no later than May 15th.
- I) The Primary Evaluator and the Building Principal shall meet with the Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by June 1st. The Educator may request that a Union representative attend the conference.
- J) 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.
- K) The Educator shall sign the final Summative Evaluation report and shall have the right to attach their response, if any, by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion, not necessarily agreement with its contents.
- L) A copy of the signed final Summative Evaluation report shall be filed in the Educator's Personnel File, and a copy shall remain with the Educator.

17) 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 will 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 pursue the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

- 18) 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 substantially new assignments.
 - B) The Educator shall be evaluated at least annually.
- 19) 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, following guidance from ESE and negotiations between the parties, 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, following guidance from ESE and negotiations between the parties, whose impact on student learning is low. In this case, the Primary 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.
- 20) 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 Primary Evaluator.
 - C) The Primary Evaluator shall oversee the development and implementation of a Directed Growth Plan.
 - D) Within 15 school days of an Educator receiving an overall rating of needs improvement, the Primary Evaluator and Building Principal shall meet with the Educator to discuss and assist in the development of a Directed Growth Plan. The Educator may request that a Union representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.
 - E) The Primary Evaluator shall determine the plan length, in consultation with the Contributing Evaluator, if any, the Building Principal, the Educator, and a union representative (if requested by the Educator).
 - F) The Directed Growth Plan shall be completed using the Directed Growth Plan Form in Appendix G-1.
 - G) The Directed Growth Plan must be approved and signed by the Primary Evaluator and the Building Principal and shall be delivered to the Educator at least 15 school days before the start date of the plan.

- H) The Educator shall sign his/her Directed Growth Plan within 5 school days of receipt and may include a written response. The Educator's signature shall denote receipt of the plan, not necessarily agreement with its contents. A copy of the signed plan shall remain with the Educator.
- I) If the Educator disagrees with any element of the approved Directed Growth Plan, the Educator may submit comments of that nature to the Superintendent, copying the Building Principal, the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator, who may be asked to revise elements of the Directed Growth Plan.
- J) The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on a Directed Growth Plan shall be dismissed or have his/her overall rating lowered to unsatisfactory during the prescribed plan period.
- K) A rating on a particular standard and/or overall rating may be upgraded to proficient or higher through a Formative Assessment at any time during the plan period.
- L) The Primary Evaluator shall draft and approve a summative evaluation for the Educator at the end of the period determined by the Plan.
- M) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Primary Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle, with the approval of the Principal.
- N) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Primary Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle, with the approval of the Principal.

21) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The Primary Evaluator is to oversee the development and implementation of an Improvement Plan, with the approval of the Building Principal.
- C) Within 15 school days of an Educator receiving an overall rating of unsatisfactory, the Primary Evaluator shall meet with the Educator to discuss and assist in the development of an Improvement Plan. The Educator may request that a Union representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.
- D) The Primary Evaluator shall determine the plan length, in consultation with the Consulting Evaluator, if any, the Educator, and a union representative (if requested by the Educator).
- E) The Improvement Plan shall be completed using the Improvement Plan Form in Appendix G-1.

- F) The plan must be approved and signed by the Evaluator and shall be delivered to the Educator at least 15 school days before the start date of the plan.
- G) The Educator shall sign his/her Improvement Plan within 5 school days of receipt and may include a written response. The Educator's signature shall denote receipt of the plan, not necessarily agreement with its contents. A copy of the signed plan shall remain with the Educator.
- H) If the Educator disagrees with any element of the approved Improvement Plan, the Educator may submit comments of that nature to the Superintendent, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Evaluator, who may be asked to revise elements of the Improvement Plan.
- I) The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on an Improvement Plan shall be dismissed during the prescribed plan period.
- J) A rating on a particular standard and/or overall may be upgraded to needs improvement or higher through a Formative Assessment at any time during the plan period.
- K) The Evaluator shall draft and approve a summative evaluation for the Educator at the end of the period for the Plan.
- L] Decision on the Educator's status at the conclusion of the Improvement Plan. All determinations below must be made no later than June 1. One of four decisions must be made at the conclusion of the Improvement Plan:
 - i) If the Primary 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.
 - ii) 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 significant progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - iii) 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 significant progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
 - iv) If the Primary Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Primary Evaluator shall recommend to the Superintendent that the Educator be dismissed.

22) 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 Building 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 Building 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, following guidance from ESE and negotiations between the parties, whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, or other acknowledgement as determined by the district through collective bargaining where applicable.

23) Rating Impact on Student Learning Growth

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

24) 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.

25) Using Staff feedback in Administrator 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.

26) Transition from Existing Evaluation System

- A) 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 Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- B) The parties agree to address the workload issue of Evaluators.
- 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).

27) General Provisions

- A) Should there be a serious disagreement between the Educator and the Primary Evaluator regarding an overall Summative Performance Rating of unsatisfactory, the Educator may meet with the Primary Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Primary Evaluator's supervisor must meet with the Educator. The Educator may bring a union representative to this meeting. The Primary Evaluator may attend any such meeting at the discretion of the Superintendent.
- B) Violations of this article are subject to the grievance and arbitration procedures set forth in Article 3 of the parties' Collective Bargaining Agreement.

AppendixG-1:EvaluationTemplateForms

1. Notification of Evaluator Assignment
2. Evaluation Tracking Sheet
3. Self-Assessment Form
4. Goal Setting Form
5. Educator Plan Form
6. Unannounced Observation Form (A screen shot of this form is included.)
7. Pre-Announced Observation Conference Form
8. Announced Observation Form
9. Evaluator Record of Evidence Form
10. Educator Collection of Evidence Form
11. Formative Assessment Report Form
12. Formative Evaluation Report Form
13. Summative Evaluation Report Form
14. Educator response Form
15. Improvement Plan for Corrective Action Form

Appendix G-2 : Evaluation Timeline

Annual Cycle: Educators without Professional Teacher Status and Struggling Educators

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 SMART 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 unannounced 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 announced observation	May 1
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

Educators on Plans of Less than One Year: The timeline for educators on Plans of less than one year will be established in the Educator Plan.

Two Year Cycle: Proficient and Exemplary Educators with Professional Teacher Status

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
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 unannounced observation of each Educator	November 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 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

AppendixG-3:Rubric

- Teacher Rubric
- Specialized Instructional Support Personnel Rubric

Appendix H: Non-Licensed Personnel Evaluation System

This would apply to individuals employed in roles compensated in the LPN column of the salary schedule currently including licensed practical nurses, technology assistants, library assistants, assistant occupational therapists, and supervisors of students.

Section 1: Bargaining unit employees shall be evaluated at least once per academic year. Bargaining unit employees shall be provided with a copy of all written evaluations if requested. An evaluation form is attached as Appendix “H.”

Section 2: Any bargaining unit employee who receives an overall rating of “needs improvement” may be placed on a directed growth plan for up to one (1) year. Any bargaining unit employee who receives an overall rating of “unsatisfactory” shall be placed on an improvement plan for at least thirty (30) school days and/or be subject to discipline/discharge where circumstances warrant such action. A bargaining unit employee on an improvement plan may be subject to supervisory meetings.

The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.

Section 3: A bargaining unit member rated “needs improvement” or “unsatisfactory” overall may request a conference with their evaluator to discuss an evaluation. The bargaining unit member may request a union representative attend the conference.

Appendix H: Non-Licensed Personnel Evaluation System

Section 4: Evaluations should be completed by June 15th of each academic year. This deadline may be extended where the Superintendent or his designee determines that the circumstances warrant such action and shall notify the President of the Federation of such. If no evaluation is completed in an academic year, it shall be recorded that the bargaining unit employee was “proficient” in all areas of the evaluation.

Section 5: The Employer shall not provide an overall lower evaluation rating if the Employer did not previously address the concern(s) referenced in the evaluation with the bargaining unit employee.

Section 6: Teachers (Unit “A” employees) shall not perform evaluations/evaluation duties of bargaining unit employees.

Appendix H: Non-Licensed Personnel Evaluation System

Appendix H: Evaluation Form

Chelmsford Federation of Teachers – Non-Licensed Personnel

Employee Name:

School:

Position:

Inclusive Dates: Through:

Evaluation Overall Rating:

Ratings will be:

1. Proficient
2. Needs Improvement
3. Unsatisfactory

Professional Responsibilities	Rating
Knowledge of position and quality of work	
Working relationships	
Care and use of equipment	
Other:	

Comments:

Personal Responsibilities	Rating
Professional appearance	
Cooperation	
Dependability	
Flexibility	
Other:	

Comments: