

M A S T E R A G R E E M E N T

between

**PILGRIM AREA COLLABORATIVE
BOARD OF DIRECTORS**

and

**PILGRIM AREA COLLABORATIVE
PROFESSIONAL STAFF ASSOCIATION
Local 6210
American Federation of Teachers Massachusetts, AFT MA**

EFFECTIVE:
July 1, 2019 – June 30, 2022

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AGREEMENT

Pursuant to the applicable provisions of the General Laws of the Commonwealth of Massachusetts as they pertain to Special Needs Collaboratives, this Agreement is effective the **1st day of July, 2019**, by the Board of Directors of the Pilgrim Area Collaborative (hereinafter sometimes referred to as the Board) and the Pilgrim Area Collaborative Professional Staff Association (hereinafter sometimes referred to as the PAC PSA or as the Association).

WITNESSETH

Whereas, the Board and the Association, in the manner and to the extent provided in this Agreement, desire to enter into an agreement relating to the Professional Staff covered by this Agreement as indicated in Article I. Now, therefore, in consideration of the mutual agreements contained herein and the performance by each of the parties to this Agreement of all the provisions and obligations hereinafter set forth, the Board and the Association, for itself and as the representative of the Professional Staff, hereby mutually and jointly agree as follows:

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality possible for the students of the Pilgrim Area Collaborative and that good morale within the Professional Staff of the Pilgrim Area Collaborative is essential to achievement of that purpose, we, the undersigned parties to the AGREEMENT, declare that

- a. Under applicable laws of Massachusetts, the Board has final responsibility for establishing the educational policies of Pilgrim Area Collaborative;
- b. The Executive Director of the Pilgrim Area Collaborative has responsibility for carrying out the policies so established;
- c. The Professional Staff of the Pilgrim Area Collaborative have responsibility for providing the Pilgrim Area Collaborative students an appropriate education and special services of the highest possible quality;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Board, the Executive Director and the Association in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Professional Staff and so;
- e. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I - RECOGNITION

- 1.1** For purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any question arising thereunder, the Board recognizes the Pilgrim Area Collaborative Professional Staff Association, Local 6210, American Federation of Teachers Massachusetts (AFT MA), as the exclusive bargaining agent and representative of the following noted Professional Staff of the Pilgrim Area Collaborative.

UNIT A

All Professional Staff of the Pilgrim Area Collaborative that hold current certification or license appropriate to the respective areas of specialization such as Special Needs Teacher, Registered Occupational Therapist, Registered Physical Therapist, Speech and Language Pathologist, Vision Teacher/Peripatologist, School Psychologist, School Adjustment Counselor, Social Worker/Adjustment Counselor, Registered Nurse (Bachelor Degree or higher), excepting however the following:

Executive Director, Assistant Director, Treasurer, Program Coordinator, PACES Coordinator, and Pilgrim Academy Director.

ARTICLE II - NEGOTIATION PROCEDURE

- 2.1** The AFT may, any time following October 1 of the calendar year preceding the calendar year in which the Agreement expires, notify the Collaborative's Board of Directors and indicate that is interested in beginning negotiations over a successor collective bargaining agreement. Upon receipt of the request to begin negotiations, the Board will begin negotiations with the AFT within a reasonable period of time thereafter. Such negotiations will include, but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, duty hours, performance of non-professional duties, Professional Staff's facilities, use of school facilities, staff assignments, transfers, filling of vacancies, promotions, textbooks, summer school, professional evaluation, protection of Professional Staff, sick leave, leaves of absence, accident benefits, health services, teaching and therapy materials, professional development and educational improvement. Any agreement so negotiated will apply to all Professional Staff and will be reduced to writing and signed by the Board and the Association.

- 2.2** During the negotiation, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. As of the time it is available to the Board, the Board will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.

The Board will make available to the Association for inspection all pertinent records of the Collaborative. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- 2.3** If the negotiations described in this article reach an impasse, the procedure described in Chapter 150E will be followed.

ARTICLE III - GRIEVANCE PROCEDURE
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3.1 Definitions

- a. A grievance is defined as being only those claims or disputes which allege specific and direct violation of the express language of the provisions of this agreement. The grievance must contain the nature and facts of the grievance, the section of the contract allegedly violated and the remedy sought.
- b. An "aggrieved person" is the person or persons making the claim.
- c. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. School days shall remain the operative measure of time from the day school opens for Professional Staff through June 30; on July 1 through to the day prior to the opening of school for Professional Staff, the measure shall be normal working days, Monday through Friday, excluding recognized holidays.

3.2 Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Professional Staff.
- b. The Association is cognizant of the General Laws of the Commonwealth of Massachusetts relating to powers and duties of the Board and other laws that affect municipal Professional Staff.
- c. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- d. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- e. Nothing herein contained will be construed as limiting the right of any Professional Staff having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement.
- f. Each written statement of grievance shall include:
 - (1) A concise statement of facts constituting the grievance
 - (2) A reference to the applicable provisions of the Agreement

- (3) The date upon which the act or omission giving rise to the grievance occurred, and
 - (4) The dates of all prior written presentations, if any.
- g. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

3.3 Procedure

a. Level One

- 1. The grievance shall be presented in writing and discussed by the aggrieved employee and, at the employee's request, a member of the Professional Staff Association, and the Executive Director. The Executive Director shall answer the grievance in writing within seven (7) days of receipt of the written grievance or the close of the Level One discussion, whichever is later.

b. Level Two

- 1. Should the grievance remain unresolved, it shall be the grievant's option to file the grievance in writing with the elected President of PAC-PSA within seven (7) days of receipt of the Level One answer. The President of the PAC-PSA will refer the grievance in writing to the Chair of the Board within fifteen (15) days after receiving the written grievance. The Board Chair will meet with the aggrieved member within ten (10) school days after the written grievance has been referred in an effort to resolve the grievance. The Board Chair shall answer the grievance in writing within seven (7) days of receipt of the referral or the close of the hearing, whichever is later.

c. Level Three

- 1. Should the grievance remain unresolved, it shall at the grievant's option to file the grievance in writing with the elected President of the PAC-PSA within seven (7) days of receipt of the Level Two answer. The President of the PAC-PSA will refer the grievance in writing to the Board or its designated subcommittees (herein referred to as the Board) within fifteen (15) days after receiving the written grievance. The Board will meet with the aggrieved member within ten (10) school days after the written grievance has been referred in an effort to resolve the grievance. The Board shall answer the grievance in writing within seven (7) days of receipt of the referral or the close of the hearing, whichever is later.

d. Level Four

- 1. Within ten (10) days of its receipt of the answer of the Board, the Association may present the grievance for arbitration by giving the Board written notice of its intention to do so.
- 2. Prior to the schedule date for arbitration, the parties will submit the matter to grievance mediation under the auspices of the Massachusetts Department of Labor Relations or the American Arbitration Association.

3. Within twenty-five (25) school days after such written notice of submission to arbitration is given to the Board, the Board Chairperson and the Association will file a request for arbitration with the Massachusetts Department of Labor Relations or the American Arbitration Association. The parties will be bound by the rules and procedures of the relevant board/association in the selection of an arbitrator and the arbitrator shall proceed under such rules.

The arbitrator shall have the authority to settle only a grievance which concerns misinterpretation or misapplication or violation of the expressed terms of the Contract. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.

4. All expenses charged by arbitrator, but not the cost of any outside lay or professional consultant hired by either party to advise or represent them in the proceedings, shall be shared equally by the Board and the Association (PAC-PSA).

3.4 Waiver of Grievance Procedure

- a. If, at the end of ten (10) school days following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any employee affected by it, the grievance has not been presented at Level One of this procedure, the grievance shall be deemed to have been waived.
- b. A grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal if there is failure of the Association or grievant to appeal a decision within the time limit specified. Failure of the Executive Director of the Board to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately.
- c. The above limitations may be waived by mutual agreement of the parties.

- ### **3.5**
- a. In a retroactivity dispute, in no event shall the Arbitrator's award be retroactive beyond the occurrence of the events given rise to the instant grievance.
 - b. An employee who has been ordered to perform a certain task within the scope of the employees' employment, which he/she believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe), but shall perform the same and then submit his/her protest as a grievance.
 - c. An Arbitrator shall not have the power to render a decision concerning any matter which has not been presented in accordance with the procedures set above.

ARTICLE IV - SALARIES

4.1 The salaries of all persons covered by this Agreement are set forth in Appendix C attached hereto and made a part hereof to include an across-the-board increase in salary, as follows (Part Time positions are pro-rated according to scale):

(i)	2019-2020:	Two Percent (2%)
(ii)	2020-2021:	Two Percent (2%)
(iii)	2021-2022:	Two Percent (2%)

for all Full Time Professional Staff, all as set forth in the Professional Staff Salary Schedule, including Steps, for the contract years: (i) 2019-2020; (ii) 2020-2021; and (iii) 2021-2022, as set forth in Appendix C.

4.2 a. Effective July 1, 2019, all nurses shall have full access to all steps of the Teacher’s Wage Scale attached hereto as Appendix C.

b. Effective July 1, 2019, any person who holds or thereafter attains a Doctoral degree, in a field related to his or her job duties at the Pilgrim Area Collaborative, from an accredited institution of higher education shall receive a one-time addition of \$2,000 to his or her base salary, in accordance with the Teacher’s Wage Scale attached hereto as Appendix C.

4.3 Professional Staff may be paid in twenty-two (22) equal installments during the school year, or in twenty-six (26) installments during the calendar year beginning the start of the school year. The Administration shall distribute a form to each Professional Staff prior to the close of school in June requesting each Professional Staff to select a salary payment schedule for the following School Year. Professional Staff who do not indicate a selection by the close of the School Year shall be paid in twenty-six (26) equal installments during the calendar year beginning the start of the school year. Those Professional Staff who elect to be paid in twenty-six (26) equal installments will receive all deferred payments in one lump sum prior to June 30.

The salary of a regular educator who leaves the service of the Pilgrim Area Collaborative before the termination of the school year, or who begins his/her service in the Pilgrim Area Collaborative after the regular school year has begun, will be paid the effective daily rate of the annualized salary for the position based on the number of work days in the work year multiplied by the number of days actually worked. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the educator, or in the event of his/her death, to his/her estate. It is acknowledged that reconciliation for payments for actual time worked may in some cases result in an educator being paid in advance and owing a return payment to the Pilgrim Area Collaborative.

Barring unforeseen circumstances, the Pilgrim Area Collaborative will make every effort to pay Professional Staff members their first pay check of the school year by no later than September 13th.

4.4 The Board agrees to adopt the following individual contract as included in Appendix A.

- 4.5** Professional Staff who are employed by the Pilgrim Area Collaborative for at least twenty hours per week but less than full time (thirty-five hours per week) shall be placed on the appropriate step of the Professional Staff Salary Schedule but at a prorated portion of the salary except for health insurance which will be offered to Staff Members who work at least twenty hours per week on the same basis that it is offered to full time Staff Members; all other benefits agreed to in this Agreement will be prorated in the same proportion as is salary.
- 4.6** In order to advance horizontally on the Salary Schedule, an individual must notify the Executive Director in writing using the Professional Staff Salary Advancement Form prior to the preceding February 1, along with a copy of the employee's updated college transcript indicating that the advancement is likely to or will occur. Such advancement can only occur at the start of a school year. Evidence of completed coursework must be submitted to the Executive Director no later than August 1. It is the sole responsibility of an individual to notify the Executive Director of any anticipated movement on the Salary Scale. A failure to meet any of the deadlines in this section will make an individual ineligible to advance horizontally on the Salary Schedule for the following September.
- 4.7** Full Time Staff members who work 91 or more work days in a given year will advance to the next step of the salary schedule in the following year, assuming they have had a positive evaluation. Staff Members who do not have a positive evaluation in a given year and/or who have worked less than 91 days in a given year will in their next year of service be retained on the same step of the salary schedule as they had most recently been. For purposes of this section, "work days" shall not include any sort of leave days, whether with or without pay, and will include only days actually on the job. Part Time Staff members who work less than 91 work days in a calendar year may receive step increases at the sole discretion of the Board.
- 4.8** Effective September 1, 2007, the professional staff member's wage scales contained in Appendix C shall be adjusted by adding a new top step. It shall be entitled Step 12 L. This step will be one percent (1%) higher than the current top Step 12. A person eligible to move to Step 12 L, will move onto that Step, effective the start of the school year next following his or her having met the following conditions. Those conditions are: the professional staff member must have completed at least twelve years of actual service as a professional staff at the Pilgrim Area Collaborative. If a professional staff does have at least twelve years of service as a professional staff at the Collaborative but who is not yet on Step 12, he or she must first progress, in the normal course of progression, to the original Step 12, where he or she must then remain for one full year.
- 4.9** Appendix E contains a list of the stipend positions and the stipend rates the Collaborative pays to the persons who hold these stipend positions. It is expressly understood that the Collaborative reserves the right to eliminate stipend positions at any time and likewise not fund some or all of them in any given year. It is also understood that if the Collaborative eliminates or chooses not to fund a stipend position contained in Appendix E, the employees will not be required to perform the stipend work.
- 4.10** All payments of payroll related items to any Staff Member will be made by direct deposit to a bank account of the Staff Member's choosing. Staff Members will have access to a paperless pay stub in connection with any direct deposit made. All Staff Members will be responsible to provide the

Pilgrim Area Collaborative the information necessary to make such direct deposits to Pilgrim Area Collaborative’s Business Office within sixty (60) days of the execution of this Agreement.

ARTICLE V - WORKING CONDITIONS

5.1 Professional Staff Work Duty Hours

- a. Professional Staff shall be required to be in their assigned school(s) seven hours daily with starting and ending times to be determined by the Executive Director, or his/her designee, which shall be a Program Coordinator or Program Director. It is assumed that members covered by this Agreement will spend whatever additional time is necessary to fulfill professional expectations. Please see also Section 5.11.
 - (1) Professional Staff may be required to remain after the end of the regular school day, without additional compensation, for up to one (1) hour to attend the following:
 - (a) Professional Staff Meeting called by the Executive Director, or his/her designee, which shall be a Program Coordinator or Program Director.
 - (b) In service educational programs not to exceed more than an average of twice per month.
 - (c) Professional Staff shall stay an additional two (2) hours on one (1) student early release day per year, in order to satisfy the three (3) hour requirement for restraint recertification.
 - (2) Professional Staff may be required to remain after the school day for no more than two afternoons and/or evenings per school year for Parent Conferences. Professional Staff will make every attempt to attend IEP Meetings whenever they are held. Scheduling outside the usual work day will only occur when no mutually acceptable time can be made within the work day. Every attempt will be made to accommodate the schedule of the Professionals involved.
 - (3) Professional Staff may be required to attend one evening Open House each School Year.
 - (4) Professional Staff may leave school at the regular student dismissal times (after all students have left) on Fridays and the day preceding a holiday or vacation, excluding summer vacation.
- b. All Professional Staff are entitled to a thirty (30) minute duty free lunch. Class coverage to be arranged in cooperation with the Executive Director or Program Coordinator/Director.
- c. Part time professional staff (less than 35 hours per week) shall complete and submit biweekly time sheets in accordance with established office procedure.

- d. Effective July 1, 2019, the Parties agree that PAC and the PSA are currently evaluating programmatic options/changes to the Collaborative’s structure in regards to length of school day and/or school year, in order to remain competitive in the market. If PAC determines that such changes are beneficial and need to be made during the life of this contract, it will notify the PSA of its proposed changes and offer to bargain with the PSA. The PSA will not refuse to bargain over this issue during the life of the contract.

5.2 Professional Staff Facilities

- a. All Professional Staff are entitled to the following facilities.
 - (1) Space in a classroom or office in which the Professional Staff may safely store instructional materials and supplies.
 - (2) Whenever possible, a serviceable desk and chair for the Teacher in the classroom or other Professional Staff assigned to an office.
 - (3) There should be provided one designated area, in each school containing Collaborative Classes, assigned for posting of staff notices and important information.

5.3 Preparation Time

- a. Except when such time is needed for IEP meetings, all full time teachers shall have a minimum of three hours of preparation time during each five day week to be scheduled during the seven hour teacher day. All part time members of this unit shall have a percentage of preparation time as is equal to their part time status. The schedule of preparation time is to be approved by the Executive Director. Preparation time will be used to prepare lessons, develop curriculum, organize and collect materials, facilitate integration, and complete or gather standardized information. Please see also Section 5.11
- b. Other Professional Staff (Therapists, Nurses, Adjustment Counselors, Psychologists) shall have preparation time in accordance with the needs of their respective positions as approved by the Executive Director.

5.4 Class Size

- a. The Board agrees to abide by all applicable regulations pertaining to class size for special needs students as regulated by the Commonwealth of Massachusetts Department of Education.

5.5 Travel Reimbursement

- a. Professional Staff will be reimbursed at the IRS rate of reimbursement for all travel mileage necessitated to fulfill direct service commitments to students as required by their work assignment, provided that said schedules are approved by the Executive Director.
- b. Reimbursement for travel outside the category of direct service to students, present or potential, shall be at the discretion of the Executive Director.

5.6 Personal Injury Benefits

- a. Whenever a Professional Staff is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his or her employment, he or she will be paid the difference between his or her weekly salary and the amount of weekly payment of Workers' Compensation for as long as the weekly Workers' Compensation payment continues. Sick leave days will be charged at the fraction represented by the amount of the salary paid by the Collaborative after Workers' Compensation to the normal amount of salary paid by the Collaborative. Accumulated sick leave days will be charged at the fraction represented by the amount of the salary paid by the Collaborative after Worker's Compensation to the normal amount of salary paid by the Collaborative.

5.7 Home Visits

- a. Regular two hour home visits will be offered to parents at their request to provide consistency of programming across environments. Home visits will be scheduled during Professional Staff working hours with no additional compensation to Professional Staff who conduct home visits. If home visits cannot be scheduled during normal working hours, an explanation must be provided to the Executive Director in writing prior to the home visit. Professional Staff who conduct home visits outside normal working hours will be compensated at the rate of fifty dollars (\$50.00) per home visit. Should the hours of the home visit begin during school hours and end after work day hours, the compensations will be prorated to 50%.

5.8 Personal Property Destruction

The Collaborative will reimburse a bargaining unit employee in the event that his/her eyeglasses are damaged/destroyed in the scope of employment. Reimbursement is limited to the sum of \$400.00 per year and is only provided if and when not covered by Worker's Compensation insurance.

5.9 Work Year

All employees covered by this Agreement shall work one hundred eighty-four (184) contiguous school days per year.

5.10 New Staff Orientation

All newly hired Professional Staff members will attend a mandatory full-day orientation, planned by the Collaborative Administration, before reporting to their assigned duties, with no additional compensation.

5.11 Time on Teaching

Effective 2017-2018 the Parties agreed that on a full school day, time on teaching will be increased by 30 minutes, while also providing designated prep time of 45 minutes a day for all full time teachers. On early release days, time on teaching will increase by 30 minutes while also designating 30 minutes of prep time for all full time teachers.

ARTICLE VI - ASSIGNMENTS

6.1 Assignments and Transfers

- a. Whenever possible, each Professional Staff will be consulted on any changes in the assignment of classroom or duty area for the following year not later than June 1st. Whenever possible the student profiles of known or potential students will also be reviewed with the Professional Staff no later than June 1st.
- b. Professional Staff who desire a change in their work assignment or classroom for the following September, shall file a written statement of the desire not later than March 1st.
- c. An involuntary assignment or transfer shall be made only after a meeting between the Professional Staff and the Executive Director or his/her designee, at which time the Professional Staff must be notified of the reasons for the transfer.
- d. Professional Staff assignments and transfers shall be made without regard to age, sex, race, creed, color, religion, nationality or marital status.

6.2 Vacancies

- a. Whenever any vacancy occurs in a professional position that the Board has determined should be continued, the following procedure will be followed:
 - (1) Vacancies will be posted via PAC email prior to any external posting.
 - (2) Current Professional Staff may apply for such openings, and serious consideration will be given to any qualified Professional Staff and their years of service with the Collaborative. However, vacancies shall be filled at the discretion of the Executive Director. Each Professional Staff applicant not selected will receive notification.

ARTICLE VII - LEAVES

7.1 Sick Leave

- a. Each Professional Staff covered by this agreement, will receive full pay for fifteen (15) days of absence for illness or injury for each school year (September through June) except as noted in d.
- b. Unused sick days may accumulate up to 180 days. Accumulated sick days may be used at the exhaustion of the current school year's sick leave.
- c. Sick leave is granted if a Professional Staff is unable to work because of sickness or injury. A maximum of five (5) days sick leave per school year may be used for a serious illness in the immediate family, which shall include the Professional Staff's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or other resident members of the Professional Staff's household. Part time employees shall have the use of family sick time prorated in accordance with their FTE.

- d. During the first twelve months of employment, sick leave is accumulated at the rate of 1.5 days per month earned at the end of each month.
- e. A Professional Staff, who has been employed by the Collaborative for at least three (3) years, may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave must be supported by appropriate medical evidence submitted by the Professional Staff's physician. Additional leave may be granted at the discretion of the Board.
- f. Professional Staff who are absent for five consecutive days may be required to submit a physician's note in order to return to work, at the employee's expense.

7.2 Sick Bank

- a. The Board and the Association have agreed to the establishment of a PSA Sick Bank for use by eligible employees covered by this agreement who have exhausted their own sick leave, and other forms of leave provided in the agreement, and who have a serious illness.
 - a. A Professional Staff who is a member of the PAC-PSA and who has been an employee of the Collaborative for at least one academic year may voluntarily join the PSA Sick Bank. A Professional Staff member wishing to join the PSA Sick Bank shall fund the PSA Sick Bank annually with one (1) sick leave day.
 - b. The PSA Sick Bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Association and two (2) members shall be designated by the Committee, one (1) of which shall include the PAC Executive Director. The PSA Sick Bank Committee shall vote on the eligibility for use of the bank and the amount of leave to be granted. The decision of the PSA Sick Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to review under the grievance and arbitration procedure or any other procedure. In the event of a tie vote, the members of the PSA Sick Bank Committee shall secure the services of a mutually agreeable neutral to break the tie.
 - c. Any Professional Staff member who has contributed to the PSA Sick Bank for that year, and who has exhausted his/her sick leave, and other forms of leave, may make a request to withdraw sick leave from the PSA Sick Bank. A Professional Staff member's request to withdraw from the PSA Sick Bank must be in writing, and shall include a letter from a physician that supports the member's inability to work due to a serious illness.
 - d. After consulting, the PSA Sick Bank Committee shall either approve or deny the request to access the PSA Sick Bank.

- e. The initial grant of sick leave by the PSA Sick Bank Committee to an eligible employee shall not exceed fifteen (15) days.
- f. Upon completion of the fifteen (15) day period, the period of entitlement may be extended by the sick leave bank committee, upon demonstration of need by the applicant, to a maximum of fifteen (15) days.
- g. In order to opt into the PSA Sick Bank, an employee must sign and submit a voluntary contribution sick leave slip and submit it to the Association and PAC Business Office by the final school day in September. This authorization needs only to be done once. When an employee opts into the PSA Sick Bank, he/she shall remain a member from contract year to contract year unless he/she notifies the PSA Sick Bank Committee through the Association President in writing prior to the start of a school year that he/she no longer wants to be a member. Once a member opts into the PSA Sick Bank the PAC will continue to deduct one sick day per contract year until notification is received that a member no longer wishes to participate in the PSA Sick Bank. Any member who does choose to opt out of the PSA Sick Bank may not withdraw any days from the bank which had previously been contributed.
- h. Effective July 1, 2019, only employees who have contributed less than five (5) days, and who are current members of the PSA Sick Bank, will be required to donate a sick day each year to the PSA Sick Bank. Any member that had previously opted into and was eligible to participate in the PSA Sick Bank, subject to any renewal of the bank as described below, will not be required to donate additional sick time to the PSA Sick Bank. Should the PSA Sick Bank drop below a total of ninety (90) days during a given school year, employees who are members of the sick bank shall donate one or two (depending on entrance into the PSA Sick Bank) at the start of the next school year.
- i. By September 30th of each school year, or within one month following the employee's date of hire, the PSA shall provide in writing to the PAC business office a list of all Sick Bank members and those employees who are contributing to the Sick Bank.

7.3 Bereavement Leave

- a. Each Professional Staff shall be granted up to five (5) work days of bereavement leave in the event of a death in the immediate family (Spouse, Child, Parent, Sibling, In-Laws, Grandparent, Grandchild or Significant Other). In the event of a death of other relatives, leave will be handled at the discretion of the Executive Director.

7.4 Personal Business Leave

- a. A Professional Staff will be granted One Day per school year with pay to attend necessary personal Business which cannot be carried out after school hours. Such leave may not be taken for the purpose of extending regular school vacations or holidays. For purposes of this section, necessary personal business shall be limited to personal legal or family matters that cannot be scheduled on non-school hours. Personal days will not be approved on days prior to or following a holiday or vacation.
- b. Requests for use of the Personal Day must be submitted in writing to the Executive Director at least three (3) days prior to the requested day. In the event of an emergency, the three day notification requirement can be waived at the discretion of the Executive Director.
- c. An additional day's leave with pay may be granted at the discretion of the Executive Director for emergency circumstances which are explained in writing. A denial of such additional day shall not be subject to the grievance or arbitration procedure.

7.5 Religious Leave

- a. A Professional Staff shall be allowed up to two (2) days leave with pay per school year for the purpose of observing religious holidays which fall within the school year.

7.7 Professional Leave

- a. Upon the recommendation of the Executive Director, each Professional Staff will receive up to three [3] Professional Development days which may be used for activities which will improve or develop the Professional Staff's knowledge as related to their current work assignment. The leave may be used for, but not excluded to, activities such as visiting other educational or therapeutic programs, attending workshops, attending professional conferences, etc.

7.8 Parental Leave

- a. Male and female employees may take parental leave of up to on [1] year, or fraction thereof, without pay or salary increment credit, upon the following conditions.

Parental leave is limited to full-time employees or anyone typically working more than twenty [20] hours per week. If the length of the parental leave exceeds eight [8] calendar weeks the individual may return at an appropriate time determined by the Executive Director in consideration of the students' program(s). An extension of the one [1] year leave may upon the request of the individual but within the sole discretion of the Board be granted to cover the period of time from the end of the one [1] year leave to the beginning of the next school year.

Male and female employees may take parental leave for the purpose of:

- Birth of the employee's child
- Placement of a child under the age of 18 for adoption
- Placement of a child under the age of 23 for adoption if the child is mentally or physically disabled

Two employees seeking parental leave for the same event shall be entitled to up to 1 year of leave in the aggregate for said event.

The following shall apply to all parental leaves:

1. Notice of intent to take such leave and intent to return must be given in writing to the Board through the Executive Director in writing no less than two weeks prior to the date that the leave is to begin or as soon as practicable if the reasons for the delay is beyond the employee's control.
 2. Current or accrued sick time to which the individual is entitled may be used only for the portion of the parental leave during which the individual is eligible to use sick leave under section 7.1.
- b. All benefits to which the staff member was entitled to at the time of the initiation of parental leave shall be restored to the staff member upon return to active employment including restoration of any unused sick leave.
 - c. A staff member on parental leave has the option to elect to remain at the staff member's own expense, in any Pilgrim Area Collaborative Health or Insurance Program that the Staff Member was participating in at the time the leave commenced. If the Staff Member is able to use paid sick leave pursuant to a, 2 above, the Collaborative shall continue to pay its share of the premium during the paid portion of the leave.
 - d. A Staff Member returning from parental leave shall be reassigned at the discretion of the Executive Director.
 - e. A Professional on leave under any provision of this Article shall advise the Executive Director, in writing, within two weeks of his/her intention to return to work during the school year, or not later than March 1 of any year, of his/her intention to return to work the following school year.
 - f. A Staff Member returning from parental leave will be eligible to move to the next salary step level, if the staff member had worked at least ninety-one [91] days of the school year and received a positive evaluation form. For these purposes, days "worked" shall not include sick days or other leave days, but will include only days actually worked.
 - g. The parties recognize that the Family Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights.

7.9 Other Leaves

- a. If employed by the Pilgrim Area Collaborative three (3) or more years, a Professional Staff Person may be granted a leave of absence without pay or increment up to one (1) full year for personal or health reasons. A request for a Leave of Absence must be submitted to the Executive Director in writing.

b. Requests for short-term unpaid leave (up to two week, consecutive days) for any purpose other than what is covered by the language of the Master Agreement of the PAC Professional Staff Association must be submitted to the Director in writing no later than ten (10) working/school days prior to the commencement of the requested leave. The employee requesting the unpaid leave must give an explanation in writing for the leave. Consideration of these requests by the Director will be given on a case-by-case basis, and leaves will only be approved under emergency/extraordinary circumstances. Any employee who takes an unpaid leave despite the denial of the request will be subject to disciplinary action. Should the Director deny such a request, his/her decision shall not be subject to the provisions of Article III. Such denial shall not be arbitrary or capricious and shall be in writing.

ARTICLE VIII - INSURANCE PLAN

8.1

- a. The Collaborative will pay fifty percent (50%) per year toward the cost of health plans made available to employees of the Collaborative during the term of this contract. Changes between various plans are subject to written procedures established by the Collaborative.
- b. Collaborative payments under this Section 8.1 will be year round for Staff Members who are re-employed by the Collaborative from one year to the next. If an individual is not re-employed for the following year, the individual will pay the full premium for coverage after June 30. If an individual is offered re-employment by Collaborative for the following school year but then does not return to employment in September, the individual will repay the Collaborative for any of his/her medical premium payments made during July and August.

8.2 Professional Staff will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to appropriate Federal, State, and Local Laws.

8.3 PAC will pay one hundred percent (100%) of the cost of a Twenty-Five Thousand Dollar [\$25,000.00] Term Life Insurance Plan of the type presently available to Professional Staff. Any Professional Staff who wishes to purchase additional Life, Accident Death & Dismemberment Insurance shall be responsible for the additional cost. Payment of this additional premium will be administered by the Collaborative.

8.4 The PAC will set up and maintain a "premium only plan" pursuant to State and Federal tax laws by which the members of the professional staff may elect to pay their share of their health insurance with pre-tax earnings.

8.5 Professional Staff will be eligible to participate in any dental insurance plan that the Collaborative makes available to its employees during the term of this contract. Each Professional Staff member participating in any dental insurance plan shall be responsible for 100% of the cost of coverage.

8.6 The Collaborative shall use reasonable efforts to distribute any new or updated literature provided by the administrators of any plans described in this Article, intended for plan beneficiaries, and requiring

signature and return of beneficiaries if any, to Professional Staff not later than 2 pay periods before such materials are required to be returned.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

9.1 General Statement

- a. The Collaborative will reimburse all Professional Staff covered by the Agreement, who have been employed by the Collaborative for at least one year, up to a maximum of \$1000.00 per school year for educational courses taken in an accredited college or university and/or courses, workshops and seminars which award Professional Development Points (PDPs) or Continuing Education Units (CEUs), pending available funds.

- b. In order to gain approval, courses/workshops must, in the judgment of the Executive Director, improve or enhance professional competence in the areas of special education. Courses/workshops shall be consistent with the Strategic Planning Goals of the Collaborative as they may be amended from time to time. Further, the following restrictions apply:
 - [1] Approval of the Executive Director is given prior to registration for the course/workshop.

 - [2] A grade of B [or its equivalent] or better be received for participation in the course/workshop with the following documentation submitted to the Executive Director.
 - [a] A transcript or a document of completion of the course/workshop with CEU's or PDP's granted.
 - [b] Copies of documentation showing payment for the course/workshop.
 - [c] The course/workshop description and a summary of the course/workshop content.
 - [d] Other documentation that the Executive Director may require.

- c. Notification to take college courses/workshops that are directly relevant to special education or related fields as determined by the Executive Director should be submitted by September 15 for first semester courses/workshops, February 15 for second semester courses/workshops, and April 15 for summer courses/workshops. Notification shall be submitted using the professional development leave form. Waiver of these deadlines may be made at the discretion of the Executive Director or the Board.

ARTICLE X - GENERAL

- 10.1 There will be no reprisals of any kind taken against any Professional Staff by reason of his/her membership in the Association or participation in its activities.

- 10.2 If negotiation meetings between the Board and the Association are scheduled during the school day, the representatives of the Association will be relieved from their regular duties without loss of pay as

necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III [Grievance procedure] for an Association Member to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon written notice to the Executive Director be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any Professional Staff whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- 10.3** Professional Staff will be entitled to full rights of citizenship and no religious or political activities of any Professional Staff or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Professional Staff.
- 10.4** The Board will post the executed Agreement on the PAC website. The PSA shall be solely responsible for the cost of any reproduction of the Agreement for its membership.
- 10.5** If any provision of this Agreement or any application of the Agreement to any Professional Staff or group of Professional Staff shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force.
- 10.6** A declaration of intent to retire or voluntary separate from employment in the Pilgrim Area Collaborative at the end of the next school year, shall be submitted to the Executive Director via letter. This letter, indicating the staff member's intent to retire, must be submitted on or before October 1st of the school year before the year of intended retirement of voluntary separation. Staff members will have until the first Friday in January following the conclusion of December break to rescind such letter. This provision allows for the Executive Director to prepare an accurate budget for consideration by the Board.
- 10.7** A person who retires or dies following a period of continued professional service within the Pilgrim Area Collaborative or any of its member communities shall be compensated for unused sick leave based upon the number of continuous years of service immediately preceding termination as follows:
- | | |
|----------------|-------------------------------------|
| After 35 years | 65 percent of the accumulation; |
| After 30 years | 60 percent of the accumulation; |
| After 25 years | 55 percent of the accumulation; |
| After 20 years | 50 percent of the accumulation; and |
| After 15 years | 25 percent of the accumulation. |

Excepting teachers who die, a teacher must have a minimum of one hundred [100] days of accumulated or unused sick leave at the time of retirement in order to be eligible for payment under this section. Payment shall be made at the rate of \$30.00 day for the percentage of the number of days either accumulated or unused. Subject to the requirements of Section 10.6, a written notice of intent to retire shall be irrevocable (unless a catastrophic incident arises) and must be given to the Executive Director on or before October 1st of the school year before the year of intended retirement. Payment will be made upon receipt by the Board of verification of retirement under the Massachusetts Teachers Retirement System or other appropriate retirement plan.

In the event of his/her death only, a teacher who had not accumulated enough years of service to have received payment under the above schedule may be compensated for unused sick leave based upon the number of continuous years of service immediately preceding his/her death as follows:

After 5 years – 10 Percent of Accumulation
After 10 years – 15 Percent of Accumulation

As in the case of retirements, provided that said deceased employee came to work for the Collaborative after having previously worked for a member-community school district, it is understood that the years of service for those member-communities will be included.

In considering years of service for member-communities in computing one's "total years of service" under the sick leave buy-back, it is understood that the employee need not necessarily have come to work for the Collaborative directly from his/her employment in a member-community.

- 10.8** Whenever a new Professional Staff is hired after the school year has commenced the Executive Director shall inform the PAC-PSA president within fifteen (15) calendar days of the hiring of said employee.

ARTICLE XI - REDUCTION IN FORCE
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- 11.1** If the Board determines that a reduction in force is necessary due to either a decrease in total enrollment or a decrease in enrollment in a specific program area, the following rules will be used in the process of laying off Professional Staff covered by this Agreement.

- a. In the event that a lay-off becomes necessary, the Board and/or the Executive Director in making such decisions shall consider the certifications, qualifications, experience and evaluations of the staff members which may be affected, as well as over-all needs of the Collaborative and its programs. When in the judgment of the Board such considerations are equal, then the seniority of the individuals involved shall be the determining factor.
- b. Seniority means a Professional Staff's length of service in years, months, and days in the Pilgrim Area Collaborative provided that the seniority of present Professional Staff as of the effective date of this Agreement shall consist of their length of service as defined above from their initial date of employment [not hiring] by the Board. Seniority will be severed upon termination or resignation, and if such person were to be reemployed by the Collaborative such person would be reemployed with no seniority. Seniority will not be severed during an approved unpaid leave of absence, although seniority will not increase during such leave. Seniority will continue to increase during the period of time an employee is on leave due to an injury covered by Workers Compensation. Part time employment shall be prorated. If seniority is identical, then seniority shall be determined by drawing of lots between such Professional Staff.
- c. A seniority list shall be published by the Pilgrim Area Collaborative and submitted to the Association for corrections [with documents to support same] no later than January of the

current school year. The seniority list shall provide the Professional Staff member's start date and will note any gaps in service.

ARTICLE XII - USE OF PILGRIM AREA COLLABORATIVE FACILITIES

- 12.1** The Association will have the right to use Collaborative classroom space or other Collaborative rented space without cost at reasonable times for meetings, providing however, that prior written approval of the respective building principal is submitted to the Executive Director. The Executive Director will be notified in advance of the time and place of all such meetings. The Executive Director will determine which space will be available for use in the Pilgrim Area Collaborative Administration Building.

ARTICLE XIII - PAYROLL DEDUCTIONS

- 13** During the months of October through March, but not to exceed the span of time for thirteen (13) payroll periods, the Board agrees to deduct from the salaries of its Professional Staff dues or agency fees for the Association as said Professional Staff individually and voluntarily authorized the Board to deduct, using the payroll deduction form shown in Appendix D, and to transmit the monies promptly to the Treasurer of the Pilgrim Area Collaborative Professional Staff Association. By September 30th of each school year, or within one month following an Association member's date of hire, the Association shall provide to the PAC business office a list of all Association members, as well as a copy of the Association's Membership Application/Dues Deduction form, or whichever applicable form the Association shall use, for all new Association members.

Once the initial payroll deduction form has been submitted, deductions will continue from year to year. If a Professional Staff wants to halt deductions said Professional Staff must submit a written request to both the Association and the PAC business office to opt out of future payroll deductions for this purpose.

ARTICLE XIV - PROFESSIONAL EVALUATION

- 14.1** All monitoring or observation of the work performance of a Professional Staff will be conducted openly and with full knowledge of the Professional Staff. Within a reasonable length of time, the Professional Staff will be given a copy of any evaluation report prepared by their superiors and shall have the right to discuss such report with their superiors.
- 14.2** For the purpose of evaluation, superiors are defined as members of the administrative staff to include the Executive Director or any of his/her designees.
- 14.3** Professionals have the right, upon written request, to review the contents of their Personnel File. A Professional Staff will be entitled to have a representative of the Association accompany him during such review. The Professional Staff shall have the right to request and receive copies of any material in his/her personnel File pertaining to his services in the Pilgrim Area Collaborative.

- 14.4** No material derogatory to a Professional Staff's conduct, services, character or personality will be placed in his/her Personnel file unless the Professional Staff has had the opportunity to review the material. The Professional Staff will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The Professional Staff will have the right to submit written statements to such material and his/her answer shall be reviewed by the Executive Director and attached to the file copy.
- 14.5** The Association recognizes the authority and responsibility of the Executive Director for disciplining or reprimanding a Professional Staff for delinquency of professional performance. Professional Staff who are properly certified as teachers, in accordance MGL Chapter 71, or in the case of physical therapists, occupational therapists, nurses, school adjustment counselors, school psychologists, and speech language pathologists, who are properly licensed under MGL c.112 and who have been employed by the Collaborative for three or more consecutive school years while properly certified and/or properly licensed as the case may be, may not be dismissed, non-renewed or suspended without just cause. All other Professional Staff shall be employees at will.
- 14.6** Any complaint in writing regarding a Professional Staff made to a member of the administration by a parent, student or other personnel will be promptly called to the attention of the Professional Staff.
- 14.7** The evaluation tool accepted by the Board and the Professional Staff Association will be used to provide the basis for staff evaluation. Evaluation will be done through one announced observation followed by a second unannounced observation by the executive director or her designee. If there are areas of weakness or concern noted at either observation, these will be shared with a staff member in writing with a plan to rectify such difficulties. Final evaluation will be based upon the success of the staff member in meeting the agreed-upon plan.

ARTICLE XV - PROTOCOL

- 15.1** The Association will not authorize, cause, instigate, sanction, condone, or take part in any work stoppage or delay, strike, walkout, or any concerted refusal to perform normal work duties, or interfere with any functions of the Pilgrim Area Collaborative.

ARTICLE XVI - TERM OF AGREEMENT
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The term of this Agreement shall begin on July 1, 2019, and shall be binding upon the parties hereto and shall remain in full force and effect for a period of three (3) years thereafter.

PILGRIM AREA COLLABORATIVE – PROFESSIONAL STAFF ASSOCIATION
JULY 1, 2019 – JUNE 30, 2022

IN WITNESS WHEREOF,
The Pilgrim Area Collaborative
and the Pilgrim Area Collaborative Professional Staff Association,
Local 6210, American Federation of Teachers Massachusetts (AFT MA),
each by its duly authorized officers,
have executed this Agreement this _____,
but effective for all purposes as of July 1, 2019.

**PILGRIM AREA COLLABORATIVE
BOARD OF DIRECTORS**

By: Kendra Stetson-Campbell
Kendra Stetson-Campbell, Chairperson

**PILGRIM AREA COLLABORATIVE
PROFESSIONAL STAFF ASSOCIATION**

By: Julie Hommel
Julie Hommel, President

APPENDIX A

PILGRIM AREA COLLABORATIVE
PEMBROKE, MASS.

20-- - 20--
Professional Staff Contract

NAME

ADDRESS

The Board of Directors of the Pilgrim Area Collaborative,
hereby agrees to employ for a term of 184 work days,

_____ [to whom the term Professional Staff hereinafter refers],
who hereby agrees to serve under the direction of the Executive Director as a

_____ in the Pilgrim Area Collaborative,

beginning _____, and ending _____, subject to the conditions stated below.

In accordance with the provisions of the prevailing Salary Schedule included in the Agreement between the Board of Directors and the Professional Staff Organization of the Pilgrim Area Collaborative, the Board has voted and hereby agrees to pay the above named Professional Staff, and the above named Professional Staff hereby agrees to accept, for services during the above stated period, and Annual Salary of \$ _____/Step _____ as elected by the Professional Staff as follows:

Beginning _____, and subject to the deductions required by law or which the Professional Staff may in writing authorize, all pay will be terminated at the time services are terminated, and all unpaid, earned salary will be paid upon termination in accordance with the Board of Directors' policy.

The parties to the Agreement acknowledge and agree that certain of the Professional Staff employees covered by the Agreement may from time to time provide any of the PAC-related services. Further, the parties to the Agreement acknowledge and agree that performance of such PAC-related services by Professional Staff shall be considered services performed under the Agreement.

This contract shall be renewed annually by operation of law during the period of said Professional Staff employment by the Board of Directors unless:

1. the Professional staff Member is in his/her first, second or third year of employment and has been notified in writing, prior to June 15th in one school year, that the contract will not be renewed for the following school year; or
2. the Professional Staff Member, irrespective of years of service, is not properly certified as a teacher under MGL c.71, or in the case of physical therapists, occupational therapists, nurses, school adjustment counselors, school psychologists, and speech language pathologists, who are not properly licensed under MGL c112, and has been notified in writing prior to June 15th in one school year that the contract will not be renewed for the following school year; or

3. there exists just cause for non-renewal.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for just cause. The Professional Staff may resign for good reason by submitting at least thirty [30] days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action for just cause, the Professional Staff will accept employment with no other Collaborative or School Board in Massachusetts; provided that in the event of no salary agreement for the ensuing year has been signed by August first, limitations on the Professional Staff's resigning shall not be binding until such an agreement has been signed.

This contract is subject to the Statutes of the Commonwealth of Massachusetts, the Rules and Regulations of the Board of Directors, and the Master Agreement between the Board of Directors and the Professional Staff Organization of the Pilgrim Area Collaborative.

Kendra Stetson-Campbell, Chairperson
Pilgrim Area Collaborative Board of Directors

Date

Dympna Thomas, Ph.D., Executive Director
Pilgrim Area Collaborative

Date

Staff Member

Date

NOTE:

This contract is executed in duplicate. One signed copy is to be returned to the Executive Director on or before _____ . Otherwise, the contract is invalid.

APPENDIX B
PROFESSIONAL STAFF EVALUATION TOOL

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 the Board of the Directors 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) The parties agree that an effective evaluation process requires meaningful, ongoing, two way communication. To facilitate this process, the parties agree that each educator shall have a Record of Evaluation maintained as part of his/her personnel file. All evaluation documents shall remain confidential as personnel records of each member of the bargaining unit.

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.

- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, occupational therapists, physical therapists, adjustment counselors, school psychologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK- age 22 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers, and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- F) **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 with less than three years’ experience at the PAC working under a professional license; or, at the discretion of an Evaluator, for an Educator with three or more years’ experience at the PAC.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with three or more years’ experience at the PAC 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 for Educators with three or more years’ experience at the PAC who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with three or more years’ experience at the PAC who are rated unsatisfactory with goals specific to

improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

- G) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) **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”).
- I) **Evaluator:** Any person designated by the executive director who has responsibility for evaluation. The executive director is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation and must be licensed as a DESE Administrator and in the employment of the PAC.
 - ii) **Contributing Evaluator** must be an employee of the PAC and mutually agreed upon by both the Educator and the Primary Evaluator. A Contributing Evaluator may be an individual within the bargaining unit.

A Contributing Evaluator may be assigned at the request of the Primary Evaluator or the Educator and shall play a support role in the evaluation process. A Contributing Evaluator may conduct classroom observations (these observations, if any, do not replace the minimum observation requirements contained herein), and provide feedback and support to the Educator regarding content area, subject matter, or specialty. A Contributing Evaluator, however, may not draft or complete Formative or Summative Evaluation reports.
 - iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan (methodology/action plan)

development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

- K) **Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- L) **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.
- M) **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.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who share responsibility for student learning.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice, including student work; for SISP providers, observations are relative to practice. An observation shall occur in person. Video observations will be done openly and with knowledge of the Educator. The parties agree that video observation or use of video as evidence may be beneficial to the evaluation process. Videos used as part of an announced or unannounced observation will be reviewed by both the Educator and the Evaluator at the time of the feedback meeting. Videos submitted by the Educator as evidence shall not require a meeting. For confidentiality

purposes all videos will be deleted subsequent to the viewing by both the Educator and the Evaluator. A record of video evidence may be logged in the Educators evidence binder. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator.

R) **Parties:** The parties to this agreement are the Pilgrim Area Collaborative Board of Directors and the Pilgrim Area Collaborative Professional Staff Association, Local 6210, AFT-MA, AFT, AFL-CIO.

S) **Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient.

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

Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

T) **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.

U) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- V) **Record of Evaluation:** Documented collection of evidence pertaining to the Educator’s performance during the evaluation cycle consisting of three parts:
- i) All forms and documents used or contained in the evaluation process;
 - ii) Evaluator-supplied evidence; and
 - iii) Educator-supplied evidence
- W) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- X) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.

Y) **Executive Director:** The person employed by the Board of Directors of PAC pursuant to M.G.L. c. 40, § 4E. The Executive Director is responsible for the implementation of 603 CMR 35.00.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement set by the PAC. The measures set by the PAC should be based on the Educator’s role and responsibility.

- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of any duration. A standard observation shall typically be a minimum of ten minutes. However, there may be instances where an artifact may be collected from an observation in less than ten minutes.
 - ii) Announced observation(s) of practice of any 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 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 Family Feedback (only to be used by the Educator in the Goal setting/self-assessment process).
- 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 Executive Director.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) For all new staff, the PAC shall arrange training that outlines the components of this evaluation process and provides an explanation of the evaluation cycle. The PAC, through the Executive Director, shall determine the type and quality of training. In making this determination, the Executive Director may, but shall not be required, to consider any input from the Association, on the training prior to its implementation.
- B) Any Educator hired after the start of the school year, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The PAC through the Executive Director shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) For those Educators that are hired and begin after November 1st, they will begin their evaluation process during the next school year. The parties by mutual agreement may agree to implement an active educator plan during their first year at PAC.

6) **Evaluation Cycle: Annual Orientation**

The Executive Director or his/her designee shall conduct a meeting for newly hired Educators and Evaluators focused substantially on educator evaluation. Any significant changes mandated by DESE or within this agreement will be addressed at a staff meeting. Professional staff may seek guidance regarding the evaluation process from their supervisor at any time. The Executive Director or his/her designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) **Evaluation Cycle: PAC Evaluation Plan Development**

The Evaluation Cycle consists of (A) Self-Assessment, (B) SMART Goals, (C) Methodology/Action Plan.

It is understood that each aspect of the Evaluation Cycle represented here is succinctly summarized on the *PAC Evaluation Plan*. This plan is to be used to complete the Self-Assessment; the Goals; and the setting of the Educator Plan as described below.

Educators are encouraged to begin to develop the new cycle of the educator evaluation process at the end of the previous evaluation cycle, and may request to meet with the Evaluator prior to and submit the Evaluation Plan by October 1. Educators shall not be expected to meet during the summer hiatus.

The Educator must complete and submit the PAC Evaluation Plan to the Primary Evaluator by October 15 of the current year.

The Evaluator approves and delivers the Evaluation Plan by October 30. The Educator shall sign the Evaluation Plan within 5 school days of its receipt. The signature does not indicate agreement or disagreement with its contents. The Educator may include a written response to the Evaluation

Plan using the Educator Response Form. Upon receipt of an Educator Response Form, the Evaluator will work with the Educator to revise the Evaluation Plan. The Evaluator retains final authority over the content of the Educator's Plan.

For Educators in their first year of practice at PAC who start after the first day of the school year, the Evaluator or his/her designee will meet with each Educator within 3 weeks of their start date. The PAC Evaluation Plan will be due within 6 weeks of their start date, and a meeting will be held with the Evaluator to finalize the plan within 8 weeks of the Educator's start date.

A) Completing the Self-Assessment

The self-assessment includes:

- i) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- ii) An assessment of professional practice against each of the four Performance Standards of effective practice using the district's rubric.

B) S.M.A.R.T. Goals

S.M.A.R.T. Goals include:

- i) At least one goal directly related to improving student learning.
- ii) At least one goal directly related to improving the Educator's own professional practice.

To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.

Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in the paragraph below. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. Evaluators may participate in such meetings.

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

For Educators with three or more years' experience in the PAC and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals. They shall also meet individually with their Primary Evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s) identified for improvement.

C) Methodology/Action Plan

The PAC Evaluation Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

8) **Evaluation Cycle: Observation of Practice and Examination of Artifacts**

A) All Educators in the PAC will have at least one announced and two unannounced observations during their evaluation cycle. A tentative date for the announced observation will be set at the Educator Plan meeting.

B) 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 two unannounced observations.

9) **Observations**

The Evaluator's first observation of the Educator should take place by December 15. Observations required by the Educator Plan should be completed by May 20th. The Evaluator may conduct additional observations after this date for Educators on a two year plan during the first year of their cycle. It is understood the observations for Educators on a two year plan will be spread out over the two years.

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 visitations according to 3B(i).
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) The Evaluator shall select the date and time of the lesson, activity, or clinical practice (nurses, therapists, counselors) to be observed and discuss with the Educator any specific goal(s) for the observation. 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.
- ii) Within 5 school days of the observation, the Evaluator and Educator may meet at a mutually agreeable time for a post-observation conference.
- iii) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. In the case of an observation that raises questions or concerns, the evaluator will request an in-person conference with the educator. Following this request, the Educator and the Evaluator shall meet within two days at a mutually agreeable time. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Address the specific standard(s) and/or indicator(s) in question.
 - (2nd) Address the supporting evidence for the Evaluator's concerns.
 - (3rd) Address suggested actions for correcting the problem(s).
 - (4th) Address the supports and resources available to the Educator.

- (5th) State that the Educator is responsible for addressing the need for improvement.
- (6th) Establish clear timelines for completion on the part of both parties.

10) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See Timelines for applicable dates.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals as will be determined by DESE and the parties. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

Every Educator will be allowed and encouraged to compile and present any evidence or information to their Primary Evaluator that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may use the Educator Response Form to submit comments and/or additional information he/she believes is relevant. This document will become part of the Record of Evaluation.

The Educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator's Record of Evaluation. The Primary Evaluator shall acknowledge receipt of said contents.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and deliver a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report using the Educator Response Form.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents. The Formative Assessment report, and any Educator Response Form, will be placed in the Educator's personnel file.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. See Timeline for applicable dates. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals as will be determined by DESE and the parties. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

Every Educator will be allowed and encouraged to compile and present any evidence or information to their Primary Evaluator that relates to his/her performance against the standards and/or progress toward plan goals.

The Educator may use the Educator Response Form to submit comments and/or additional information he/she believes is relevant. This document will become part of the Record of Evaluation.

The Educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator's Record of Evaluation. The Primary Evaluator shall acknowledge receipt of said contents.

- D) The Evaluator shall complete the Formative Evaluation report and deliver a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report using the Educator Response Form.
- G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents. The Formative Evaluation report, and any Educator Response Form, will be placed in the Educator's personnel file.
- H) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

12) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one year Educator Plan, the summative report must be written and delivered to the educator seven days prior to the last day of school. For Educators on a two year Educator Plan, the summative report must be written and delivered to the educator by May 15th.

- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator’s professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low (see Section 8B), the evaluator’s supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator’s rating.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth or MCAS-Alt scores shall not be the sole basis for a summative evaluation rating.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) No less than two weeks before the due date for the Summative Evaluation report, or as mutually agreed upon by the parties, 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 as determined by DESE and the parties. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.

Every Educator will be allowed and encouraged to compile and present any evidence or information to their Primary Evaluator that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may use the Educator Response Form to submit comments and/or additional information he/she believes is relevant. This document will become part of the Record of Evaluation.

The Educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator’s Record of Evaluation. The Primary Evaluator shall acknowledge receipt of said contents by initialing the Educators log in the Evidence Binder.

- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- H) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the last day of school if on a One Year Plan and by seven days prior to the last day of school if on a Two-year plan.
 - I) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by the last day of school.
 - J) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - K) The Educator shall sign and return the final Summative Evaluation report by the last day of school. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
 - L) The Educator shall have the right to respond in writing to the summative evaluation using the Educator Response Form which shall become part of the final Summative Evaluation report.
 - M) A copy of the signed final Summative Evaluation report, and any Educator Response form, shall be filed in the Educator’s personnel file, and will be delivered to the Educator.
 - N) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator will meet with the Evaluator and the Executive Director to discuss the disagreement. The Educator may bring union representation to this meeting.
- 13) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the PAC. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

14) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators with less than three years’ experience at the PAC, and, at the discretion of the Evaluator, Educators with three or more years’ experience at the PAC in new assignments.
- B) The Educator shall be evaluated at least annually.

15) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with three or more years’ experience at the PAC who have an overall rating of proficient or exemplary, and whose impact on student learning (see Section 8B) 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 three or more years’ experience at the PAC who have an overall rating of proficient or exemplary, and whose impact on student learning (see Section 8B) is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

16) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with three or more years' experience at the PAC whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 20th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

17) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with three or more years' experience at PAC whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- E) The Improvement Plan process shall include:

- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan, and will consider any input of the Educator. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator. The Evaluator retains the final authority over the content of the plan.
 - ii) The Educator may request that a representative of the PAC PSA attend the meeting(s).
 - iii) If the Educator consents, the PAC PSA will be informed that an Educator has been placed on an Improvement Plan.
- F) The Improvement Plan shall:
- i) Define the improvement goals using SMART Goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the specific recommendations the Educator must complete as a means of improving performance;
 - iii) Describe the support and assistance that the PAC will make available to the Educator;
 - iv) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - v) Identify the individuals assigned to assist the Educator, which must include minimally the Primary Evaluator and Contributing Evaluator(s), if any;
 - vi) Include the signatures of the Educator and Primary Evaluator.
- G) A copy of the signed Plan shall be provided to the Educator within five school days of completion of the Improvement Plan. The Educator must sign and return the Improvement Plan within five school days of receipt. The Educator's signature indicates that the Educator received the Improvement Plan. When returning the Improvement Plan, the Educator may indicate any disagreement with the Improvement Plan using the Educator Response Form.

- H) Decision on the Educator’s status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of four decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.

18) **Timelines**

A) Educators on 1 Year Plan

Activity:	Completed By:
Current Educator submits to Evaluator the PAC Evaluation Plan.	October 1
Evaluator meets with Educators to assist in completion of the PAC Evaluation Plan.	October 15 (or within 6 wks. of start date if applicable*)
Final PAC Evaluation Plan approval. (Evaluation Plan may be established at Summative Evaluation Report meeting in prior school year.)	October 30 (or within 8 wks. of start date if applicable*)

PILGRIM AREA COLLABORATIVE – PROFESSIONAL STAFF ASSOCIATION
 JULY 1, 2019 – JUNE 30, 2022

Evaluator should complete first observation of each Educator	December 15
Educator should submit any applicable evidence of progress towards standards and goals	January 15
Evaluator should complete mid-cycle Formative Assessment Reports	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator. Meeting will occur if an Evaluator anticipates a negative change in the Educator’s rating.	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	The Friday following April school vacation
Evaluator completes and disseminates Summative Evaluation Report	Seven days prior to the last day of school
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	By the last day of school
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	By the last day of school
Educator signs and returns Summative Evaluation Report and provides any written response	By the last day of school

*applies to educators in their first year of practice at PAC whose start date may be after the start of the school year

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B) Educators on Two Year Plans

Activity:	Completed By:
In year 1 of their evaluation cycle, Educator submits to Evaluator the PAC Evaluation Plan.	October 1
In year 1 of their evaluation cycle, Evaluator meets with Educators to review Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
In year 1 of their evaluation cycle, final PAC Evaluation Plan approval.	October 30
Evaluator completes 1 announced and at least 2 unannounced observation(s)	Any time during the 2-year evaluation cycle, but must be spread over the 2 years
Educator should submit any applicable evidence of progress towards standards and goals	May 15 of Year 1
Evaluator completes and delivers Formative Evaluation Report to Educator	June 1 of Year 1
Formative Evaluation signed and Formative Evaluation Meeting held, if any. Meeting will occur if an Evaluator anticipates a negative change in the Educator's rating.	June 10 of Year 1
Educator should submit any applicable evidence of progress towards standards and goals	The Friday following April school vacation
Evaluator completes Summative Evaluation Report	
Evaluator conducts Summative Evaluation Meeting, if any. Meeting will occur if the rating is changed to Needs Improvement or Unsatisfactory.	Seven days prior to the last day of school
Evaluator and Educator sign and return Summative Evaluation Report, and provides any written response	By the last day of school

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

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

D) Any time a deadline falls on a scheduled or unscheduled day off from school, the deadline will fall on the next immediate school day.

19) General Provisions

A) Violations of this article are subject to the grievance and arbitration procedures.

APPENDIX – C

Pilgrim Area Collaborative - Professional Staff

SALARY SCHEDULE 2019-2020

2% Increase

	BACHELORS	BACHELORS	MASTERS	MASTERS	MASTERS	CAGS
STEP		+15		+15	+30	
1	\$ 46,197	\$ 47,859	\$ 49,530	\$ 51,191	\$ 52,850	\$ 54,516
2	\$ 48,591	\$ 50,336	\$ 52,084	\$ 53,834	\$ 55,584	\$ 57,330
3	\$ 51,014	\$ 52,811	\$ 54,650	\$ 56,486	\$ 58,324	\$ 60,160
4	\$ 53,370	\$ 55,290	\$ 57,209	\$ 59,192	\$ 61,051	\$ 62,971
5	\$ 55,757	\$ 57,764	\$ 59,775	\$ 61,780	\$ 63,792	\$ 65,799
6	\$ 58,146	\$ 60,241	\$ 62,337	\$ 64,423	\$ 66,518	\$ 68,611
7	\$ 60,537	\$ 62,735	\$ 64,901	\$ 67,076	\$ 69,259	\$ 71,437
8	\$ 62,928	\$ 65,194	\$ 67,457	\$ 69,724	\$ 71,987	\$ 74,252
9	\$ 65,319	\$ 67,668	\$ 70,021	\$ 72,371	\$ 74,727	\$ 77,080
10	\$ 67,709	\$ 70,137	\$ 72,583	\$ 75,020	\$ 77,459	\$ 79,895
11	\$ 70,092	\$ 72,622	\$ 75,149	\$ 77,669	\$ 80,195	\$ 82,719
12	\$ 72,564	\$ 75,150	\$ 77,797	\$ 80,411	\$ 83,023	\$ 85,644
12L=1%	\$ 73,290	\$ 75,902	\$ 78,575	\$ 81,215	\$ 83,853	\$ 86,500

STEP 12L IS A LONGEVITY STEP - ACHIEVED AFTER 12 YEARS OF SERVICE AT PAC

CAGS, as used above, shall mean “Certificate of Advanced Graduate Studies” degree from an accredited institution of higher education.

As agreed to in Section 4.2(b), effective July 1, 2019, any person who holds or thereafter attains a Doctoral degree, in field related to his or her job duties at the Pilgrim Area Collaborative, from an accredited institution of higher education shall receive a one-time addition of \$2,000 to his or her base salary.

APPENDIX – C

Pilgrim Area Collaborative - Professional Staff

SALARY SCHEDULE 2020 - 2021

2% Increase

	BACHELORS	BACHELORS	MASTERS	MASTERS	MASTERS	CAGS
STEP		+15		+15	+30	
1	\$ 47,121	\$ 48,816	\$ 50,521	\$ 52,215	\$ 53,907	\$ 55,606
2	\$ 49,563	\$ 51,343	\$ 53,126	\$ 54,911	\$ 56,696	\$ 58,477
3	\$ 52,034	\$ 53,867	\$ 55,743	\$ 57,616	\$ 59,490	\$ 61,363
4	\$ 54,437	\$ 56,396	\$ 58,353	\$ 60,376	\$ 62,272	\$ 64,230
5	\$ 56,872	\$ 58,919	\$ 60,971	\$ 63,016	\$ 65,068	\$ 67,115
6	\$ 59,309	\$ 61,446	\$ 63,584	\$ 65,711	\$ 67,848	\$ 69,983
7	\$ 61,748	\$ 63,990	\$ 66,199	\$ 68,418	\$ 70,644	\$ 72,866
8	\$ 64,187	\$ 66,498	\$ 68,806	\$ 71,118	\$ 73,427	\$ 75,737
9	\$ 66,625	\$ 69,021	\$ 71,421	\$ 73,818	\$ 76,222	\$ 78,622
10	\$ 69,063	\$ 71,540	\$ 74,035	\$ 76,520	\$ 79,008	\$ 81,493
11	\$ 71,494	\$ 74,074	\$ 76,652	\$ 79,222	\$ 81,799	\$ 84,373
12	\$ 74,015	\$ 76,653	\$ 79,353	\$ 82,019	\$ 84,683	\$ 87,357
12L=1%	\$ 74,755	\$ 77,420	\$ 80,147	\$ 82,839	\$ 85,530	\$ 88,231

STEP 12L IS A LONGEVITY STEP - ACHIEVED AFTER 12 YEARS OF SERVICE AT PAC

CAGS, as used above, shall mean “Certificate of Advanced Graduate Studies” degree from an accredited institution of higher education.

As agreed to in Section 4.2(b), effective July 1, 2019, any person who holds or thereafter attains a Doctoral degree, in field related to his or her job duties at the Pilgrim Area Collaborative, from an accredited institution of higher education shall receive a one-time addition of \$2,000 to his or her base salary.

APPENDIX – C

Pilgrim Area Collaborative - Professional Staff

SALARY SCHEDULE 2021 - 2022

2% Increase

	BACHELORS	BACHELORS	MASTERS	MASTERS	MASTERS	CAGS
STEP		+15		+15	+30	
1	\$ 48,063	\$ 49,792	\$ 51,531	\$ 53,259	\$ 54,985	\$ 56,718
2	\$ 50,554	\$ 52,370	\$ 54,189	\$ 56,009	\$ 57,830	\$ 59,647
3	\$ 53,075	\$ 54,944	\$ 56,858	\$ 58,768	\$ 60,680	\$ 62,590
4	\$ 55,526	\$ 57,524	\$ 59,520	\$ 61,584	\$ 63,517	\$ 65,515
5	\$ 58,009	\$ 60,097	\$ 62,190	\$ 64,276	\$ 66,369	\$ 68,457
6	\$ 60,495	\$ 62,675	\$ 64,856	\$ 67,025	\$ 69,205	\$ 71,383
7	\$ 62,983	\$ 65,270	\$ 67,523	\$ 69,786	\$ 72,057	\$ 74,323
8	\$ 65,471	\$ 67,828	\$ 70,182	\$ 72,540	\$ 74,896	\$ 77,252
9	\$ 67,958	\$ 70,401	\$ 72,849	\$ 75,294	\$ 77,746	\$ 80,194
10	\$ 70,444	\$ 72,971	\$ 75,516	\$ 78,050	\$ 80,588	\$ 83,123
11	\$ 72,924	\$ 75,555	\$ 78,185	\$ 80,806	\$ 83,435	\$ 86,060
12	\$ 75,495	\$ 78,186	\$ 80,940	\$ 83,659	\$ 86,377	\$ 89,104
12L=1%	\$ 76,250	\$ 78,968	\$ 81,749	\$ 84,496	\$ 87,241	\$ 89,995

STEP 12L IS A LONGEVITY STEP - ACHIEVED AFTER 12 YEARS OF SERVICE AT PAC

CAGS, as used above, shall mean “Certificate of Advanced Graduate Studies” degree from an accredited institution of higher education.

As agreed to in Section 4.2(b), effective July 1, 2019, any person who holds or thereafter attains a Doctoral degree, in field related to his or her job duties at the Pilgrim Area Collaborative, from an accredited institution of higher education shall receive a one-time addition of \$2,000 to his or her base salary.

APPENDIX D

Stipend Positions

Head Nurse	\$ 1,000.00 annually
Pilgrim Academy MCAS Coordinator	\$600 annually
Mentor	\$600 annually