GREENFIELD PUBLIC SCHOOLS

AGREEMENT

between

THE GREENFIELD SCHOOL COMMITTEE

and

THE GREENFIELD EDUCATION ASSOCIATION

JULY 1, 2015 – JUNE 30, 2016

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PREAMBLE

Sharing the common aim of high quality education for the young people of Greenfield, the GREENFIELD SCHOOL COMMITTEE and the GREENFIELD EDUCATION ASSOCIATION, by the consummation of this AGREEMENT, hope to accomplish the following: to recognize the lawful authority of the Committee and to define its responsibilities as a public trust; to recognize the rights of teachers relating to compensation and the conditions under which they perform their duties, and to define their responsibilities as a professional calling; and, to continue developing conditions in the school system that promote harmonious relations, mutual understanding and the free exchange of ideas, all with the purpose of improving education in the GREENFIELD PUBLIC SCHOOLS.

Notwithstanding the above, this PREAMBLE is an introduction to the Contract, and shall not be subject to grievance as provided in ARTICLE III, herein.

This AGREEMENT is made and entered into **on this day of February 25th, 2016**, by and between the GREENFIELD SCHOOL COMMITTEE, (hereinafter referred to as "the Committee"), and the GREENFIELD EDUCATION ASSOCIATION, (hereinafter referred to as "the Association).

ARTICLE I
RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of all professional employees as defined by M.G.L. Chapter 150E, Section 1 including, but not limited to, full-time and part-time classroom teachers, remedial teachers, teachers of special classes, consultant teachers, nurses, physical education teachers, adaptive physical education teachers, psychologists, diagnostic technicians, social workers, speech therapists, counselors, department chairmen, house coordinators, special subject coordinators, librarians, coaches, intramural staff, and extra-curricular staff employed by the Greenfield Public Schools, as per the following definitions, and excluding all full-time administrative positions. Unless otherwise indicated, employees will hereinafter be referred to as "teachers." For the purpose of this Agreement, the following terms are defined:

1. WORK LOAD:

The work load shall be defined in terms of the number and differences in assignments, the numbers of students seen per operating cycle, and the amount of outside preparation required by the individual employee.

2. TEACHING ASSIGNMENT:

The teaching assignment shall consist of any assignments to instruct particular classes and subjects. All other assignments shall be considered non-teaching.

3. NON-TEACHING ASSIGNMENT:

A non-teaching assignment shall consist of any assignment, during the professional day, whose primary purpose is other than student instruction, as defined in paragraph four (4) above, but may include individual or small group tutoring and independent study responsibility.

4. JOB DESCRIPTIONS:

The Superintendent will, within thirty (30) days of the execution of this Agreement, develop job descriptions for all new job titles and submit a draft to the GEA for feedback. The Superintendent will develop position descriptions for all new job titles which are to be included in the GEA agreement and submit a draft to the GEA for feedback by the end of the school year for existing positions and new positions as they are created. These position descriptions will contain duties, qualifications, licensure requirements, who the position reports to and the evaluator of the position. If no evaluator is specified, the default shall be the building principal.

ARTICLE II
NEGOTIATION PROCEDURE

A. Prior to October 1st of the calendar year preceding the calendar year in which this agreement expires, either Party may give written notice to the other, that it desires to alter or modify this Agreement and upon receipt of such written notice, the Parties agree to meet and confer for the purpose of negotiating a successor agreement, which will include wages, hours, and all other conditions of employment.

Within seven (7) calendar days of said notice, a joint meeting will be scheduled for the purpose of revision of the guidelines under which negotiations will take place. Guidelines will be in writing and signed and executed by the designated negotiating chairperson of both Parties. The first meeting shall be held in a mutually agreed place, at a mutually acceptable date, but not later than October 7th.

B. Designated representatives of the Committee and the Association shall meet at agreed upon places and times for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals, in an effort to reach mutual understanding and agreement. Both Parties agree to conduct such negotiations in good faith. Either Party may change designated representatives during the term of negotiations provided the majority of originally designated representatives remain.

C. During the term of this Agreement, negotiations may be opened by mutual consent to cover problems that may arise under the Agreement or are not covered by the Agreement. If an agreement is reached, an amendment to this Agreement will be entered and will be binding for the balance of the term of the Agreement.

D. Either Party may, if it so desires, utilize the services of non-party consultants to assist in the negotiations. If, however, either Party wishes to utilize the services of a non-party

person to conduct the negotiations, fourteen (14) days notice must be given, in writing, to the other Party.

E. Before the School Committee adopts a change in policy which affects wages, hours, or other conditions of employment which are not covered by the terms of this Agreement and which have not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such change with the Committee or its designee, provided that it files such a request with the Committee within ten (10) calendar days after receipt of said notice, and further providing that the Committee agrees it will bargain over the effects of such proposed changes on areas involving mandatory subjects of bargaining.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is defined as a complaint by any teacher, group of teachers, or the Association, that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

B. General Provisions

1. The Association shall have the right to be present and to participate in the processing of any grievance, at any level, and to use representatives of its own choosing.

2. The time limits specified mean calendar days, exclusive of vacations, and are to be considered as maxima, with every effort made to expedite the process. The time limits specified may, however, be extended by written mutual consent.

3. No reprisals of any kind will be taken against any Party by reason of participation in a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Responses at all levels of the grievance procedure shall indicate, clearly, the rationale for the decision and shall be communicated in writing to the grievant(s), the President of the Association, and the Chairperson of the Committee.

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable and prompt solutions to problems which may arise under this Agreement. The Committee and the Association desire that such procedure shall remain as informal and as confidential as may be appropriate, and nothing in this Agreement shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, provided the adjustment of the grievance is not inconsistent

with the terms of the Agreement, and nothing in this Agreement shall be construed as limiting the Association from bringing matters before the Committee in a manner other than as a grievance.

D. Informal Procedure

Any teacher having a complaint sufficient to state a grievance shall, prior to filing it under the formal procedure, discuss the matter informally with his/her immediate supervisor in an attempt to adjust it. Such discussion must be held no more than twenty-eight (28) calendar days from the time the teacher knew or should have known of the act or condition on which the grievance is based. Said teacher may request the Association be present and state its views. A reasonable attempt by all Parties must be made to secure a solution via the informal procedure. A class grievance may not be initiated beyond Level Two of the Grievance Procedure.

E. Formal Procedure

1. LEVEL ONE: The teachers(s), or the Association, shall present the grievance to the principal or immediate supervisor, in writing, within ten (10) calendar days after completion of the informal procedure. The grievance shall indicate the particulars of the complaint, including dates and circumstances where applicable, and the portion(s) of the Contract on which the grievance is based. Once submitted, the content of the grievance may not be changed. The grievance shall be discussed by the aggrieved and the supervisor, who shall answer the grievance within seven (7) calendar days of its receipt.

2. LEVEL TWO: If the grievance has not been resolved to the satisfaction of the grievant(s) and/or the Association, the grievant or the Association may, within fourteen (14) calendar days, submit the grievance, in writing, to the Superintendent. The grievance shall be discussed by the aggrieved and the Superintendent, who shall answer the grievance within fourteen (14) calendar days of its receipt.

3. LEVEL THREE: If the grievance is not resolved to the satisfaction of the grievant(s) and/or the Association, the grievant(s) or the Association may, within seven (7) calendar days, submit the grievance, in writing, to the Committee. Within fourteen (14) calendar days of receipt of the grievance, a majority of the Committee shall meet with the grievant(s) for the purpose of hearing the grievance.

4. LEVEL FOUR: If the grievance is not resolved to the satisfaction of the Association, the Association may, within fourteen (14) calendar days following receipt of the Committee response, submit the grievance to final and binding arbitration. The procedures governing the arbitration process are set forth below:

The parties agree, for the duration of this Agreement, to select an arbitrator from the following panel of arbitrators. The selection of an arbitrator shall be on a rotating basis, following the sequence listed below:

1. Timothy Bornstein

2. John Conlon

3. Paul Dorr

If a member of the panel whose turn it is to serve is not available to hear the case promptly, the member of the panel next in sequence will be contacted and so on until an arbitrator is selected who can hear the case promptly. Once a member of the panel has been selected and arbitrates a problem, that arbitrator will then go to the end of the sequence list and the above process will be repeated for any subsequent problems submitted to arbitration.

(a) The arbitration proceedings will be conducted under the applicable Voluntary Labor Arbitration Rules of the American Arbitration Association. The Arbitrator's decision shall be rendered in writing as soon as possible and shall be binding on both the Committee, the Association, and the grievants, only in those grievances resulting from interpretation or application of any provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement. The cost of the Arbitrator shall be borne equally by the Committee and the Association.

(b) The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. Chapter 150E, Section 8 and M.G.L. Chapter 71 providing educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of their grievance through either the Grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum.

ARTICLE IV
SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and incorporated by reference herein.

Upon employment as a teacher in the Greenfield Public Schools, every teacher shall be placed on the salary schedule at the step appropriate for his/her degree status from an accredited college or university and granted credit for full school years of teacher service in one or more school systems following receipt of a baccalaureate or advanced degree from an accredited college or university.

The Superintendent shall determine, based on reasonable criteria, the amount of credit which may be given for previous outside teaching experience, related experience and professional employment in the subject field.

B. All persons on the Teacher's Salary Schedule will have the option of being paid, in either:

1. Twenty-six (26) equal, bi-weekly installments, or

2. **Twenty-two (22)** equal, bi-weekly installments during the school year.

Failure to elect either of the options above by August 1, will result in the selection being made by the Superintendent or his/her designee, except that, unless the Superintendent specifically requires notice, teachers serving under a continuing contract will be paid according to the option selected from the previous year. Teachers who are under the twenty-six (26) pay installment option may receive their summer checks in a lump sum, provided the Business Office is notified in writing by April 1.

3. For fiscal years that contain an extra payroll period, Unit A members will be notified at least six (6) months in advance of the payroll adjustment week in which no pay will be issued.

C. All persons covered under this Agreement and eligible for Health and Life Insurance will have deductions made unless proper waiver cards, as furnished by the Employer, are executed and filed with the Superintendent of Schools. Every new employee will be notified of this requirement in writing.

Upon signing of appropriate authorization cards, the persons covered under this Agreement may have the following payroll deductions:

1. Tax Sheltered Annuity premiums* and/or 403B contributions.

2. Direct Deposits.

3. Local, State and National Teacher Association Dues.

4. United Way Contributions.

5. Health and Life Insurance - The Committee agrees to continue to provide teachers with the same Health and Life Insurance plan as provided Town employees. The current Town Life Insurance plan provides $10,000.00 coverage. If the Town, by a change in Town by-laws, provides additional coverage for Town employees, or agrees to apply a larger share of the premiums, then such improvements will be granted to teachers at the same time. Health Insurance rates will be:

☐ HMO – 80/20
☐ PPO – 60/40

*Such contracts for Tax Sheltered Annuities must be received in the School Business Office no later than April 1 of any given school year.

D. The Treasurer of the Greenfield Education Association will certify to the Committee or its designee, in writing, the current membership dues of the Greenfield Education Association, Massachusetts Teachers Association, and the National Education Association. In the event of any changes in said dues, the Committee or its designee will be given thirty (30) days written notice prior to the effective date of such change.

E. No later than October 31st of each year, the Association will notify the Committee or its designee of all those teachers seeking payroll deductions for Association dues. The Committee will notify the Association of any changes in said list thereafter.

F. The Association shall indemnify and save the Committee harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association, pursuant to this Article.

G. For those employees who have annual contracts and who experience "No Pay" type days, the amount of reduction for each "No Pay" day will be calculated on the basis of $1/184^{th}$ of such annual contract. For all other purposes of this Agreement the Parties agree that the per diem rate of compensation shall be at the per diem rate of $1/184^{th}$ of the teacher's annual salary.

H. Mid-Year Column Advancement on the Salary Schedule.

Teachers will be given an advancement on the salary schedule upon achieving a Master's degree or thirty (30) credits beyond the Master's when they provide the Superintendent with all official transcripts documenting the completion of all required course work. In order to receive column advancement on the salary schedule, teachers will provide prior written notice to the Superintendent of their intention to apply for column advancement indicating the date and degree or credits they expect to complete. For column advancement effective September 1 or January 1, a letter must be submitted by December 1 of the previous fiscal year. This will allow sufficient time to budget funds necessary to cover the salary increase.

Failure to meet the prior written notice dates will result in the advancement being postponed for six (6) months from the proposed date.

Disability Insurance. Subject to the Town payroll system's ability to accommodate the following, the School Committee will make available a payroll deduction option for a single plan with the employee paying 100% of the premium cost. The GEA will select the plan. The School Committee does not agree to assume any administrative cost of the plan.

ARTICLE V
TEACHER WORK YEAR - TEACHER WORK DAY

A. The work year for teachers will begin no earlier than the last Monday in August and will terminate no later than June 30th. The work year for returning teachers will be one hundred eighty-four (184) days.

The school day before Thanksgiving, the school day before the start of December vacation, and the last school day of the school year shall be early release days. The Principal shall dismiss teachers fifteen (15) minutes after students are dismissed on these days.

1. Teachers new to the profession (in their first three (3) years of public school teaching) may be required to work up to five (5) additional workdays in their first year of employment in Greenfield and up to three (3) additional days in their second and third years of employment. These days will be paid at the rate of two hundred fifty and 00/100 ($250.00) dollars per day.

2. Teachers new to the Greenfield Public Schools but not new to the profession may be required to work up to three (3) additional work days in their first year of employment in Greenfield. Teachers will be paid at the rate of two hundred fifty ($250.00) dollars per additional work day.

B. The parties acknowledge that a teacher's position may require that professional activities take place outside the confines of the regular work day, but recognize that time and work schedules can and should be set. Accordingly the parties agree that the hours and schedules of personnel covered by this agreement shall be as follows:

1. At the High School, the work day shall be a consecutive six (6) hours and forty (40) minutes, (except that detention assignments may be made until 3:30 p.m.). No assignments will be made during the first fifteen (15) minutes of the workday. Assignments during the first fifteen (15) minutes may be made on an emergency basis (something that is not routine).

   a. Each high school teacher will have a daily professional period equal to the length of a regular class period provided that school is in session for a full day and the normal student schedule is being followed. A professional period is a period during which a teacher is preparing lessons, materials and instructional strategies often in collaboration with other teachers or any other educational activity that the teacher, in his/her professional judgment, deems necessary for effective classroom performance.

   b. Each teacher will have a duty-free lunch period of a least thirty (30) consecutive minutes.

   c. Each teacher will be assigned no more than five (5) teaching assignments per year. A sixth (6^{th}) teaching assignment would be on a voluntary basis

and for additional pay. The additional payment will be $6,000.00 for a five (5) day full-year course. (Pro-rated, if less than one [1] year and/or fewer than five [5] days per week.)

d. High School teachers will be assigned non-teaching assignments on an equitable basis in addition to a daily homeroom assignment. The non-teaching duties may include individual instruction in directed learning programs and student intervention areas as well as providing for the safety of students and staff by monitoring hallways and cafeterias during the school day.

e. Detention assignments will be limited to six (6) per school year and be equitably distributed among the staff.

2. At the Middle School, the work day shall be a consecutive six (6) hours and forty (40) minutes (except that detention assignments may be made until 3:30 p.m.). No assignments will be made during the first fifteen (15) minutes of the work day. Teachers, not assigned homerooms, may be assigned duties during the first fifteen (15) minutes of the work day. Assignments during the first fifteen (15) minutes of the work day may be made on an emergency basis (something that is not routine).

a. Each Middle School teacher will have a daily professional period of a least forty-six (46) consecutive minutes provided that school is in session for a full day and that the normal student schedule is being followed. A professional period is a period during which a teacher is preparing lessons, materials and instruction strategies often in collaboration with other teachers or any other educational activity that the teacher, in his/her professional judgment, deems necessary for effective classroom performance.

b. Each teacher will have a duty-free lunch period of a least thirty (30) consecutive minutes.

c. Each Middle School teacher will be assigned no more than five (5) teaching assignments/three hundred (300) minutes of instructional time per day. A sixth (6^{th}) teaching assignment would be on a voluntary basis and for additional pay. The additional payment will be six thousand and 00/100 ($6,000.00) dollars for a five (5) day full-year course per year.

Instructional time includes classes, tutorials, advisory groups, staff team meetings, SPED/504 Team meetings, consultation/training, assigned non-teaching time, and other activities directed at the provision of instruction and supervision to students. Instructional time does not include professional periods, lunch, and homeroom. Note: This assumes a three hundred ninety [390] minute stay with a forty-five [45] minute professional

period, thirty- [30] minute lunch period, and fifteen- [15] minute homeroom period.

d. Each Middle School teacher will be assigned no more than four (4) non-teaching assignments in a five (5) day cycle, in addition to daily homeroom assignment(s) not exceeding a total of fifteen (15) minutes. The non-teaching duties may include individual instruction in directed learning programs and student intervention areas as well as providing for the safety of students and staff by monitoring hallways and cafeterias during the school day.

e. Detention assignments will be limited to three (3) per school year and be equitably distributed to all members of the staff.

A meeting will be held before June 1, 2012 to discuss the Middle School detention assignments. The Superintendent, Middle School Principal and two (2) GEA Representatives will meet to discuss the current detention assignments and possibly propose viable alternative solutions.

3. At the elementary schools the work day shall be a consecutive six hours and forty minutes. No assignments will be made during the first fifteen minutes except on an emergency basis (something that is not routine).

a. The specific starting time and dismissal time of each school will be established by the Committee within the work day outlined above, after consultation with the Association. Personnel shall not be assigned in excess of twenty-six and one-quarter (26¼) hours, (including recess), of instruction time in a five (5) day week, and shall not be assigned more than three (3) hours of non-instructional duty in a five (5) day week.

b. Effective September 1, 1997, this paragraph will be modified to provide each classroom teacher with forty-five (45) consecutive minutes per day of professional time during which they will not be assigned any responsibility other than preparation for their instructional duties, provided that school is in session for a full day and the normal student schedule is being followed.

c. Each teacher will have a duty-free lunch period of a least thirty (30) consecutive minutes.

d. Each teacher will be given time per student, per year to set aside for parent-teacher conferences during the instructional day or evenings required in Section F.

4. At the preschool(s), the work day shall be a consecutive six hours and forty minutes. No assignments will be made during the first ten minutes except on an emergency basis (something that is not routine).

a. Instructional duties include classes, tutorials, advisory groups, staff team meetings, SPED/504 Team meetings, consultation/training, assigned non-teaching time, and other activities directed at the provision of instruction and supervision to students. Instructional time does not include professional periods or lunch.

b. One half day per week (three (3) hours and ten (10) minutes of uninterrupted time) shall be professional time during which the teachers will not be assigned any responsibility other than preparation for their instructional duties. Each teacher will have a duty-free lunch period of a least thirty (30) consecutive minutes.

C. Any voluntary deviation from the above Section B, by individual teachers, may be allowed to the extent that the deviation does not affect normal assignments of other teachers in the same school. A deviation of this paragraph shall not be deemed a waiver of this provision be either Party to the said Contract.

D. The Superintendent shall submit the proposed annual school calendar for the succeeding year to the Association by March 1 of each year. The Association and Administration shall then hold a collaborative meeting prior to the second Wednesday of March to discuss, and if agreed amend, said calendar. After the meeting is held the Superintendent shall forward the calendar together with any remaining Association concerns to the School Committee by April 1 of each year.

E. Teachers are required to attend, punctually, no more than twenty (20) after school staff meetings per school year. Said meetings will be up to a maximum of one hour and fifteen minutes in length. Said meetings will occur no more frequently than every other week, **not including the evening meetings in Section F below.** These meetings may called by either the Committee, the Superintendent, the Principals, the Directors, Subject Coordinators or Heads of Departments and whenever possible they will circulate agendas 48 hours in advance of the meetings. At the elementary level, when scheduling meetings, teachers and school administrators will insure adequate time is set aside and priority given to parent-teacher conferences.

F. The Committee and the Association recognize, that while participation in activities sponsored by the Greenfield Public Schools and attendance by members at evening activities related to school matters are desirable as general propositions, teachers will not be required to attend more than three (3) evening activities per school year **plus a fourth activity chosen from a list of three to five (3-5) provided by the building Principal.** Additionally, the parties agree that there will be two (2) half-days per semester for K-7 parent/teacher conferences.

1. A teacher's work day during the period designated for parent-teacher conferences shall be based on a flexible rather than a continuous time format.

2. During the Fall Semester, a Grade K-7 teacher may schedule parent-teacher conferences in early afternoon, late afternoon or evening by mutual agreement with the parent.

3. During the Spring Semester, there shall be one (1) evening parent-teacher conference which shall be deemed one (1) of the three (3) evening activities per school year pursuant to Article V, Section F. This evening parent-teacher conference shall be in addition to the parent-teacher conferences referenced in the above paragraph 2.

4. No teacher shall be assigned a work day in excess of six (6) hours and forty (40) minutes during the parent-teacher conference period. A teacher assigned a flexible work day schedule shall not be required to remain in the school building during the period in which no school work or parent-teacher conference is scheduled for him/her.

5. Article V, Sections B-2, B-3, F, G, and J of this Agreement shall be modified in the manner stated in the above paragraphs.

G. Teachers will notify the principal prior to leaving the building during the work day. This notification will include teachers leaving during the lunch period. Such notice will include the reason for leaving, the destination and estimated time of return, unless the reason necessitates not returning on the same work day. Authorization to leave may be withheld by the Principal for reasonable cause.

H. Special Personnel - The normal work day of the following special personnel will be defined as follows:

1. Middle School Nurse, Senior High School Nurse seven consecutive hours, with half (½) hour for lunch.

2. Elementary Nurse (Multi-Building Responsibility) seven consecutive hours, with half (½) hour for lunch.

3. High School Counselors, Middle School Counselors, High School Librarians, Middle School Librarians. Starting time will be fifteen (15) minutes prior to arrival of students and ending time will be thirty (30) minutes after the close of the school day, with half (½) hour for lunch.

I. It is agreed that teachers shall hold themselves available for student help before, during or after school a minimum of two times a week.

J. The School Committee and their agents reserve the right to determine the number and schedule of all days when students are released prior to the normal dismissal time. Said determination will be made after input and participation from the GEA prior to setting the calendar pursuant to Article V-D. The Superintendent and his/**her** agents will determine

the professional activity performed by teachers on all such release days. Said determination will be made after input and participation from standing committees on curriculum and staff development. Teachers on such released days will have a duty free lunch period of at least one (1) hour.

K. In preparation for summer recess no teacher will be required to move or lift objects greater than 25 lbs. During summer recess the School Committee shall be responsible for the safe storage of all classroom supplies. The School Committee shall provide teachers with the packing materials needed for this purpose.

L. The School Committee has an obligation to undertake reasonable measures to ensure the safety of teachers, other school staff, students and lawful visitors.

M. The School Committee and the Association agree that mutual respect between and among administrators, employees and co-workers is vital to the efficient operation of the School System. Any behavior that contributes to bullying or a hostile work environment is unacceptable and will not be tolerated.

An employee who believes he/she is subject to such behavior should meet with his/her immediate supervisor to discuss the situation. The Association may file a Level 2 grievance if the employee's concerns are not addressed by the immediate supervisor. No employee will be subject to retaliation for filing a complaint, giving a statement or otherwise participating in the administration of this process.

N. The parties recognize that lesson planning is an essential element of the teaching and learning process.

1. Subject to funding, a joint committee will explore developing an online / instructional planning resource site for the purpose of developing unit plans and assessments for use by Greenfield teachers.

2. Lesson plans for each week shall be available in the teacher's workspace for review by school administrators on the first day of the week and upon request during the week.

a. Teachers without Professional Teacher Status and those rated less than proficient shall be required to submit lesson plans weekly and school administrators shall provide feedback and may require lesson plans to be modified. A follow-up review will occur to ensure that any required modifications have been made.

i. For grades 6 - 12 required elements of the lesson plans shall be:
1. Essential Question
2. Topic
3. Activator
4. Engagement/Activity

5. Assessment(s)
6. Differentiation, where appropriate

ii. The parties will establish a committee to develop appropriate criteria for grades PreK – 5 lesson plans on or before April 1, 2015.

ARTICLE VI
CLASS SIZE

The School Committee and the Association recognize that student-teacher ratios are an important factor in the provision of quality education. The School Committee will, subject to pedagogical considerations and the needs of individual students, encourage Building Principals to assign students to classes in an equitable manner. Class assignments will be made on the basis of physical space, the special needs and learning differences of the students involved, the availability of resource personnel, curricular requirements, and other educational concerns. Class assignments shall not be the subject of the provisions of Article III beyond Level Three (3), arbitration, or unfair labor practice proceedings.

ARTICLE VII
NON-TEACHING DUTIES

A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end. The Committee shall (within the limitations of existing paraprofessional and/or custodial personnel), assure that teachers will not be required to perform the following:

1. Milk distribution, supervision of playgrounds, sidewalks and buses (Parties have eliminated cafeteria and corridor duties.)

2. Monitoring school entrances.

Teachers in the elementary schools (Federal Street, Four Corners and Newton Street) will not be required to supervise cafeterias during the student lunch periods.

3. Health services, such as administering eye and ear examinations, and weighing and measuring students, except by health and physical education personnel.

4. Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate, or account for such money. They shall not be held responsible for the loss of any such money, provided established school system policy, relative to collection and maintenance of funds, is followed. Such collections are to be confined to those that are required for the proper functioning of the school, such as lunch money, milk money, and money collected for field trips.

5. Delivering books and other materials to classrooms in bulk quantities.

B. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily with advance approval of their principal or immediate supervisor.

C. Teacher participation in extracurricular activities will be strictly voluntary and where applicable, compensation will be made in accordance with the provisions of Appendices B, C, and D of this Agreement.

D. Any teacher instrumental in planning a public appearance for any student group shall coordinate such appearance through the Building Principal.

E. Teachers will prepare and submit data in prescribed form, as determined by the Superintendent, for attendance and report cards to meet deadlines as established by the Superintendent for the timely processing of such data. For the first three (3) marking periods grades will be due **within two (2) school days of the closing of grades**. Marks will not close on Monday. For the June marking period grades will be due on or before the clearing date as established in the school calendar. Failure to comply with the provisions of this section will result in the withholding of pay until such time as the requirements are completed. Any change in the procedure will be discussed with the Association before implementation.

Classroom teachers will record student attendance daily in Power School. In addition to attendance, teachers in grades 6 – 12 shall update Power School grades at least every two (2) weeks.

ARTICLE VIII
TEACHER ASSIGNMENTS

A. Preliminary scheduling of teaching/work assignments and non-teaching duties will occur between January 1 and March 31 of each year. The site-based team will provide input to the Building Principal in the scheduling of work, teaching, and non-teaching duties. Teachers will be notified, in writing, of their programs for the coming school year, including the school(s) to which they will be assigned, the grades and/or subjects that they will teach, within fifteen (15) days following the Town Meeting's adoption of the School Committee budget.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily, and for good cause, as determined by the Superintendent, outside the scope of their teaching and/or major fields.

C. To the extent possible, changes in grade assignments in the elementary schools and in subject assignment in the secondary schools will be voluntary.

D. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of intra-system travel. Such teachers will be notified of any changes in their schedules as soon as possible as is practicable. Teachers who are assigned to more than one (1) school in any one (1) school day will receive reimbursement per mile for all inter-school driving done by them, at the rate paid by the Town of Greenfield.

ARTICLE IX
TRANSFERS

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

Therefore, they agree that the following principles shall be applied, in the transfer and the reassignment of the teachers:

A. A voluntary transfer is defined as a change in the grade level, school or department of a teacher, requested by the teacher or voluntarily agreed to by the teacher. Volunteers shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and other factors, including, but not limited to, the recommendations of the Supervising Principal, effecting the best interest of the Greenfield School System.

B. When other factors are substantially equal, preference will be given to the volunteer with the greatest number of years of service in the Greenfield School System.

C. An involuntary transfer is defined as a change in grade level, school or department of a teacher, not requested by the teacher or not voluntarily agreed to by the teacher.

1. A proposed involuntary transfer will be made only after a meeting, held at least two (2) weeks prior to a final decision, between the teacher involved and the Superintendent at which time the teacher will be notified of the reasons for the transfer.

2. In the event the teacher objects to the proposed transfer at this meeting, the teacher may request a meeting with the Superintendent and the Association's representative to discuss the proposed transfer within seven (7) calendar days of the initial meeting before a final decision is made. It is recognized that the final decision of whether or not such a transfer will be made must rest with the Superintendent of Schools.

D. When involuntary transfers are made, the following factors will be considered in determining which teacher is to be transferred.

1. A teacher's area of competence, major and/or minor field of study.

2. Quality of teaching performance, as determined by formal evaluation.

3. The administration's determination as to the suitability of that individual to that particular situation, with the teacher being informed as to the rationale for that determination.

4. The length of service in the Greenfield School System. Unless the best interests of the Greenfield School System otherwise require, in the judgment of the Superintendent, teachers being involuntarily transferred will be transferred only to a comparable position.

E. When a transfer causes a position to be left open, then this opening shall be considered a vacancy and will be filled, as provided in Article X.

F. Notice of transfers will be given to teachers as soon as practicable and under normal circumstances, not later than May 15th. If other than normal circumstances should occur, the administration will define the circumstances and will discuss them with the Association.

G. Teachers desiring a transfer will submit a written request to the Superintendent, stating the assignment preferred and the reason for seeking a transfer. Such requests must be submitted between September 1st and April 1st of each school year, to be considered for the next school year. Requests must be renewed in writing each year. All requests will be acknowledged in writing. Upon request, reasons for denial of transfer will be furnished in writing.

H. No teacher shall be involuntarily transferred or reassigned, except for just cause.

I. A teacher being involuntarily transferred or reassigned shall have preference in filling future vacancies over any teacher seeking a voluntary transfer or reassignment, if the affected teacher is certified to fill the vacancy. Said preference to be limited to a period of twelve months, from date of the involuntary transfer, and subject to the provision that filling said future vacancy will not be inconsistent with the reason for the involuntary transfer.

ARTICLE X
VACANCIES AND PROMOTIONS

All vacancies in a professional position, covered by this Agreement, or any new positions covered by this Agreement, shall be filled in the following manner:

A. Any vacancy in a professional position during the school year (September to June), will be adequately publicized by the Superintendent or his/her designee, by means of a written notice, displayed in every school, as far in advance of the appointment as possible. If such a vacancy occurs after the close of school in June, and before the opening in September, by mailing a copy of such notice to the Association, and to every teacher who has, individually, filed his/her name and address with the Superintendent for the purpose of receiving such notices.

B. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position and the compensation rate and range thereof.

C. Teachers who desire to apply for such vacancies shall file their applications, in writing, with the Superintendent, within the time limit specified in the notice.

D. The Committee may give notice of such vacancies, outside the system, at its discretion.

E. No vacancy shall be filled, except on a temporary basis, within five (5) school days from the date the notice of such vacancy is posted or should have been posted by a designated Association member in each school and the President of the Association.

F. Such vacancies shall be filled by that person, who in the judgment of the recommending administrator is best qualified by experience, training, and performance, to successfully carry out the required duties. Where, in the judgment of the recommending administrator, the qualifications are substantially equal, preference will be given to teachers presently employed in the Greenfield Public Schools.

G. Insofar as is practicable, under the circumstances, appointments will normally be made not later than sixty (60) days after the notice is posted. If, in the judgment of the Superintendent, there is no qualified candidate, the position will not be filled.

H. Positions in Summer Programs and Evening School shall be filled as defined above and notice of such positions will be publicized and teachers notified of action taken as soon as practicable. When positions in the Summer Programs are, in the judgment of the Superintendent, an extension of the curriculum area of a particular teacher, those positions will be included in the teacher's regular, individual contract, if the teacher so desires.

I. Positions in the Greenfield Summer Programs and Evening School will, to the extent possible, be filled first-by regularly appointed teachers in the Greenfield School System.

ARTICLE XI
TEACHER EVALUATION

The primary purpose of the teacher evaluation process is the improvement of teaching performance and instruction. Both teachers and evaluators shall keep this objective in mind, in order to insure that the evaluation process is carried out in the spirit of professional growth.

A. 1. All monitoring or observation on the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors, and will have the right to discuss such report with their supervisors, and shall sign every report to indicate that they have read it.

2. No teacher shall receive adverse oral comments from any supervisory personnel in the presence of pupils.

3. Any complaint or concern deemed by the administration to be serious enough to merit possible discipline shall be brought to the attention of the teacher within a reasonable period of its receipts At least 24 hours in advance, the teacher shall be notified of the meeting to discuss the complaint/concern and shall be informed of the possible disciplinary nature of the meeting and the general nature of the complaint/concern, and shall be entitled to have a representative present at the meeting.

B. 1. Teachers will have the right, upon written request, to review, at a time mutually convenient, the contents of their personnel files. A member of the Association may accompany the teacher in such review. The review shall be made in the presence of the administrator responsible for the safekeeping of such files or his/her designated representative.

2. No material, derogatory to a teacher's conduct, service, character or personality, will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature, in no way, indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee, and attached to the file copy.

3. Teachers will be evaluated in accordance with Appendix G

C. Any credible complaints regarding a teacher made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the teacher, and the complainant will be identified to the teacher. Complaints that are not deemed to be credible shall be treated as if they had not been made.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without sufficient reason. It is expressly understood that the Committee retains all rights and obligations which it has under the tenure law.

ARTICLE XII
TEACHER FACILITIES

A. The Association will have the right to use school buildings, if available, without cost, during times when custodians are normally employed.

B. There will be one (1) bulletin board in each school building, for the purpose of displaying Association material.

C. Whenever possible and practicable, each school will have the following:

1. A separate, private dining area for the use of the staff.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room to be reserved for the use of the staff as a lounge. Said room to be in addition to the aforementioned work area.

4. An adequate and convenient parking area reserved for teacher parking.

ARTICLE XIII
SICK LEAVE

A. 1. Each teacher is entitled to a leave of absence for sickness and disability with full pay, up to fifteen (15) working days in each school year, in which he/she is serving the Greenfield School System, as of the first day of said school year, whether or not he/she reports for duty on that day, except, the first year teachers will accumulate sick leave at the rate of one and one-half (1-1/2) days per month. Unused sick leave, for first year teachers, will be applied at the end of the school year, to days which may have been lost earlier in that year due to insufficient sick leave accumulation at that time. Unused leaves of absence for disability shall be accumulated from year to year, without limitation, so long as the teacher remains continuously in the employ of the Committee. Teachers hired on or after July 1, 2014 shall be allowed to accrue sick leave for no more than one hundred eighty five (185) days."

A Greenfield School System paraprofessional who is hired for any position in Article I of this contract will carry over his/her unused sick days.

2. Female employees, disabilities caused by or related to pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities, and as such accumulated sick leave shall be available for use during periods of such disability.

3. Notwithstanding the above, teachers who are recalled to a position under Article XXI, after the start of the school year will be entitled to proration of the fifteen (15) sick leave days, calculated on one and one half (1-1/2) days per month of service, for each month remaining in the school year.

4. A teacher will be allowed to use up to five (5) days per year of accumulated sick leave for illness in the immediate family of the teacher. Immediate family is as defined in Article XIV-5.

B. Each teacher shall receive yearly notice of accrued sick leave.

C. The Superintendent may require that absences of **four (4)** or more consecutive school days because of illness, be certified by the **employee's own physician**. The Superintendent may require recertification at any five (5) day interval thereafter.

D. Sick leave days are, essentially, a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties. Abuse of sick leave will subject an employee to disciplinary action.

E. No teacher will be required to arrange for his/her own substitute.

F. SICK LEAVE BANK

1. Effective October 1, 2014, a Sick Leave Bank will be established for use by teachers whose sick leave accumulations have been exhausted and who request additional leave due to a prolonged and/or catastrophic illness.

2. Each teacher shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank on October 1, 2014 to be utilized by teachers who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a prolonged and/or catastrophic illness. Thereafter if the total number of days in the Bank is over 100 days on October 1, no day will be deducted from the members. If the Bank falls below 41 days, a day will be deducted from each member at that time. In this case members will be notified of this deduction at the time of the deduction. The Association will be notified of the total accumulated sick days in the Bank by September 30th of each year. No sick days will be deducted from members who have less than ten (10) accrued days. Deductions of sick leave from part-time employees shall be pro-rated. The total number of days in the Bank shall not exceed 110 days more than the Full Time Equivalent of the number of Unit A members.

3. Teachers shall be eligible for the Sick Leave Bank benefit after the anniversary of one (1) full calendar year of service to the Greenfield Public Schools. A teacher's Sick Leave Bank benefit shall extend for up to one hundred eighty (180) calendar days exclusive of optional summer employment. Thereafter, the teacher may be eligible for long-term disability.

4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of one (1) member designated by the Superintendent to serve at his/her discretion, two (2) members of the Teachers Association, and two (2) members of the School Committee. The Human Resources Director shall serve Ex Offico, non-voting, and maintain records, monitor daily use, and report to the Sick Leave Bank Committee.

5. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a medical certificate on the same form as used under the Family Medical Leave Act. This certificate shall provide a diagnosis and prognosis/estimated recovery time. All information provided to the Committee shall be confidential.

6. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days. Upon completion of the thirty (30) calendar day period, an additional grant may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Thereafter, the above-referenced medical certificate shall be updated every forty-five (45) calendar days.

7. To facilitate its decision-making process in deciding whether to grant Sick Leave Bank days beyond the initial thirty (30) calendar day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume all costs of such an examination not covered by insurance. Subject to the requirement teachers shall continue to receive Slick Leave Bank benefits pending receipt of the report from the examining physician.

8. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal or to the grievance and arbitration process.

9. Should a teacher return from extended sick leave during which benefits were received through the Sick Leave Bank, the teacher shall be entitled to commence a new prorated accumulation of individual sick leave relative to the date of return.

10. Sick Leave Bank benefits shall include maternity coupled with a prolonged and/or catastrophic illness.

11. Teachers receiving Worker's Compensation shall not be eligible for Sick Leave Bank benefits.

12. In school years 2014-2015 and 2015–2016 only two (2) teachers may receive Sick Leave Bank benefits at any one time under this section. In January 2016 the Committee will share Sick Leave Bank usage data with the parties who shall then meet to renegotiate a possible increase to the number of teachers eligible to receive Sick Leave Bank benefits at any one time.

ARTICLE XIV
TEMPORARY LEAVES OF ABSENCE

Teachers may be entitled to the following Temporary Leaves of Absence, with pay, each school year. Leaves taken, pursuant to this section, will be in addition to any Sick Leave to which the teacher is entitled. No teacher will be required to arrange for his/her substitute.

1. Emergency leaves with pay may be granted at the discretion of the Superintendent. Depending on the nature of on emergency leave, advance notice, although desirable, is not required. The reason for the emergency leave and the number of emergency leaves granted to any individual will be determined solely by the Superintendent or his/her designee.

2. Teachers may be granted two (2) personal days each school year by the Superintendent for the purpose of attending to unanticipated and unavoidable matters that cannot be transacted during non-school hours. If at all possible, teachers shall submit a confidential written request to the Superintendent stating the nature of the absence prior to the proposed personal day. Allowance of teachers' requests by the Superintendent shall not be unreasonably withheld. Personal days will not be granted for days immediately preceding or following school vacations or holidays. Unused personal days shall accumulate as unused sick days.

3. Teachers may be granted time for the purpose of visiting other schools or to attend meetings and conferences of an educational nature. A written request describing the nature, time and place of such meeting must be submitted to the Superintendent or his/her designee prior to said visit or meeting. All requests shall be answered in writing within eight (8) school days of receipt of teacher's request. This request for absence may be denied at the discretion of the Superintendent or his/her designee.

4. Necessary time will be granted to official Association representatives to attend conferences or conventions each year. A written request describing the nature, time and place of such meeting will be submitted to the Superintendent fifteen (15) school days in advance of the conference or convention. The Committee agrees to authorize for this purpose five (5) teaching days with pay and the cost of substitute teachers.

   Official Association representatives will be granted paid leave to attend the Division of Labor Relations conferences and hearings. Those representatives shall notify their respective building principals at least seven (7) days in advance of the leave.

5. Up to five (5) school days absence may be granted with full pay in the event of a death in the teacher's immediate family. Immediate family is defined to include spouse, children, parents, grandparents, grandchildren, parents-in-law, brother, sister, brother or sister-in-law, member of the immediate household residing with the teacher or individual for whom the teacher has acted as parent or legal guardian.

6. One (1) school day may be granted with full pay in the event of the death of a relative other than specified in Section 5 of this Article, to attend the funeral. If additional school time is required for travel, it may be granted with pay, less the established rate of a substitute.

7. A maximum of seventeen (17) days per school year, for persons called into temporary active duty with any unit of the United States Reserves of the National Guard, provided such obligations cannot be fulfilled on days when school is not in session, and the reservist has made an effort to request duty when school is not in session. The reservist will be paid the difference between his/her military pay and his/her normal school compensation.

8. The current practice of paying the difference between a teacher's regular earnings and whatever monies are received for jury duty will be continued.

9. Teachers may be granted up to twenty (20) days of adoption, foster placement care or paternity leave to charge against their regular bank of sick days.

10. Up to three (3) school days for religious observance if said observance prohibits the teacher from working on said day(s).

11. Other temporary leaves of absence, from one (1) to ten (10) school days, with pay, but charged to unused sick leave, may be granted by the Superintendent at his/her sole discretion.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

A. Up to two (2) years of leave of absence without pay will be granted to professional employees with professional status upon election to State or National Office in any professional education association for the purpose of engaging in the activities required by that office. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and he/she will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Requests for this leave must be submitted to the Superintendent by June 1 of the year prior to the year of the leave.

B. One (1) leave of absence, without pay, up to two (2) years, will be granted to any teacher with professional status who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave, and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Requests for this leave must be submitted to the Superintendent by June 1 of the year prior to the year of the leave.

C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

D. Parental leave which includes adoption, of up to one (1) year will be granted without pay or increment.

E. A leave of absence, without pay or increment, of up to one (1) year, will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent or his/her designee. Request for this leave must be submitted to the Superintendent with prior reasonable notice.

F. After five (5) years' continuous employment in the Greenfield School System, a teacher may be granted a leave of absence by the Superintendent or his/her designee, without pay,

for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

G. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence up to one year without pay for such time as is necessary for recovery from such illness. Appropriate medical, psychological (licensed psychologist) evidence of fitness to function in the assigned capacity may be required before such personnel are permitted to return to work. The professional employees shall furnish the Committee, in writing, medical evidence furnished by a duly licensed physician or psychologist. The Committee shall have the right to designate a duly licensed physician to verify, upon examination, the findings of the report submitted by the professional employee. The Committee shall bear the expense for such examination and report. The Committee shall furnish the professional employee a copy of same.

H. Teachers who receive fellowship grants will be granted a leave of absence without pay for the period of time of such grant. Teachers may be receiving a salary through the grant agency.

I. Other leaves of absence, without pay, may be granted by the Superintendent.

J. Following a letter from the Superintendent, notification of intent to return to service from a leave shall be made, in writing, prior to April lst of the year in which the leave ends, or the position shall be considered vacated, and the employee to have voluntarily terminated his/her employment.

K. All benefits to which a teacher was entitled at the time his/her leave of absence commences, including unused, accumulated sick leave, will be restored to him/her, upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. If an employee fails to pay the required insurance premiums during such leave and thereby allows the policy to lapse, insurance coverage upon return to work will be on the same basis for new employees.

L. All requests for extensions of leaves will be applied for in writing to the Superintendent stating the specific reason for the request, at least forty-five (45) calendar days prior to the termination date of the leave or extension thereof. No single extension shall exceed ninety (90) calendar days. More than one (1) extension may be granted.

ARTICLE XVI
SABBATICAL LEAVES

Upon recommendation by the Superintendent, sabbatical leaves may be granted for study or travel, to a member of the professional staff, covered under this Contract, by the Committee, subject to the following conditions:

1. Up to three (3) members of the professional staff may be on sabbatical leave at any one time. All recommendations made by the Superintendent will be considered by the Committee, at which time, the applicant may be present to support the application. The actual number of sabbatical leaves in any given year will be at the sole discretion of the Committee, and, under no circumstances, will be the subject of a grievance.

2. Requests for sabbatical leave must be received by the Superintendent no later than February 1st of the year prior to the sabbatical period, and action will be taken on all such requests by March 1st. No requests under this paragraph will be considered prior to February 1st.

3. The teacher must have completed at least seven (7) full school years in service in the Greenfield School System, and at least seven (7) consecutive full school years in said service since his/her last sabbatical leave, except that leaves without pay granted by the Committee should not constitute a break in service. The teacher must provide sufficient evidence satisfactory to the Superintendent that the sabbatical leave will augment, increase, and enhance the teacher's ability to perform his/her specific job description.

4. Teachers on sabbatical leave will be paid at three-quarters (3/4) of their regular salary rate.

5. Prior to the granting of a sabbatical leave, a teacher shall enter into written agreement with the School Committee, that upon return of such leave, he/she will return to service in the Greenfield School System for a period equal to twice the length of the leave and, that in default of completing such service, he/she shall refund, to the Town of Greenfield, an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as compared to the whole amount of service agreed to be rendered, except in cases of death, incapacitating illness or disability. The Association will insure a performance bond is posted relative to this section of the Contract by a duly licensed insurance company licensed to do business in the Commonwealth of Massachusetts.

6. Upon return from such leave, a teacher will be considered as if he/she were actually employed by the Committee during the leave, and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Upon return from such leave, the staff member shall be prepared to conduct in-service workshops in the area of concentration and shall submit an oral or written report to the Committee on the results of the year's work.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The School Committee shall appropriate money on an annual basis for professional development. This money shall include grants and special education funds specified for professional development purposes.

The Superintendent and Building Principals, with input from school councils, shall be responsible to allocate professional development money. District-wide programs, incentives, and goals requiring professional development shall be the first priority in allocating money. School building site-based teams will provide input to administration regarding the allocation of professional development money.

B. The Committee will pay the cost of tuition for in service courses at accredited colleges, universities or other professional training schools, which are taken with the advance approval of the Superintendent of Schools. Approval for courses shall be based upon the teacher's submission of a course description and a statement of how the course is related to his/her current teaching position. Such approval will not be unreasonably withheld. The amount of tuition paid to a teacher will not exceed the University of Massachusetts rate per credit hour and related course fees at the time of application.

No teacher shall be entitled to reimbursement in excess of the above-mentioned limit, nor be entitled to reimbursement for more than six (6) credit hours in any twelve (12) month period. The total annual reimbursement amount for the bargaining unit will not exceed $35,000.00

At the end of every fiscal year, any unspent School Department monies will be rolled over to the tuition reimbursement account. This amount of money will not exceed fifteen (15) thousand dollars.

C. The Committee will pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions, attendance at which the teacher has received written, advance approval or has been requested to attend by the Superintendent or his/her designee.

D. Teachers will submit written requests to the building principal or Superintendent to receive reimbursement for the purchase of educational supplies and materials, including professional journals, on or before June 1st preceding the next school year and during the school year.

E. The Professional Development Committee shall establish "Leadership Programs" by using School System employees.

ARTICLE XVIII
PROTECTION

A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools, in writing.

B. This report will be forwarded to the Committee which will authorize the Superintendent to comply with any reasonable request from the teacher for information in its possession relating to the incident of the persons involved.

C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault and battery in connection with his/her employment, the Committee will furnish and select legal counsel to defend him/her in such proceeding if he/she requests such assistance.

D. Whenever a teacher is absent from school as a direct result of personal injury caused by an accident or an assault and battery, related to the proper and direct performance of his/her school employment as determined by the Superintendent, he/she will be paid his/her full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for a period equal to the total dollar value of accumulated sick leave at the time of accident or injury as described in this Section.

ARTICLE XIX
GENERAL

A. When it is necessary, pursuant to ARTICLE III, for the grievant and one (1) representative of the Association to attend a grievance hearing during a school day, the preceding individuals, upon prior notice to the principal or immediate supervisor and to the Superintendent, will be released without loss of pay, as necessary, in order to permit appearance in the foregoing activities. The Association agrees that these rights will not be abused. The foregoing procedures and rights will also prevail for the Labor Relations Board Hearings. In the case of a class grievance, the applicable representative will be the Chairman of the Professional Rights and Responsibilities Committee or his/her designee. In no case will there be more than two (2) representatives released without loss of pay.

B. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision 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 and effect.

C. Four hundred (400) copies of this Agreement will be furnished, and the costs will be shared equally, by the Association and the Committee.

D. Except as expressly provided otherwise by this Agreement, or by chapter 736 of the Acts of 1965 or any subsequent laws, the determination and administration of school policy, the operation of the schools and the direction of the teachers are vested, exclusively, in the

School Committee. The administration and execution of provisions of this paragraph will be carried out by the Superintendent of Schools or his/her designee as the executive officer of the School Committee. The management of the school system, and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to determine the curriculum, textbooks, instructional supplies and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe School Committee rules and regulations; to hire, lay-off or relieve employees from duties; to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized, reserved rights of the School Committee. The foregoing enumeration of School Committee rights shall not be deemed to exclude other rights of management, not specifically set forth; the School Committee, therefore, retains all rights not specifically restricted by this Agreement. The exercise, by the School Committee, of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Association or Bargaining Unit.

E. All grievances being processed under the preceding Contract shall not be deemed settled by this successor agreement. The conditions and terms of said preceding Contract shall govern the decision in the disposition of such grievances.

F. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; that any such matters not covered herein have been voluntarily withdrawn as part of the consideration for the making of this Agreement. Therefore, both Parties waive the right and each agrees with the other that neither shall be obligated to bargain collectively with respect to any subject not covered by this Agreement, except as may be otherwise provided for in any "reopening" clause contained herein, even though said subjects may not have been within the knowledge of one or both of the Parties at the time this Agreement was negotiated and signed. The Committee and the Association agree that no change in hours, wages or other conditions of employment enumerated herein shall be changed or instituted during the term of this Agreement unless the Parties shall have collectively bargained on the subject matter.

G. During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operation of the school department, by any employee or the Association. Nor, shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties (or other employers or associations), who are not signatory parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either Party against the other, of a violation of this Article, shall be subject to arbitration as provided for in Article III, of this Agreement.

H. The Committee and the Association recognize the right and the responsibility of the professional staff to have input in the development of curriculum. However, it is expressly

understood that the final decision in all matters relating to curriculum rests with the School Committee.

I. GEA President to be notified of newly-hired employees recognized by this Agreement no later than five (5) school days of hiring.

ARTICLE XX
EARLY RETIREMENT INCENTIVE

A. Any teacher who have completed twenty-five (25) years of service to the Greenfield Public Schools may retire under this clause and receive an extra $1,000.00 payment in addition to his/her final pay check, provided that the following procedure is followed:

If said teacher's retirement is to become effective between **July 1, 2016**, and **June 30, 2017**, written notification indicating that date must be delivered to the Superintendent no later than **January 1, 2017**.

If said teacher's retirement is to become effective between **July 1, 2017**, and **June 30, 2018**, written notification indicating that date must be delivered to the Superintendent no later than **January 1, 2018**.

If said teacher's retirement is to become effective between **July 1, 2018**, and **June 30, 2019**, written notification indicating that date must be delivered to the Superintendent no later than **January 1, 2019**.

Any payment made under this clause shall not be considered as regular earnings under Chapter 32 of the Massachusetts General Law.

ARTICLE XXI
REDUCTION IN STAFF

When a reduction in staff is necessary, the following procedures will be followed:

A. Where possible, staff reduction will be accomplished through attrition.

B. Teachers without professional status will be terminated prior to teachers with professional status. Such reduction of staff members without professional status will be conducted in compliance with State Certification Laws, and they will be terminated in order of competence.

C. When the position of a teacher with professional status is eliminated, that person may bump another teacher with professional status only if all of the following conditions are met:

1. The teacher has more seniority than the person being bumped.
2. The teacher is properly certified to fill the position.

3. The teacher has demonstrated competency, by actual on the job experience, to teach in the subject field and/or the elementary schools, while employed by the Greenfield Public Schools.

D. When teachers are being hired into areas previously reduced, those person(s) previously terminated, within the intervening three (3) year period, will be notified and given an opportunity to make application for the positions. Notification shall be in accordance with paragraph I of this Article.

E. Nothing in this section shall limit the School Committee's rights to terminate the employment of any teacher under Massachusetts Laws.

F. The Superintendent or his/her designee responsible for notifying a teacher that his/her position is being eliminated, shall, at the time of notification, assure that the teacher is aware of any existing vacancy within the school system, for which he/she is certified and qualified, in accordance with the criteria listed above.

G. Seniority is measured in terms of a teacher's continuous length of service in years, months, days from the last date of appointment by the School Committee. Teachers who substituted on a continuous basis in the same position prior to their School Committee appointment will be credited with such service for seniority purposes. Teachers shall be credited with such service for seniority purposes with all time spent on all leaves of absence as provided for in this Agreement.

H. Cases of identical seniority in the same subject area shall be resolved by granting preference to the teacher with the highest level of formal educational training. If these are identical then preference will be given to the teacher with the most years of teaching experience.

I. Teachers who have been laid off shall be entitled to recall rights for a period of three (3) years from the effective date of their layoff.

1. During the recall period, teachers shall be notified by registered mail, return receipt requested, addressed to their last address of record, and given preference for positions for which they are qualified, certified, or certifiable in the inverse order of their respective layoff.

2. Teachers so notified shall have twenty (20) calendar days, from the date registered letter is mailed.

J. All benefits to which a teacher is entitled at the time of the layoff shall be restored in full upon re-employment within the recall period.

K. During the recall period teachers who have been laid off shall be given preference on the substitute list if they so desire. Their employment will be at the established Committee

substitute rate. The Committee will not be held responsible if teachers on the substitute list decline work.

L. Teachers on layoff may continue, subject to the approval of the Town and the Insurance Carrier, their group life and health insurance coverage during the recall period by reimbursing the Town of Greenfield for the total premium costs. Failure to forward premium payments to the Committee in accord with a mutually agreed-upon schedule or the refusal to return to employment upon recall will terminate this option.

M. The Committee will provide a seniority list of teachers, in writing, annually to the Association. The list will be available by October 1. Challenges to this list must be presented, in writing, to the Superintendent by October 15. If there are no challenges to the list by October 15, the list will stand for the full calendar year, unless such error is clerical and could not reasonably be challenged by the Association or individual members of the bargaining unit. In such cases the time limits for filing will be waived.

N. When layoff action occurs, the Association shall be notified, in writing of all teachers on layoff.

O. The Association shall be notified, in writing of all positions, as they occur, and of any recall action taken by the Committee if there are people on layoff.

P. Staffing Procedures:

1. In order to protect the rights of teachers in the RIF process, the Administration and the Greenfield Education Association agree that information consisting of each teacher's area of certification, date of hire, prior teaching experience both within and outside the Greenfield Public Schools and highest level of education will be used in conjunction with the seniority list referenced in Article XXI (M).

2. Members of the bargaining unit with professional status currently on recognized leaves of absence will be returned to positions for which they hold appropriate certification.

3. The School Committee will determine the number and area of positions to be reduced and inform the Greenfield Education Association President no later than May 15. The Association President may request a meeting with the Superintendent to discuss this matter. This meeting shall occur within fourteen (14) calendar days of the Association President's request.

4. Members of the bargaining unit without professional status will receive notices no later than June 1 of their non-renewal for the following school year. Such employees are subject to recall provisions of Article XXI but excluded from the bumping process.

5. Bargaining unit members with professional status will be reduced in accordance with the procedures outlined in Article XXI (Reduction in Force) of the collective bargaining agreement. Those whose positions are eliminated will be given a listing of open positions and, if none are available for which they are qualified and certified, may then utilize the bumping process of Article XXI(C).

6. An attempt will be made to reassign teachers with professional status who hold appropriate certifications within their current building. Employees whose positions are eliminated and cannot be reassigned within their current buildings will be assigned to open positions in other buildings within their areas of certification.

7. Positions currently held by teachers without professional status who were not reappointed for the following school year will be considered as open positions for teachers with professional status whose positions have been eliminated.

8. Voluntary transfer requests will be considered during this process only after the bumping process is completed unless it is determined to be in the best interest of the system and consistent with overall staffing needs.

9. Teachers with professional status who are not certified for remaining vacancies will be laid off in accordance with Article XXI.

10. Teachers without professional status will then be recalled to the remaining vacancies. A certified teacher without professional status will have priority for recall to a position for which he or she is certified over a waivered teacher without professional status.

ARTICLE XXII
HIGH SCHOOL DETENTION

A. The Parties agree that in order for teachers to effectively carry out their detention assignments, the support of the Administration is necessary. To this end the Parties agree that the Administration will be readily available to the teachers on detention duty.

B. The provisions of this High School Detention Article will not be subject to the Grievance Procedure beyond the Superintendent's level. (Level II.)

ARTICLE XXIII
CORE MEETINGS

A. For any meetings leading up to the implementation of the first operational Educational Plan and one ten month and/or annual review meeting relative to any one student in any one school year, teachers will receive no additional compensation.

B. Any meeting(s) in addition to those cited above, required of teachers not receiving a differential, as to the Educational Plan for the same student in the same school year, will

be compensated for by a $10.00 hourly rate, if such additional meetings are held outside the regular work day.

ARTICLE XXIV
SICK LEAVE BUY-BACK OR 403B PLAN

Teachers hired on or after January 1, 2002 shall be eligible for the 403(b) plan and not eligible for the sick leave buy-back referenced in paragraph A.

A. All teachers with twenty (20) years or more of continuous service to the Greenfield Public Schools at the time of retirement or death shall receive twenty (20%) percent of their unused accumulated sick leave at their basic rate, in a lump sum payment. At the discretion of the teacher this lump-sum payment may be spread over a three (3) year period. Teachers employed during the 2001-2002 school year shall either elected to continue with the sick leave buy-back benefit referenced in this paragraph or elect to participate in the 403(b) plan described in paragraph B. This choice was final and shall be made by January 1, 2002.

B. All teachers shall be eligible to participate in the school system's 403(b) tax-deferred compensation plan. The School Committee shall annually contribute up to three hundred and 00/100 dollars ($300.00) (pre-tax) to the plan if the teacher contributes a matching amount. A teacher may contribute more money if he/she so chooses to do so. Teachers shall complete five (5) years of participation in the plan before vesting in the 403(b) plan.

Vesting shall mean:

A teacher with less than five (5) years of participation in the plan who leaves the system shall only recover his/her 403(b) contributions.

A teacher with five (5) or more years of participation in the plan who leaves the system shall recover all 403(b) contributions made by the school system and him/her.

C. The 403b plan will take effect on July 1, 2003.

ARTICLE XXV
AGENCY FEE

Agency Fee – All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to MGL Chapter 150-E, Section 12. The Greenfield Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

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

In the event of conscientious or other objection to payment of the Agency Fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by Greenfield Education Association for recent graduates from Greenfield High School.

ARTICLE XXVI
LONGEVITY PAYMENT

All bargaining unit employees will be eligible for the following sums added to their annual base rate of pay upon completion of the following years of continuous service in Greenfield:

10 years - $500.00
15 years - $1,000.00
20 years - $1,250.00
25 years - $1,500.00

ARTICLE XXVII
PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, gender identity, national origin, disability, ancestry, genetic information or military service. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement."

ARTICLE XXVIII
MENTOR TEACHERS

A. An induction and mentoring program shall be maintained for all teachers new to the District, in accordance with MGL Chapter 71 and 603 CMR 71. The purpose of the program is to provide guidance, resources, training and support by pairing mentor teachers (mentors) and new teachers (mentee).

B. New teachers who have taught for less than three (3) full years shall be required to participate in their first year in the District. If needed, second and third year teachers shall be recommended for continued mentoring during their annual evaluations. A teacher new to the District but with a professional license may elect not to participate in the mentoring program, unless evaluation warrants a need for mentoring.

In addition, the District will provide an additional fifty (50) hours of mentoring to teachers prior to attaining their Professional License as per the Massachusetts Department of Elementary and Secondary Education.

C. Mentors must be teachers currently employed by the District and have Professional Teachers' Status, at least five (5) years teaching experience and work in the same school as the mentee. Mentors must participate in a mentor training program prior to beginning his/her work with a mentee. Mentors shall be compensated at the hourly rate of $25.00 for participation in any training designed and/or approved by the District that takes place outside of the school day, up to thirty (30) hours. Mentors working with a mentee shall receive an annual stipend.

D. Mentors and mentees shall meet on a regular basis, but at least twice a month. Meetings shall take place before or after the school day, or during preparation periods. Time and class coverage shall be provided at least four (4) times a year for the mentor and mentee to observe each other's classrooms. Administration will also provide additional time for the mentee to visit the classrooms of other voluntary participants within the District. Classroom visits shall occur in addition to the regular meetings.

E. Confidentiality is crucial when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and mentee. Mentors are coaches, not evaluators. Mentors shall not discuss the mentee's teaching performance with anyone other than the mentee, including school and District administrators. The mentor's assessment of a mentee shall not be used in the mentee's formal administrative evaluation.

F. The mentor-mentee relationship may be terminated by mutual agreement at any time. In the event one party wishes to terminate the agreement, approval shall be required by the Principal. In the event that the relationship is terminated, and the mentor is not reassigned, the mentor's stipend shall be pro-rated as applicable.

G. Mentors shall serve for a period of one (1) school year and may reapply annually for the position. The posting for the position of mentor shall occur in each building no later than June 1st of each school year for the following school year.

H. The mentor shall provide the Principal with a record of meetings held between the mentor and mentee during the mentoring year.

I. Mentor teachers shall be compensated at the following rates:

- $1,000.00 per person mentored for first year teachers (new to the profession) pro-rated to the date the mentee is hired.
- $750.00 per person mentored for a non-first year teacher.

Payment will be included in the twenty-first (21st) paycheck.

J. Mentors will not be assigned more than two (2) first year mentees during a school year.

ARTICLE XXVIX
DURATION

The provisions of this Agreement shall be in effect from July 1, 2015, to June 30, 2016.

If negotiations for a successor Agreement are not completed by June 30, 2016, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed. Provided however, either party can terminate this Agreement after June 30, 2019, by serving written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) days prior to the actual termination.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this 25th day of **February, 2016.**

GREENFIELD SCHOOL COMMITTEE

Timothy Farrell, Chairperson

GREENFIELD EDUCATION ASSOCIATION

Thomas Bevacqua, President

APPENDIX A
SALARY SCHEDULES

Salary Schedule Restructuring: 2015-2016

Step 1 shall be eliminated in each column. All members who were on Step 1 shall be placed at Step 2. Due to the elimination of Step 1, the Steps shall be renumbered with Step 2 becoming Step 1; Step 3 becoming Step 2, etc. With the exception of Step 1, all members who were on each Step will move to the lower Step.

Step 13A shall be renamed to Step 13.

Appendix F shall be deleted and Step 25 shall be renamed to Step 15.**

Step 15 salaries shall be increased from the previous Step 25 amounts as follows: Bachelor's column by $2,236.00 from $59,306.00 to $61,542.00; The Master's column by $2,437.00 from $62,873.00 to $65,310.00; and The Master's +30 column by $2,632.00 from $66,337.00 to $68,969.00.**

All members who had been on the previous Step 14 during school year 2014-2015 shall be moved to the new Step 15. All members who had been on Step 25 during school year 2014-2015 shall be placed on the new Step 15.**

Salary Schedule: 2015-2016

Step/Column	BA	MA	MA+30
1	$36,502.00	$38,036.00	$39,940.00
2	$37,780.00	$39,368.00	$41,338.00
3	$39,104.00	$40,746.00	$42,786.00
4	$40,470.00	$42,174.00	$44,283.00
5	$41,885.00	$43,646.00	$45,834.00
6	$43,354.00	$45,177.00	$47,438.00
7	$44,870.00	$46,757.00	$49,098.00
8	$46,441.00	$48,395.00	$50,815.00
9	$48,064.00	$50,091.00	$52,596.00
10	$49,751.00	$51,838.00	$54,436.00
11	$51,490.00	$53,654.00	$56,341.00
12	$53,447.00	$55,533.00	$58,311.00
13	$55,851.00	$58,679.00	$61,799.00
14	$58,255.00	$61,822.00	$65,286.00
15	$61,542.00	$65,310.00	$68,969.00

Longevity

10 Years	**$500.00**
15 Years	**$1,000.00**
20 Years	**$1,250.00**
25 Years	**$1,500.00**

APPENDIX B

A joint committee comprised of representatives of both parties will propose revised language in Appendices B-D on or before March 1, 2016.

1. Salary Schedule for Curriculum Coordinators

   (a) Basic Salary

   (b) Salary Schedule: July 1, 2014 - $3,837.00

   (c) Ten (10) days of summer work at a per diem rate.* (*The work year for the above will be the teacher work year, plus five (5) days prior to the beginning of and five (5) days following the end of said teacher work year.)

   (d) The Coordinators shall be released during the school year for the equivalent of two (2) days per month curriculum monitoring.

2. Salary Schedule for the Special Subject Coordinators

   (a) Basic Salary: July 1, 2014 - $759.00

   (b) Five (5) days of summer work at a per diem rate.* *The work year for the Special Subject Coordinator will be the teacher work year, plus five (5) days of summer work as schedule by the Middle School Principal.

Position Differentials

	1-Jul-14 2.00% Position Differentials
Teacher of Special Classes	$781.00
Remedial Teacher	$314.00
*Adaptive PE (hired prior to 7/1/89)	$1,567.00
*Psychologist (hired prior to 7/1/89)	$1,567.00
*Diagnostic Technician (hired prior to 7/1/89)	$1,567.00
*Speech Therapist (hired prior to 7/1/89)	$1,567.00
*Elementary Counselor (hired prior to 7/1/89)	$1,567.00
*Social Worker (hired before 7/1/89	$1,567.00

*The indicated position differential will only apply to those employees hired in these positions prior to July 1, 1989.

It is understood by the Parties that the School Committee reserves the right to continue its study of the necessity of position differentials and upon completion of such study, to negotiate any needed changes with the cooperation of the Association prior to the expiration date of this Agreement.

Teachers of Special Classes

For purposes of this section, "Teachers of Special Classes" shall mean teachers certified in special education whose duties include one or more of the following tasks:

a) teach a group of eligible students in a self-contained (substantially separate) setting;

b) complete and submit alternate assessments to the Massachusetts DESE on behalf of eligible student(s);

c) chair IEP Team meetings and write Individualized Education Programs and Notices to Parents (Nl 's, N2's) for eligible students;

d) collect and analyze (graph) behavior data on a regular basis for eligible students; or

e) perform Functional Behavioral Assessments and develop in conjunction with the IEP Team Positive Behavior Intervention Plans on behalf of eligible students.

Teachers of Special Classes who teach part-time will receive a pro-rated portion of the stipend.

Guidance Counselors

The contractual work year for guidance counselors will be ten (10) days in addition to the work year for teachers. Compensation for this additional time will be in accordance with their basic salary.

Extracurricular Personnel

For those people who are full-time and part-time professional employees and nurses of the Greenfield School System (excluding all full-time administrative positions) who also serve the System in an extracurricular capacity, shall, while in that capacity, be covered by the following Articles of this Contract.

ARTICLE III
ARTICLE VII, Paragraph C
ARTICLE X, Paragraphs A, B, C, D, E, F, & G
ARTICLE XI
ARTICLE XVIII
ARTICLE XIX

It is understood that "extracurricular person (or personnel)" will be substituted for "teacher(s) in the above. Also the term "Professional will be deleted.

It is also agreed that the School Committee, at its discretion, will continue to be able to declare any position vacant. The listing of positions, in this Appendix, places no obligations on the School Committee to fill the positions or to retain the activity.

Coaches, with the exception of spring sports, shall receive notification by April 15th of their assignment for the following school year. Spring sports coaches shall be notified by July 1st. All coaches may elect to be paid one (1) sum at the conclusion of their season or bi-weekly during the salary year.

Those who desire to be paid bi-weekly must notify the Superintendent's Office prior to August 1st, in writing, and their compensation shall be made a part of the contractual annual salary for which they shall be liable for the complete fulfillment of their duties.

Coaches and Substitutes

No teacher who is a coach will be required to obtain his/her own classroom substitute if his/her coaching duties require that he/she be absent from school during an assigned time period. Determination of time required to be absent from class to perform coaching activities will be made by the Director of Athletics, subject to approval by the Superintendent of Schools.

Nurses (Summer Work) – The Superintendent shall determine the Nurses' summer schedule. Any additional days (at per-diem rate) will not exceed five (5) per nurse. The Superintendent will decide what work is to be done, who will do the work and when the work is to be done.

Music Director:
July 1, 2014 - $6,751.00

Joint Committee to review and revise proposed new language in Appendices B-D for 2014-2015. The Committee is open to adding extracurricular programs, including academic teams and clubs.

APPENDIX C

A joint committee comprised of representatives of both parties will propose revised language in Appendices B-D on or before March 1, 2016.

Coaches shall be paid once the Athletic Director confirms that they have completed all exit tasks.

July 1, 2014

	I Year	II Year	III Year	IV Year
	3-Jan	6-Apr	9-Jul	10 or more
Director of Athletics	$4,661	$5,085	$5,507	$5,930
Football				
Head Coach (Varsity)	$4,095	$4,521	$4,945	$5,365
Assistant (3)	$3,073	$3,390	$3,707	$4,025
Head Coach (7^{th} & 8^{th})	$2,458	$2,711	$2,966	$3,221
Assistant	$1,474	$1,627	$1,791	$1,933
Boys Basketball				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$3,073	$3,283
7^{th} & 8^{th}	$1,590	$1,718	$1,844	$1,971
Soccer (B & G)				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$3,073	$3,283
7^{th} & 8^{th}	$1,590	$1,718	$1,844	$1,971
Ice Hockey	$2,824	$3,108	$3,390	$3,672

Track (B & G)				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$2,995	$3,283
Golf	$1,554	$1,836	$2,119	$2,401
Cross Country (B & G)	$1,554	$1,836	$2,119	$2,401
Tennis (B & G)	$1,554	$1,836	$2,119	$2,401
Wrestling	$3,533	$3,813	$4,095	$4,589
Skiing (B & G)	$1,554	$1,836	$2,119	$2,401
Girls Basketball				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$3,073	$3,283
7th & 8th	$1,590	$1,718	$1,844	$1,971
Softball				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$3,073	$3,283
7th & 8th	$1,590	$1,718	$1,844	$1,971
Field Hockey				
Head Coach	$3,108	$3,390	$3,672	$3,957
Assistant	$2,331	$2,542	$2,755	$2,966
7th & 8th	$1,590	$1,718	$1,844	$1,971
Volleyball	$2,542	$2,824	$3,108	$3,390
JV Volleyball	$1,908	$2,119	$2,332	$2,542
Cheering Advisor – H.S.	$2,824	$3,108	$3,390	$3,672

Cheering Advisor – M.S.	$1,694	$1,836	$1,978	$2,119
Intramural Coordinator	$1,413	$1,554	$1,694	$1,836
Intramural Supervisor	$466	$466	$466	$466
Baseball				
Head Coach	$3,533	$3,813	$4,095	$4,589
Assistant	$2,649	$2,859	$3,073	$3,283
7th & 8th	$1,590	$1,718	$1,844	$1,971

APPENDIX D

A joint committee comprised of representatives of both parties will propose revised language in Appendices B-D on or before March 1, 2016.

*Salary Schedule for Extracurricular Activities**

ACTIVITY	2014-2015 2%
High School	
School Play	3,075
Stage Director	2,365
French Club	591
Spanish	591
Student Government	3,904
Class Advisors	
9th Grade	1,183
10th Grade	1,420
11th Grade	2,129
12th Grade	3,194
National Honor Society	1,774
Key Club	2,248
Renaissance Program	1,065
Science Fair Coordinator	710
Science Fair Advisor (4)	2,129
Student Account	3,463
Middle School	
Student Council	1,420
Yearbook	1,420
School Store	473
National Honor Society	710
Stage Director (School only)	473
Class Advisors	
6th Grade	710
7th Grade	946
8th Grade	1,420
Play Director	1,420
Band Director	591
Chorus Director	591
Student Account	2,307

APPENDIX E
EDUCATOR EVALUATION

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1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

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

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

B) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, remedial teachers, teachers of special classes, adaptive physical education teachers, psychologists, diagnostic technicians, social workers, adjustment counselors, librarians, extra-curricular staff, reading specialists, and some special education teachers.

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional

practice, including unannounced observations of practice of at least ten (10) to fifteen (15) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) ***District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, District/School Goals and Grade/Course Exit Competencies, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments, district-developed pre and post unit assessments, grade/course exit competencies and course assessments, and culminating student projects.

F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 60 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

H) ***ESE**: The Massachusetts Department of Elementary and Secondary Education.

I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the

"formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) ***Evaluator**: Any person designated by a superintendent who is certified as an administrator and has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

Part-time teacher/administrators may, in addition to the Primary Evaluators, conduct observations, develop Developing Educator and Directed Growth Plans with Educators, regarding Educators on Developing Educator, Self-Directed Growth, and Directed Growth Plans, but not to include Educators on Improvement Plans. Part-time teachers/administrators shall not conduct evaluations nor make recommendations on evaluations.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. In the absence of such notification, the default evaluator shall be the building principal.

K) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

M) ***Family**: Includes students, parents, legal guardians, foster parents, or primary caregivers.

N) ***Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, and School/District-wide goals, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. Should the Educator and Evaluator not be able to agree on a goal after thirty (30) days the Superintendent shall determine the goal.

Q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

S) **New Assignment**: An Educator with PTS shall be considered in a new assignment when teaching under a different license.

T) ***Observation**: A data gathering process that includes notes and judgments made during one (1) or more classroom or worksite visit(s) of at least ten (10) to fifteen (15) minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person except that, at a teacher's initiative, one (1) observation may be submitted by video or no more than ten (10) to fifteen (15) minutes. These video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite

observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building, and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator are not observations as defined in this Article unless tied to a pattern that takes multiple visits to establish.

U) **Parties**: The parties to this agreement are the Greenfield School Committee and the Greenfield Education Association.

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

- Exemplary: The Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

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

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

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

- Beginning with the 2013 – 2014 school year, all Educators shall be rated Proficient except educators new to the School District or newly reassigned and educators who were renewed with reservations.

W) ***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.

X) ***Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Y) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined

measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

Z) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four (4) Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

AA) ***Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

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

BB) ***Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

CC) ***Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

DD) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

EE) ***Trends in student learning**: For PTS Educators, data from any two (2) school years during which the teacher was employed from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate, or low.

3) **Evidence Used in Evaluations**

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 District/School goals and grade/course competencies and are comparable within grades or subjects in a school or academy;

ii) At least two (2) district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required;

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan; and

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility as defined by the District or State or Federal laws, regulations or protocols.

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

i) Unannounced observations of practice of at least ten (10) to fifteen (15) minutes.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

v) Examination of Educator planning, timing/time management, and interactions which promote learning.

C) Evidence relevant to one (1) 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; and

(b) Evidence of active outreach to and engagement with families.

vi) Evidence of progress towards professional practice goal(s);

vii) Evidence of progress toward student learning outcomes goal(s); and

iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an

explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st, all Educators shall complete a professional learning activity related to self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity related to self-assessment and goal-setting within weeks of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

C) The Superintendent will work with the Association and the joint labor-management committee (see Section 26) to determine an effective means of providing the training.

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year. The participants will evaluate the effectiveness of the training and aggregate data will be provided to the joint-labor management committee.

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

A) Completing the Self-Assessment

i) Beginning with the 2013 – 2014 school year the evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal setting process, school and/or district leaders will provide educators with assessment information and copies of the school and/or district goals.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

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

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, by administrators, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

i) The Educator shall have at least **one** announced observation during the school year using the protocol described in section 11B, below. The first observation shall take no later than December 1. If any of the criteria observed are unsatisfactory or need improvement the educator shall have an additional observation.

ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three unannounced observations during the school year.

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

A) The Educator whose overall rating is exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is proficient must have at least one unannounced observation per year.

C) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

D) 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 six (6) months or more, shall there be no fewer than two (2) announced and four (4) unannounced observations. For Improvement Plans of less than six (6) months, there must be no fewer than one (1) announced and two (2) unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by December 1st. Observations required by the Educator Plan should be completed by the 30th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation, but shall not rate an Educator on indicators that were not observed during an observation.

A) Unannounced Observations

i) Unannounced observations shall be in the form of partial or full-period classroom visitations of not less than ten (10) to fifteen (15) minutes.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. Whenever possible, the written feedback shall be delivered to the Educator in person. If not, the written feedback shall be placed in the Educator's mailbox or mailed to the their home.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of 30 minutes in duration in the area(s) determined to be unsatisfactory or needing improvement within 30 school days.

B) Announced Observations

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

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. If there is disagreement the decision shall be final.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within five (5) school days after the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify, and provide direction and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice of at least 30 calendar days to the Educator, the Educator shall provide to the Evaluator evidence of:

- Student learning goals
- Progress on attaining professional practice
- Fulfillment of professional responsibility and growth
- Family outreach and engagement

The Educator may provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and, whenever possible, delivered face-to-face. If not, a copy of the Formative Assessment shall be placed in the Educator's school mailbox or home.

G) The Educator may reply in writing to the Evaluator within five (5) school days of receiving the Report. The Educator's response shall become part of the Formative Evaluation.

H) The Educator shall sign the Formative Assessment Report within five (5) school days of receiving the Report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation Report near the end of the first year of the two (2) year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

B) The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each Performance Standard and overall, or both.

- 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 of 30 calendar days provided to the Educator, the Educator shall provide to the Evaluator evidence of:
- Student learning goals;
- Progress on attaining professional practice;
- Fulfillment of professional responsibility and growth; and
- Family outreach and engagement.

The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.

C) The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation Reports must be signed by the Evaluator and delivered face-to-face. If not, placed in the Educator's school mailbox.

D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.

E) The Educator may reply in writing to the Formative Evaluation Report within five (5) school days of receiving the Report and this shall become part of the Formative Evaluation Report.

F) The Educator shall sign the Formative Evaluation Report within five (5) school days of receiving the Report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

G) As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan.

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.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one (1) or two (2) year Educator Plan, the Summative Report must be written and provided to the Educator by April 15th.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating. In cases where the Superintendent serves as the primary evaluator, the Superintendent's decision on the rating shall not be subject to review.

E) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment, and the Teaching All Students Standards of Effective Teaching Practice.

G) No less than four (4) weeks before the due date for the Summative Evaluation Report, which due date shall be established by the Evaluator with written notice of at least six (6) weeks provided to the Educator, the Educator will provide to the Evaluator:

- evidence of family outreach and engagement;
- fulfillment of professional responsibility and growth; and
- progress on attaining professional practice and student learning goals.

The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.

H) The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall, whenever possible, deliver a signed copy of the Summative Evaluation Report to the Educator face-to-face. If not, the copy shall be placed in the Educator's school mailbox no later than April 15th.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur within one (1) week.

K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation Report.

L) The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

M) The Educator shall have the right to respond in writing to the Summative Evaluation which shall become part of the final Summative Evaluation Report.

N) A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

K) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

L) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one (1) goal for the improvement of the learning, growth, and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include, but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two (2) Year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A Formative Evaluation Report is completed at the end of Year One (1) and a Summative Evaluation Report at the end of Year Two (2).

B) A One (1) Year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plan: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than sixty (60) school days and no more than one (1) school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one (1) school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within one week of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) Upon the Educator's request, a representative of the Employee Organization/Association shall attend the meeting(s).

iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including, at a minimum, a mid-cycle Formative Assessment Report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include, minimally, the Supervising Evaluator; and

vii) Include the signatures of the Educator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1st. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative Rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative Rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	*September 15*
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	December 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	*February 15*
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	March 15*
Evaluator completes Summative Evaluation Report	April 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory Or one week after the report is complete	April 22*
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	April 22

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	April 15*of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	April 22**of Year 1*
Evaluator completes Summative Evaluation Report	April 15
Evaluator conducts Summative Evaluation Meeting, if any	April 22 of Year 2
Evaluator and Educator sign Summative Evaluation Report	April 22 of Year 2

B) Educators on Plans of Less than One Year

i) the timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan.

21) Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1st. The Principal's decision is subject to review and approval by the Superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two (2) years.

C) Educators with PTS whose Summative Performance Rating is exemplary and, after 2013-2014 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the District through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that fifty (50%) percent of more of Educators in the District will be evaluated under the new procedures in school year 2013 -2014, and fifty (50%) percent or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a One (1) year Self-directed Growth Plan and the second fifty (50) percent shall be on a Two (2) year Plan.

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

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents, or other staff, except in the unusual circumstance where the Evaluator concludes that she/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall Summative Performance Rating of unsatisfactory, the Educator may meet with the Evaluator's Supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties.

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

G) Authorized contractual leave shall not be used to the Educator's detriment by the Evaluator in determining the Educator's performance under the Teacher Rubric IV-F-2.

SIDE LETTER:

2014 – 2015 High School Schedule

Notwithstanding any applicable provisions in the collective bargaining agreement, the parties agree that the below Friday High School schedule shall be followed for the 2014 – 2015 school year with the following understanding:

1. There will be no additional preparation or professional development required of teachers during or after the school day in order to implement the trial schedule and advisory period, nor shall it in any way affect the length of the work day.

2. Teachers at the High School will be provided with the opportunity to vote at the end of the school year on whether to retain the below schedule for school year 2015 – 2016 or revert to the schedule contained in the Collective Bargaining Agreement.

Friday Schedule

Start	**End**	**Length**	**Period**
7:45	8:24	39	1
8:28	9:07	39	2
9:11	9:50	39	3
9:54	10:33	39	4
10:37	11:16	40	Crew
11:20		28	1st lunch (5)
		28	2nd lunch (5)
	12:44	28	3rd lunch (5)
12:48	1:27	38	6
1:31	2:10	39	7