

*AGREEMENT*

*BETWEEN*

*THE FITCHBURG SCHOOL  
COMMITTEE*

*AND*

*THE FITCHBURG EDUCATION  
ASSOCIATION*

*UNIT A-TEACHERS*

*FITCHBURG, MASSACHUSETTS*

JULY 1, 2024 THROUGH JUNE 30, 2027

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# AGREEMENT

This Agreement is made and entered into as of the 1<sup>st</sup> day of July 2024, by and between the School Committee of the City of Fitchburg (hereinafter referred to as the “Committee”) and the Fitchburg Education Association, Unit A, (hereinafter referred to as the “Association”).

## ARTICLE I DEFINITION OF THE UNIT A EMPLOYEES

### SECTION 1

- A. It is understood and agreed that the Committee, acting in accordance with the authority of Section 4 of Chapter 150-E of the Massachusetts General Laws, has recognized the Association as the exclusive representative for purposes of collective bargaining of the City of Fitchburg School Department employee unit identified as follows:

All teaching personnel, including those who are grant-funded, employed by the Fitchburg School Committee who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, Team leaders, certified in-school suspension personnel, guidance counselors, hearing and speech therapists, speech and language pathologists, occupational therapists, physical therapists, integration specialists, psychologists, adjustment counselors, social workers, ETLs, behavioral specialists, autism specialists, inclusion specialists, clinical interventionists, college and career readiness coordinators, and academic coaches.

- B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "Teachers."
- C. Excluded from the unit, the Superintendent, Assistant Superintendents, business manager, Principals, Assistant Principals, permanent substitutes, day to day substitutes, program managers and directors and all other employees of the Municipal Employer who do not have direct contact with students.

### SECTION 2

The Committee agrees not to negotiate with any teachers' organization, teacher, or group of teachers, other than that designated as the exclusive bargaining agent pursuant to Chapter 150E with regard to wages, hours and conditions of employment of teachers covered by this Agreement.

### SECTION 3-SCOPE

- A. If any part of this contract is judged illegal, all other parts will remain in effect. In the event that any Article or Section is held invalid or enforcement or compliance with has been restrained, the parties shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- B. Nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the School Committee and the Superintendent by statute or rule or regulation of the Commonwealth.

- C. The Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that relations between them shall be governed by the terms of this Agreement. No prior agreement or agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of neither the Committee nor the Association shall be under any obligation to discuss any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.
- D. To the extent that any provision of this agreement is in direct conflict with any current Rule or Regulation of the School Committee, the provision of this Agreement shall prevail. However, unless provided otherwise by MGL Chapter 150E Section 7, if there is any conflict between state or federal statutes, including but not limited to MGL Chapter 71 and this agreement, the statutory provisions shall prevail.

## **ARTICLE II**

### **RIGHTS OF ASSOCIATION-DEDUCTIONS**

#### **SECTION 1**

There shall be no discrimination, interference, restraint or coercion by the School Committee, the Education Association or their respective agents against any teacher because of membership or non-membership in the Association.

The services of the Fitchburg Education Association in the capacity of bargaining agent will be available to all professional employees in the unit covered by this Agreement who are eligible for membership in the Association. Although membership in the Association is encouraged, no professional employee shall be required to join the Fitchburg Education Association.

#### **SECTION 2**

The Committee agrees that in accordance with the provision of Chapter 180, Section 17(c) of the General Laws of Massachusetts, it will request the City Treasurer to deduct all membership dues from the salaries of its teachers, who have voluntarily submitted a written authorization in the form set forth below.

The amount so deducted will be remitted in accordance with such authorization to the Fitchburg Education Association for disbursement to the respective organizations.

The Committee will incur no liability for loss of dues monies after properly depositing the same addressed to the Association in the United States mail.

**DUES AUTHORIZATION CARD**

To: Fitchburg School Committee  
Fitchburg, Massachusetts

I hereby request and authorize the Fitchburg School Committee to direct the City Treasurer to deduct from my earnings and transmit to the Association (as seen on page 3) an amount sufficient to provide for the regular payment of membership dues as certified by each such Association in bi-monthly payments.

This authorization shall remain in effect 1) until the termination of the Agreement between the Committee and the Association providing for such deductions, or 2) my written revocation of this authorization, which shall become effective sixty (60) days after of such revocation by the Superintendent of Schools and the President of the Fitchburg Education Association.

I hereby waive all rights and claim for said money so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers and agents from any liability thereof.

Fitchburg Education Association ( )

Massachusetts Teachers Association ( )

National Education Association ( )

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION 3**

Prior to September 15, the Fitchburg Education Association will certify to the City Treasurer in writing the rate of membership dues for each organization for the year.

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

**SECTION 4**

The Committee also agrees to request the City Treasurer withhold payroll deductions for savings bonds for those teachers who so authorize him.

**SECTION 5-GROUP INSURANCE**

The city of Fitchburg, having accepted Chapter 32B section 19 of the Massachusetts General Law, will provide insurance products to all unit members according to the terms of the Public Employee Committee agreement negotiated with the city. Employees must complete the Health Insurance Responsibility Disclosure form with human resources by October 15 annually if they elect not to be covered.

## **SECTION 6–PRE-TAX INSURANCE DEDUCTIONS**

Teachers shall be able to make payments for health insurance, group life insurance, long-term disability and other forms of insurance (where appropriate) with pre-tax earnings, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.

## **SECTION 7–ANNUITY PLAN**

The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B and the policies of the Fitchburg City Treasurer. The current policy allows payroll deduction for one annuity company per person. Employees must be enrolled in a specific annuity in order for it to qualify for payroll deduction.

## **SECTION 8–DISCONTINUATION OF PAYROLL DEDUCTIONS**

Any teacher desiring to have the Committee discontinue deductions he has previously authorized must give the City Treasurer thirty (30) days advance written notice.

# **ARTICLE III** **RIGHTS OF THE COMMITTEE**

The Committee is a public body established under and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representative of the citizens of Fitchburg charged with the responsibility of education in, and the efficient and economical operation of the Fitchburg School System, it is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Fitchburg.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement, and except as modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance-arbitration proceeding.

# **ARTICLE IV** **GRIEVANCES**

## **SECTION 1**

For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by a teacher in the unit or the Association covered by this Agreement that 1) s/he has been subject to a specific violation of a specific provision of this Agreement, or 2) has been subject to an unfair or discriminatory act contrary to established policy or practice specifically approved by the School Committee.

When filing a grievance, the teacher must state in writing the specific provision of the

Agreement which is alleged to have been violated and is being grieved.

## **SECTION 2**

The purpose of this procedure is to resolve, at the lowest possible administrative level, grievances as herein defined. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

## **SECTION 3**

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

## **SECTION 4**

Every teacher shall have the right to bring matters of personal concern, or grievances as herein defined to the attention of the appropriate officials.

Nothing contained in this Agreement shall be construed to prevent any teacher or group of teachers, not acting on behalf of any employee organization or representing anyone but themselves, from at any time discussing any problem with any of their supervisors, the School Committee, or other representatives of the School Committee without the previous consent of the Association. In doing so, the teacher shall proceed through the appropriate levels of jurisdiction. No action taken by said supervisors, School Committee, or its representatives as a result of such discussion shall be the subject of a grievance or otherwise legally contested by said Association unless such action is in specific and direct contravention of a provision of this Agreement. The Association will be notified and have a right to attend any such session above the level of Principal.

Any teacher covered by this Agreement may present individually, their grievance without representation by the Association, provided that with respect to any grievance above Level 1, the Association shall be given timely notice of the grievance's presentation at such steps and shall have opportunity to be heard on the grievance before its disposition. The Association shall, within the five (5) school days next following receipt of such notice, advise the Superintendent of its desire to be so heard.

## **SECTION 5**

Any party in interest (i.e. the person or persons, including the Association, making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim) may be represented at all stages of the grievance procedure by a person of their own choosing except that s/he may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliates. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## **SECTION 6**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts that occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article.

## **SECTION 7**

If, at the end of twenty-one (21) school days next following the occurrence of any grievance, the grievance shall not have been presented in writing at Level 1 set forth below, the grievance shall be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore in this Article.

## **SECTION 8**

Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions set forth below.

### Level 1

The teacher shall present the written grievance to their school Principal during their non-teaching hours. The Principal shall give their answer in writing within ten (10) school days. If the grievance is not satisfactorily settled at this step, it may

### Level 2

be reduced to writing by the teacher fifteen (15) school days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent and/or their designee and the teacher, and if the teacher so elects, the President of the Association or their designee, shall meet to discuss the grievance within ten (10) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. In the event the Superintendent (or the Committee) elects to hold a grievance session during working hours, the grievant, or parties in interest (including witnesses or representatives), will not have pay deducted for time so spent during school hours. The Superintendent or their designated representative shall give their written answer to the grievance within ten (10) school days following the conclusion of the meeting. All grievances at Level 2 shall be assigned an appropriate code number by the Association to facilitate proper processing at each level of the grievance procedure. If the grievance is not satisfactorily settled at this step, it may

### Level 3

be appealed in writing within fifteen (15) school days after receipt of the written answer of the Superintendent by the teacher to the School Committee. The School Committee or its designated representatives and the teacher and if the teacher so elects, counsel and/or authorized representatives of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) school days, at a time mutually agreed upon between the Chairman of the School Committee and the President of the Fitchburg Education Association. Either party reserves the right to have such resource persons present at the hearing; but if any person or persons who are not members of the bargaining unit are to represent the teacher at this meeting, the School Committee and the Association will be informed in writing of the names and titles of such person or persons three (3) school days prior to the meeting. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours. If the Committee plans to have counsel or a person not in the employ of the School Department present, it will so notify the teacher or the Association in writing three (3) school days before the hearing.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Level 4

be appealed to arbitration by written notice of such intention to appeal within twenty (20) school days after the receipt of the written answer under Level 3. No matter will be referred to arbitration without the approval of the Association. This appeal to arbitration shall be in accordance with the procedures and conditions set forth in Article V (Arbitration).

### **SECTION 9**

All grievances involving decisions outside the realm of the responsibility of the building Principal or Principals and which affect a group of teachers, may be submitted by the Association at Level 2 of the procedure within twenty-one (21) school days following the occurrence of the grievance.

A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the specific grievance shall be considered settled without prejudice to any other case.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

## **ARTICLE V** **ARBITRATION**

### **SECTION 1**

In the event either party elects to submit a grievance to arbitration, the party demanding arbitration shall, within ten (10) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

### **SECTION 2**

The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation that the Committee may legally undertake and in no event shall any present or future member of the Committee have any personal obligation for payment under the provisions of this Agreement.

### **SECTION 3**

The arbitrator's award shall be in writing and shall set forth their findings of fact with reasoning and conclusions. He shall arrive at their decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement and in reaching their decision shall interpret the Agreement in accordance with the commonly

accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

#### **SECTION 4**

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

### **ARTICLE VI** **CONTINUITY OF EMPLOYMENT**

#### **SECTION 1**

In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members individually and collectively agree for the term hereof that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence, refusal to perform assigned duties or other illegal activities directed against the Fitchburg School System.

#### **SECTION 2**

If the Association disclaims such activities publicly, and in writing to the Superintendent, and advises the individuals concerned that the activity is illegal and in violation of this Agreement and instructs them to cease such activities, it will not be liable in any way therein.

#### **SECTION 3**

Teachers who participate in any such activities may be disciplined or discharged as the Superintendent in their judgment deems proper and said discipline shall be final and binding on the parties affected thereby and not subject to arbitration, provided that an issue of fact as to whether an individual engaged in such activities may be made the subject of the grievance and arbitration procedure.

#### **SECTION 4**

In connection with any negotiations for a successor agreement said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referred to the mediation, fact finding or other statutory impasse procedure provided by law.

### **ARTICLE VII** **TEACHING ASSIGNMENTS AND TRANSFERS**

#### **SECTION 1**

Each teacher within the Fitchburg School System will be provided with a copy of this Agreement by the Association. All teachers shall receive electronic access to information setting forth compensation due in accordance with the schedule included in the Collective Bargaining Agreement and any contractual changes.

## **SECTION 2**

Teachers (other than newly appointed teachers) will be notified of any change of programs from the prior school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than August 1.

Teachers who desire a transfer to another building are required to apply for any open position. If the Teacher holds the appropriate certification for the position, he/she shall be interviewed for the vacancy. As soon as practicable, and normally not any later than August 1, the Superintendent and/or their designee shall notify said teachers of the disposition of their request.

The wishes of the individual teacher in this respect will receive the fullest consideration but the instructional requirements of the school system and its students will be the controlling factor as decided by the Superintendent. The teacher may request a meeting with the Superintendent; however, the Superintendent's decision is final.

## **SECTION 3**

In order to ensure that students are taught by highly qualified teachers, no teacher will be assigned outside of their licensed area(s) except for good cause. Any such assignment will be temporary.

When involuntary transfers are necessary, the area in which the teacher is licensed and the quality of teaching performance will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to comparable positions as far as is reasonably possible.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or their designee, at which time the teacher will be notified of the reasons for the transfer. The decision on all transfers rests with the Superintendent of Schools. If the individual so desires, their case will be reviewed by the Superintendent and the Executive Board of the Fitchburg Education Association.

When a teacher is transferred to a new school or grade, the School Department shall be responsible for the transfer of all curricular related materials, as determined by the administration, to the teacher's new location.

Before a teacher is assigned or transferred to a particular school, the Principal of the school in question will be consulted regarding said assignment or transfer.

## **SECTION 4**

To the extent practical, changes in grade assignment in the elementary schools will be voluntary.

## **SECTION 5**

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that their energy should be utilized, to the extent possible, to this end. Specific subjects involving non-teaching duties, while not grievances, may be discussed as they from time to time arise.

The Committee and the Association further acknowledge that the Academic Coach's primary responsibility, as members of Unit A, is to support and inform classroom instruction. Academic Coaches are not evaluators, and all feedback provided to other staff is considered informal and non-evaluative and to be given in private. Coaches conducting classroom visits accompanied by an administrator will be considered Learning Walks and adhere to the language in Appendix I. Only administrators can initiate formal visits for the purposes of evaluation and administrators will not ask coaches to do this on their behalf.

## **ARTICLE VIII** **VACANCIES**

### **SECTION 1**

All positions covered under this contract (professional, co-curricular, athletic and all other stipendiary positions) are postable positions. Professional positions will be posted whenever there is a vacancy due to retirement, resignation, promotion or the creation of a new position. All stipendiary positions are one year appointments and will be posted annually.

Postable positions shall be publicized by a notice posted during the school year electronically for fifteen (15) calendar days in advance of filling such positions. Notice will be sent electronically to the FEA president. Such notice shall clearly set forth the specific qualifications and compensation for the position and the date by which application shall be filed with the Superintendent or their designee.

The filling of such postable positions is, by law, the sole responsibility of the Administration, and the administration shall give current qualified employees of the district priority over outside applicants if equally or more qualified when filling these positions.

### **SECTION 2**

Such promotions, as well as transfers under Article VII, shall be based upon the Administration's judgment as to what will serve the best interest of the students; and the Administration will consider knowledge, ability, skill, efficiency, length of service in the Fitchburg School System, attendance, character and personality of the applicants.

Such vacancies shall be filled by the applicant within the Fitchburg School System only if the above factors, when combined with their education, qualification, experience and potential for the position, are in the opinion of the Administration equal to those of any other applicants.

It is recognized that the final decision as to whether or not transfers are made must rest solely with the Superintendent.

All applicants will be notified promptly of the disposition of their applications in writing from the Superintendent.

### **SECTION 3**

Nothing in this Agreement shall prevent the Superintendent from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments as provided in this Agreement. Except in extraordinary circumstances, the maximum time of this temporary appointment shall not extend beyond June 30 of the school year in which he or she was appointed. Time spent in such acting appointments shall not be regarded as evidence of superior qualifications for the position.

#### **SECTION 4**

All teacher openings in the summer school or adult education programs or for teaching positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible in writing.

#### **SECTION 5**

Teaching positions in the Fitchburg Summer School, Adult Education Programs and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Fitchburg School System and/or teachers teaching under the Federal programs with the Fitchburg School System, where in the opinion of the Superintendent, those teachers possess qualifications equal to those of candidates outside the school system.

Summer positions at the elementary level will first be filled by qualified elementary teachers before considering non-elementary teachers. The same procedure will be followed on the secondary level within the field of certification.

### **ARTICLE IX** **TEACHER EVALUATION**

#### **SECTION 1**

Refer to Appendix 1 for FPS Educator Evaluation document.

#### **SECTION 2**

In accordance with G.L. c. 149, §52C, any Unit Member shall have access to their personnel file during school department hours, provided they schedule an appointment at least 24 hours in advance, at a mutually agreeable time. No material derogatory to a Unit Member's conduct, service, character, or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and their response shall be attached to the file copy.

All documents, records and evaluative instruments used to determine a reduction in force of a teacher (Article XXV), shall be brought to the attention of such teacher in timely fashion. A copy shall be provided to the teacher, and if the teacher requests, a copy shall be placed in their personnel file. In every case, a teacher shall be informed in writing no later than fifteen (15) calendar days prior to presentation of such information to the Committee.

#### **SECTION 3**

The Association recognizes the authority and responsibility of the Principal and their supervisory level designee for maintaining the highest possible level of total job performance by their own teachers, including, therein, the authority and responsibility for disciplining or reprimanding teachers for delinquency in total job performance. Said disciplining or reprimanding shall be done in private.

If a teacher is to be disciplined, subject to investigation, or reprimanded by a member of the administration, they will be entitled to have a representative of the Association present per their Weingarten Rights.

#### **SECTION 4**

No teacher with professional status will be dismissed, disciplined, reprimanded, reduced in rank or compensation, without just cause. Nothing in this section shall in any way inhibit or diminish the authority granted the Superintendent by statute.

### **ARTICLE X** **USE OF SCHOOL FACILITIES**

#### **SECTION 1**

Priority for the use of school facilities will be given to school functions.

#### **SECTION 2**

The general policy of the Fitchburg School Committee is to permit the use of school buildings for educational, recreational and civic purposes in so far as is practical to do so without interference to regular school activities. Nothing in this Agreement should be construed as denying the broadest use of these public facilities to the citizens of the community.

#### **SECTION 3**

Subject to the foregoing, the Association will have the privilege of using school buildings without cost at reasonable times for meetings or elections. Request for such use will be made to the Superintendent, and the Principal of the building in question will be notified in advance of the time and place of all such meetings. The Association may request the use of a secondary school athletic facility and equipment without cost one evening each week. The regular procedure or application for use of school buildings must be followed. In the event that additional custodial services are required, the Association shall bear the cost thereof.

Faculty members in individual schools may request, at no cost (during regular school hours the building is open and not otherwise scheduled), use of athletic facilities and equipment to conduct faculty athletic functions.

#### **SECTION 4**

Association notices may be posted on existing bulletin boards or places where notices are normally posted, either in faculty lounges or faculty lunchrooms, if such notice is signed by an authorized representative of the Association.

Copies of all such notices shall be limited to presenting factual data and in no event shall contain inflammatory language or intent.

The school email system may be used for notification.

#### **SECTION 5**

The Association may prepare, at no cost to the City, communications relating to the conduct of the business of the Association and may distribute those through the teachers' mailboxes to persons covered by this Agreement.

### **ARTICLE XI** **STAFF SUPPORT HEALTH AND SAFETY**

#### **SECTION 1**

Injury Reporting: Staff members will immediately report, in writing, to the building principal or

their immediate supervisor when they are injured in the course of their work, including injuries sustained accidentally or in any cases of alleged assault and/or battery. An injured staff member will also seek appropriate medical attention. Should an injured staff member require medical attention beyond what is available in the building, they shall be given immediate release time to obtain medical treatment for the remainder of the work day without any reduction in their pay or their accrued sick time.

## **SECTION 2**

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

## **SECTION 3**

In case of personal injury to a teacher sustained as a result of and in the performance of their duties, the Superintendent's office will notify the Massachusetts Teachers' Retirement Board as required by General Laws, Chapter 32, Section 7, and will provide a copy of such notification to the teacher.

## **SECTION 4**

Worker's Compensation: Teachers who receive a personal injury arising out of and in the course of their employment are entitled to Workmen's Compensation benefits provided by the City of Fitchburg.

An employee who is injured due to an assault by a student in the course of their duties for which Workers' Compensation benefits are awarded shall have their Workers' Compensation benefits supplemented by the District, without charge to their sick leave accrual, such that the employee receives their base salary or wages for a period of up to 30 days. Thereafter, the employee may use their personal sick leave such that the employee receives their base salary or wages for a period of up to 30 days.

## **SECTION 5**

When covered by the Workmen's Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by General Laws, Chapter 152, Section 69, whereby such sick leave payments will be chargeable against accumulated sick leave and whereby the amount, when added to Workmen's Compensation benefits, does not exceed their full salary or wages.

In instances where accumulated sick leave is exhausted, the teacher will only receive the Workmen's Compensation benefits.

## **SECTION 6**

Unit members may send to the appropriate administrator those students whose actions are disruptive to their classroom instructional program. Should the student refuse to comply, the administrator shall be so notified, and appropriate action may be taken to remove the student from the immediate environment. The administrator may communicate with the unit member about the student's conduct and consequences as recorded in X2 and/or the teacher may consult with the administrator.

Students involved in a physical assault against a unit member shall be disciplined in accordance

with G.L. c. 71, section 37H and applicable provisions of the state student disciplinary regulations. Following a student assault covered by 37H, administration will create a safety plan and it will be implemented and discussed with appropriate staff before the student is returned to the classroom.

**SECTION 7**

Interpretation: The District will make available interpretation services, as necessary, to support non-classroom communication between bargaining unit members and parents, guardians and other caregivers, provided bargaining unit members must request these services at least one (1) week in advance except in urgent circumstances.

**SECTION 8**

Broken Item Reimbursement: The District will reimburse employees for:

- A. The replacement cost of any hearing aids, glasses, clothing or other personal property, damaged or destroyed as a result of an injury caused by a student assault or other work-based incident during the workday.
- B. Reimbursements under this provision shall be limited to fair market value for the item and will only be paid if there is no insurance coverage for the employee's loss. Cell phones will ONLY be reimbursed for a maximum of \$500 and ONLY in instances where staff were using them for work duties.
- C. The maximum benefit to all FEA bargaining units under this provision shall be \$10,000 per fiscal year. Should the cost to the district reach \$6,000 in any one fiscal year, the parties shall meet to discuss the root causes of these expenses and potential solutions.
- D. The District may adopt procedures to implement this reimbursement benefit.

**SECTION 9**

Personal Protective Equipment (PPE): The District shall provide appropriate Personal Protective Equipment (PPE) to protect staff from reasonably foreseeable injuries based on their work assignment. Such PPE will be provided in advance of their assignment if reasonable. Employees are required to attend safety-related trainings during the school day as directed, and to follow de-escalation training protocols at all times. Any staff member may request appropriate PPE from their direct supervisor, who will prioritize ensuring staff and student safety in their procurement recommendation.

**SECTION 10**

Injury Prevention: If a staff member is injured at work, the District shall analyze the situation to determine if PPE would have prevented the issue and whether the situation is reasonably likely to reoccur. If so, the appropriate PPE shall be appropriated and supplied as soon as possible.

**ARTICLE XII**  
**WORK YEAR/WORK DAY**

**SECTION 1**

The Executive Board of the Fitchburg Education Association shall be consulted in the preparation of the annual school calendar. If any change is contemplated during the year, the Executive Board shall be consulted. It is acknowledged that the final decision in this regard

must rest with the School Committee.

## **SECTION 2**

Except in extraordinary circumstances, the work year for members of the bargaining unit covered by this agreement (other than those who may be required to attend pre-school orientation sessions), will begin no earlier than the last week of August and terminate no later than June 30th.

The work year for teachers will be 186.5 days. Beginning in the 2025-2026 school year, the School Year shall be reduced to 185.5 days.

The school year for students, exclusive of storm days, will be no more than 180 days unless the State Board of Education shall require additional days.

Five of the remaining work days will be scheduled throughout the year as professional development days. The remaining half day will be completed asynchronously prior to the commencement of the student year.

On the opening day of school for teachers, subsequent to the Superintendent's remarks any guest speaker, programs, professional development and/or any building based or departmental meetings, unit members will be granted four (4) consecutive hours to prepare their classrooms at a time designated by the building principal.

If the State Board of Education should require and increase the length of the school year, all members of the bargaining unit shall receive their per diem rate of pay for each day beyond 180 days.

## **SECTION 3**

It is acknowledged by both parties that the duties and responsibilities of a teacher in terms of the demands of their profession do not permit prescribed limitations of time. Preparation, evaluation and visitation, as well as other related activities, must be carried on to ensure quality performance. Accordingly, the standards set forth below are only minimum standards and are not to be construed as illustrative or even recommended for the true performance of professional duties.

## **SECTION 4**

Elementary and middle schools will meet the State 900 hours minimum requirement for each individual student and the high school will meet the 990 hours.

Early release days allow for a 15 minute transition and the remainder of the regular length school day will be used for professional development. Professional staff and administration will develop school-based professional development jointly with final approval by the building Principal.

The Preschool Teachers will work the contracted number of days and hours as set forth in this Article. The preschool student time will run four days a week with AM and PM sessions. The preschool school hours will run within a 30 minute alignment to the school in which the classroom is located. The preschool teachers will have one full contract day per full week to test students, attend IEP meetings and preparation time. The Director of Pupil services and/or the Early Childhood Team chair will be allowed to call a one-hour meeting once a month with

72 hours' notice. If the preschool calendar for the school year runs less than 180 student days the preschool teachers will be involved in preschool screening or professional development in order to complete the full days of the current contract.

It is recognized that during the terms of this Agreement, the Superintendent may change the starting and dismissal times for the students in the various schools if such action is required by an energy crisis or other conditions beyond the control of the School Committee. However, such changes, while affecting starting and dismissal times, shall not exceed the time requirements as stipulated in the above paragraph, unless required by law. Prior to instituting such changes, the Association will be notified and provided with an explanation for the reasons involved.

All teachers will be in their respective schools five (5) minutes before starting time and may leave five (5) minutes after, providing they don't have any duties or responsibilities as determined annually by the Principal, following consultation with FEA building leadership. Such duties shall be equitably assigned at each Elementary and Middle School among Unit A members. The impact will be as minimally invasive as possible. Staff who are responsible for Medicaid billing will do so in lieu of an assigned duty.

Assigned duties are supervisory in nature. Teachers are not expected to plan, assess, evaluate or instruct during duties assigned outside of the normal school operating hours. Duties will not be scheduled for more than 20 minutes in length (inclusive of contractual obligations).

Building Principals (or designees) may require attendance at Faculty Meetings no more than four (4) times per year, and for no longer than one (1) hour per meeting. Teachers will be notified at least two weeks in advance of the meeting. Preschool staff may be asked to attend district-wide preschool meetings in lieu of building meetings up to two (2) times per year.

Teachers may leave at dismissal time Friday and the day before a holiday or vacation, provided their professional duties are completed.

<b>School</b>	<b>Start Time</b>	<b>Dismissal</b>	<b>Early Release</b>	<b>PD Early Release</b>
<b>FHS</b>	7:30	2:05	11:05	11:20-2:05
<b>Memorial</b>	7:30	1:50	10:50	11:05-1:50
<b>Longsjö</b>	8:05	2:25	11:25	11:40-2:25
<b>South St.</b>	8:20	2:40	11:40	11:55-2:40
<b>Crocker</b>	9:05	3:25	12:25	12:40-3:25
<b>Reingold</b>	9:05	3:25	12:25	12:40-3:25
<b>McKay</b>	9:05	3:25	12:25	12:40-3:25
<b>Goodrich</b>	12:15	7:25	*	*

## **SECTION 5**

Beginning in the 2025-2026 school year: Unit A staff will be required to participate in one (1) hour of non-instructional, staff-led time before or after the regular workday to collaborate with their colleagues in support of continuous improvement of educational practices among all Unit A staff.

This time will occur two (2) times per month, but only one (1) time per month in December, February, April, and June for a total of sixteen (16) sessions. The schedule for this time will be set by the building principal no later than September 1st of each school year, after conferring with Association staff in the building and giving due weight to the needs articulated by the staff at said meeting. The time shall be the same for all Unit A staff on a building-by-building basis.

The schedule may be changed during the school year with 14 calendar days' notice to the staff. If the need for a change is unforeseeable, e.g. due to weather-related school closure, the additional time may be rescheduled on less than 14 calendar days' notice and may be carried forward to no later than the following month. Staff who regularly work at multiple buildings must attend sixteen (16) sessions and shall determine which building's sessions to attend on a session-by-session basis with the approval of their supervisor.

## **SECTION 6**

Professional personnel, other than classroom teachers, will work at their assigned tasks for at least the length of the regular teacher's workday. The exact daily schedule will be worked out on an individual basis, subject to the approval of the Superintendent of Schools. Personnel other than classroom teachers will have their work year established on an individual basis. Staff assigned to work in multiple buildings will not be assigned non-teaching duties in any of the buildings they report to, and their work day will be defined as six (6) hours and thirty-five (35) minutes.

Any Unit A employee, when directed or approved by the Superintendent or Building Administration, may be requested to work up to an additional twenty (20) when school is not in session, at their per diem rate. Scheduling of the additional days must be mutually agreed upon between the individual and the immediate supervisor. Work must be completed on days when school is not in session. Administration will notify staff of any requests to complete end of year summer work no later than June 1, and any requests for beginning of year work will be made with no less than three (3) weeks notice. There is not, nor has there ever been, a negotiated agreement between the parties to offer compensatory time in place of salary.

## **SECTION 7**

Attendance at evening meetings officially sponsored by the teacher's school (or the school with which the teacher is connected) is recommended. All elementary, middle and high school teachers are required to be in the building for the purpose of holding parent conferences/open houses for a maximum of six (6) hours per school year. The schedule for those hours will be determined by the building Principal and the Principal shall consult with FEA building leadership prior to establishing the schedule. These conferences can be held virtually at the request of the parent or guardian.

Teachers will be notified of all such meetings at least forty-eight (48) hours in advance, except in an emergency. The date for Parents' Night will be included in the school calendar. Necessary

changes will be made well in advance.

Exceptions to the provisions of this Section may be made only if the Superintendent of Schools determines it is necessary to do so in the best interest of the educational process. The Association will be notified of the reasons for each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level 3 thereof.

### **SECTION 8**

Building Principals at the middle schools and high school will provide a duty-free lunch period of not less than twenty (20) minutes for each teacher. At the elementary level, teachers will be provided with 250 minutes of duty-free lunch time during a two-week cycle. In emergencies, the paramount consideration must be given to the supervision of the students.

### **SECTION 9**

In addition to the aforementioned lunch time, elementary and middle school teachers will have a minimum of four hundred and fifty (450) minutes of instructional preparation time over a ten (10) day cycle. This ten day cycle will be defined by calendar upon commencement of the school year and will not be interrupted or rescheduled due to snow days or cancellations. No meetings, duties or other tasks will be assigned during the teacher's preparation time. However, administration may use up to one (1) of these preparation periods per week for PLC/Grade-Level meetings with forty-eight hours notice. A schedule of such PLC/Grade-Level meetings will be provided to staff at the beginning of the school year. One of these meetings per month may be used to attend IEP/504 Meetings. In the event that a snow day or cancellation affects one of these meetings, it will not be rescheduled (excluding IEP/504 meetings). In the event that a delay, late start, or otherwise compressed day affects one of these meetings, the building principal and building Association leaders will discuss whether to hold the meeting on a compressed day or cancel that week's meeting.

The high school will have a "7/Drop 1" schedule. High school teachers will be assigned no more than five (5) instructional classes daily with no less than one (1) preparation period daily. Out of the seven (7) periods, 5 will be instructional and 2 will be for teacher preparation. All preparation periods will be the full period and remain duty free. (With the exception of lunch coverage as stated below.) High school teachers will attend PLC meetings once per week except for the week that the PLC period is dropped and/or the week that they do not have a double preparation period. In addition, during each seven day cycle, up to thirty (30) minutes of prep time may be used to attend or to provide coverage for another teacher to attend IEP/504 Meetings. Efforts will be made to equitably schedule meetings during a teacher's double-prep days (recognizing the scheduling constraints of all students, guardians, administrators and other attendees, as well as the requirements of the law).

All FHS teachers will be required to provide lunch coverage in the cafeteria for one contiguous week. This will only take place during a double preparation period week. Teachers will provide lunch coverage for three out of the four lunches each day during their designated week.

Teachers will be given a schedule of lunch coverage prior to the first day of classes. In the event that a holiday, snow day or teacher absence affects this commitment, it will not be rescheduled.

Due to the increased caseload for every teacher at FHS, preparation periods, not including the

Professional Learning Circles, will be directed by teachers and will include various activities aligned to preparation of professional responsibilities.

Every effort will be made to ensure that teachers will have to prepare for only three (3) instructional courses. Deviations will be mutually agreed upon.

Other elements of the High School Schedule include:

### **Advisory Period**

A student Advisory program will be established to provide additional academic guidance to all students in grades 9-12. Each staff member will be assigned to work with up to 15 students around such topics as progress report review, report card review, attendance review, etc. during this 30 minute program that will take place periodically throughout the school year. A calendar will be issued prior to the start of the school year listing the advisory days, which will occur approximately once every two or three weeks. The calendar will also have an attached "sheet" that will provide advisors with instructions and suggestions for implementing the topic of the day. Teachers will not be responsible for preparing activities during advisory. On advisory days, the daily periods, including the teacher's preparation period, will be shortened by 10-12 minutes. Lunch will not be affected. Advisory days will fall equally across all days of the schedule. Guidance staff will not be assigned during this 30 minute block so that they are available to substitute for absent advisors and/or provide guidance topics to advisory groups around college search, career search and standardized assessment analysis etc.

The current schedule will be reviewed by the principal with a staff advisory group annually. Any recommended schedule changes that impact the contract will be negotiated by both parties. The school day for elementary and middle schools will be set at 380 minutes per day, and the school day for the high school will be set at 395 minutes with the instructional time for high school teachers being a minimum of 210 minutes to a maximum of 290 minutes dependent upon the day of the cycle. Instructional time means time during which a teacher is instructing, tutoring, or giving instructional aid to a student or a group of students.

This agreement supersedes any and all other language specific to the Fitchburg High School schedule.

### **SECTION 10**

Teacher participation in extra-curricular activities beyond the regular school day will be strictly voluntary and teachers will be compensated for all such participation in accordance with Schedules B and C. The enumeration of certain classes or types of extra-curricular duties set forth in Schedules B and C neither means that the Committee must continue these in existence nor is it intended to exclude payments for other extra-curricular duties not specifically included therein.

### **SECTION 11**

Instructional plans in electronic format and a marking system shall be kept by every teacher and be available at all times for supervisors' examination. A record of the mark for each marking period shall be turned into the school office by each teacher at the conclusion of the school year or at the time the teacher leaves the system, if prior to the conclusion of the school year.

### **SECTION 12**

The District shall determine what curriculum and technological processes are necessary for

employees to perform their duties, and shall provide access to such curriculum and technology necessary to use the technological processes. Further, the District will provide training to employees on such curriculum and technological processes as the District deems necessary. Teachers will be expected to utilize current portal and database programs and update gradebook, attendance, e-mail, and parent communication on a regular basis, relative to grade level, that offers parents timely access to student academic progress.

**ARTICLE XIII**  
**CLASS SIZE**

As facilities and staff become available, the Committee and the Association will work toward the following enrollment formula.

1. Elementary School

Kindergarten	20
First Grade	20
Second through Eighth Grade	20
2. Middle and Senior High Schools

Academic Subjects	25
Laboratories	25
Shop Classes	15
Art	20
Physical Education	30
Study Halls	35

**ARTICLE XIV**  
**SICK LEAVE**

**SECTION 1**

Teachers will be credited with fifteen (15) days of sick leave as of the first official day of school.

**SECTION 2**

All staff will have unlimited accumulation of sick days.

Extensions, with or without pay, beyond stated sick leave may be given in exceptional circumstances at the discretion of the Superintendent.

**SECTION 3**

In order to receive the benefits of this Article, the teacher must notify their Principal or immediate supervisor as promptly as possible when he or she will be unable to be present because of illness.

Requests for extended leave (in excess of five (5) days) made under this Article, whether original requests, extensions, or renewals, shall contain the anticipated length of the leave for which the request is made.

**SECTION 4**

Sick leave with pay is intended primarily to cover the employee's own incapacitation due to

sickness or injury, however up to 10 days annually may be used in order to attend to illnesses in the member's immediate family (as defined in Article XVI, 1). In cases where there has been an absence of five (5) or more consecutive days, the Superintendent of Schools may require a physician's certificate as to the necessity of an absence. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent. Employees on long term sick leave must provide the Office of Human Resources with supporting medical documentation every 45 calendar days and provide an estimated return to work date.

#### **SECTION 5**

Any teacher on professional status whose personal illness extends beyond the period compensated for above may be granted a leave of absence without pay up to a period of one year. Leaves of absence under this Section shall expire at the end of the school year in which the leave is granted.

Leaves of absence without pay or increment of up to one (1) school year may be granted to teachers of professional status 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.

#### **SECTION 6**

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment in Fitchburg (or elsewhere) will be allowed to any newly hired teacher or teacher rehired after a termination of service.

#### **SECTION 7**

The parties to this Agreement agree that State statutes and decisions of all Federal and State courts concerning medical leave will be applicable to this Agreement.

### **ARTICLE XV** **PERSONAL DAYS**

#### **SECTION 1**

It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and must therefore be held to an absolute minimum.

#### **SECTION 2**

In each school year, the teacher may obtain up to three (3) days leave for imperative personal business or legal or religious obligations, which cannot effectively be conducted outside of school hours. Any unused personal days will be rolled into sick leave balances at the end of each school year.

#### **SECTION 3**

Requests for such leave must be made in writing to the Principal/Director as early as possible and not less than forty-eight (48) hours before such absence occurs where possible. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks or the last two weeks of the school year without written approval of the Superintendent of Schools.

**ARTICLE XVI**  
**BEREAVEMENT LEAVE**

In the event of each case of death in the immediate family of a teacher, he/she will be granted, at their request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, and/or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, grandchild, parent, brother or sister, mother-in-law, father-in-law, grandparent, domestic partner, step-children, step-parents or relative living in the same household:  
Up to five (5) school days without loss of pay.
2. Death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew; or for loss of pregnancy:  
Up to three (3) days without loss of pay.

If extenuating circumstances exist, additional bereavement leave may be granted at the discretion of the Superintendent. Additional days will be charged to sick leave.

**ARTICLE XVII**  
**EDUCATIONAL LEAVE**

**SECTION 1**

Leaves of absence may be granted to teachers at the discretion of the Assistant Superintendent of Teaching and Learning for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The schools visited shall be subject to the approval of the Assistant Superintendent. Copies of the request shall be provided to the Principal. Written reports may be required by the Assistant Superintendent. Before taking such leave, advanced notice of ten (10) calendar days will be given to the Assistant Superintendent.

**SECTION 2**

The Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging or transportation) incurred by teachers who attend workshops, seminars, or other approved professional improvement sessions at the request and/or with the advance approval of the Superintendent of Schools. It may pay all or part of such expenses of teachers whose request to attend such courses it approves provided, however, that such travel and amount shall have been provided for and are expendable in the existing school department budget.

**SECTION 3**

Teachers requesting reimbursement from the Committee under this Section will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought for their approval in whole or in part.

**ARTICLE XVIII**  
**SABBATICAL LEAVE**

**SECTION 1**

A sabbatical leave of up to one (1) school year may be granted by the Superintendent for advance study or research to teachers who have complete seven (7) consecutive years of service in the Fitchburg system, where such experience would, in the opinion of the Superintendent, increase the teacher's professional ability.

**SECTION 2**

Personnel requesting such leave must submit their application in writing to the Superintendent of Schools no later than January 1 of the school year preceding the school year for which the leave is requested. Action shall be taken on all such requests as soon as possible and not later than April 15.

**SECTION 3**

No more than three (3) teachers will be absent on sabbatical leave at any one time during any school year.

**SECTION 4**

Successful applicants will receive a full year's leave at one-half of the salary to which they would have been entitled or one semester's leave at full pay, provided that amount, when coupled with any scholarship, grant or aid, shall not exceed the salary to which they would have been entitled.

**SECTION 5**

Before accepting a full year's sabbatical leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws, Chapter 71, Section 41A, to return to active service in the Fitchburg School Department for a period of at least twice the length of such leave. Before accepting a half year's sabbatical leave, the teacher shall enter into a written agreement to return to active service in the Fitchburg Public Schools for a period of at least three (3) times the length of the leave.

A teacher who does not fulfill this agreement shall have agreed in writing to pay the City the amount of the salary received by the sabbatical. The teacher may be released from such payment if their failure to serve twice the length of the leave is due to disability, death, or if he/she is discharged from their position by the Superintendent.

**SECTION 6**

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he or she would have attained had he or she remained in the school system, and shall be eligible for insurance benefits according to City policy while on leave.

**SECTION 7**

No teacher may reapply for a second sabbatical leave until he or she has completed seven (7) consecutive years since their last leave.

**SECTION 8**

Upon completion of the leave, the recipient shall submit a written report to the Superintendent containing transcripts of all college and university work done while on leave, together with any

other pertinent or interpretive material considered essential to an evaluation of their program.

### **SECTION 9**

While on leave, recipients shall not engage in full-time remunerative work (which they were not already performing prior to the leave) unless approved in writing by the Superintendent. The scholarships and fellowships in approved colleges and universities, which do not interfere with the prescribed program of professional improvement, are allowed.

### **SECTION 10**

In case the number of applicants shall exceed the number of sabbatical leaves of absence that the Superintendent plans to grant for a particular school year, sabbatical leaves will be granted by the Superintendent on the basis of the value of the proposed leave to the educational system of Fitchburg.

## **ARTICLE XIX** **MILITARY LEAVE**

### **SECTION 1**

The Committee will comply with all State and Federal statutes with respect to mandatory military leave of absence.

### **SECTION 2**

Teachers who are required to perform active duty for training will do so during the months of July or August except when the necessity of the Government makes other demands absolutely necessary.

In such instance, they will be granted necessary leave of up to seventeen (17) days per school year and will receive the difference between their regular pay and that which they receive from the State or Federal Government.

## **ARTICLE XX** **EXCHANGE TEACHER-PEACE CORPS-AMERICORPS**

### **SECTION 1**

A teacher on professional status may obtain a leave of absence without pay for up to two years to serve in the Peace Corps, Americorps, or as an exchange teacher.

### **SECTION 2**

Upon return from such leave, a teacher will be offered a position as reasonably comparable to the one occupied as is then available, and will be placed on the salary schedule at a step level s/he would have achieved had the individual remained actively employed in the system during the period of this leave.

### **SECTION 3**

All leaves will run for the entire school year. Applications for such leave must be submitted prior to April 1 of the calendar year in which such leave is to begin.

### **SECTION 4**

The teacher must notify the Superintendent of Schools, by registered or certified mail by April 1 of the year in which the leave is to expire, of their intention to return at the beginning of the

next school year. Failure to do so by this date may be considered a resignation from the Fitchburg Public Schools. In no instance may more than three (3) teachers in the system be absent on such leave at any one time.

## **ARTICLE XXI** **ASSOCIATION LEAVE**

### **SECTION 1**

Upon written notice of not less than ten (10) days, the Superintendent may approve a leave of absence, with or without pay, for such time as he or she deems reasonable for officers or delegates of the Association to attend the Massachusetts Teachers' Association or National Education Association conference and/or conventions. The expense of such trips shall be borne by the Association, the individual, the MTA or the NEA.

### **SECTION 2**

The Committee agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence, for up to one (1) year without pay, for the purpose of engaging in Association (local, state, national) activities on a full-time basis. 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.

### **SECTION 3**

The President of the Fitchburg Education Association shall not be assigned any non-teaching duties.

### **SECTION 4**

Release time with pay shall be granted to the Association's Public Employee Committee (PEC) Representative to represent teachers in scheduled PEC meetings. An advance notice of twenty-four (24) hours shall be submitted to the Superintendent whenever possible.

### **SECTION 5**

Whereas, the Fitchburg School Committee, the Administration of the Fitchburg Public Schools and the membership of the Fitchburg Education Association wish to work collaboratively to improve the education experience for all students, educators and other staff in the Fitchburg Public Schools; Administrative matters shall include collaboration with the district administration on district and union obligations related to DESE regulations and other activities related to fostering a stronger more collaborative relationship between the parties.

The Fitchburg School Committee, the Administration of the Fitchburg Public Schools and the Fitchburg Education Association agree that the Association president shall be assigned to 50% FPS work duties and 50% duties in the role of union president.

The Association shall reimburse the School Committee when invoiced for the actual cost of the salary paid by the School Committee to the staff member replacing the president yearly. In no circumstances will that invoice exceed 50% of the president's salary, as defined by their position on the salary grid. The president shall accrue seniority while serving under this section and shall retain a right of return to their former position at the end of their term of office. Should a president for some reason not complete their term of office they will not be able to resume their full time position until the following school year. The person who assumes the

duties of president will not be entitled to release time during the remainder of that school year unless granted by the Superintendent.

## **ARTICLE XXII** **OTHER LEAVES**

### **SECTION 1**

Additional leaves of absence with or without pay may be granted at the discretion of the Superintendent.

### **SECTION 2**

All benefits to which a teacher was entitled at the time any such leave commenced, including unused accumulated sick leave, will be restored to their account upon return from leave. It is recognized that no specific position can be held open during ANY leave; but, in all instances, every effort will be made to assign the teacher to a substantially equivalent position to the one held at the time the leave commenced.

### **SECTION 3**

The teacher on leave must notify the Superintendent via registered or certified mail by April 1 of their intention to return at the beginning of the next school year. Failure to notify the Superintendent of Schools by that day may be considered a resignation from the Fitchburg Public Schools. All requests for extensions or renewals of leave must be applied for in writing on or before March 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by April 15.

### **SECTION 4**

The Superintendent may, at their discretion, grant a leave of absence without pay or increment to any teacher of professional status to campaign for or serve in elected public office-or for such other purpose as the Superintendent deems appropriate under all existing circumstances.

### **SECTION 5**

Teachers who have been accepted at summer institutes or have received summer grants which require their attendance prior to the close of school, may be granted a leave of absence by the Superintendent of Schools. If such leave is granted, the teacher will receive the difference between their pay and that which was necessary to pay the substitute for the period involved. The Superintendent may approve full payment in cases he or she deems to be so required in the best interests of the school system.

### **SECTION 6**

The Committee will compensate teachers called to jury duty at their per diem rate of pay for the first three (3) days. If the teacher continues on jury duty longer than three (3) days, the employer will pay the teacher's per diem less court payment, exclusive of any mileage reimbursement, provided the employee furnishes appropriate evidence from the court of such service and has made every effort to schedule such service during a time schools are not in session.

### **SECTION 7**

Training will be provided to all teachers in the on-line time system. Once training has been provided, teachers will be expected to enter their leave time on a weekly basis.

**ARTICLE XXIII**  
**PARENTAL/CHILD REARING LEAVE**

**SECTION 1**

- A. An employee who is employed by the district for three (3) months is eligible for parental leave for the birth or adoption of a child in accordance with the provisions of General Laws, Chapter 149, Section 105D. A unit member is entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child. The first two weeks of leave under this article shall be paid in full without reduction of benefit days (sick or personal time).
- B. Any unit member who intends to apply for parental leave shall notify the building Principal and Office of Human Resources in writing as soon as reasonably practical or with no less than two (2) weeks' notice. As noted above, any unit member teacher shall be entitled to utilize up to two (2) weeks of parental leave without the loss of earned time. Such leave will commence with the date of the birth or placement of an adopted child in the home. Paid parental leave is valid for both birth parents and non-birth parents alike. Birth parents are afforded additional time for recovery and/or complications in accordance with the procedures set forth in Article XIV and any applicable state or federal statutes.
- C. All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of the leave for which the request is made. FPS recognizes that start dates in this instance may change, it is the expectation that changes to dates be made in writing and within a reasonable time frame.
- D. All requests for leave under this Article will be submitted with supporting medical documentation and/or court documents for adoption purposes. FMLA forms are available to download from [www.dol.gov](http://www.dol.gov) as well as the district website OR may be requested from the Office of Human Resources.
- E. The parties to this Agreement agree that State statutes and decisions of all Federal and State courts concerning parental leave will be applicable to this Agreement.
- F. Prior to returning to normal duties, the birth parent must submit a medical authorization to return to work.

**SECTION 2**

- A. Individuals who have completed at least one year in the Fitchburg School System may apply for a leave of absence without pay not to exceed one year, or impact upon more than one school year, for the purpose of "Child Rearing." Any request made pursuant to this section shall clearly state the inclusive dates of the leave requested and the date by which notice of return shall be given. Failure to return by the date identified and/or failure to notify of intention to return, shall constitute a resignation from the Fitchburg Public Schools.
- B. Absent emergency conditions, such leaves shall be requested by March 1 of the preceding year or at the time a parental leave is requested to extend such leave.

### **SECTION 3**

A. An employee returning from parental leave of absence will be placed on the current salary schedule at least at the step held prior to withdrawal and will be assigned to any school where a vacancy occurs in as comparable position as possible. In the event the employee has continued their duties under the contract through February 1 of the school year in which her leave is granted, he or she will be credited with a step on the salary schedule upon return from leave.

### **SECTION 4**

A. In exceptional cases, such as interrupted pregnancy, the teacher may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent.

\*Any provision of this Article found in non-compliance with present State or Federal Statutes shall be superseded by said State or Federal standards.

## **ARTICLE XXIV** **SALARIES-PROFESSIONAL DEVELOPMENT**

### **SECTION 1**

Subject to the provisions of this Article, the salary schedule of each teacher in the Fitchburg School System shall be as set forth in Schedule A or any subsequent amendment thereto.

### **SECTION 2**

The Superintendent shall set the initial salary step for each teacher entering or re-entering the Fitchburg School System giving due credit for previous experience working with school-age children in the field of hire (i.e. teaching experience for teacher hires, counseling experience for counselors, etc). Credit for military experience and for Peace Corps or Americorps work up to two (2) years may be given upon initial employment.

### **SECTION 3**

All persons on the teacher salary schedule will be paid in twenty-six equal installments with an option of withdrawing all earned monies in one lump sum on the last scheduled payroll of the fiscal year. A teacher who has earned PTS or expects to earn PTS next year must notify the Office of Human Resources prior to May 1 of their intention to change from one option to the other to be effective the following year. The option selected will be binding for the entire school year. All Non-PTS teachers will be paid in the lump sum.

All employees will be required to enroll in direct deposit.

### **SECTION 4**

It is the sole responsibility of each teacher to ensure that they remain licensed by the Department of Elementary and Secondary Education.

The Superintendent will provide courses and workshops that may be used to fulfill the requirements of relicensing as set forth in the Massachusetts Education Reform Act of 1993 and in the standards of *ESEA: No Child Left Behind* for "highly qualified" teachers. The Fitchburg Public School department will issue a professional development certificate for workshops or activities in accordance with the Recertification Guide issued by the Department of Education, 1994.

## **SECTION 5**

For purposes of advancement to the B+15 and the B+30, the Superintendent must approve courses that are not part of a Master's program.

For purposes of advancement to the M+15, M+30, M+45, and the M+60, all credits must be in graduate level courses and must be earned subsequent to the Master's degree, unless the courses are related to improving the educator's professional practice.

Undergraduate courses may be accepted for purposes of salary advancement only with the approval of the Superintendent prior to the course being taken.

In-service courses, provided by the school system, may be accepted for purposes of this Article only if they have approval of the Superintendent. Application for such approval must be made prior to the course being taken. Normally, this decision will be rendered within ten (10) days of the request. All postings announcing in-service workshops or courses will clearly state whether credit may be applied to salary advancement on the educational step. Courses or workshop credits shall be equivalent to 1/10 credit for each hour of the workshop or course.

The Fitchburg Public Schools may offer workshops or pay for enrollment in third party workshops or courses without obligation to issue in-service credit.

In no event shall the in-service credit to be applied to salary advancement exceed 15 credits (150 hours) during a five-year span.

Professional development workshops or courses provided or offered during the regular workday for which a teacher is being paid may not be used for advancement on the educational step. (The hours may be validated for PDP hours.)

Should any Unit A employee participate in FPS Sponsored Professional Development during the summer months and should the employee terminate their employment prior to the end of that calendar year, the employee shall reimburse the School District for the cost of the professional development.

## **SECTION 6**

Renewal of teachers will be made each year on or before June 15. The Superintendent may elect to place a teacher on professional status who has served for not less than one (1) year. Unless so appointed, the teacher shall achieve professional status after having satisfactorily served the requisite time in accordance with Massachusetts General Laws, Chapter 71, Section 41. Professional status teachers have a responsibility to maintain their license after achieving professional status.

## **SECTION 7**

Annual increments, as scheduled, will be granted each year effective on the first day of school to all teachers who have rendered satisfactory service. The question as to whether the Superintendent has just cause for withholding the increment of a teacher may be presented through the grievance procedure up to the level of School Committee.

## **SECTION 8**

Assignment to extra-curricular duties and positions is subject to annual reappointment by the

Superintendent of Schools.

### **SECTION 9**

Adjustments in the Salary Schedule's preparation scale shall be made twice a year- in the first paycheck of the school year and again on the 14th paycheck of the school year.

If a teacher expects to qualify to move to a new preparation scale in the salary schedule during the next school year, Human Resources must be notified in writing or by email on or before December 1 of the school year preceding the expected movement.

To receive the salary adjustment for the full year, all documentation that the course work and/or degree has been completed or received must be submitted on the form in Appendix VI prior to July 1. The salary adjustment will be brought about in the first pay period of the new school year.

If the material is not presented by July 1, it must be presented by Feb. 1st to go in for the 14<sup>th</sup> paycheck. To receive a salary adjustment for half the year, all documentation that the coursework and/or degree has been completed must be received by February 1. No salary schedule adjustments will be made after the 14<sup>th</sup> paycheck.

### **SECTION 10**

It is agreed that each teacher will be required to complete the Research for Better Teaching (RBT) program (or a similar program approved by the Superintendent) prior to completing their third (3rd) year of teaching in the Fitchburg Public Schools. Teachers will be expected to attend the RBT program (or the similar program) on their own time. It is agreed that for purposes of this section the RBT Program or any "similar program" will involve no more than thirty-seven and a half (37.5) hours of classes, and will be offered by the Fitchburg Public Schools at no cost to the participating teacher. Finally, it is agreed that teachers will receive credit for the course for purposes of progression on the salary schedule.

### **SECTION 11**

**IN-SERVICE PROFESSIONAL EDUCATION:** A joint District/Association committee shall be formed each year to recommend and plan professional development and to review and approve in-service education programs. The committee will be equally composed of District and Association members, chosen by their respective leadership. Staff members shall be encouraged to recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. The District agrees to explore the teacher-led "Ed-Camp" model for Professional Development.

### **SECTION 12**

#### **Tuition Reimbursement**

- A. For the duration of this contract, the Committee will maintain an annual minimum tuition reimbursement pool in the amount of \$35,000 fiscal year.
- B. Teachers who take graduate level courses from an accredited institution in the area of licensure that support the teacher's primary teaching responsibility, board certification courses directly related to their teaching assignment, or courses clearly related to a teacher's individual professional development plan shall be entitled to reimbursement in the amount up to \$700.00. Courses must be accepted for degree credit by the institution awarding the credits. Self-paced courses must be completed within the fiscal year in

which they are approved.

- C. Requests for tuition reimbursement under this section must be submitted to the Assistant Superintendent of Teaching and Learning for approval.
- D. Request for tuition reimbursement and subsequent approval by the Assistant Superintendent must be made prior to the start of the coursework.
- E. Teachers shall be reimbursed for tuition expenses for up to two (2) graduate courses per fiscal year, with a grade of "B" or better. An official transcript of successful completion of the course and payment of the course shall be submitted.
- F. Practicum work is not eligible for reimbursement.
- G. Reimbursement requests will be prioritized according to the following criteria:
  1. Courses that forward the Core Values, School goals, and the Strategic Plan will be given priority for approval.
  2. In the order of date received as noted/stamped on the course approval form.
  3. First requests for individuals are prioritized over any second requests for individuals during that school year cycle.
  4. If the required documentation is not received by a reimbursement cycle deadline, the reimbursement will not be processed.
  5. There is no retroactive reimbursement for past years available.
  6. Proof of payment must include a receipt from the college or university, must specify the cost of the course, the date the payment was made, and the receipt needs to match the institution listed on the official transcript. (Additional documentation may be required if a course is granted by an institution other than the name stated on the payment receipt. Screenshots will not be accepted.)
  7. In the event that the total amount of tuition reimbursement for which teachers apply exceeds the limits of the pool, reimbursement will be determined based on criteria stated in section 6 until the entire reimbursement pool is dispersed.
  8. If after the first courses are submitted and approved and the total expenditure for reimbursement does not exceed the maximum amount, second courses will be paid at a proportionate rate, such that the total expenditure for all course reimbursement does not exceed the maximum reimbursement pool amount per year.
  9. The District will provide documentation of the number of requests on an ongoing basis.
  10. All documentation required for course reimbursement must be submitted to the Assistant Superintendent's office by October 1st for summer classes, January 15th for fall classes, and May 30th for spring classes. For courses ending after this date, all documentation must be submitted by June 15th.

H. Teachers must remain employed in the district at the time of reimbursement in order to be eligible for this benefit.

**SECTION 13**

Pay rates not included in stipend schedule and not retirement eligible:

- PD Provider - \$750/10 hr unit – presentation with audience
- PD Participant – Voluntary: \$30 per hour – Mandated: per diem
- PD Facilitator - \$250/ 10 hr unit – Attendance, notes, minutes
- District directed independent study - \$100
- Alternative Education Enrichment Specialist - \$25 per hour
- Academic Remediation Specialist (Tutor): Unlicensed - \$35 Licensed - \$45
- Written Translator - \$20 per hour
- 21<sup>st</sup> Century Instructor - \$35 per hour
- SPED additional work as directed by administration (Examples, but not limited to: unassigned case load, co-teaching planning and prep) \$45 per hour

**ARTICLE XXV**  
**REDUCTION IN FORCE**

In the event that the School Committee determines that it is necessary to reduce the number of employees in the bargaining unit, the following procedure shall be followed:

**SECTION 1**

Attrition: Each year there are a number of teachers who do not return. When this occurs, such necessary reductions will be accomplished wherever possible by not replacing such personnel.

**SECTION 2**

Non-Hiring: Whenever the disciplines in which such reductions are necessary have been determined, the Superintendent will not employ new personnel in those disciplines on a permanent basis for up to two (2) years; see Section 7.

**SECTION 3**

Temporary Positions: Teachers who are not under permanent contract or who are on status filling leaves of absence will not have their contracts renewed, provided there are certified licensed permanent teachers available.

**SECTION 4**

Reduction of Provisional Status Personnel: If it is not possible to accomplish such necessary staff reductions totally from the above factors, layoffs will first be made from among those teachers who have not attained professional status at the elementary level or from among those teachers who have not attained professional status in the appropriate secondary disciplines, as the case may be.

No professional status teacher shall be laid off under this Article if there is a provisional status teacher in a position that the professional status teacher is licensed to fill.

**SECTION 5**

If a reduction in staff results in a layoff of a professional status teacher, the length of service within the Fitchburg School System shall be the factor used to determine the order in which the required layoff will occur within the separate group or disciplines of professional status teachers set forth below.

For purposes of computing length of service, total time in the Fitchburg School System from the first day worked in a permanent position shall be utilized.

For the purposes of this Article, the disciplines shall be:

Early Childhood:	Preschool-Grade 2
Elementary:	Grades 1-6
Middle & Secondary:	Grades 5-12
Academically Advanced:	Grades pre k-8

Each area of licensure as issued by the Massachusetts DESE, including, but not limited to:

- Biology, Chemistry, Earth Science, General Science, Physics
- Business
- English
- Mathematics
- History, Political Science/Political Philosophy
- French, Latin, Spanish, Italian, or other Foreign Language
- Latin and Classical Humanities
- Instructional Technology
- Technology/Engineering
- Health/Family and Consumer Sciences
- Middle School Humanities
- Middle School Mathematics/Science

System wide:

- Dance
- English Language Learners
- Library
- Music: Vocal/Instrumental/General
- Physical Education
- Speech
- Reading
- Reading Specialist
- Theater
- Visual Arts
- Teacher of Students with Moderate Disabilities
- Teacher of Students with Severe Disabilities
- Teacher of Deaf and Hard of Hearing
- Teacher of Visually Impaired

- Speech, Hearing and Language Disorders
- School Guidance Counselor
- School Psychologist
- School Social Worker/Adjustment Counselor

A professional status teacher subject to layoff within their own discipline will be considered qualified to bump a less senior teacher in another discipline if he/she is licensed.

#### **SECTION 6**

The provisions of this Article will govern any decision on layoffs. By December 1 of each school year, the Committee shall prepare an updated seniority list in the professional status groupings set forth above which shall be reviewed by the Association for its accuracy. Any differences with respect to the seniority of individuals may be resolved through the grievance procedure commencing at the Superintendent's level and through expedited arbitration if necessary.

Any teacher who is to be reduced pursuant to this Article shall be notified of such reduction no later than June 15 of the school year preceding the school year in which the reduction is to take place.

#### **SECTION 7**

Any teacher who is laid off pursuant to this Article shall have a right to be recalled during the first two (2) years of their layoff to any vacancy for which he or she is licensed and qualified to fill. If such an opening occurs during that period, the laid off teacher will be offered the opportunity to return to work on a last-out-first-in basis, provided the teacher is licensed and qualified to fill that position.

No new teacher will be employed to fill any such vacancy until every laid off teacher licensed and qualified for that position has been first offered the opportunity to return to work during this two year layoff period.

#### **SECTION 8**

Recall notices will be sent to laid off teachers at their last known address with copies being sent to the Association. Any laid off teacher shall have the responsibility of keeping the School Committee informed of any change in address. A recalled teacher shall have seven (7) days after receipt of the recall notice to accept that position. If the teacher either rejects the recall offer or fails to respond to the recall notice, their name shall be removed from the recall list and the position shall be offered to the next person on the recall list.

#### **SECTION 9**

Upon being recalled to work, a teacher's accumulated sick leave days shall be restored and the teacher shall be placed on the next salary schedule step above that which he or she was on prior to the layoff.

#### **SECTION 10**

Teachers laid off under the provisions of this Article shall be given initial consideration on the substitute list if they choose to be so recorded. Laid off teachers shall also be given first consideration for any open titled jobs or newly created positions for which they are licensed or qualified. However, the refusal to accept any such position shall not affect the teacher's recall rights.

**SECTION 11**

Teachers who have notified the district of their plans to retire must provide a forty-five (45) day notice of any change of plans.

**ARTICLE XXVI**  
**COMBINED SICK LEAVE BANK**

**SECTION 1**

Effective 2024, a Combined Sick Leave Bank (CSLB) will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

**SECTION 2**

Each member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff of the Fitchburg Educational Association bargaining units shall be automatically enrolled in the CSLB upon hire and shall submit one (1) sick day from their personal accumulation to the bank on the first day of each school year. Staff who wish to opt out of the CSLB must do so in writing within thirty (30) days of their hire date - staff who opt out shall not submit one sick day per year and shall not be eligible for the benefits of the bank as explained in this section. All extant sick banks shall be combined into this bank.

One day of donated sick leave shall count as one day of sick leave for the bank, regardless of the unit of origin for the donated day.

**SECTION 3**

In addition to their one (1) day yearly, any member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff bargaining units may donate their unused sick days to the bank in writing at their discretion, except that no individual shall donate more than 50 sick days (in addition to their yearly donations) during their employment in Fitchburg. Said staff may donate unused sick days by notice, and explicitly may make donations as part of their severance from the district, such as by retirement or other termination of their employment. All donations shall be voluntary.

**SECTION 4**

All unit members who submit days into the CSLB shall be eligible for the benefits as listed in this article.

**SECTION 5**

Benefits from the Sick Leave Bank shall only be available after the unit member has exhausted their entire personal sick leave, both annual and accumulated, OR has documented reason to believe that they will do so imminently (as noted in Section 8).

**SECTION 6**

Any sick leave granted to unit members under the provisions of this Article shall expire at the end of the fiscal year. Should a unit member require additional sick bank days in the next fiscal year, the granting of such leave shall be in the purview of the sick bank committee.

**SECTION 7**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two

(2) members designated by the District (not within a CSLB bargaining unit) to serve at its discretion and two (2) members designated by the Education Association. Under normal circumstances this Committee shall convene to consider the eligibility of unit members to draw from the Bank. The Sick Leave Bank Committee shall keep track of days submitted and days withdrawn.

**SECTION 8**

Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.

**SECTION 9**

Application for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

**SECTION 10**

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

**SECTION 11**

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

**SECTION 12**

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

**SECTION 13**

The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

- A. Medical evidence of serious extended illness
- B. Prior utilization of eligible leave

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

**SECTION 14**

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. Days may be explicitly granted for severe intermittent medical needs, such as regularly scheduled chemotherapy, at the discretion of the Sick Leave Bank Committee.

**SECTION 15**

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provision of the collective bargaining agreement on the same basis

as other unit members.

### **SECTION 16**

If the Sick Leave Bank drops below five hundred (500) days during this contract period, it shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the staff covered by this Agreement from their annual days of sick leave. Any additional days unused in the bank shall be carried over into the successive school year.

## **ARTICLE XXVII** **TEACHER FACILITIES/WORKING CONDITIONS**

The committee shall strive to make the following facilities and working conditions available in each school:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. A personal desk with a lock and a chair for the teacher in each classroom.
- D. A communication system which allows teachers to communicate with the office from their classrooms.
- E. Well lit, clean restroom facilities for teachers.
- F. A separate dining area for the exclusive use of teachers.
- G. An adequate portion of parking area available at the school designated for teacher use.
- H. Adequate materials, including textbooks for students, so teachers may implement the required curriculum.
- I. A working schedule that ensures that teachers be assigned to teach in their primary area of licensure.
- J. An Internet connected electronic device shall be made available for every teacher.
- K. Break Room: Staff shall have access to a staff-only break room with a working refrigerator and sink for their lunches and for use during other unassigned periods. There will be at least one such room at every building.

## **ARTICLE XXVIII** **SAFE AND HEALTHY BUILDINGS**

### **SECTION 1**

Doors: The District will secure exterior doors of worksites as a general practice. All staff will have access through main points of entry as determined by the District and shall be provided the necessary technology, e.g., key fob, passcode, necessary for such access. Staff may not

prop doors open while unmonitored. In the event of a malfunction, staff are strongly encouraged to report the malfunction to building administration.

## **SECTION 2**

**Cameras:** The District monitors school buildings using cameras. The District has determined where cameras are most appropriate and has adopted a policy regarding which school officials may have access to the camera feeds. Cameras will be placed in public spaces in the buildings and shall not be used to monitor specific staff. FPS policy further explicates use of cameras in schools; nothing in this section shall be construed as a waiver of bargaining rights.

## **SECTION 3**

**Facilities Issues:** Upon becoming aware of a facilities issue which may contribute to accident, injury, or illness - such as an equipment failure, flooding, etc. - the District shall immediately notify via email all staff who may be affected by such a hazard and union leadership.

## **SECTION 4**

**Facilities Testing and Reporting:** The District will conduct environmental safety testing such as air quality, ventilation, asbestos, mold and water quality testing when the District receives information that reasonably suggests a potential environmental hazard. The District will share any reports that result from such testing with the FEA. The District will evaluate the results of any such test and determine what actions are reasonably available to remediate any environmental hazards identified through such testing. For the purposes of this paragraph, environmental hazards shall mean a condition that does not meet state or federal standards.

## **SECTION 5**

Should a staff member become aware of a facilities issue which may cause accident, injury, or illness, they will report said issue to their immediate supervisor as soon as possible. The supervisor shall work with administration and appropriate staff to investigate said issue as soon as possible and evaluate the need for remediation. If remediation is necessary, the District will determine what actions are reasonably available and remediate such facilities issue.

## **SECTION 6**

**No Retaliation:** The parties agree that no staff member will be retaliated against for filing a report of an unsafe or unhealthy working condition or for reporting a facilities issue.

# **ARTICLE XXIX** **SUBSTITUTE DUTIES**

## **SECTION 1**

### **SECTION 1**

When temporary vacancies occur in the teaching staff at the Elementary or Middle School level, they shall be filled by staff as directed by the district as equitably as possible in the following order:

- A. Assigning Daily Substitutes and Permanent Building Substitutes.
- B. Assigning other Paraprofessional unit members, paid at an additional \$10 per hour (up to \$70 daily rate and in 15-minute increments).

- C. Assigning Unit A Members who volunteer to substitute, giving priority to teachers in the same department, content area or grade level. In situations where all other options are exhausted, other teacher volunteers may sub.
- D. In situations when all other options are exhausted, Unit A teachers in the same grade level, content area or department may be required to absorb students. Staff who absorb more than 3 students will be paid \$45 per day. Appropriate staff to address specific student needs related to IEP's will also be transferred with the specific student, e.g., if students who need diapering or 1:1 attention are absorbed into another class, someone with the proper certification will follow with them to support.
- E. The District may assign students to the cafeteria with a structure of personnel that will provide for a safe environment.

## **SECTION 2**

When temporary vacancies occur in the teaching staff at the High School level, they shall be filled by staff as directed by the district as equitably as possible in the following order:

- A. Assigning Daily Substitutes, Building Substitutes, or Floating Substitutes.
- B. Assigning other Paraprofessional unit members, paid at an additional \$10 per hour (up to \$70 daily rate and in 15-minute increments).
- C. Allowing HS content teacher volunteers, paid at an additional \$45 per class covered (not to exceed one (1) class per day). In situations where all other options are exhausted, non-content volunteers may sub. *For the 2024-25 school year, this option shall be available until the District expends \$210,600 in substitution costs.*
- D. The District may assign students to the cafeteria with a structure of personnel that will provide for a safe environment.

## **SECTION 3**

Exclusions/Conditions:

- A. SPED, Title 1, ESL, and 1:1 paras are NOT to be pulled from their assignment unless all other available subbing options have been exhausted, except assigning students to the cafeteria.
- B. ESL and SPED Co-teachers who are assigned to cover for the general education teachers in a classroom they are assigned to will not receive additional compensation. Partial day co-teachers will be compensated for pro-rated coverage.
- C. There will be no additional absorption compensation if/when students are on a classroom roster but are removed for periods of time for Title 1, SPED, or other intervention services, when those students are returned either for the day or permanently.
- D. "Absorption" shall mean four (4) or more students integrated into a classroom for a period of time or the remainder of the school day. Three (3) or fewer students will not qualify for the absorption substitute coverage rate.

E. Absorption may be calculated at a ½ day rate of \$22.50.

**ARTICLE XXX**  
**DURATION**

**SECTION 1**

The provisions of this agreement will be effective July 1, 2024 and will continue and remain in full force and effect through June 30, 2027.

**SECTION 2**

Either party may, if it desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.

**SECTION 3**

Either party may initiate a request to enter into negotiations over the terms of a successor agreement by Nov. 1 of the year preceding the year in which the agreement expires. Negotiations will commence no later than the following February 1 unless an extension is agreed to by both parties. If a new agreement has not been reached prior to the expiration of the current agreement, then the provisions of the current agreement shall be maintained in full force and in effect until such time as the parties execute a successor agreement.

## Appendix I – Unit A Teachers Educator Evaluation

### **Fitchburg Public Schools System for Educator Evaluation Preface**

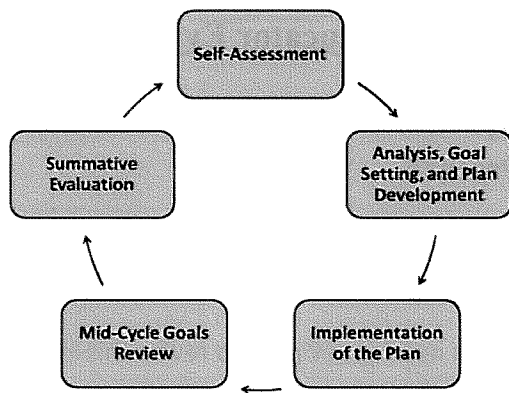
The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually and recommend adjustments to the parties.

The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:

- To jointly review and finalize the Evaluation Procedure and timeline no later than June 1<sup>st</sup> 30th of each school year.
- Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspects needed to implement and utilize the Evaluation Procedure.
- To open the Evaluation Procedure to collective bargain whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.
- It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussions and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.

### **Protocol for Teacher Evaluation Process**

1. All Educators will be provided an electronic copy of the evaluation rubric prior to the end of the first week of school or employment start date.
2. The Evaluator will meet with Educators to review the evaluation procedure, self-assessment rubric and goal setting process. An Evaluator will be defined as “any person designated by the Superintendent who has primary or supervisory responsibility for observation and evaluation.” There will be one Evaluator assigned to each Educator unless otherwise discussed with the individual. This meeting will introduce teachers to the elements of this process. Note: This will change after the second year of implementation as Educators and Evaluators will have knowledge of the rubric.
3. Administration will review the 5 step evaluation cycle with their staff within the first month of the school year. An evaluator or evaluate can request a meeting to review the 5 step cycle.



4. In accordance with the approved timeline, the Evaluator will publish an updated summative evaluation report. If any Indicator is not scored, teachers should provide artifacts for those indicators In accordance with the approved timeline. All Evaluators will have an individual meeting with Evaluatees on or prior to June 1<sup>st</sup> to review the final summative evaluation report. Should “needs improvement” or “unsatisfactory” be designated for one or more indicator within the rubric, the evaluator must include a narrative explanation (See IV below) of the designation in accordance with the approved timeline. If Evaluatees wish to provide additional supporting evidence for any indicator, they should bring this evidence to the scheduled evaluation review.

### **Protocol for Classroom Observations and Feedback**

1. PTS educators will be observed a minimum of 2 (1 announced 1 unannounced) times during the evaluation cycle. Non PTS educators will be observed minimum of 2 (1 announced 1 unannounced) times per year. These observations may vary in length in order to provide appropriate feedback in relation to the rubric. Observations that inform the evaluation process may be performed by any district Evaluator and will be communicated to the evaluatee.
  - Announced Observation: All non-Professional Teaching Status (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 1 Announced Observations and 1 Unannounced Observation per year.
    - i. The Evaluator shall select the date and time of the lesson or activity to observe and discuss with the Educator any specific goal(s) for the observation.
    - ii. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
      1. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior

to the observation.

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

iii. Within 5 school days of the observation, the Evaluator and Educator shall exchange communication regarding the observation. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

iv. The Evaluator shall provide the Educator with written feedback within 10 calendar days of the above said communication. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

1. Describe the basis/evidence for the Evaluator's judgment.
2. Describe actions the Educator should take to improve their performance.
3. Identify support and/or resources the Educator may use in their improvement.
4. State that the Educator is responsible for addressing the need for improvement.

- Unannounced Observation: The required 1 unannounced observation may be in the form of partial or full period classroom visitation, or any other means deemed useful by the Evaluator, Principal, Superintendent or other Administrator, excluding Instructional Rounds, walkthroughs, or learning walks which this district uses for purposes of professional development.

2. Following an observation by the evaluator, written feedback will be given to the Evaluatee within 10 calendar days (See IV above). Feedback should be informative and related to aspects of the evaluation process.

## Appendix C: Teacher and Caseload Educator Contract

### 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, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than 10 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, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F) \*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) \*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment including but not limited to working under a different license.
  - ii) Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) \*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) \*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) \*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, 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 their designee.
  - iii) Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the administrator where the individual is assigned more than 50% of the time. 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 their primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) \*Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) \*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) \*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) \*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) \*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) \*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) \*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) \*Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) An educator with PTS shall be considered in a new assignment when working under a different license.**
- T) \*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits of any duration but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. 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. All such recordings are the sole property of the Educator and Evaluator and may not be shared with anyone else without the written permission of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

**U) Parties:** The parties to this agreement are the local school committee and the Fitchburg Education Association that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/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.

**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, expected by July 2012.

- Z)** **\*Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i)** Standard 1: Curriculum, Planning and Assessment
  - ii)** Standard 2: Teaching All Students
  - iii)** Standard 3: Family and Community Engagement
  - iv)** Standard 4: Professional Culture
  - v)** Attainment of Professional Practice Goal(s)
  - vi)** Attainment of Student Learning Goal(s)
- AA)** **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- 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:** At least two years of data from the district determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

**Sections of CBA language (\* indicates the section is required element of the district’s evaluation**

system is generally based on 603 CMR 35.00)

### 3) Evidence Used In Evaluation

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

- A) \*Multiple measures of student learning, growth, and achievement, which shall include:
  - i) \*Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) \*At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) \*Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) \*Unannounced observations of practice of any duration but not less than 10 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.
- C) \*Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) \*Evidence compiled and presented by the Educator, including :
    - (a) \*Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) \*Evidence of active outreach to and engagement with families;

ii) \*Evidence of progress towards professional practice goal(s);

iii) \*Evidence of progress toward student learning outcomes goal(s).

iv) \*Student and Staff Feedback – see # 23-24, below.

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

**4) \*Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that all the DESE rubrics attached will be used.

**5) \*Evaluation Cycle: Training**

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

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

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

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

iv) The participants will evaluate the effectiveness of this process as a means of providing the Evaluation/Implementation working group with actionable feedback.

v) Any employee hired after the start of school year shall be provided with an overview of the evaluation process within 30 days of hire.

**6) \*Evaluation Cycle: Self-Assessment**

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 data analysis and copies of the school and/or district goals.

- ii) For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator in accordance with the approved annual timeline 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. See #3 in Teacher Evaluation Protocol Document.
- iii) Unless the Evaluator indicates that an Educator in their 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.

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

- A) \*Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's goals and other sources that Evaluator shares with the Educator.
- 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 in accordance with the approved annual timeline. 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 in accordance with the approved annual timeline 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 in accordance with the approved annual timeline. 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.
- 8) \*Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A)** In their first 3 years of practice or second and third years as a non-PTS Educator in the school:
- i)** The Educator shall have a minimum of one (1) announced and one (1) unannounced observations during the school year.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A)** The Educator whose overall rating is proficient or exemplary must have 1 announced and 1 unannounced observations during the evaluation cycle.
- B)** The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include 1 announced and 2 unannounced observations during the school year.
- C)** The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than 1 announced and 2 unannounced. For Improvement Plans of six months or fewer, there must be 1 announced and 2 unannounced observations.
- 10) \*Observations**

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

The Evaluator's first observation of the Educator should take place in accordance with the approved annual timeline. Observations required by the Educator Plan should be completed in accordance with the approved annual timeline.

The evaluator may conduct additional observations to review indicators not observed during a classroom observation.

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

**A) \*Unannounced Observations**

- i)** Unannounced observations may be in the form of partial or full-period classroom visitations [but not less than 10 minutes]; Excluding Instructional Rounds, Walkthroughs, Learning Walks,<sup>1</sup> which this district uses for purposes of professional development.
- ii)** \*The Educator will be provided with at least brief written feedback from the Evaluator within 10 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

**B) Announced Observations**

- (a)** The Evaluator shall select the date and time of the lesson or activity to be observed and discuss in person or electronically with the Educator any specific goal(s) for the observation.
- (b)** Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
  - (1)** The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (2)** The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c)** Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d)** \*The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1)** Describe the basis/evidence for the Evaluator's judgment.
  - (2)** Describe actions the Educator should take to improve their performance.
  - (3)** Identify support and/or resources the Educator may use in their

improvement.

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

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

- A)** \*Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. 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 their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C)** No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D)** The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E)** Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F)** The Educator may reply in writing or request a meeting regarding the Formative Evaluation report within 5 school days of receiving the report.
- G)** The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H)** \*As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I)** \*If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**12) \*Evaluation Cycle: Summative Evaluation**

- A)** \*The evaluation cycle concludes with a summative evaluation report. For Educators on a one year plan or in year two of a two year Educator Plan, the summative report must be written and provided to the educator in accordance with the approved timeline.
- 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)** In accordance with the approved timeline. the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H)** The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I)** The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home in accordance with the approved timeline.
- J)** The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K)** The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L)** Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative

Evaluation report.

- M) The Educator shall sign the final Summative Evaluation report by three days prior to the last day of school. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**13) \*Educator Plans – General**

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

**14) \*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.

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

- A) \*A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of

year 1 and a summative evaluation report at the end of year 2.

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

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

- A) \*A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) \*The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) \*The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) \*For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) \*For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**17) \*Educator Plans: Improvement Plan**

- A) \*An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan **for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but** no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) \*The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) \*The Improvement Plan shall define the problem(s) of practice identified through the

observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

- F)** The Improvement Plan process shall include:
- i)** Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii)** Upon the educator's request a representative of the Association shall attend the meeting.
  - iii)** If the Educator consents, the Fitchburg Education Association (Employee Organization/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 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a)** If the Evaluator determines that the Educator has improved their 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 their summative rating at the end of their 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 their Summative rating at the end of their 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.

#### **19. Career Advancement**

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

#### **20. \*Rating Impact on Student Learning Growth**

The parties agree to adopt the model contract language developed by ESE for educator impact on student learning growth based on state and district determined measures of student learning.

#### **21. \*Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback.

#### **22. \*Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback.

### **23. 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 s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) \*The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to maintain a joint labor-management evaluation team which shall review the evaluation processes and procedures annually and recommend adjustments.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Substantial compliance should relate to such areas as meeting timelines, following the 5-Step Evaluation Cycle, providing timely notification of feedback, providing opportunities for Professional Learning specifically related to areas of improvement, and facilitating opportunities for the evaluatee to provide artifacts and evidence. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

### **24. Timeline for Evaluations**

The Joint Labor Team agrees to review and finalize the Evaluation procedure and timeline no later than June 30<sup>th</sup> of each school year. If you have any questions about the Educator Evaluation process, please contact your Administrator.

## FPS Educator Evaluation Timeline (Last edit: 2019/2020)

Activity:	Non-PTS Year 1,2,3	3 <sup>rd</sup> Year Non- PTS w/NI or U	PTS Year 1 of 2 yr. plan	PTS Year 2 of 2 yr. plan	PTS 1 yr. plan
1. Superintendent, Principal or designee informs Evaluators and Educators of the evaluation process and of their assigned evaluator	September 30	September 30	September 30		September 30
2. Evaluator or Educators may request to meet to review proposed goals Evaluator meets with first year educators to review proposed goals.	October 30	October 30	October 30	October 30	October 30
3. Educator submits finalized goals and Educator Plan in district evaluation software.	October 30	October 30	October 30		October 30
4. Evaluator should complete first observation of each Educator. Lesson plans required for announced observations only. Teachers will provide evidence for Standards III & IV at this time.	December 14	December 14	May 30	April 30	December 14
5. Evaluator should complete second observation of each Educator and discuss elements of the overall performance rating for those on 1-year educator plan	April 1	By April 1			March 1
6. Educator submits evidence on any Standards or Indicators not observed or marked NI or U for Summative Evaluation.	May 15	May 15	May 15	May 15	May 15
7. Evaluator completes Summative Evaluation Report	June 1	June 1			June 1

8. Evaluator meets with Educators whose overall Summative/Formative Evaluation ratings are Needs Improvement or Unsatisfactory. Educators may respond within 5 school days in district evaluation software.	No later than June 5	No later than June 5	June 15		June 15
9. Summative Evaluation Report submitted to district evaluation software	June 15	June 15		June 15 of Year 2	June 15
10. Summative/Formative Meeting, if desired	June 15	June 15	June 15		
11. Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10	June 10		June 10	June 10
13. Statutory deadline for non-renewal of NPTS educators	No later than June 15th	No later than June 15 <sup>th</sup>			

## Appendix II – Teachers’ Salary Schedule A

Year 1: Drop Step 0; any staff on Step 0 move to Step 1; Add new top step (Step 9) at 3% above prior step; staff move to step if eligible. Cost of Living Adjustment: 3%

Year 2: Add new top step (Step 10) at 3% above prior step; staff move to step if eligible. Cost of Living Adjustment: 3%

Year 3: Add new top step (Step 11) at 3% above prior step; staff move to step if eligible. Cost of Living Adjustment: 2.5%

### **2024-2025 – 3% COLA and Step 9**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
Step 1	\$55,358	\$57,022	\$58,525	\$60,025	\$61,948	\$63,439	\$65,177	\$66,860
Step 2	\$58,581	\$60,301	\$61,842	\$63,382	\$65,348	\$67,002	\$68,888	\$70,658
Step 3	\$61,992	\$63,770	\$65,350	\$66,929	\$68,932	\$70,765	\$72,809	\$74,671
Step 4	\$65,600	\$67,436	\$69,054	\$70,672	\$72,715	\$74,739	\$76,953	\$78,912
Step 5	\$69,418	\$71,316	\$72,971	\$74,627	\$76,704	\$78,937	\$81,332	\$83,395
Step 6	\$73,460	\$75,417	\$77,110	\$78,799	\$80,914	\$83,370	\$85,962	\$88,132
Step 7	\$76,967	\$78,923	\$80,616	\$82,305	\$84,420	\$86,877	\$89,469	\$91,638
Step 8	\$79,275	\$81,290	\$83,036	\$84,775	\$86,953	\$89,483	\$92,153	\$94,388
Step 9	\$81,653	\$83,728	\$85,527	\$87,318	\$89,561	\$92,168	\$94,918	\$97,220

### **2025-2026 – 3% COLA and Step 10**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
Step 1	\$57,019	\$58,732	\$60,280	\$61,826	\$63,807	\$65,342	\$67,133	\$68,866
Step 2	\$60,339	\$62,110	\$63,698	\$65,284	\$67,309	\$69,012	\$70,955	\$72,778
Step 3	\$63,851	\$65,684	\$67,311	\$68,937	\$71,000	\$72,888	\$74,993	\$76,911
Step 4	\$67,568	\$69,459	\$71,126	\$72,793	\$74,896	\$76,981	\$79,262	\$81,280
Step 5	\$71,500	\$73,456	\$75,161	\$76,865	\$79,005	\$81,305	\$83,772	\$85,897
Step 6	\$75,663	\$77,679	\$79,423	\$81,163	\$83,341	\$85,871	\$88,541	\$90,776
Step 7	\$79,276	\$81,290	\$83,035	\$84,774	\$86,952	\$89,484	\$92,153	\$94,387
Step 8	\$81,653	\$83,728	\$85,527	\$87,318	\$89,561	\$92,168	\$94,918	\$97,220
Step 9	\$84,103	\$86,240	\$88,092	\$89,938	\$92,248	\$94,933	\$97,765	\$100,136
Step 10	\$86,626	\$88,827	\$90,735	\$92,636	\$95,015	\$97,781	\$100,698	\$103,141

## 2026-2027 – 2.5% COLA and Step 11

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
Step 1	\$58,445	\$60,201	\$61,787	\$63,372	\$65,402	\$66,975	\$68,811	\$70,588
Step 2	\$61,847	\$63,663	\$65,290	\$66,916	\$68,992	\$70,737	\$72,729	\$74,597
Step 3	\$65,448	\$67,326	\$68,994	\$70,661	\$72,775	\$74,710	\$76,868	\$78,834
Step 4	\$69,257	\$71,196	\$72,904	\$74,612	\$76,769	\$78,906	\$81,244	\$83,312
Step 5	\$73,288	\$75,292	\$77,040	\$78,787	\$80,980	\$83,338	\$85,866	\$88,044
Step 6	\$77,555	\$79,621	\$81,409	\$83,192	\$85,425	\$88,018	\$90,754	\$93,045
Step 7	\$81,258	\$83,323	\$85,110	\$86,894	\$89,126	\$91,721	\$94,457	\$96,747
Step 8	\$83,695	\$85,822	\$87,665	\$89,501	\$91,800	\$94,472	\$97,291	\$99,650
Step 9	\$86,205	\$88,396	\$90,295	\$92,186	\$94,554	\$97,306	\$100,209	\$102,640
Step 10	\$88,792	\$91,048	\$93,004	\$94,952	\$97,391	\$100,225	\$103,216	\$105,719
Step 11	\$91,455	\$93,780	\$95,794	\$97,801	\$100,313	\$103,232	\$106,312	\$108,891

### **LONGEVITY**

All teachers who have completed seven (7) years of continuous service in the Fitchburg Public Schools will receive a payment of \$1,000 annually.

### **SUPER LONGEVITY**

All teachers who have completed fifteen (15) years of continuous service in the Fitchburg Public Schools will receive, in addition to longevity, a super longevity payment of \$500. This amount will increase by \$100 after each additional year of service. For example year 16 will receive \$600; year 17 will receive \$700; and so forth. This super longevity will cap at \$2,000 in year 30 and beyond.

Longevity and Super Longevity payments will be made in the last paycheck of the year in which the service was completed.

### **SURVIVOR BENEFITS**

For those employees covered under this collective bargaining agreement who have provided ten (10) or more years of service to the Fitchburg School Department, the Committee agrees, upon the employee's death, to pay the balance of an individual's unpaid yearly salary for the fiscal year (July 1-June 30) to the person's estate.

### Appendix III - Athletic Coaching Salaries

		<b>Salary by Position</b>		
<b>Level</b>	<b>High School Sports</b>	<b>Head</b>	<b>Assistant 1</b>	<b>Assistant 2</b>
<b>1</b>	<i>Football</i>	\$ 9,000.00	\$ 5,000.00	\$ 3,600.00
<b>2</b>	<i>Basketball</i>	\$ 8,000.00	\$ 4,500.00	\$ 3,300.00
	<i>Ice Hockey</i>	\$ 8,000.00	\$ 4,500.00	\$ 3,300.00
<b>3</b>	<i>Soccer</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Outdoor Track</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Lacrosse</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Field Hockey</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Softball</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Baseball</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>EMT/Trainer</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Cross Country</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Indoor Track</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>Volleyball</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
	<i>E-Sports</i>	\$ 4,800.00	\$ 3,750.00	\$ 2,800.00
<b>4</b>	<i>Tennis</i>	\$ 3,750.00	\$ 2,800.00	\$ 2,175.00
	<i>Golf</i>	\$ 3,750.00	\$ 2,800.00	\$ 2,175.00
	<i>Cheerleading</i>	\$ 3,750.00	\$ 2,800.00	\$ 2,175.00
	<i>Flag Football</i>	\$ 3,750.00	\$ 2,800.00	\$ 2,175.00
<b>5</b>	<i>Unified Sports</i>	\$ 2,175.00	\$ 1,625.00	\$ 1,275.00
	Middle School Sports (All)	\$ 1,600.00		
	Middle School Basketball	\$2,800.00		
	<i>Intramurals</i>	\$ 750.00		
	<b>General Athletics (Seasonal)</b>			
	<i>Strength and Conditioning</i>	\$ 3,600.00		
	<i>Assistant to Athletics</i>	\$6,000.00		

## Appendix IV - Extra Curricular Responsibilities

### Level One (1)

- Yearbook Advisor - High School
- Band Activities Coordinator - High School

### Level Two (2)

- Senior Class Advisor
- Junior Class Advisor
- Department Facilitators - High School (up to 12)
- Video Club Coordinator

### Level Three (3)

- Sophomore Class Advisor
- Freshman Class Advisor
- National Honor Society - High School
- Student Council Advisor - High School
- Play Director - High School
- Musical Director (7-12)
- Robotics Team Advisor - High School

### Level Four (4)

- Student Council Advisor - Middle School
- National Junior Honor Society - Middle School
- Play Production Advisor - Music
- Play Production Advisor - Art
- Talent Show - Middle School
- Yearbook - Middle School

### Level Five (5)

- Instructional Leadership Teams - Elementary & Middle School
- Assistant Director Musical Production - Tech lighting/sound
- Assistant Director Musical Production - Stage Manager
- Assistant Director Musical Production - Choreographer
- Band Assistant (Drill, Color Guard, or Percussion)
- All After School Clubs (Appendix V to be updated annually)

### Level Six (6)

- Scholars Banquet Coordinator - High School
- Graduation Coordinator - High School
- Principal Directed Projects

### Other (not subject to the Annual negotiated percentage)

- United Way Community Champion Advisor \$6,000
- 21st Century Learning Center Coordinator \$19,000
- Sub Procurer - \$1,000
- Relay Coach (One per school) - \$400
- Mentors shall receive \$1,000 to mentor one (1) Mentee;
- Mentors shall receive \$1,250 to mentor two (2) Mentees;
- Mentors shall receive \$1,500 to mentor three (3) Mentees;
- OR Mentors may receive 5 in-service credits for 1 Mentee; 7.5 in-service credits for 2 Mentees; 10 in-service credits for 3 Mentees. No mentor shall mentor more than three (3) Mentees per year.
- New "First Year Teachers" Mentees shall receive \$500

### Extra-Curricular Salary Scale

These stipends are tied into the teachers' contract and go up annually by the same percentage as teachers' salaries in Appendix II. This provision went into effect during the 1997-1999 contract.

	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
<b>2024-2025</b>	\$7,000	\$6,461	\$4,307	\$3,231	\$1,615	\$539
<b>2025-2026</b>	\$7,210	\$6,655	\$4,436	\$3,328	\$1,663	\$555
<b>2026-2027</b>	\$7,390	\$6,821	\$4,547	\$3,411	\$1,705	\$569

**Appendix V**  
**FITCHBURG PUBLIC SCHOOL DISTRICT**  
**REQUEST FOR COLUMN/LANE CHANGE FORM**

1. NAME: \_\_\_\_\_
2. ASSIGNMENT/SCHOOL: \_\_\_\_\_
3. DATE OF HIRE: \_\_\_\_\_
4. CURRENT SALARY COLUMN: \_\_\_\_\_
5. I AM REQUESTING A COLUMN CHANGE TO: \_\_\_\_\_
6. IN FEB/SEP: \_\_\_\_\_ YEAR: \_\_\_\_\_

Below are the courses that I have taken with the official transcripts or in-service certificates attached to this coversheet. All of these courses have prior approval or meet the terms of the FEA collective bargaining agreement. If the column changes to a Master's Degree, a copy of the degree is required.

The credits and supporting transcripts that I am providing to you are as follows:

	INSTITUTION	DATE	CREDITS	GRADE

Credit Total \_\_\_\_\_

Note:

- All in-service certificates after 1999 must state "In-service Credit" to be used for salary advancement.
- In-service credit granted by the Fitchburg Public Schools applied towards salary advancement cannot exceed 15 credits during a five year span.
- All documentation to support salary advancement on the educational step must be received prior to July 1<sup>st</sup> for full year adjustment or by February 1<sup>st</sup> for half year adjustment provided that proper notice of the advancement has been given
- Add another sheet of paper with a continuation of this notification table if necessary

**Fitchburg Education Association Unit A - Teachers  
CONTRACT AGREEMENT**

Agreement to the Contract between the Fitchburg Education Association Unit A - Teachers and the Fitchburg School Committee.

Period of Contract to be covered: July 1, 2024, through June 30, 2027.

For the School Committee

Peter V. Stephens  
Janet M. Wald  
Samantha Squadrian  
Albra A. Jeffries  
Mr. King  
Rosemary Reynolds  
Tucker Spauld  
[Signature]

For the Fitchburg Education Association

[Signature]  
Butterson  
J. P. [Signature]  
Donna Rogers  
Melissa Desilets  
[Signature]  
K. Rodriguez  
Scott J. [Signature]

