

FINAL

MEMORANDUM OF AGREEMENT

between

THE PIONEER VALLEY PERFORMING ARTS CHARTER PUBLIC SCHOOL

AND

THE UAW, LOCAL 2322

(2023 - 2026)

WHEREAS, the Pioneer Valley Performing Arts Charter Public School Board of Trustees (“PVPA”) and the UAW, Local 2322 (“Union”) have bargained collectively for a new Collective Bargaining Agreement (“New Agreement”) to succeed the Collective Bargaining Agreement for the period of September 1, 2020 through June 30, 2023 (the “Prior Agreement”);

WHEREAS, PVPA and the Union have reached an agreement;

NOW, THEREFORE, PVPA and the Union agree the New Agreement shall consist of the Prior Agreements as modified herein:

1. **Article 2, Recognition**. The parties agree to amend Article 2 as follows:
 - a. Revise .01, second paragraph, by deleting department leads, mentor teachers, advisory coordinators, mental health team leaders, theater technician, diversity coordinator and adding social workers.
 - b. Revise .01, third paragraph, by adding the classifications of theater manager, director of arts, director of curriculum and instruction, the “Executor Director, Head of School, Principal, other title given to the school leader.”
2. **Article 3, Definitions**. The parties agree to amend Article 3 to read as follows:
 - .01 The term “professional educator” as used in this Agreement, shall refer to bargaining unit members in positions that would, if employed in a non-charter public school, be required to hold a DESE-issued license.

- a. **The term “classroom teachers” as used in this Agreement, shall refer to all professional educators whose primary duty is to teach classes as the teacher of record.**
 - b. **The term “Specialized Instructional Support Personnel” as used in this Agreement, shall refer to all professional educators who are not classroom teachers (school psychologist, librarian, nurse, etc.)**
- .02 The term “support staff” as used in this Agreement, shall refer to all bargaining unit members who are not professional educators (paraprofessionals, full time subs, instructional support professionals, etc.); in other words, unit members in positions that would, if employed in a non-charter public school, not be required to hold a DESE-issued license.**
- .03 The term “employee” as used in this Agreement, shall refer to bargaining unit members covered by this Agreement, unless otherwise specified.**
- 3. Article 11, Grievance & Arbitration.** The parties agree to amend Article 11 as follows:
- a. Insert a new paragraph .07, Information Resolution, that reads:
 - .07 Informal Resolution**
 - a. **The Parties shall make a good-faith effort to resolve any grievance in an informal manner through discussions between the appropriate member of the administration and the Employee(s) and/or Union Representative(s).**
 - b. **If an Employee has a grievance, it should be directed to the PVPA representative responsible for the decision, action or other matter relating to the grievance. Such communications must be directed within twenty (20) business days of the date that the Employee and/or Union knew or reasonably should have known of the facts giving rise to the grievance. The parties shall have fifteen (15) business days from the date the Employee and/or Union brought the grievance forward to resolve the matter informally, unless they agree to mutually extend such period.**
 - c. **Management shall not unreasonably deny a request from a Grievant or the Union to try to resolve a grievance informally.**

- d. If the grievant is alleging sexual or other harassment, the grievance process will begin at Step 1.

- b. Revise Step 1 as follows:

Step 1: A grievance must be submitted in writing within **twenty (20)** ~~fifteen (15)~~ business days of the date that the grievant knew or reasonably should have known of the facts giving rise to the grievance ~~to the PVPA representative responsible for the decision, action or other matter being grieved.~~ **If the Grievant and/or Union sought to resolve the grievance using the Informal Resolution process, the grievance shall be submitted within five (5) business days of end of the Informal Resolution process. The grievance shall be submitted to the PVPA representative responsible for the matter being grieved.** The PVPA representative shall meet with the grievant and the Union representative within five (5) business days of the date the grievance was submitted. The PVPA representative will deliver a written response to the grievance by no later than five (5) business days following the meeting.

- 4. **Article 12, Hours and Scheduling.** Amend/clarify Article 12 as follows:

- a. Clarify/Amend Paragraph .04(a)(1) to read:

~~Instructional Support Professionals, Paraprofessionals and Therapeutic Paraprofessionals and Permanent Substitute Teachers: 38.6 hours, corresponding with regular hours of attendance for PVPA students~~ **shall work 38.6 hours per week on a schedule set by PVPA, which shall not begin before 7:30 a.m. or end after 4:00 p.m.; effective with the beginning of the 2024-25, such employees shall work 37.5 hours per week. Further, with the beginning of the 2024-25 school year, Instructional Support Professionals shall work 35 hours per week and moved to Paragraph .04(a)(4).**

- b. Amend .04(a)(2) by deleting the hours of work and replacing it with “on a schedule set by PVPA, which shall not begin before 7:30 a.m. or end after 4:00 p.m.”

- c. Clarify/Amend Paragraph .04(a)(3) to read:

~~School Nurse: 39 hours, corresponding with the regular hours of attendance by PVPA students.~~ **School Nurses: 39 hours, on a scheduled set by PVPA, which shall not begin before 7:30am or end after 4:00pm. Effective with the beginning of the 2024-25 school year, such employees shall work 40 hours per week.**

- d. Clarify/Amend Paragraph .04(a)(4) to read:

Classroom teachers, Permanent Substitutes Teachers, counselors, school psychologists, ~~library media specialists~~ and all other ~~Unit A~~ employees not

specified above: 32.5-hours between 8:30 am and 3:55pm (Monday-Thursday) and 8:30am to 4:15pm (Fridays), **which shall not begin before 7:30am or end after 4:00pm. Effective with the beginning of the 2024-25 school year, such employees shall work 35 hours per week.**

e. Amend Paragraph .04(b)(2) to read:

“Part-time teachers are hired to teach a specified number of courses and perform related teacher responsibilities. Each courses is equal to 20% of full-time. Part-time teachers are required to work pro-rata hours for school-related events and non-teacher workdays, except where otherwise specified in this Article. **Part-time teacher shall be required to participate in all professional development/curriculum time, and shall be paid for time that exceeds their pro-rated hours, the time and compensation for which will be stated in their annual individual contract.**”

f. Delete Paragraph .05(a)

g. Amend the first sentence of Paragraph 5(b) and insert a new second sentence as follows:

The regular work week for full-time **classroom** teachers includes five class blocks and one preparatory block. **Full-time classroom teachers are required to attend one department meeting and two grade level meetings per month. An advisory/homeroom period shall be added effective for the 2024-25 school year.**

h. Amend Paragraph .05(c) to read:

“Part-time **classroom** teachers will receive a schedule of consecutive blocks, **unless PVPA and the teacher agree otherwise** ~~unless the teacher requests a split schedule.~~”

i. Amend Paragraph .05(d) to read:

“Preliminary course schedules will be provided to classroom teachers by June 1. PVPA, however, may modify a classroom teacher’s course schedule after this date.”

j. Delete “or two morning breaks” in Paragraph .06(c).

k. Amend Paragraph .07(a)(1) by deleting “(other than Paraprofessionals and Therapeutic Paraprofessionals).”

l. Effective with the beginning of the 2024-25 school year, amend paragraph .07(a)(1) by reducing the number of professional development and curriculum days from nine (9) to five (5) (and to seven (7)) for new employees.

- m. Effective with the beginning of the 2024-25 school year, amend paragraph .07(a)(2) by making it applicable to Paraprofessionals and Therapeutic Paraprofessionals, provided new Paraprofessionals and Therapeutic Paraprofessionals will have one (1) professional development/curriculum day at the beginning of the school year, and deleting paragraph .07(a)(4).
- n. Effective with the beginning of the 2024-25 school year, amend Paragraph .07(b) shall be deleted. The parties agree to bargain to resolution or impasse over the schedule for parent-teacher conferences for the 2024-25 school year by February 1, 2024.”
- o. As an additional housekeeping item, amend Paragraph .08(a) to incorporate the changes negotiated in resolving the Master Schedule Grievance.
- p. Clarify Paragraph .08(b) as follows:

In addition to lunch duty, full-time teachers may be assigned by the administration to ~~any~~ **supervise students during grade meetings, open mic and other community time activities** ~~one (1) of the following regular school day duties, which shall be equitably distributed among grade meetings, open mic, community meeting.~~

- q. Delete Paragraph .08(c).
- r. Delete Paragraph .08(d).
- s. Amend Paragraph .09(a) by deleting the third and fourth sentences.

5. **Article 13, Compensation, including Appendices A & B.** The parties agree to amend Article 13 (and Appendices A & B) by:

- a. Revising paragraph by changing the word “matrix” to “matrices.”
- b. Deleting the existing paragraph .04 and replacing it with:

Classroom Teachers and Specialized Instructional Support Personnel who hold a valid Massachusetts emergency, provisional or initial educator’s license in the field they are teaching shall receive a stipend of \$1,000 per year, provided this payment shall be payable for no more than two (2) years for an emergency license, five (5) years for a provisional license and five (5) years for an initial license (subject to one 5-year extension upon renewal of the initial license) and a cumulative total of ten (10) years. Classroom Teachers and Specialized Instructional Support Personnel who hold a valid Massachusetts professional educator’s license from DESE in the field they are teaching shall receive a stipend of \$1000 per year. In order to be eligible for this stipend, the Classroom Teacher

or Specialized Instructional Support Personnel must have the license on October 1st of the given year. The stipend shall be paid no later than October 31st.

c. Deleting the existing paragraph .05 and replacing it with:

Longevity: An additional longevity payment shall be made by November 1st of each year based on consecutive years of employment as of October 1st¹ as follows:

- \$1,000 after (10) years
- \$1,500 after fifteen (15) years
- \$2,000 after twenty (20) years
- \$2,500 after twenty-five (25) years
- \$3,000 after thirty (30) years

d. Replace the existing paragraph .06 with the following:

Those professional educators beyond Step 15 of the matrix regardless of years served at PVPA as of July 1, 2023 shall receive an increase of \$1,000 per year in addition to the across-the-board base wage increase described below in paragraph .07.

e. Insert a new paragraph .07 that reads as follows:

Base wage and step increases for Matrix positions:

| | |
|------------------------|----|
| Effective July 1, 2023 | 3% |
| Effective July 1, 2024 | 1% |
| Effective July 1, 2025 | 2% |

Effective the same dates, matrix employees will also receive one 3% step each year until they achieve Step 15.

Base wage and step increases for Matrix positions are reflected in Appendix A.

Base wages for Non-Matrix positions:

| | |
|------------------------|----|
| Effective July 1, 2023 | 5% |
| Effective July 1, 2024 | 3% |
| Effective July 1, 2025 | 3% |

Wage rates for Non-Matrix positions are reflected in Appendix B.

¹ Employees taking an approved leave of absence including, but not limited to, a leave under the PFML, FMLA, and parental leave shall maintain their accrued time for the purposes of longevity. However, they will not accrue additional credit for the period of leave.

Contingency-based Payments for Matrix and Non-Matrix employees:

All employees who are employed as of the last school day of the **2023-2024** school year shall receive a one-time payment as follows:

2% of their yearly salary if FY '24 revenue is between 5.00% and 5.99% greater than FY '23 revenue.

3% of their yearly salary in the event that FY '24 revenue is between 6.00% and 6.99% greater than FY '23 revenue.

4% of their yearly salary if FY '24 revenue is 7.00% or more greater than FY '23 revenue.

All employees who are employed as of the last school day of the **2024-2025** school year shall receive a one-time payment as follows:

2% of their yearly salary if FY '25 revenue is between 5.00% and 5.99% greater than FY '24 revenue.

3% of their yearly salary in the event that FY '25 revenue is between 6.00% and 6.99% greater than FY '24 revenue.

4% of their yearly salary if FY '25 revenue is 7.00% or more greater than FY '24 revenue.

All employees who are employed as of the last school day of the **2025-2026** school year shall receive a one-time payment as follows:

2% of their yearly salary in the event that FY '25 revenue is between 6.00% and 6.99% greater than FY '26 revenue.

3% of their yearly salary if FY '25 revenue is 7.00% or more greater than FY '26 revenue.

Contingent payments will be prorated for an employees hired during the school year. Said payments will be made no later than the first payroll of July.

6. **Article 14, Stipended Work**. The parties agree to revise Article 14 to read as follows:

STIPENDED WORK

01. PVPA employees perform a variety of work that is compensated by stipend, in addition to their salary or hourly rate for their primary position with PVPA. If the Employer chooses to fill such positions, they will be filled in accordance with this Article.

02. Employees hired to fill existing positions shall be compensated at not less than the current rates of compensation shown below. Nothing in this section will preclude the parties from agreeing, in writing, to a different stipend amount based on a change in duties. The parties will negotiate the stipends for newly created positions by comparing the new position to existing positions and stipend amounts. In such cases, PVPA shall notify the Union of their intention to create a new stipend, the proposed compensation amount and which category the stipend might belong within this article.

03. Stipended Work Exclusive to the Bargaining Unit

(a) The following work may be performed only by members of the bargaining unit:

| Stipend | Amount |
|-------------------------------|---------------|
| Advisory Coordinator | \$2,600 |
| Department Leader | \$3,000 |
| Wellness Team Leader | \$2,600 |
| NHS Advisor | \$1,500 |
| Special Education Coordinator | \$13,700 |

(b) Mentor teachers and mentees shall be paid \$40 per hour for their collaborative work including classroom observations, after school meetings and non-teaching blocks. Plan and total number of hours must be approved by the Director of Curriculum & Instruction.

04. Bargaining Unit and Non-Bargaining Unit Stipended Work

(a) Qualified members of the bargaining unit shall have first right of refusal for the work listed below. In the event that there are no qualified applicant from the bargaining unit, the Employer may hire a non-bargaining unit member to perform the work.

Position marked with an asterisk (*) shall only be performed in conjunction with a course of related content. In the absence of a classroom teacher for the associated course, these positions will be posted internally and become subject to the procedures outline in Article 31: Vacancies and Hiring.

| Stipend | Amount |
|---|---------------|
| Assistant Director-Dance Showcase* | \$630 |
| Assistant Director-Music Showcase* | \$630 |
| Assistant Director-Visual Arts Showcase * | \$630 |
| Asian Student Union Advisor | \$950 |
| Black Student Union Advisor | \$950 |
| Choreographer – Musical | \$2,625 |
| Director – Catalyst Dance Company* | \$2,625 |

| | |
|--------------------------------------|---------|
| Director – Dance Showcase* | \$1,260 |
| Director – Dance Senior Thesis* | \$2,100 |
| Director – Film Festival* | \$1,575 |
| Director – Film Senior Thesis* | \$1,050 |
| Director – Grad Show | \$1,050 |
| Director – HS Play* | \$2,625 |
| Director – MS Paly* | \$2,625 |
| Director – Music Showcase* | \$1,260 |
| Director – Musical* | \$3,425 |
| Director – Theater Senior Thesis* | \$2,100 |
| Director – Visual Arts Showcase | \$1,260 |
| Director – We Came to Play Tour | \$625 |
| Director – WOFA Company* | \$2,625 |
| Feminist Club Advisor | \$950 |
| GSD Advisor | \$950 |
| Headgear Advisor | \$950 |
| Hip Hop Troupe Advisor | \$950 |
| Latino Student Union Advisor | \$950 |
| Music Director – Musical | \$2,625 |
| Neurodiversity Student Union Advisor | \$950 |
| Paideia Coordinator | \$3,000 |
| Photography Stipend | \$2,625 |
| Sr. Activities Coordinator | \$1,575 |
| Yearbook Coordinator | \$2,000 |

- (b) Design staff with a course release for design work will be awarded the following annual stipends:

| Stipend | Amount |
|-----------------------|---------------|
| PVPA Costume Designer | \$6,500 |
| PVPA Scenic Designer | \$6,500 |

- (c) The following positions will be awarded to bargaining unit members or Non-Union/Non-Administrator employee who agrees to act as Capstone advisor to a senior or group of seniors and upon approval of a senior capstone project by the Director of Arts.

| Stipend | Amount |
|-------------------------|---------------|
| Senior Capstone Advisor | \$400 |

- (d) The following positions shall be posted internally and externally to be filled by either a qualified member of the bargaining unit or non-bargaining unit members.

Preference will be given to qualified members of the bargaining unit or Non-Union/Non-Administrator employees.

| STIPEND | AMOUNT |
|--|---------------|
| Soccer Coach | \$2,835 |
| Mock Trial Advisor | \$2,100 |
| PVPA Costume Designer (non-course release) | \$15,000 |
| PVPA Scenic Designer (non-course release) | \$15,000 |
| Ultimate Frisbee – Varsity | \$2,835 |
| Ultimate Frisbee – Junior Varsity | \$1,500 |

05. Term Limits: Stipends that are not associated with courses shall have clear term limits. At the end of each term, stipends shall be posted internally. Individuals may hold stipends for multiple consecutive terms, granted such employees re-apply for the position.

- (a) Department Leaders and Mental Health Coordinator: 3 year term
- (b) All other stipends not associated with courses: 1 year term

7. **New Article, Curriculum Development**, Delete reference to curriculum development from Article 14 as noted above, and include a new article, Curriculum Development (as Article 15, with all following articles and any internal references renumbered accordingly), that reads as follows:

01. The parties recognize that the development of curriculum is an essential element of the teaching and learning process. In order to best facilitate this process, classroom teachers and other relevant members of the bargaining unit developing or revising curriculum shall be compensated according to the following guidelines.

- Developing or revising curriculum shall be compensated at a rate of \$40 per hour.
- Bargaining unit members developing curriculum for a single new course shall be compensated for ten (10) hours of work.
- Bargaining unit members revising curriculum for a single course shall be compensated for five (5) hours of work.

02. Employees who are compensated for revising curriculum may request an additional five (5) hours compensation from the School Leader or designee.. Reasons for requesting additional compensation shall include, but are not limited to, substantial changes to a curriculum map or state curriculum standards.

03. Other or additional work to develop or revise curriculum being done throughout the course of the year shall be compensated at a rate of \$40 per hour as determined by the School Leader or designee with input from department leaders.

04. Curriculum development and revision does not include normal course planning or day-to-day preparations expected of all classroom teachers or other relevant members of the bargaining unit.

8. **Article 17, Performance Evaluation (Professional Educators Classroom Teachers)** The parties agree to amend Article 17 as follows:

01. Purpose

The purpose of this Article is to provide a structured, evidence-based process for professional development and performance feedback and for assessing the job performance of ~~Teachers~~ professional educators as defined by Article 3 [Definitions] of this Agreement.

The standards and procedures used in this Article are based on the Massachusetts Department of Elementary and Secondary Education (DESE) Model System for Educator Evaluation. This Article shall be interpreted in a manner consistent with DESE regulations.

02. Definitions

- a. **Achievement Level:** One of the following levels provided by the evaluator to the educator on each student learning goal and professional practice goal as outlined in the Educator Plan:
 - (i) Did not meet
 - (ii) Some progress
 - (iii) Significant Progress
 - (iv) Met
 - (v) Exceeded
- b. **Artifacts of Professional Practice:** Products of and/or directly related to an educator's work and student work samples. **PVPA will provide guidance to educators regarding the expectations for what constitutes artifacts in a given department.**
- c. **Educator Plan:** An individualized, written plan that includes specific goals for growth and/or improvement and actions for achieving them. The type of plan an educator is given is based on the educator's length of employment at PVPA and last overall summative performance rating.

The four plan types are:

- (i) Developing Educator: One (1) school year duration, developed jointly by the educator and evaluator; for all educators in their first three (3) years at PVPA and, at the discretion of the evaluator, for educators in a new discipline.
- (ii) Self-Directed Growth: One (1) or two (2) school year duration, developed jointly by the educator and evaluator; for educators who have worked at PVPA for at least three (3) years and whose last overall summative performance rating was “Proficient” or “Exemplary.”
- (iii) Directed Growth: One (1) school year duration, developed by the evaluator with input from the educator; for educators who have worked at PVPA for at least three (3) years whose last overall summative performance rating was “Needs Improvement.”
- (iv) Improvement: Not less than thirty (30) days and not more than one (1) school year, developed by the evaluator; for educators who have worked at PVPA for at least three (3) years whose last overall summative performance rating was “Unsatisfactory.”

| Plan Type | Years at PVPA | Educator’s Last Summative Performance Rating ² | Plan Duration | Developed by |
|----------------------|-----------------------------|---|------------------|----------------------------|
| Developing Educator | 0-3 years or new assignment | | 1 year | Educator & Evaluator |
| Self-Directed Growth | At least 3 years | Exemplary or Proficient | 1 or 2 years | Educator & Evaluator |
| Directed Growth | At least 3 years | Needs Improvement | 1 year | Evaluator (Educator input) |
| Improvement | At least 3 years | Unsatisfactory | 30 days - 1 year | Evaluator |

d. **End-of-cycle Summative Evaluation Report:** The written report provided to an educator by the evaluator at the end-point of the evaluation cycle that describes the evidence that was evaluated; identifies achievement levels for each goal, and summative performance ratings on each standard, and an overall rating; explains the basis for the performance ratings given; and includes targeted and constructive feedback; and a recommended recommends a Plan type for the next evaluation cycle. An educator’s evaluation shall not take into account any adverse evidence

unless it has been previously disclosed in writing to the educator by an administrator during the evaluation period within the evaluation cycle.

- e. **Evaluation:** The process of defining individual educator's goals, and assessing their performance in meeting the goals and the standards in their Educator Plan.
- f. **Evaluation Cycle:** The process followed for all educators, which includes these steps:
 - (1) Self-Assessment;
 - (2) Goal-setting and Educator Plan development;
 - (3) Plan Implementation;
 - (4) Formative Assessment;
 - (5) Summative Evaluation.
- g. **Evaluator:** The supervisor designated by PVPA to perform the evaluative functions in this Article. Evaluators shall be formally trained to perform these functions. Each educator shall have one designated primary evaluator who is responsible for determining their performance ratings.
- h. **Formative Assessment:** The step in the evaluation cycle when the evaluator assesses the educator's progress toward the goals and performance standards in their Educator Plan, and that identifies achievement levels for goals and performance ratings to date.
- i. **Goal:** A specific, actionable and measurable area targeted for improvement by an educator's Educator Plan. Goals shall be designed and described in a manner that is S.M.A.R.T.I. E. (Specific, Strategic; Measurable; Action-Oriented; Rigorous, Realistic, and Results-Focused; Timed and Tracked). ;Inclusive; Equitable).
- j. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standard.
- k. **Mid-cycle Formative Assessment Report:** The written report provided to an educator by the evaluator at the mid-point of the evaluation cycle that identifies progress levels to date for each goal and formative performance ratings on each standard as outlined in the Educator Plan, as well as targeted, constructive feedback. This step typically takes place at the mid-point of the Plan's duration (e.g., end of first year for a two year Plan).
- l. **Observation:** A classroom visit by an evaluator, during which the evaluator watches and takes written notes regarding an educator's work performance, and which may also include an examination of artifacts of professional practice.
 - 1. Announced observations shall be for an entire class period and shall be preceded by a review of the lesson or unit plan between the educator and evaluator to review the lesson or unit plan; provided that, for non-classroom teachers, announced observations shall be for one, complete scheduled

“event” with students regardless of duration.

2. Unannounced observations shall be for a minimum duration of fifteen (15) minutes.
 3. All observations shall be followed within not more than one week with specific, constructive and actionable feedback to the educator. Evaluators shall explain the basis for their judgments; describe specific actions the educator is required to take to improve performance; identify any specific evidence or benchmarks required to demonstrate improvement; and identify any support or resources available to assist the educator.
 4. Number of observations:
 1. ~~(b)~~ Educators on the Self-Directed Growth Plan shall have at least one announced and two unannounced observations per year.
 2. ~~(c)~~ All other educators shall have at least four (4) unannounced and two (2) announced observations per cycle, with half of the unannounced and announced observations occurring prior to the mid-cycle formative assessment.
- m. **Performance Rating:** One of the following ratings given by the evaluator to the educator on each performance standard and on overall performance at the end of the evaluation cycle:
- (i) Exemplary: Performance consistently and significantly exceeds requirements.
 - (ii) Proficient: Performance fully and consistently meets requirements.
 - (iii) Needs Improvement: Performance is below requirements, and improvement is necessary and expected.
 - (iv) Unsatisfactory: Performance has not significantly improved following an overall rating of “Needs Improvement” or is consistently below requirements and considered inadequate or both.
- n. **Overall Performance Rating:** The evaluator is responsible for determining an overall summative performance rating based on the educator’s ratings on each of the four Standards and an assessment of the educator’s overall goal attainment. An educator must at minimum be rated Proficient or Exemplary on both “Standard I: Curriculum, Planning, and Assessment”; and “Standard II: Teaching ~~a~~All Students” to receive an overall rating of Proficient or Exemplary.
- o. **Performance Standards:** The standards of practice educators are expected to meet (PVPA standards attached in Appendix D).

- p. **Rubric:** A scoring tool that describes the characteristics of practice or artifacts for each performance rating on each standard PVPA uses within the DESE rubric, attached **for classroom teachers or Specialized Instructional Support Personnel** as Appendices E & F, adapted as necessary to **reflect** differences between ~~the~~ DESE and PVPA standards.
- q. **Summative Evaluation: The end-of-cycle evaluation carried out by the evaluator** to rate an educator's performance on each standard and overall on the educator's attainment of the goals set forth in the Educator Plan.

03. PVPA will provide all new educators with training on the process and standards laid out in this Article, along with copies of all relevant forms and standards, as part of its new teacher orientation.

04. Evaluation Cycle:

Step 1: Self-Assessment

When completed: June (returning educators), August (new educators).

Using the Self-Assessment Form (Attached, in Appendix F) or other instrument provided by PVPA, educators assess their own performance.

Step 2: Analysis, Goal Setting, and Plan Development

When completed: By October 15.

- a. By September 30, each educator shall propose to their evaluator at least one student learning goal and at least one professional practice goal aligned ~~to~~ **with** the PVPA performance standards. These may be team goals held in common with colleagues.
- b. At a mutually convenient time, but no later than October 15 the evaluator shall schedule and hold a meeting with the educator to develop and finalize the educator's Plan goals, the specific action steps the educator will make towards those goals over the course of the Plan, and the potential evidence the educator will use to document their progress on their goals. **During this meeting, the evaluator and the educator shall discuss the types of artifacts that may be included in the assessment.** ~~Additionally, dates for all announced observations for the current school year will be scheduled at this time.~~ For Developing Educator and Self-Directed Growth Plans, this process shall be collaborative, but the evaluator shall have final authority to approve the Plan. For Directed Growth Plans and Improvement Plans, the evaluator shall consider the educator's input but is responsible for developing the Plan. For Improvement Plans, the evaluator may consider educator input but is responsible for developing the Plan.
- c. Directed Growth and Improvement Plans shall:
 - specify the standards, indicators, and elements of professional practice which require improvement by the educator;

- list and describe all action steps the educator will be expected to take;
- list and describe all evidence the educator will be expected to produce;
- specify the minimum number of announced and unannounced observations that will occur;
- specify any timelines and deadlines for completing actions and producing evidence;
- explain how progress and attainment of Plan goals will be measured;
- include at least one mid-cycle formative assessment report;
- specify the consequences of failure to meet the expectations described in the Plan; and
- Describe supports that PVPA will facilitate or provide to help the educator to achieve the desired improvement. By way of example, these may include:
 - Periodic meetings with a teacher coach;
 - Additional formative observations with feedback;
 - Co-teaching with a teacher coach or an exemplary teacher;
 - Professional development (internal and/or external);
 - Release time for the educator to observe exemplary teachers in the field.

d. The evaluator shall provide a final, approved Plan to the educator by no later than October 15, except in the case of an Improvement Plan, which shall be provided as soon as reasonably **possible** ~~possibly~~ if later than October 15. Educators shall sign the plan to confirm receipt **of**, but not necessarily agreement with, the Plan. Educators may provide a written response which will be attached to and retained with the Plan.

Step 3: Plan Implementation

When completed: Through Fall and Spring semesters, and Paideia

Educators complete the action steps in their Plan. Educators and evaluators collect evidence of work performance in the form of artifacts, student survey feedback, and evaluator observations/feedback.

Step 4: Formative Assessment

When completed: January (for one (1) year Plan) or May (two (2) year Plan).

Formative assessment may take place earlier or more frequently as the evaluator deems appropriate.

a. The evaluator shall schedule a mutually convenient meeting no later than January 31 or May 31 as appropriate with the educator at which the evaluator and educator shall review evidence and discuss the educator's performance to date on their Plan. The evaluator shall have available feedback notes relating to the educator's performance on all four standards and the educator shall have available at least four (4) artifacts of professional practice that collectively provide evidence of the educator's performance on each of the four standards and progress on their student learning and professional practice goals.

b. After the conference, the evaluator shall provide a written Mid-cycle Formative Assessment Report, which provides ratings on each standard, along with feedback for improvement. The educator shall sign the report to confirm receipt, though not necessarily agreement. The educator has the right to attach a written response, which shall be maintained with the report.

c. Based on the Formative Assessment, the evaluator may modify the activities in the educator's Plan. If an educator's performance has shown a significant decline since the last summative evaluation, the evaluator may change the plan type to a Directed Growth or Improvement Plan. Mid-cycle Formative Assessment Report ratings default to the educator's prior summative rating unless significant evidence demonstrates otherwise.

Step 5: Summative Assessment

When completed: At the end of the evaluation cycle, but no later than May 30 for any educator whose overall summative rating is less than proficient or, otherwise, June 15.

a. The evaluator shall schedule a mutually agreeable meeting time at which the evaluator and educator shall review evaluator feedback notes for all four standards and a minimum of four (4) artifacts of professional practice provided by the educator that are different from those provided for the mid-cycle formative assessment, that collectively provide evidence for each of the four standards.

b. After the conference, the evaluator shall give the educator a written End-of-cycle Summative Evaluation Report using the form attached as part of Appendix G. The educator shall sign the report to confirm receipt, though not necessarily agreement. The educator has the right to submit a written response, which shall be attached to and maintained with the End-of-cycle Summative Evaluation Report.

c. Only failure to make substantial progress toward a rating of Proficient by the end an Improvement Plan is grounds for termination for an educator who has attained just cause protection under Article 19, Discipline. PVPA shall notify an educator (with concurrent notice to the Union) by no later than June 1 of its decision to terminate.

d. Violations of this article are subject to the grievance and arbitration process. In evaluating such cases, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

e. There are no numbers or percentages that dictate ratings on Standards, the assessment of educator goal attainment, or the overall Summative Performance Rating for an individual educator. Rather than adopt a more mechanistic, one-size-fits all approach to supervision and evaluation, the evaluator should look for trends and patterns in practice across multiple types of evidence and apply their professional judgment based on this evidence when evaluating practice.

05. Evidence

Evaluator ratings shall be based on two categories of relevant evidence, including:

(a) Observations and artifacts;

(b) Other evidence relating to standards including, but not limited to, feedback from students, evidence of fulfillment of professional responsibility and evidence of family engagement. PVPA may implement a survey to collect student feedback on educators. PVPA will share the list of questions with all educators for whom a survey will be completed in advance of implementing said survey with students. Educators may also create and implement their own methods for collecting student feedback and submit resulting data as evidence for their evaluation.

06. The timeline for completion of the steps of the evaluation cycle may be extended to account for unexpected absences from work when a step in the process is due to be completed.

07. Educators have the right to be accompanied by a union representative or bargaining unit member of their choice at any evaluation-related meeting, which the educator reasonably believes may lead to an adverse employment action, provided it does not unduly delay the meeting.

9. **Article 18, Performance Evaluation (Support StaffNON-PROFESSIONAL EDUCATORS)**

01. This Article shall apply to all employees not subject to Article 17, Performance Evaluation (~~Educators~~Classroom Teachers).

02. For “~~educational staff~~” (professional educators who are not classroom teachers), PVPA shall use the appropriate DESE rubric as an evaluation tool. Educational staff includes: School Psychologist, Mental Health Team Leaders, School Counselor, Nurse, Library Media Specialist, Speech & language Pathologists / Assistants, English Language Education Coordinator, and Reading Specialist.

03. For “**support staff**” (non-professional educators, or those employees whose positions would, if employed in a non-charter public school, not be required to hold a DESE-issued license), PVPA shall develop an evaluation tool for each job title based on the requirements of the job description. Non-Professional Educators include: Theater Technician, Paraprofessional, Therapeutic Paraprofessionals, Instructional Support Professionals, and Substitute Teachers. Employees shall have an opportunity to give input into the tool that will be used to evaluate them.

a. Performance Rating: One of the following ratings given by the evaluator to the Employee on each performance standard and on overall performance at the end of the evaluation cycle:

1. **Exemplary**: Performance consistently and significantly exceeds requirements.
2. **Proficient**: Performance fully and consistently meets requirements.
3. **Needs Improvement**: Performance is below requirements, and improvement is necessary and expected.
4. **Unsatisfactory**: Performance has not significantly improved following an overall rating of “Needs Improvement” or is consistently below requirements and considered inadequate or both.

04 03. Employees shall meet with their evaluator **bi**-annually, **at minimum**, to **develop professional goals and** evaluate their performance **based on the applicable evaluation tool** ~~using the appropriate evaluation tool and to develop professional goals for the coming year.~~ The purpose of the performance evaluation is to provide constructive feedback, to reflect, and to review the employee’s progress on their goals since the last evaluation. ~~Evaluations shall be completed by the end of the school year.~~

- a. **The first bi-annual meeting shall take place no later than October 15.**
- b. **The second bi-annual meeting shall take place no later than May 31 for employees receiving an overall rating of less than Proficient and, otherwise, June 15.**
- c. **Following the first meeting, the evaluator shall create a written statement of the employee’s professional goals, and provide it to the employee. Following the second meeting, the evaluator shall complete a written evaluation, using the applicable evaluation tool, and provide it to the employee. The Employee shall sign the report to confirm receipt of, but not necessarily agreement with, the Report.**

05 04. Performance Remediation

If an employee is having performance issues, which the employee has been unable to satisfactorily address after receiving constructive feedback from the employee’s evaluator, PVPA shall use the following procedure.

- a. The evaluator will meet with the employee to discuss the performance problems and give the employee an opportunity to respond.
- b. The evaluator shall provide the employee with a written remediation plan that includes:
 - i. A description of the performance issue(s);
 1. Any specific action steps the employee will be expected to take;
 2. The way in which improvement will be measured;
 3. A reasonable timeframe for completing any actions steps or meeting specific performance standards;

4. Any training, resources or other support that will be provided by PVPA; vi. At least one mid-cycle meeting; and
5. What will happen if the employee does not successfully complete the Plan.

c. Employees shall be required to sign the remediation plan to confirm receipt, though not necessarily agreement. Employees have the right to submit a written response when given a remediation plan, a copy of which will be retained with the plan.

d. The evaluator and employee shall meet at least once mid-way through the Plan, and more often at the request of either party, to review the employee's progress. The evaluator shall advise the employee during such review(s) if the employee's progress appears insufficient, explain the basis for any concerns, and provide the employee with additional guidance and assistance to improve the employee's progress.

e. At the end of the time frame specified in the Plan, the evaluator and employee will meet to review the employee's performance. If the employee has not satisfactorily completed the Plan, the evaluator shall discuss any concerns with the employee and give the employee an opportunity to respond. The Plan may be revised and extended.

f. The duration of an Improvement Plan may be extended to account for unexpected absences of the educator or the evaluator.

g. Employees have the right to be accompanied by a union representative or other PVPA colleague of their choice during any meeting with their evaluator or with the administration described in this paragraph .04.

06. Only failure to make substantial progress toward a rating of Proficient by the end a Remediation / Improvement Plan is grounds for termination for an educator who has attained just cause protection under Article 19, Discipline. PVPA shall notify an Employee (with concurrent notice to the Union) by no later than June 1 of its decision to terminate.

10. **Article 20, Paid Time Off**. The parties agree to amend/clarify Article 20 as follows:

- a. Delete references to "contracted" hours/time in paragraphs .01 and .02.
- b. Clarify paragraph .04 by adding a sentence that reads, "PTO may not be used as vacation or for other employment."

11. **Article 21, Bereavement Leave**. The parties agree to amend Article 21 as follows:

- .01 In the event of a death of a "family member" ~~or friend in the immediate family~~, employees who are eligible for PVPA benefits will be entitled to a two-week paid bereavement leave **per death as detailed below**. Employees must notify their supervisor and submit a written request for leave to the ~~Executive-Director~~ **school leader**.

- .02. ~~“Immediate Family Member”~~ shall mean:
- a. **Parents, children, spouses, domestic partners and siblings, for which employees shall be eligible for ten (10) days of paid bereavement leave.**
 - b. **For others permanently residing in the employee’s household, grandchildren, grandparents, aunts, uncles, nieces and nephews the employee shall be eligible for five (5) days of paid bereavement leave.**
 - c. **Employees may also request additional paid bereavement leave from the school leader or designee, which may be granted in the school leader’s sole discretion and shall not be subject to the grievance process. Such requests, however, will not be unreasonably denied. If such a request is not approved, purposes of such leave is defined as parents, children, spouses, domestic partners and siblings only. In all other cases, employees must use sick/personal PTO days if they plan to be away from school.**
 - d. **For the purposes of this article, the relations described in paragraphs (a) and (b) shall include step and half relations and in-laws (inclusive of those relations of domestic partners).**

.03 **Bereavement leave is meant solely for the grieving of the employee’s loss and events intended to remember the deceased. It may not be taken prior to the death or used for addressing the affairs of the deceased, e.g., legal, financial. Employees may request to use PTO for these purposes.**

12. **Article 27, PFML.** The parties agree to clarify Article 27 as follows:

- .01 Eligible employees shall be entitled to paid leave under the Mass Paid Family Medical Leave law (“PFML”) ~~beginning January 2021~~. In some cases, the amount of leave available to eligible employees may exceed the available leave under federal law.
- .02 During a leave taken pursuant to PFML, employees will be entitled to continuation of insurance benefits and shall be entitled to reinstatement to the position held in accordance with the PFML, subject to the provisions of Article 33, Layoff/Recall. **Appendix H provides a summary of the PFML for informational purposes only. Alleged violations of the PFML are not subject to the grievance and arbitration procedures outlined in Article 11.**

~~Beginning in October 2019~~, PVPA will deduct and remit to the state PFML fund a percentage of each employee’s gross pay as allowed by state law (currently ~~.378%~~ **.63%**). This amount may increase or decrease as determined by the state from time-to-time and PVPA will adjust the deduction

and remittal accordingly. **PVPA will communicate any changes to employees' PFML contributions in writing.**

13. **Article 29, Health and Safety**. The parties agree to clarify Article 29 by:

- a. By deleting “and investigating and remedying unsafe or unhealthy conditions” from the end of paragraph .01.
- b. By adding to the end of paragraph .01, “Management will take reasonable steps to inform bargaining unit members of hazards or conditions that cause or are likely to cause accident, injury or illness, and to remedy or protect employees from such hazards or conditions.”
- c. By inserting a new paragraph .02 that reads, “No bargaining unit member shall be subject to retaliation for filing a report of an unsafe or unhealthy working condition.” The remaining paragraphs will be renumbered accordingly.
- d. By deleting “Restorative Referral or other” from paragraph .04.

14. **Article 30, Substitute Teaching**. The parties agree to amend Article 30 as follows:

- a. Revising paragraph .01(a) to read:

As a first resort, PVPA shall use permanent bargaining unit substitute teachers and per diem substitutes teachers. When no permanent bargaining unit or per diem substitute teacher is available, PVPA may solicit a classroom or ~~apprentice~~ **specialized instructional support personnel or support staff** to substitute teach. Any **such individual teacher** who substitutes shall be compensated at a rate of an additional thirty dollars (\$30) ~~twenty-five~~ **dollars (\$25)** per class ~~if the class is in their department and \$15 per class otherwise.~~ **Apprentice teachers who substitute teach will receive an additional \$10 per class.** ~~Additional compensation for fifteen (15) minutes at the applicable rate will be paid for pre-class prep, correspondence with the absent regular teacher, and other related administrative tasks.~~

- b. Deleting the word “an” from the first sentence of paragraph .02.

15. **Article 31, Vacancies/Hiring**. The parties agree to amend Article 31 as follows:

- a. Inserting at the end of paragraph .01, the following:

Vacancies will be posted for a minimum of seven (7) days. Stipendiary positions associated with specific courses are exempt from the posting requirement. Such stipendiary positions are demarcated in Article 14.

- b. Revising paragraph .03 to read, “**External candidates may be considered at any time; however,** qualified internal applicants shall be offered an interview **before external candidates.**”
- c. Inserting the phrase “and demonstration lessons (if a part of the process)” in the last sentence after the word “interviews.”

16. **Article 41, Expense Reimbursement.** The parties agree to clarify Article 41 as follows:

Employees shall be reimbursed ~~for all reasonable expenses incurred~~ for all **reasonable and** approved, job-related **expenses, including** travel. **Travel will be reimbursed** in accordance with existing practice and procedures. Mileage will be reimbursed at the current IRS rate. **Department leaders may meet with the Business Office to review departmental expenses throughout the course of the year.**

17. **Article 44, Duration.** The parties agree to update Article 44 to reflect a duration of July 1, 2023 through June 30, 2026.

18. **Recognition Program.** The parties agree PVPA may implement an employee recognition program based on years of service.

19. **Housekeeping.** The parties agree to the following housekeeping changes:

- a. Change all references to “Executive Director” to “School Leader.”
- b. Change all references to “Unit A” to the “bargaining unit.”
- c. Correct any grammatical errors, including the capitalization of titles.

This Agreement is subject to ratification by Board of Trustees and the bargaining unit.

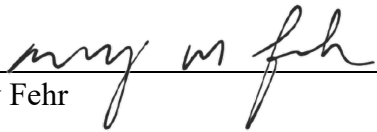
This Agreement has been duly executed by the authorized representatives of the Board and the Union.

PIONEER VALLEY PERFORMING ARTS
CHARTER PUBLIC SCHOOL
BOARD OF TRUSTEES

David Potter, President

Date: _____

UAW, Local 2322



Amy Fehr

10/11/2023

Date

APPENDIX A

SALARY MATRIX – FY '24 (July 1, 2023)

| Step | BA | MA |
|-------------|-----------|-----------|
| 1 | \$ 42,000 | \$ 44,100 |
| 2 | \$ 43,260 | \$ 45,423 |
| 3 | \$ 44,558 | \$ 46,786 |
| 4 | \$ 45,895 | \$ 48,189 |
| 5 | \$ 47,271 | \$ 49,635 |
| 6 | \$ 48,690 | \$ 51,124 |
| 7 | \$ 50,150 | \$ 52,658 |
| 8 | \$ 51,655 | \$ 54,237 |
| 9 | \$ 53,204 | \$ 55,865 |
| 10 | \$ 54,800 | \$ 57,540 |
| 11 | \$ 56,444 | \$ 59,267 |
| 12 | \$ 58,138 | \$ 61,045 |
| 13 | \$ 59,882 | \$ 62,876 |
| 14 | \$ 61,678 | \$ 64,762 |
| 15 | \$ 63,529 | \$ 66,705 |

SALARY MATRIX – FY '25 (July 1, 2024)

| Step | BA | MA |
|-------------|-----------|-----------|
| 1 | \$ 42,420 | \$ 44,541 |
| 2 | \$ 43,693 | \$ 45,877 |
| 3 | \$ 45,004 | \$ 47,254 |
| 4 | \$ 46,354 | \$ 48,671 |
| 5 | \$ 47,744 | \$ 50,131 |
| 6 | \$ 49,177 | \$ 51,635 |
| 7 | \$ 50,652 | \$ 53,185 |
| 8 | \$ 52,172 | \$ 54,779 |
| 9 | \$ 53,736 | \$ 56,424 |
| 10 | \$ 55,348 | \$ 58,115 |
| 11 | \$ 57,008 | \$ 59,860 |
| 12 | \$ 58,719 | \$ 61,655 |
| 13 | \$ 60,481 | \$ 63,505 |
| 14 | \$ 62,295 | \$ 65,410 |
| 15 | \$ 64,164 | \$ 67,372 |

SALARY MATRIX – FY '26 (July 1, 2025)

| Step | BA | MA |
|-------------|-----------|-----------|
| 1 | \$ 43,268 | \$ 45,432 |
| 2 | \$ 44,567 | \$ 46,795 |
| 3 | \$ 45,904 | \$ 48,199 |
| 4 | \$ 47,281 | \$ 49,644 |
| 5 | \$ 48,699 | \$ 51,134 |
| 6 | \$ 50,161 | \$ 52,668 |
| 7 | \$ 51,665 | \$ 54,249 |
| 8 | \$ 53,215 | \$ 55,875 |
| 9 | \$ 54,811 | \$ 57,552 |
| 10 | \$ 56,455 | \$ 59,277 |
| 11 | \$ 58,148 | \$ 61,057 |
| 12 | \$ 59,893 | \$ 62,888 |
| 13 | \$ 61,691 | \$ 64,775 |
| 14 | \$ 63,541 | \$ 66,718 |
| 15 | \$ 65,447 | \$ 68,719 |

APPENDIX B

STARTING RATES FOR NON-MATRIX POSITIONS:

| Position | 2023-2024 | 2024-2025 | 2025-2026 |
|---|--------------------------|--------------------------|-----------------------------|
| Speech & Language Pathologist Assistant | \$19.95/hr. | \$20.55/hr | \$21.16/hr |
| Paraprofessional | \$17.85/hr. | \$18.39/hr | \$18.94/hr |
| Substitute Teacher | \$15.75/hr. | \$16.22/hr | \$16.71/hr |
| Paraprofessional - Therapeutic | \$17.85/hr. | \$18.39/hr | \$18.94/hr |
| Instructional Support Professional | \$22.60/hr. | \$23.27/hr | \$23.97/hr |
| ELL Coordinator | \$63,000/year | \$64,890/year | \$66,836.70/year |
| Nurse | \$63,000 - \$71,400/year | \$64,890 - \$73,542/year | \$66,836 - \$75,748.26/year |