

Newburyport

Teachers'

Contract

9/1/19 – 8/31/22

AGREEMENT

between the

NEWBURYPORT SCHOOL COMMITTEE

and the

NEWBURYPORT TEACHERS ASSOCIATION

September 1, 2019 – August 31, 2022

SCHOOL COMMITTEE

Mayor Donna Holaday, Chairman
Bruce Menin, Vice-Chairman
Brian Callahan
Steven Cole
Nick deKanter
David Hochheiser
Sean Reardon

ADMINISTRATION

Sean Gallagher, Superintendent
Angela Bik, Assistant Superintendent

NEWBURYPORT TEACHERS ASSOCIATION OFFICERS

Joan Sheehan, President
John Gangemi, Vice-President
Ann Marie Day, Treasurer
Dianna Ouellette, Secretary

NEGOTIATING TEAM

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE this FIRST day of SEPTEMBER, 2019, by the SCHOOL COMMITTEE OF THE CITY OF NEWBURYPORT (hereinafter sometimes referred to as the Committee) and the NEWBURYPORT TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

PREAMBLE

Recognizing that our mutual prime purpose is to provide education of the highest possible quality for the children of Newburyport, and that good morale within the teaching staff of Newburyport is essential to achievement of that purpose, we the undersigned parties of this Contract declare that:

1. Under the laws of Massachusetts, the Committee, elected by the citizens of Newburyport, has final responsibility for establishing the educational policies of the public schools of Newburyport.
2. The Superintendent of Schools of Newburyport (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
3. The teaching staff of the public schools of Newburyport shares with the Committee the responsibility for providing in the classrooms of the schools education of the highest possible quality.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours and other conditions of employment for the teaching staff; and so;
5. To give effect to these declarations, the following principles and Procedures are hereby adopted.

ARTICLE I - SCOPE

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative for all classroom teachers, nurses and other professional personnel but excluding the Superintendent of Schools, the Assistant Superintendent of Schools, Executive Assistant to the Superintendent, Executive Assistant to the Superintendent for Finance and Human Resources, Directors, Director of Pupil Services, Director of Guidance, Deans, Literacy and Math Specialists, Team Coordinators, PreK-8 STEM Coordinator, PreK-8 Literacy Coordinator, Coordinator of Health/Nursing/Safety,

Assistant/Associate Principals and Principals, Athletic Director, Director of Facilities, IT Director, IT Technicians, Monitors, Crossing Guards, Generalist Media Aide, Project Manager NLEC, COTAs, Data Specialist and excluding all other employees.

The Association will be informed immediately by the Committee on any matter which affects the wages, hours and working conditions of any person governed by the Agreement.

ARTICLE II - COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provisions of this Contract (and except as otherwise provided by Appendix A attached hereto and made a part hereof) the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this contract shall continue to be so applicable.

ARTICLE III - PAYROLL DEDUCTIONS

A. Union Dues

The Committee hereby accepts the provisions of Section 17-C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Newburyport all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the Contract, as shown on the payroll deduction authorization form attached hereto, and made apart hereof.

The Committee shall require as a condition of employment during the life of the Agreement the payment on or after the Thirtieth day following the beginning of such employment, or the effective date of this Agreement, of a service fee to the Association; provided that such service fee shall not be imposed unless this Agreement has been formally executed, pursuant to a vote of a majority of all employees present and voting. Such service fee shall be equal to the dues of the Association.

Except when a new employee is hired after October 1 of the school year, any new employee must file the required form for dues and other payroll deductions no later than September 15 of the school year. Any changes in the dues structure or amount of dues for a current employee must be reported to the Superintendent's office by September 15 of the school year the changes are to go into effect. If the employee does not meet this deadline, then dues or payroll deductions shall remain unchanged for the school year.

The Committee agrees to forward to the NTA the names and position of any new employee, or any changes in personnel status prior to September 15 of the school year. This provision will be waived in extenuating circumstances. In addition, after September 15, the Committee agrees to notify the Association of the names and the new position of any new employee, or any changes in personnel status, following the first payroll in which the new employee or the change in personnel status is reflected.

The Association shall indemnify and save or hold the Committee harmless against all claims, demands, suits or other form of liability which may arise by reason of any action taken by the Committee pursuant to this Article.

B. MTA Offered Disability Insurance

The Committee agrees to allow employees to authorize payroll deductions for the purchase of disability insurance through the Massachusetts Teachers Association.

From and after the receipt of written authorization from the employee, and prior to any revocation thereof, the Committee will deduct from the salary of the teacher signing such authorization the designated monthly premium amount for such insurance as therein authorized and will remit the amount so deducted in accordance with such authorization. The Association shall allow two (2) pay periods for the Committee to commence payroll deductions following submission for authorization.

The authorization shall remain in effect until written revocation of this authorization is provided to the District's Human Resource Administrator, which shall become effective two (2) pay periods from receipt of said notification.

The Committee will incur no liability for loss of monies collected pursuant to this Article after transmitting same to the Insurance provider identified by the Association. The funds will be issued directly to the aforementioned Insurance company by the City Treasurer's office.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a professional employee or group of professional employees and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of professional employees. Both parties

agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any professional employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted at this step without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that the 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, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is practicable.

Step One

A professional employee with a grievance shall first discuss it with his principal or immediate superior directly or through an Association representative with the object of resolving the matter informally. Said discussion shall take place no later than thirty days after the teacher knew or should have known of the act or condition on which the grievance is based. A dispute as to whether a grievance has been waived under the paragraph will be subject to arbitration pursuant to Step Four.

Step Two:

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at step one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the teacher may file the grievance in writing with the Professional Rights and Responsibilities Committee (hereinafter referred to as the "P R & R Committee") within five school (5) days after the decision at Step One or eight school (8) days after the grievance was presented, whichever is sooner. If the P R & R Committee determines that the grievance is meritorious and is in the best interest of the Newburyport School System, within five (5) school days after receiving the written grievance, the P R & R Committee may refer the grievance in writing to the Superintendent of Schools or his designee.
- (b) The Superintendent or his designee shall meet with the aggrieved person (and a representative of the Association if so requested) within five (5) school days after receipt of the written grievance from the P R & R Committee in an effort to resolve the grievance. The Superintendent or his designee shall respond to said grievance in writing and provide the rationale for his decision.

Step Three:

If the grievance has not been resolved to the satisfaction of the grievant and the Association within five (5) school days after presentation of the grievance at Step Two, the grievant and/or the Association may within five (5) school days submit the grievance to the Committee. Within ten (10) school days after the grievance has been filed with the Committee, a majority of the Committee shall meet with the grievant and representatives of the Association for the purpose of hearing the arguments of the parties involved. Within five (5) school days after said meeting the Chairman of the Committee shall respond to the grievance.

Step Four:

- (a) Where the grievance involves the violation of a specific term and/or provision of this Agreement and if such grievance shall not have been satisfactorily disposed of at Step Three, the Association may refer the unsettled grievance to arbitration in writing within ten (10) school days after decision of the School Committee under Step Three. The Arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) days, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
- (b) The Arbitrator will issue his decision not later than thirty (30) calendar days from the date of the close of hearings or if oral hearings have been waived, then from the date the final statements and briefs are submitted to him. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.
- (c) The Arbitrator's fee, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
- (d) Any meeting with reference to the grievance procedure shall be held during non- school hours. The parties may agree to conduct any arbitration hearing during school hours.
- (e) Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance arbitration provisions of this Agreement.
 - (1) The failure or refusal by the Superintendent to renew the contract of, or to reappoint a probationary or a teacher without professional teacher status. The parties recognize that a teacher without professional teacher status who has been teaching for more than ninety (90) days in Newburyport School System has a right to a hearing at his request before the Superintendent under Massachusetts General Laws Chapter 71, Section 42.

Exclusive Remedy

- (1) In any matter involving suspension, dismissal, removal or termination and which is not specifically excluded from arbitration hereunder, the employee may elect arbitration as the exclusive remedy for such matter.
- (2) The arbitration provisions of this Agreement will not apply to a grievance unless the employee elects the Grievance-Arbitration provisions as final and binding and as the exclusive remedy.
- (3) A signed grievance on the form contained in Appendix E, Forms section filed by the employee in Step Three of the grievance procedure shall constitute an election hereunder.
- (4) Failure of the employee to elect one remedy from a choice of remedies shall be justifiable and proper grounds for the Committee to refuse to process the grievance. Such a refusal by the Committee shall not constitute a violation of the collective bargaining agreement.
- (5) In matters involving the dismissal of a teacher with professional teacher status, the teacher after a hearing before the Superintendent in accordance with Massachusetts General Laws, Chapter 71, Section 42, may elect to have the matter finally determined and resolved by an arbitrator under Step Four of the Grievance-Arbitration procedure. A signed grievance filed by the employee within ten (10) days after the Superintendent has issued its decision shall constitute an election hereunder.

ARTICLE V - RIGHTS OF COMMITTEE AND SUPERINTENDENT

Subject to the provision of whatever agreement may be reached, the School Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities to control, supervise and manage the Public Schools and the professional staff under governing law, ordinances, rules and regulations. In all matters under this agreement calling for exercise of judgment or discretion on the part of the Superintendent and/or the School Committee, the decision of the Superintendent and/or the School Committee shall be final and binding if made in good faith – i.e., not arbitrarily, capriciously or without rational basis in fact – except where some other standard of grievability or arbitrariness is set forth in this agreement.

ARTICLE VI - NO STRIKE

During the life of this Agreement the Association agrees that it will not cause, condone, sanction, or take part in any strike, slowdown or work stoppage.

The Association and its members, individually and collectively, agree that if there is a violation of this clause, any or all teachers violating this clause will, at the discretion of the Superintendent, be subject to discharge, suspension or complete loss of any seniority.

ARTICLE VII - AGREEMENT TO MEET

The parties to this agreement will meet if considered necessary by either party during the term of this agreement to discuss matters of mutual concern.

ARTICLE VIII - PERIOD OF EMPLOYMENT

Effective with the 2006-2007 contract year, if the first Monday in September falls on the 5th, 6th, or 7th, the Superintendent shall have the option of starting the work year one week before Labor Day. In the event that the Superintendent exercises this option, all provisions of the Agreement to take effect on that September 1 shall take effect with the first workday. Teachers shall be notified by February 28 of the calendar for the next school year. In the event that the Superintendent exercises this option, no work or school will be scheduled on the Friday immediately preceding Labor Day.

ARTICLE IX - TEACHER WORK YEAR, WORK DAY, DUTIES

A. Work Year

1. The work year shall consist of no more than 184 days.
 - a. The Professional Development Council shall plan the training program for the two, eight-hour days within the 184-day work year.
2. The Superintendent shall propose and the School Committee shall adopt a calendar for each school year not later than June 1 immediately preceding the school year.
3. Nurses shall work three (3) days during the week prior to the start of the student school year at their per diem rate of pay.
4. High School Student Support Counselors will work for four (4) days during the summer prior to the start of the student year at their per diem rate of pay, performing those duties delegated by the Dean of Student Support Services including, but not limited to amending schedules, registering students, withdrawing students, and meeting with students and parents. The summer work days shall be six (6) hours in duration for a total of 24 hours. Exact work hours will be by mutual agreement of the counselors and the Director of Guidance. Absent mutual agreement, the work day shall be 8:00 a.m. to 3:00 p.m. with a one (1) hour lunch. Counselors will only be compensated for those days worked.

B. Starting and Dismissal Times

1. Starting and dismissal times may be subject to modification by the School Committee so as to best serve the educational needs of the children and the objectives of the school system.

2. The current policy will continue that all elementary and middle school teachers in order to fulfill their professional responsibilities should be available in the school building, fifteen minutes prior to the beginning of the instructional day and to remain within the school building, fifteen minutes after the close of the instructional day. High School teachers will be available in the school building five (5) minutes prior to the beginning of the instructional day and will remain within the school building five (5) minutes after the close of the instructional day.

C. Staff Meetings

1. Teachers may be required to remain after the student dismissal time, without additional compensation, to attend up to two (2) building-based, grade-level, subject area or system-wide meetings per month. These meetings will start no later than fifteen (15) minutes after the student dismissal time and will not exceed ninety (90) minutes in length. The foregoing limitation may be exceeded only in emergency situations beyond the control of the administration or for other good and sufficient reason approved in advance by the Superintendent or Assistant Superintendent.
2. In addition to the required meetings designated in Section C(1) above, the administration may schedule up to five (5) meetings per year only for purposes of staff training mandated by the Department of Education. Five (5) working days' notice of these meetings will be provided to the affected staff.
3. Except in cases of emergency, an agenda will be distributed to staff members no later than the beginning of the workday on which any meeting is held. If no agenda is distributed, it is understood that the meetings will be no longer than one (1) hour in length. This limitation may be exceeded only in an emergency situation which is beyond the control of the administration.

D. Extra Help Sessions

Both parties acknowledge that extra help/support before or after the regular school session is an integral part of the faculty member's work. For this reason, each faculty member will determine with the approval of the principal the schedule and content of one (1) hour of student contact time which will benefit their classroom, caseload, or building, provided that no member is required to remain outside the regular school session more than ONE day each week up to one hour. An initial schedule will be provided by September 15 by members to the building principal. Any schedule changes needed by the member will be submitted to the principal for approval as soon as the member is aware of the change.

E. Duty Free Lunch

1. All professional staff members shall be granted a minimum of thirty (30) minutes for lunch, duty free.
2. Each nurse will schedule a duty free lunch period during the day equal to the

length of the unit member lunch in the building. The nurse, however, understands that s/he must respond to emergencies in the building. In the event the nurse loses all or a portion of the identified lunch period, s/he will reschedule the lunch time during that day.

F. Evening Meetings

Faculty members will attend four (4) evening events, per school year, as determined by the principal, each of which will be not more than two (2) hours in length, or an equivalent of eight (8) hours per year. If a faculty member's presence is not required at an evening event, an alternative evening event will be mutually agreed upon by the member and principal. No such event will take place on an evening prior to non-school day or anytime during the weekend without the agreement of the faculty member. Identification of the four (4) evening events will be provided to members by September 15, or as soon thereafter as possible with a minimum of 30 days' notice. Any other school related evening events beyond the aforementioned four (4) evening events or eight (8) hours per year are voluntary events.

G. Detention

All teachers will be required on a roster basis to supervise detention periods in schools where detention is held.

H. Head Teachers

In cases where an assistant principal is not assigned to an elementary school building, a head teacher shall assume responsibilities in the absence of the principal and accept other assignments as directed by the principal.

I. Special Subject Teachers

Responsibility for a class shall rest with the special subject teacher when that teacher is teaching a class. The regular teacher may decide for himself whether or not to leave a room.

J. Non-Teaching Duties

The Committee recognizes the desirability of relieving the professional staff of various non-teaching duties in order that maximum time and energy may be devoted to teaching.

K. Flexible Work Schedule

1. The Committee and the Association agree that in order to maintain and improve the quality of education in Newburyport, it may be helpful to vary from traditional structures, staffing, and scheduling patterns in certain departments or school buildings. However, both parties recognize that new or experimental programs must be planned and undertaken thoughtfully and cautiously. Input from the staff, particularly the affected teachers, will be sought.

2. When the administration desires to implement a flexible schedule for a particular department, building, group of teachers, teacher or for a course, the administration shall notify the Association President and the affected teacher(s). The administration shall discuss the proposed change with the Association President and the affected teacher(s). If the administration and the affected teacher (if the change affects only one teacher), or if the administration and the majority of the affected teachers (if the change affects more than one teacher) agree in writing to the flexible work schedule, the change in schedule will be implemented for the entire group during the following school year, except where undue hardship prevents one or more teachers from meeting the requirements of the flexible work schedule. In that case, however, the flexible work schedule shall be implemented for the majority of the group of teachers.
3. A teacher or group of teachers may present a proposal for a flexible schedule to the Superintendent for review in writing and approval. The Superintendent will notify the teacher or group of teachers of his/her decision to deny any proposal or grant any proposal within sixty (60) days of submission. The administration shall discuss the proposed change with the Association and the affected teacher(s). If all parties agree in writing to the terms and conditions of a flexible schedule - the change in schedule will be implemented during the following school year.
4. The implementation of a flexible work schedule shall not result in the layoff of any bargaining unit member, and no unit member will have any action taken against him/her for refusing to participate in the arrangement.
5. The non-teaching duties of unit members participating in a flexible work schedule will be equitable if possible.
6. The per credit student contact hours for a class offered as part of the District's flexible schedule programming will be at least equal to the per credit student contact hours of a class offered during the established school days.
7. The Superintendent or his/her designee will create policies and/or procedures for the District's flexible schedule programming, including but not limited to safety protocols and class cancellations and make-ups, which will be communicated to and reviewed with the Association President.

L. Part-Time Educator

A part-time teacher shall be defined as any teacher working less than 1.0 FTE. Part-time teachers shall be required to participate in the following meetings and activities as outlined below:

1. Mandatory Training – Part-time teachers will be required to attend up to five (5) meetings per year for the purposes of staff training mandated by the Department of Education.
2. Professional Development – Part-time teachers are required to attend a pro-rata amount of District professional development based upon their FTE. If professional development is held on a day that the part-time teacher is not required to work, the Principal and employee will explore options for alternative professional development to be scheduled during the teacher's regular paid non-student contact time, not to include the teacher's preparation or lunch time. If an alternative offering is not possible and the Principal requires the teacher to attend professional development during a time that the teacher is not required to work, then the teacher will be paid at the contract hourly rate. The teacher will be provided with a minimum of two (2) weeks' notice, when possible, of the need to be present during a time outside of his/her regular work hours.
3. Faculty Meetings – Elementary/middle school part-time teachers will be required to attend one (1) elementary/middle school faculty meeting a month, to be determined in advance with their Principal. High School part-time teachers will be required to attend one (1) high school department or faculty meeting a month, to be determined in advance with their Principal.
4. Parent Teacher Conferences – Part-time teachers will attend parent-teacher conferences of not more than two (2) hours in length when such conferences are organized on a school-wide basis. There will be no more than four (4) such conferences each year.
5. Duties – Part-time teachers shall have duties assigned consistent with their schedule and the needs of the particular school building specifically. Any duties assigned to a part-time teacher shall be contiguous to the teacher's teaching period.

M. Pre K/K Community Outreach

When the Principal determines there is a need for a Pre-Kindergarten or Kindergarten teacher to be present for community outreach purposes (in excess of the four meetings per year referenced at Article IX, Section F), volunteers will be sought, and the teacher will be paid at the Contracted Hourly Rate.

ARTICLE X - WORKLOAD AND ASSIGNMENTS

A. Definitions

Subject: An organized body of knowledge to be taught to pupils. (English, geography, reading, etc).

Module/Mod: The smallest integral of time during which the school day is organized. At the Middle School, each module is 5 minutes.

Cycle: The number of days required to complete the different organizations of time in which specific subjects will be taught. The High School schedule is composed of a seven (7) day cycle and the Middle School schedule is composed of a six (6) day cycle.

Section: A group of pupils scheduled to meet at the same time in the same place for (a) designated number of mods per day.

Period/Block: A specific number of mods linked together to form a segment of time during the cycle in which a specific subject is taught.

Class: One meeting of one section during a specific period/block.

Preparation: The number of sections for which significantly different lesson plans must be made.

B. Preparation Period

1. The School Committee and the Teachers Association recognize that the citizens of Newburyport expect that all school personnel shall work full-time during the established school day at tasks directly related to the educational welfare of their children.
2. The School Committee recognizes that teachers should have time during the school day for planning, preparation, and other tasks directly related to the teaching process.
3. The Teachers Association recognizes that the teacher's working day must be fully devoted to tasks directly related to the teaching process, and that periods during which a teacher is not assigned to a teaching or supervisory duty are not to be construed as free time.
4. The Administration of the Middle School shall assign to each teacher one 60 minute period each day or the weekly equivalent thereof, for the purpose of planning, co-planning, and preparation. As part of the preparation periods, there will be a grade level meeting once per cycle which the Principal may attend.

5. No teacher shall be required to substitute for another teacher during this preparation time except in an emergency as determined by the Principal.
6. In the event that a contingency prohibits the full implementation of this provision, the teacher shall be relieved for an equivalent amount of time from another non-teaching assignment.
7. Special Educators Preparation Time
 - a. The Parties shall establish a joint committee comprised of up to six (6) members designated by the NTA President and up to six (6) members designated by the Superintendent to review the current workload of special educators and service providers.
 - b. The joint committee will begin meeting in September 2019 with the goal of bringing forward recommendations to the Superintendent and Association President by January 15, 2020.
 - c. Mandatory subjects of bargaining will be referred to the Negotiation Teams within one (1) month of any recommendations of the joint committee.
 - d. Until such time as the joint committee completes its work and until the Negotiation Teams have recommended any contractual changes, when members are unable to take lunch or prep due to the scheduling of an IEP meeting or other IEP required duties, members will advise the building administrator in advance, where possible. Recovery time will take the form of substitute or other coverage as determined by the building administration.

C. High School

1. The High School Schedule shall consist of a seven (7) day cycle with six (6) periods and a thirty (30) minute duty-free lunch for teachers.
2. Staff members will teach thirty (30) periods out of forty-two (42) periods in a normal seven-day rotation.
3. Teachers shall receive daily preparation time. The provisions of this section will be satisfied where, over the course of two 7-day cycles, teachers receive a minimum average of seventy-four (74) minutes per day to be used for preparation. In order to provide the minimum average of seventy-four (74) minutes per day over the course of the two seven-day cycles at least two staff members will be assigned to each study hall to provide for such prep time. Staff members assigned to the same study hall under the new schedule will submit a plan of study hall coverage to the High School Principal for approval. Special education teachers who are not

assigned to a study hall will continue the practice of sharing Academic Support in order to meet the average prep time referenced above.

4. No teacher will be required by the Administration or a supervisor to cover another teacher's class or portion of a class during his/her preparation period unless he/she is compensated at the rate of \$25/class or a portion thereof. This provision shall not apply to teachers who are assigned to the same study hall under paragraph 3 above.
5. A joint schedule review committee shall be formed, with representatives named by the Association and representatives named by the School Committee, to evaluate the current schedule in regards to how it is meeting the needs of High School students, how it reflects the Newburyport High School mission statement and 21st Century Skills.

D. Middle School

The maximum teaching load of teachers in departmentalized classrooms in Grade 6-8 as defined are as follows:

1. Teachers of English, Reading, Social Studies, Science, and Mathematics will be assigned to interdisciplinary teaching teams.
2. Such team members shall be guaranteed an average of sixty (60) minutes planning time per day.
3. It is understood that the above is based on seventy-eight (78) five (5) minutes modules per day. In the event this schedule is modified, the teaching load shall be modified by mutual agreement.
4. Effective September 1, 1995, the Administration intends to employ lunch room monitors for the purpose of relieving all Middle School teachers from Supervisory lunch room duties.

E Elementary School

Effective school year 2006-2007, all elementary (PreK-5) teachers will, in addition to their lunch period, be relieved of the morning recess supervisory duties. Teachers will be guaranteed a forty-five (45) consecutive minute block of preparation time each full school day. All preparation time shall be scheduled within the hours of the student instructional day.

F. Contingency

In the event that a contingency prohibits the full implementation of these provisions, a teacher shall be relieved for an equivalent amount of time from such assignments as homeroom or study hall.

G. Extracurricular Assignments

Extracurricular assignments which require work after school hours shall be voluntary according to Appendix B. The rate of pay for all such assignments shall be determined by the School Committee and announced when such positions are posted.

H. Certification

Teachers will be hired to teach in their area(s) of certification. Teachers may voluntarily accept duty outside fields of certification, but they must make some effort by taking courses toward fulfilling certification at the earliest possible date.

I. Summer School

Summer school assignments shall be offered to teachers within the Newburyport system first. Assignments shall be voluntary. Openings for summer positions shall be brought to the attention of the total teaching staff and any who feel qualified may apply.

J. Change in Assignment

1. When changes in assignments are necessary, a list of positions open in other Newburyport Schools shall be made available to the teachers affected.
2. Preference on the basis of seniority of service in Newburyport shall be given consideration in the reassignment of rooms and schools.
3. Whenever possible teachers shall be assigned to teach subjects within the scope of their teaching certificates or their major or minor fields of study.
4. Teachers who will be affected by change of grade or subject assignment will be notified in writing and consulted by their principals before the end of the school year preceding change whenever possible.

K. Teachers Who Work In More Than One School (Itinerant Teachers)

1. For those unit members who are assigned to work in more than one school building, a schedule for building duties and meetings will be determined and communicated to the unit member by the first day of school each year. This schedule may be subject to change with reasonable notice provided to the member.
2. A unit member who is assigned to more than one school building shall be observed and evaluated by a primary evaluator who is identified by September 15th of each evaluation year.
3. A unit member who is assigned to more than one school building in a given school

day will be assigned the work day, i.e. start time and end time, of only one building. The work day will be identified to the member by the first day of the school year.

4. A unit member who is assigned to more than one school building in a given school day will be provided with a reasonable amount of time to travel from building to building, as well as time to set up and break down his/her class materials where necessary. Any issues with respect to reasonableness will first be discussed by the Superintendent and the Association President in an effort to resolve the concern.
5. A unit member who is assigned to more than one school building in a given school day will be reimbursed for mileage at the District rate. Said reimbursement will be made by the District following the conclusion of the school year.
6. There shall be at least one parking space designated at each school when an itinerant teacher is assigned to more than one school in a given school day.

ARTICLE XI - VACANCIES AND TRANSFERS

A. Vacancies

All open positions in the school system shall be posted in each building and on the School District's web site during the school year, and in the case of vacancies which occur after the last day of school and prior to August 15, in lieu of the posting, the Superintendent or his/her designee shall notify the president of the Newburyport Teachers Association and shall mail notice to those teachers who have provided stamped self-addressed envelopes to the Superintendent or his/her designee at the beginning of the summer vacation. If a vacancy occurs after August 15 and prior to the first day of school, such vacancy may be filled without such notice. In filling such vacancies, all other qualifications being equal (such qualifications to include training, experience, teaching ability, the teacher's evaluations and the judgment of the Superintendent and the appropriate principal), preference will be given to qualified teachers already employed by Newburyport Public Schools. All teachers covered by this agreement who make written application for such vacancies will be given the courtesy of an interview and a timely follow-up response. The parties agree that the decision of the Superintendent will be final and will not be subject to procedures provided in Article IV of this agreement.

B. Transfers

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

Therefore, they agree as follows:

1. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.

2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Newburyport School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon request of the teacher the Association will be notified and the Superintendent (or his designee) will meet with the Association's representative to discuss the transfer.
3. A list of open positions in other Newburyport Schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Newburyport School System. All such teachers will be given adequate time off for the purpose of visiting Newburyport schools at which such openings exist.
4. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.
5. Exceptions to the provisions of Section 1, 2, 3 and/or 4 above, may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Association will be notified of every 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 Three thereof.
6. Teachers desiring a transfer will submit a written request to the Superintendent or his/her designee stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year to be considered for the next school year. Request must be renewed each year. All requests will be acknowledged in writing.
7. Before a teacher is transferred permanently to a particular school, the principal of the school in question will be consulted regarding said transfer.

ARTICLE XII - PROTECTION OF TEACHERS

1. A teacher will not be reprimanded by a principal or other supervisor in the presence of pupils, parents or other teachers.
2. Any teachers accused by a pupil, parent, or other person of improper conduct shall have the right to counsel and Association representation in any meetings to investigate same.
3. An administrator to whom a written or oral complaint against a teacher is made will,

where appropriate, first refer the complaint to the individual about whom the complaint was made. If the complaint cannot be resolved between the two individuals or if the complaint is of such a substantial nature that it should be handled by an administrator in the first instance, then, within three (3) school days, except in unusual circumstances beyond the control of the administrator(s), the administrator will notify the teacher that a complaint has been received and will be investigated. Complaints will be handled and investigated in a timely manner. As part of any investigation the teacher will be given the opportunity to have an Association representative present and to respond to the complaint.

4. No teacher shall be disciplined, suspended or discharged without just cause.

ARTICLE XIII - POLICIES REGARDING PUPILS

A. Evaluation

The evaluation of the pupil by the classroom teacher shall be given prime consideration in determining whether or not a pupil who fails a given academic subject during the regular school year will be permitted to make up this/these subject(s) during a summer session. It is understood that the final decision shall be made by the principal.

B. Promotion and Retention

The evaluation of the pupil by the classroom teacher shall be given prime consideration in determining the promotion or retention of the pupil. The teacher shall submit for the approval of the principal a clear explanation of all the factors in his evaluation of pupils and shall, when requested to do so, present his rank book for inspection by the principal. It is understood that the final decision shall be made by the principal.

ARTICLE XIV - SICK LEAVE

A. Annual Allowance

In any school year, an employee may be absent for fifteen days because of personal illness and receive full pay. The Superintendent of Schools or his/her designee may request a doctor's certificate for any period of declared sickness. The annual allowance of sick days shall accrue to each member of the bargaining unit at the rate of 1.5 days per month commencing on the last day of September in each school year, and shall continue to accrue at said rate on the last days of each month on the school year thereafter, while said member continues in employment. This rate of accrual may be accelerated because of hardship or for other good reason shown, at the discretion of the School Committee.

An employee shall be entitled to use up to fifteen (15) sick days each year in case of emergency, illness or injury in the immediate family which requires an employee to care for or to make arrangements for necessary medical or nursing care. Immediate family shall mean spouse, children, parents, siblings, mother-in-law, father-in-law, and a member of his/her immediate household.

B. Cumulative Sick Leave

Cumulative sick leave as herein defined is the sum of all unused portions of an employee's annual allowance of fifteen (15) days. A written notice of application for benefits under the cumulative sick leave rule must be accompanied by an additional statement of the beneficiary's physician and must be presented to the Superintendent of Schools or his/her designee within ten (10) days after commencement of the cumulative period. Thereafter at the end of each two weeks the beneficiary shall file with the Superintendent of Schools or his/her designee an absentee's certificate of disability, signed by his or her physician. The School Committee reserves the right to require the certificate of the School Physician in addition to the above certificate.

Failure to comply with the regulations governing the cumulative sick leave plan suffices to deprive the applicant of participation therein. In any current school year, an employee shall be entitled to his/her current sick leave allowance, and in conformity with above, that portion of his/her cumulative sick leave which has accrued.

C. Retirement Benefits

(For teachers hired prior to June 30, 1995.)

1. Upon their retirement, teachers shall be paid fifty percent (50%) of the daily rate of pay in the last year of service for each unused day of cumulative sick leave up to a maximum of one hundred and sixty-five (165) days.

Teachers planning to retire shall give notice prior to the establishment of the budget for the year in which retirement is to become effective, or in the event that a teacher does not give such notice, for whatever reason, the retirement sick leave benefits will be paid during the subsequent budget year.

Retirement sick leave benefits will be extended to the estate of a teacher, the beneficiary, or the beneficiary's representative in the event of death during service.

2.
 - a.) All teachers shall be eligible to participate in a tax deferred compensation plan (403B) of the employee's choosing from a list of District approved vendors. Employees are responsible for opening an approved 403B account prior to beginning deductions.
 - b.) For those teachers hired after September 1, 1995, the School Committee shall provide a matching contribution of between \$100 and \$500 (in \$100 increments) at the beginning of the employee's fourth (4th) year of consecutive service only if the employee contributes a matching amount to the annuity plan. A general notice to all eligible staff shall be issued annually during the first week of school informing staff of this opportunity and inviting them to participate. This notice shall include the total number of pay periods from a specified date until the May 15 match deadline to assist members in calculating an appropriate bi-weekly

contribution to achieve the \$500.00 match. The employee's contributions will be deducted in equal installments from his/her biweekly pay over the course of the school year and must equal or exceed \$500.00 by May 15th.

The process for matching contributions is as follows:

1. By May 15th, the employee must have contributed their match amount into an approved 403B account. A notice will be issued the first week of May requesting that all participants meet with Central Office HR to review and sign the necessary forms.
2. Payment of the District match will occur on or after May 15, based upon the actual amount contributed by the employee by May 15, not to exceed \$500.00.

D. Sick Leave/FMLA Leave

When an eligible teacher, (i.e. a teacher who has completed one full academic year of continuous service as a full-time employee), utilizes sick leave, whether from the Sick Leave Bank or his/her own accumulated sick leave, for a serious health condition, such leave will be deducted from the teacher's entitlement to (12) weeks leave under the FMLA.

E. Sick Leave Bank

1. Effective September 1, 1976, a sick leave bank shall be established for use by eligible members of the professional staff covered by this Agreement who have serious illness or accident which results in exhaustion of an individual's accumulated sick leave.
2. On September 1, 1976, members of the professional staff covered by this Agreement shall each contribute one (1) day of their annual fifteen (15) days of sick leave in order to fund the bank.
3. The initial grant of sick leave by the bank committee to an eligible employee shall not exceed thirty (30) days.
4. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant. The maximum days granted an individual will not exceed one hundred fifty (150) days.
5. Any sick leave granted under the provisions of this Section shall expire at the end of the applicable school year.
6. The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the

Committee to serve at its discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.

- i. Adequate medical evidence of serious illness.
- ii. Prior utilization of all eligible sick leave. When the unused sick leave bank days reach fifty (50) days, it shall be increased by the contribution (assessment) of one additional day of sick leave by each member of the professional staff covered by this Agreement. Additional contributions (assessments) will be deducted from the teacher's annual sick 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.

ARTICLE XV - TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. The parties recognize that absences impact the educational process. Teachers will be allowed up to four (4) days leave of absence for religious, personal, legal business, household or family matters which require such absence during school hours.
2. It is the policy of the School Committee to be reasonable in meeting such needs of the staff. The school department assumes that personnel will be equally reasonable in requesting such leave only under the following conditions:
 - a. The situation is one which occurred suddenly, or is of such a nature that pre-planning is not possible or such pre-planning could not have eliminated the need for the leave.
 - b. The situation is serious and unavoidable and of major importance, not one of mere convenience.
 - c. The matter is one which cannot be postponed to, or resolved after, school hours.
3. Application for personal leave will be made on the Personal Leave Request Form presently in use, for approval of the Principal. Such application will be made at least twenty-four (24) hours before taking such leave (except in cases of emergency). Said approval will not be unreasonably withheld.
4. Personal leave should not be taken the day(s) before or after a vacation. However, a teacher may request the use of a personal day before or after a vacation period

due to extenuating or serious circumstances. Such a request must be made in writing to the Superintendent or his/her designee who may approve the use of a personal day in these circumstances.

5. Requests for use of consecutive personal days in excess of two consecutive days will be granted only on approval by the Superintendent or his/her designee.

B. Funeral Leave

For a period not exceeding three (3) days, full pay will be granted in the case of death in the family (husband, wife, parent, grandparent, child, brother, sister). The same privileges will be granted for absence due to the death of a relative with whom the employee is living. An employee will be allowed absence for a single day with pay to attend the funeral of a friend or a distant relative.

C. Military Leave

1. Professional personnel called upon to serve, or who volunteer for service in the Armed Forces and who serve continuously for six (6) months or longer shall be granted a leave-of-absence for their term of duty, and shall be reinstated on the salary schedule one (1) Step above that at which they left by the September following the end of their service duty.
2. Any teacher who must be absent from school to fulfill military obligations because of membership in an active reserve unit of the Armed Forces, provided he is ordered to duty, shall be paid the difference of his full salary as a teacher and his compensation as a reservist up to seventeen (17) calendar days of such leave. If such leave is granted over seventeen (17) calendar days no pay shall be given. Such time shall not be counted as sick or personal leave.

D. Court Appearance

When an employee is summoned into Court as a witness during school hours, the School Department will pay the difference between the full salary and the full compensation for serving as a witness for up to three (3) days per school year, provided that the employee has previously utilized his four (4) days leave of absence pursuant to Paragraph A above. The requirements to use personal days shall not apply to job related appearances. This paragraph shall be subject to the same condition as Paragraph A above.

E. Jury Duty

An employee shall receive his full compensation minus a deduction for his juror's pay when required to serve as a juror during the school year. The teacher shall make every effort to obtain permission from the Court to serve as a juror during a period when school is not in session.

F. Religious Leave

A teacher whose religious faith requires in the usual observance of religious holidays of that faith that he be absent from work for one or more full teaching days shall have the above limit extended by the number of such holidays that occur during the school year.

G. Quarantine

When the Board of Health places an employee under quarantine for a period of a week or less, there shall be no loss in salary.

H. Personal Injury

Teachers shall be paid during an extended absence as a result of personal injury suffered in the course of employment. The pay shall be the teacher's normal salary less the amount of Workmen's Compensation.

I. Parental Leave of Absence

1. A parental leave of absence shall be granted upon request to any qualifying employee for the purpose of giving birth to and/or rearing a newly born infant or for the placement of a child under the age of 18, or under the age of 23 if the child is disabled, for adoption or foster or court ordered placement.

In order to qualify for the parental leave of absence:

- a. The employee must have completed one full academic year of continuous service as a unit employee, except as stated at section b.3, below.
- b. The employee shall notify the Superintendent or his/her designee, in writing, at least 45 school days prior to the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. At the time of the notification, the employee shall select, in writing, one of the following options:
 1. Extended leave without pay for up to one (1) year - A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family Medical Leave Act (FMLA), depending upon the employee's eligibility.
 - A. An employee on an extended leave pursuant to Section C(1) may return to work at the beginning of a school year or the beginning of the second semester.

2. Leave of up to twelve (12) weeks duration pursuant to the Family Medical Leave Act 1993 (FMLA leave), depending upon the employee's eligibility – A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.
 - A. An employee on a FMLA leave has the right to return to work at the conclusion of up to twelve (12) weeks FMLA leave.
 - B. For leave taken under the FMLA, any two (2) employees of the District shall only be entitled to twelve (12) weeks of parental leave in the aggregate for the birth or placement of the same child.
3. An employee who has not completed one full academic year of full time service, but who has completed more than three (3) months of service, may be granted up to eight (8) weeks of leave of absence pursuant to G.L. c.149, §105D, the Massachusetts Parental Leave Act ("MPLA"). A member taking leave under this provision who has accrued sick leave benefits under Article XIV of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.
 - A. An employee on leave pursuant to the MPLA shall provide the Superintendent of his/her designee with at least two (2) weeks' notice of the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.
 - B. An employee on a leave pursuant to G.L. c.149, §105D has the right to return to work at the conclusion of a leave of up to eight (8) weeks.
 - C. For leave taken under the MPLA, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child.
- c. An employee on leave shall retain all rights held prior to such leave. However, she/he shall not advance in increment unless he/she taught at least ninety (90) school days in the school year in which the leave commenced.
- d. While an employee is on the FMLA leave, the Committee shall continue its contribution toward the employee's health insurance premium, provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may

continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.

e. Notice of Return to Work

1. Extended Leave: An employee on an extended leave pursuant to Section 1(c)(1) above shall notify the Superintendent or his/her designee by March 1 (if she/he were scheduled to return at the beginning of the school year) whether or not she/he is going to return to work at the beginning of the school year. An employee on an extended leave pursuant to Section 1(c)(1) above shall notify the Superintendent or his/her designee by September 1 if she/he were scheduled to return to work at the beginning of the second semester whether or not she/he is going to return to work at the beginning of the second semester.
2. FMLA Leave: An employee on FMLA leave shall notify the Superintendent or his/her designee at least four (4) weeks prior to his/her scheduled date of return from leave whether or not she/he intends to return to work.

J. FMLA Leave for Serious Health Condition

1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own serious health condition or the serious health condition of a member of his/her immediate family. In addition, that employee may be entitled to use sick leave during the 12 week leave (or any portion) provision to Article XV. Fact sheets from the Department of Labor which describe the terms of this leave are available from the Superintendent's office.
2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit a Department of Labor certification of health care provider. Copies of this form are available from the Superintendent's office.
3. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employer is insured through the school department provided that the employee makes timely contribution toward the health insurance premium.
4. Prior to an employee's return from FMLA related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provider.

ARTICLE XVI - SABBATICAL LEAVES

After seven (7) years of continuous service in the Newburyport Public Schools, a teacher may apply for Sabbatical Leave for approved study and research. The Committee may grant such leave on the following conditions.

1. That the teacher be properly certified in the State of Massachusetts at the time of making the application.
2. That the application be in writing to the Superintendent of Schools or his/her designee on or before November 15 of the school year.
3. That it be a requirement that if such leave is granted, that a member of the staff who is granted this leave must enter into a written agreement with the Committee that upon termination of such leave he will return to serve in the Newburyport Public Schools for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund the City of Newburyport, an amount equal to such proportion of salary received by him/her while on leave as the amount of service actually rendered as agreed, bears to the whole amount of service agreed to be rendered.
4. Sabbatical leave will be granted on the basis of one-half pay for the period of the leave. No such leave will be extended for more than one (1) full academic (school) year.
5. Such leave shall be recommended by the Superintendent before Committee approval is granted.
6. No more than the ratio of one per hundred full-time teachers or major fraction thereof on the staff may receive Sabbatical Leave in any one year.
7. Teachers returning after such leave shall not suffer any loss of benefits prior to taking such leave.
8. Time spent on Sabbatical Leave shall be recognized on the salary schedule as equivalent to time spent in teacher in the Newburyport Schools.
9. Salary payments shall be made on a ten (10) months monthly basis.

ARTICLE XVII - INSURANCE AND HOSPITALIZATION BENEFITS

1. The City of Newburyport and the Committee shall pay 75% of the cost of any hospital, medical and surgical insurance plan or program in effect during this Agreement and 75% of the cost of a \$5,000 life insurance policy. The City will also offer an HMO designated by the Group Insurance Advisory Committee, subject to the same rate.

2. The City and the Committee will continue to provide comprehensive, medical and dental insurance plans at the current cost ratio, benefits and level of benefits which are currently in effect. The contribution rates may change at the regular renewal period for the plans. Notice shall be provided by the City Treasurer to all employees during the month of July.
3. Should any mandatory changes occur in the State Statute (32B) effecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject.
4. The parties agree to implement a restricted Cafeteria Benefits Plan to meet IRS requirements, but limited to the employees share of life insurance and medical insurance premiums paid through payroll deductions.

ARTICLE XVIII - CONFLICT WITH LAW OR STATE REGULATIONS

No part or provision of this Agreement or any appendix attached hereto which is in conflict with any law or regulation of the State Department of Education shall prevail over such law or regulations while such conflict exists.

ARTICLE XIX - IN-SERVICE EDUCATION, PROFESSIONAL DEVELOPMENT AND COURSE REIMBURSEMENT

A. Philosophy

Both the Newburyport School Committee and the Newburyport Teachers Association recognize the importance of all teachers continuing to enhance their own professional development to better serve the educational needs of the children of Newburyport.

B. Professional Development Council

1. There shall be a Professional Development Council (PDC) composed of the Instructional Leadership Team (ILTs) and the Collaborative Education Leaders (CELs); three (3) administrators or supervisors; the Assistant Superintendent. The PDC will be co-chaired by a representative of the teachers and a representative of the administration.
2. The Professional Development Council shall have the following duties:
 - a. The PDC will plan, organize, and review the Professional Development activities of the school system.
 - b. The PDC will recommend to the Superintendent an annual budget for professional development.
 - c. The PDC will review all requests for in-service credits and make a recommendation to the Superintendent. The guidelines and procedures will be developed as stated in Section C.

- d. On an annual basis, the PDC will receive a list of the courses for which teachers received reimbursement according to D. Tuition Reimbursement.
- e. It shall be the responsibility of PDC members to communicate the training needs of the teachers within their buildings, especially the training needs related to new or existing curricula.
- f. Prior to the implementation of new curriculum, the PDC will be informed and given the opportunity to provide feedback regarding professional development to support the new curriculum.

C. Curriculum Initiatives/Professional Development

Prior to the implementation of any new curriculum, members will be provided with professional development within the contract year and day.

D. In-Service Program

- 1. Both parties recognize the need for continued professional development through the continuing development of the skills and knowledge of the professional staff.
- 2. Professional development activities are recognized through the salary schedule and by means of reimbursement for tuition costs upon recommendation by the Professional Development Council and approval of the Superintendent.
- 3. Program for In-Service Credit

This program will provide in-service credit to be awarded on an annual basis and used for horizontal movement on the salary schedule for activities based upon the criteria described herein.

- a. The teacher seeking such credit shall submit a proposal on the Individual or Group In-Service Credit Proposal Form, and forward such form to their building principal. Principals will indicate their recommendation regarding the proposal and forward the form to the Professional Development Council (PDC), who will indicate an initial approval of the proposal.
- b. In-Service Credit may be offered to groups or individuals, by the school system, for courses or projects with system-wide impact. In those cases the Assistant Superintendent will present the proposed course or project to the Professional Development Council for their review against the criteria described.

- c. All in-service credit must meet the following:
1. In-service credit will be awarded based on 12 hours equaling one (1) in-service credit and must be similar in quality and/or rigor to graduate level course work.
 2. In-service credit must be related to one or more of the following:
 - District and school goals
 - Individual recertification needs
 - Newburyport Public Schools curriculum and the Massachusetts Curriculum Frameworks and may be completed in the following ways:
 - Courses/workshops
 - Individual or committee work
 - Study groups
 3. All work must be accomplished outside of the teacher's regular work-day and such time must not be compensated for in any other manner.
 4. The Professional Development Council (PDC), will determine final approval based on completion of a final product, as outlined on the In-Service Credit Proposal form and will forward their recommendation for the awarding of in-service credit to the Superintendent or designee.
 5. A course for which both in-service credits and graduate credits are offered and which is identical in content and rigor to a graduate level course, as determined solely in the discretion of the Director of Curriculum, shall be eligible for horizontal movement on the salary schedule and for tuition reimbursement. The teacher has to present evidence that the course is identical in content and rigor to the graduate level course and the institution granting such graduate credit is an accredited institution.
 6. Teachers may be required to explain the relationship of their proposal to their Individual Professional Development Plan, but will not be required to submit a copy of that Plan to the PDC.
 7. Denial of any approvals required hereunder shall not be subject to challenge. However, the reason(s) for such denial will be provided to the teacher.
- d. Teachers who have attained Bachelors+15 status on the salary schedule will not be eligible for In-Service Credits until they earn a Masters degree from an accredited college or university, but instead will be eligible for a stipend payment based on Options Beyond the Salary Schedule (Article XXIV). Similarly those teachers who were grandfathered into the Master's Equivalent status on the salary schedule will not be eligible for in-service credits unless and until they attain a Master's Degree from an accredited college or university. Instead, they will be eligible for a stipend payment based on Options Beyond the Salary schedule (Article XXIV). Determination of such

stipend payments will be based on Level I of Options of Beyond the Salary Schedule. Any questions which may arise related to the level of the Options Beyond the Salary Schedule matrix, may be appealed to the Superintendent. In the unlikely event that funds are unavailable, teachers will be notified in writing of that fact in advance of participation in an activity/course.

E. Tuition Reimbursement

A teacher shall be reimbursed fifty percent (50%) of the tuition cost of courses taken at an accredited college or university subject to the following conditions:

1. The course must be approved in advance by the Superintendent or his/her designee.
2. The course must be part of a planned program to enhance the competence of the teacher in his/her present position, and normally one that would be part of a degree program. Other courses may be approved at the discretion of the Superintendent or his/her designee.
3. The teacher must achieve a grade of at least B or its equivalent and shall submit a record of the grade to the Superintendent or his/her designee.
4. The teacher shall pay the entire tuition fee and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the tuition bill shall be submitted to the Superintendent or his/her designee as evidence of the cost of the course.
5. To be eligible for tuition reimbursement as provided in this article a teacher shall be planning to continue his employment in the Newburyport Public Schools during the year following the year in which the course was taken. Payment for courses taken during a summer session will be made only to teachers who return in September.
6. Reimbursement for tuition will be limited to eight hundred dollars (\$800) per contract year, per teacher. All requests for the first course reimbursement will be met prior to a teacher receiving any additional reimbursement.
7. The Committee agrees to budget the sum of fifteen thousand dollars (\$15,000) for tuition reimbursement as provided in this Article.
8. Monies for tuition reimbursement shall be split equally among summer, first semester and second semester coursework. Monies that are not used in one triad will be carried forward and used as part of the next triad. Any money remaining at the end of the third triad will first be used to reimburse members whose first course was not paid due to a lack of available funds in a given triad. Any monies remaining after those payments will then be evenly distributed among unit members who took more than one course. A tally of the monies expended for each section shall be sent to the Association president.

F. Non-Credit/PDP Reimbursement

Effective September 1, 2020, a teacher shall be reimbursed up to fifty percent (50%) of the cost of non-credit or PDP courses taken from an approved provider subject to the following conditions:

1. The course must be approved in advance by the Superintendent or his/her designee.
2. The provider must be on the DESE approved PD Provider Registry (<http://www.doe.mass.edu/pd/search/searchresults.aspx?ContentArea=&OrganizationType=&GradeLevel=&TargetAudience=&PDFFormat=&Region=&ModeOfInteraction=3&EdEvalStandard=&Keyword>) or on a list agreed to by the Association President and the Superintendent.
3. The course must be part of a planned program to enhance the competence of the teacher in his/her present position or to satisfy re-licensure requirements. Other courses may be approved at the discretion of the Superintendent or his/her designee.
4. The teacher must submit a certification of completion to the Superintendent or his/her designee.
5. The teacher shall pay the entire course cost and shall be reimbursed on the successful completion of the course as provided herein. A received copy of the bill shall be submitted to the Superintendent or his/her designee as evidence of the cost of the course.
6. To be eligible for reimbursement as provided in this Article a teacher shall be planning to continue his/her employment in the Newburyport Public Schools during the year following the year in which the course was taken. Payment for courses taken during a summer session will be made only to teachers who return in September.
7. Reimbursement will be limited to five hundred dollars (\$500.00) per contract year, per teacher. All requests for the first course reimbursement will be met prior to a teacher receiving any additional reimbursement.
8. Starting with the 2020-2021 school year, the Committee agrees to budget the sum of three thousand dollars (\$3,000.00) for reimbursement as provided in this Article.
9. Monies for reimbursement shall be split equally among summer, first semester and second semester coursework. Monies that are not used in one triad will be carried forward and used as part of the next triad. Any money estimated as of May 15th to be remaining at the end of the third triad will be added to the pool of funds available for tuition reimbursement under Article XIX, Section E. A tally of the monies expended for each section shall be sent to the Association president.

- G. The Committee will pay for registration, tuition and course materials for any course it requests a teacher to take.

ARTICLE XX - EXCHANGE TEACHERS

The Committee has the right to establish a program whereby teachers may, with their agreement, be exchanged for teachers in other school districts in the United States or a foreign country. Procedures to be utilized in such an exchange program shall be recommended by the Superintendent, and shall include, among other appropriate provisions, the following:

1. All rights and privileges of the Newburyport teacher shall remain in effect.
2. The exchange teacher shall be placed on the salary schedule in accordance with his experience and training.

ARTICLE XXI - PROFESSIONAL CONDUCT

A. Extended Vacations

Established and publicized school vacations are not to be extended by professional staff members, except for extraordinary reasons approved in advance by the Superintendent. "In advance" shall be interpreted to mean in advance of the day on which a school vacation begins. If such "extraordinary reasons" occur during the vacation period, the professional staff member shall notify the Superintendent immediately by the best possible means. Teachers may be asked by the Superintendent for written explanations of such extensions. Violations of this article shall subject the violator to appropriate administrative remedies.

B. Resignations

A teacher may resign for reasons of illness, pregnancy, or other similarly justifiable reasons by submitting a letter of resignation at least (30) days in advance of the proposed final day of work, unless the contract has been terminated by mutual consent or School Committee action. Violations of this article shall subject the violator to appropriate administrative remedies and upon notification, the Teachers Association shall refer the matter to its P R & R Committee for appropriate action.

ARTICLE XXII - CONDUCT OF ASSOCIATION BUSINESS

A. Leave for Association business such as:

1. NEA, NTA, MTA conferences shall not be unreasonably denied.
2. Normal local Association business should take place after school hours.

3. In the event, the Association President is required by the Administration to be present for a meeting(s) during the school day, the Administration will replace the President with a substitute which will be at Committee expense.
 4. If the Association President is required by the N.T.A. to be present for a meeting(s) during the school day, the Administration will replace the President with a substitute which will be at N.T.A. expense.
- B. The Committee shall make available to the Association the minutes of its meetings.
 - C. Mail boxes and bulletin boards will be available for Association business.
 - D. The Association shall furnish the Superintendent with a list of its officers, members and members of its standing committee as soon as they are appointed and shall notify him of any changes that occur thereafter.
 - E. The Association shall furnish the Superintendent with the names of any person or persons empowered by it to conduct negotiations with the School Committee, and in the case of any such person who is not a member of the professional staff of the Newburyport Public Schools, the Association shall furnish information relative to the professional affiliations of that person and his relationship to the Association. The Committee agrees to furnish the same information to the president of the Teachers Association.

ARTICLE XXIII - EVALUATIONS

- A. The Association and the Committee agree that the evaluation of professional personnel is essential to the improvement of professional performance, and to the fulfillment of the responsibility of both parties to provide educational services of high quality for all of the children in the schools.
- B. The Association and the Committee agree that evaluation procedures set forth in the Newburyport Educator Evaluation System shall be primarily concerned with helping teachers to improve their professional performance.
- C. The PERFORMANCE EVALUATION for both teachers with and without Professional Teacher's Status in Newburyport will be conducted pursuant to the Newburyport Educator Evaluation System, attached as Appendix I.
- D. Personnel Files
 1. If any written report is made concerning a teacher, which is to be placed in the teacher's file, the teacher shall be given a copy of such report before it is filed. The teacher shall sign the file copy to acknowledge that he has seen the report prior to its filing. The teacher's signature shall not be construed as agreement with the contents of the report.

2. A teacher who disagrees with the contents of any such report shall have the right to submit a written commentary which shall be placed with the report in his personnel file.
3. Inspection of personnel records shall be governed by Chapter 71. Section 42C of the Massachusetts General Laws.

ARTICLE XXIV - LEADERSHIP POSITIONS/STIPENDED POSITIONS

A. Options Beyond the Salary Schedule

The Options Beyond the Salary Schedule Matrix is the result of a Joint Study Committee report which devised a framework for determining equitable compensation for teachers who contract to take on responsibilities beyond those expected of all teachers. The framework is designed to provide our system with flexibility to create new and modified positions, while ensuring that similar positions are compensated similarly across the system. The parties have agreed to include these as part of the agreement.

The compensation Matrix would be used to “level” a stipended position based on its job description. The Superintendent and the Association President will review all stipended positions annually, and will review the proposed compensation against the Matrix. Some discretion will be required in positioning stipends within the benchmarks of the Matrix, but each decision must be supported by a rationale based on the criteria of work load and responsibility set forth in the Matrix.

A number of assumptions underlie the provision:

1. Only positions with a term of at least one (1) year will be reviewed in the context of the Matrix. Short-term assignments for which a stipend is paid are not included in the Matrix. However, summer curriculum work throughout the school year may be included within the Matrix. Such short-term assignments shall be paid at a rate of not less than thirty-five dollars (\$35.00) per hour, referred to herein as the “Contracted Hourly Rate”.
2. All positions will have a job description in place before a stipend is determined. Job descriptions for stipended positions should include an estimate of the time required to perform the tasks outside the school day and year.
3. The School Committee will determine on an annual basis whether a stipended position will be funded for the upcoming school year and, subject to funding, the Superintendent will determine whether to fill such position.
4. The Superintendent and the Association President will meet by May 15 of each year for the following purposes:
 - (a) for the Superintendent to provide the Association President with notice of any stipended positions which will not be filled for the upcoming school year;

- (b) to review the job descriptions and compensation for all stipended positions which the Superintendent intends to fill; and
 - (c) to prepare and sign an updated list of stipended positions.
5. Stipend positions intended to be filled for the start of the next School Year will be posted by June 1.
 6. The stipends paid for leadership and extracurricular activities are set forth at Appendices B and D of the Agreement.
 7. When a new Extra-Curricular or Coaching position is created or established, the Association and the Committee agree to negotiate an appropriate annual stipend which will become part of the Collective Bargaining Agreement.
 8. The term of a stipended position is one school year. Stipended positions will be posted no later than June 1 of each year. The posting will be for a period of seven (7) calendar days. All NTA members will be provided with notice of the posting electronically utilizing their Newburyport Public Schools email. Vacancies in stipended positions occurring after June 1 will be posted in accordance with the aforementioned procedures, i.e. seven (7) calendar days notice by email. For vacancies occurring over the summer, the posting period will be expanded to two (2) weeks. Qualified NTA members will be afforded preference in appointment. If no qualified NTA member applies, the District may seek applicants from outside the Association.
 9. Prior to a teacher's commencement of work, the following details will be put in writing, signed and dated by both the teacher who has been appointed to the contracted position, as well as the administrator who created/sponsored the position:
 - a. A detailed description of the work expected of the teacher;
 - b. Any document/form that must be completed and submitted in order for the teacher to receive payment; and
 - c. The expected level of compensation for the position.
 10. Payment for work completed under Article XXIV will be disbursed to the teacher no later than four (4) paychecks after the completed work has been submitted to the responsible administrator, and the responsible administrator has confirmed the completeness of the submitted documentation.

B. The Matrix:

1. The task words used to define each level are cumulative for each higher level. That is, a level 3 position includes some or all of the tasks from levels one and two in addition to those specific to level 3.

2. Not every word used to describe a level will be found in every job description. Rather, the words serve to define a level of responsibility and activity that would be expected of a teacher at that level.
3. Each level has a base stipend and an estimate of the minimum time outside the school day and year to be dedicated to the position. Criteria for moving forward the maximum stipend are spelled out in terms of time (for levels I and II) and in terms of people supervised (for level III). Both criteria are designed to match compensation with work load.
4. The mid-range stipend is a benchmark between the minimum and maximum, but does not preclude stipends falling at other points between the two extremes. The workload criteria may be used to level jobs at any point between the minimum and the maximum.
- 5.

Level	Descriptors	Base Stipend/ Time on Task	Mid Range Stipend	Max Stipend
I	Plans Develops Communicates Organizes Lists Assesses Designs Surveys Implements Set goals	\$500 + 1 week outside school year + ≤ 36 hours outside school day	\$750 + 1 week outside school year + > 36 ≤ 72 hours outside school day	\$1,000 + 1 week outside school year + > 72 hours outside school day
II	Initiates Builds consensus Analyzes Collaborates Researches Catalyses Facilitates Directs Plans Agendas Models behavior Mentors	\$2,000 + 2 weeks outside school year + ≤ 36 hours outside school day	\$3,000 + 2 weeks outside school year + > 36 ≤ 72 hours outside school day	\$4,000 + 2 weeks outside school year + > 72 hours outside school day
III	Observes Judges Sets standards Determines direction Decides Manages Evaluates Recommends Supports Plan programs Mediates	\$2,500 + 3 weeks outside school year - 40% release time from teaching duties + \$250 per person “supervised”		

C. Other Stipended Positions

1. Teachers of Pre-Kindergarten and Kindergarten shall receive Two Hundred Dollars (\$200.00) in addition to their basic salary.
2. Teachers of self-contained special needs classes shall receive \$500 in addition to their basic salary while so serving. This stipend will be eliminated effective September 1, 2017.
3. When a BCBA is required as a result of the terms of a student's IEP to conduct a home visit outside of regular work hours, such work shall be considered voluntary and then the member will be paid his/her hourly rate of pay (based upon his/her per diem rate).
4. Virtual High School (VHS) Positions

VHS Coordinator: This shall be a stipendiary position with an annual stipend of \$5000. It is envisioned that the VHS Coordinator duties would be in addition to the unit member's regular teaching duties. There would be no release time granted from those duties.

VHS Teacher: This teaching position will be comprised of a .8 FTE Newburyport High School position and a .2 FTE VHS teacher position. There will be no release time granted from the .8 NHS contractual responsibilities.

Notwithstanding the respective working conditions of the two positions referenced above, it is understood for the Fall 2009 semester, one individual may be called upon to serve in a combined capacity: as both the VHS Coordinator and the VHS Teacher. In such case, the individual will be employed under the working conditions for a VHS Coordinator (a 1.0 FTE teacher who serves as a Coordinator outside his/her regular duties for an annual stipend of \$5,000.00) who also performs an additional .2 FTE as the VHS Teacher, for which he/she is compensated. As such the individual would be working as a 1.2 FTE.

The Parties agree to meet at the conclusion of the 2009-2010 school year to review the actual job duties as performed by these positions.

ARTICLE XXV - REDUCTION IN FORCE

A. Definitions:

1. Seniority:

An employee's total length of service in years, months and days in the employ of the Committee, except as modified hereunder:

- a. Teachers who resign and later return to the system will receive seniority credit for one-half the number of total days worked each year, not to exceed ninety-one (91) days in any school year, for each of those school years prior to their resignation(s).

- b. Part-time teachers shall be granted full credit for service occurring prior to September 1, 1983. Thereafter, a part-time teacher shall receive proportionate credit based on the total number of days worked each year.
- c. Unpaid leaves of absences, excluding leave taken under the Family and Medical Leave Act, shall not be counted toward seniority but shall not constitute a break in seniority. Employees shall be credited for seniority purposes up to a maximum of one year with time spent on any paid leave of absence provided for in this agreement.
- d. In the event of equal seniority, continuous service in the employ of the Committee shall govern. If continuous service is equal, the Superintendent shall apply the “head and shoulders” standard of Section B,5 hereof to the unit members. The Superintendent shall notify the affected teacher (s) in writing.

2. Part time Teachers:

A teacher who works a portion of a day, week or year.

3. Qualified: Shall in this article mean the following:

- a. Appropriate Certification
- b. Having taught a course successfully for one year in the department

4. Recall

The effective period of the recall list would be from September 1, immediately following their layoff through August 31, two years following their layoff. Vacancies which occur during this period shall be filled from the recall list outlined in this agreement.

5. Departments:

Pre-K

Elementary Department K-5

6-12 Departments

- English
- Mathematics
- Science
- History
- Technology Education
- Foreign Language
 - Latin
 - French

- Spanish
- German

K-12 Departments

- Guidance
- Art
- Music
- Physical Education/Health/Wellness
- School Nurse
- Library Teacher
- Special Education
- Technology

If other categories are created during the life of the Agreement, the parties will determine where they shall be placed in the classification.

B. Procedures

1. Reduction-in-force will be achieved first by attrition, including but not limited to resignation, retirement, death or the non-renewal of a teacher without professional teacher status.
2. If layoffs of unit members with professional teacher status are then needed, then no teacher with more than three years of continuous service shall be laid off if there is a teacher with less than three years of service in the system whose position the teacher is qualified to fill.
3. The Committee shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.
4. In the event of reduction-in-force, it is recognized by the parties that the assignment and transfer sections of this Agreement will be administered to provide for the retention and recall of staff under this Article.
5. Seniority shall determine retention and layoffs shall occur in reverse of order of seniority. If however, the junior teacher in a department can be demonstrated to be “head and shoulders” above an individual member in the department senior to him, the junior teacher may be retained. If the next most junior teacher in a department can be demonstrated to be “head and shoulders” above an individual member of the department senior to him, he, too, may be retained and the next most junior teacher shall be laid off. If layoff occurs by seniority, such action is not grievable. In the event an administrator is returned to this bargaining unit, the “head and shoulders” standard does not apply and the most junior teacher shall be laid off. An administrator who returns to this bargaining unit shall be credited with one-half of the number of years of service accrued while serving in an administrative position, in addition to any years of service previously accrued as a member of the teachers bargaining unit. To demonstrate “head and shoulders” superiority, the following criteria shall be used in order:

- a. Evaluation of the two (2) most recent successive years.
 - b. Nature and diversity of certification.
 - c. Previous teaching experience in and out of Newburyport.
 - d. Academic background, including degree status and courses taken in major and minor fields of study.
6. A teacher with professional teacher status who is scheduled to be laid off may “bump” a less senior teacher in another department if he is certified and has taught a course successfully for one year in the department. A teacher may be prevented from bumping into another department if the assignments of the members of the department cannot be adjusted to accommodate the entry of the teacher into the department. A reasonable effort shall be made to adjust the assignments.
 7. For purposes affecting consideration of professional teacher status and/or seniority, an employee whose position still may not be eligible for formal inclusion under the state’s professional teacher status laws shall be considered to have professional teacher status if the employee has received in that position a fourth consecutive appointment or has otherwise met the requirements and provision of MGL CH. 71 S. 41.
 8. Nothing in the Agreement shall prevent a teacher from volunteering to be laid off, should he so choose.
 9. All teachers to be affected by a reduction-in-force shall be notified in accordance with (a) or (b) below to be effective the subsequent September 1.
 - a. Employees who are to be laid off for reasons of economy (budgetary reasons) will be notified in writing of such layoff within fifteen (15) days of the date on which the Newburyport City Council formally adopts the Newburyport Municipal Budget.
 - b. Employees who are to be laid off because of decrease in pupil enrollment, changes in curriculum or any reason other than 9(a), will be notified in writing of such layoff within fifteen (15) days of the date on which the school committee formally adopts the school budget.

The notification shall include a statement or reason (s) for the reduction-in-force as it pertains to the individual teacher. A copy of any such notifications shall be sent contemporaneously to the President of the Association.

C. Recall

1. During the recall period, teachers affected by a reduction-in-force shall maintain, subject to law, all rights and benefits accrued during their previous service in Newburyport and

shall be included in the group medical and insurance plans, at their option, provided that they pay one hundred percent (100%) of the premiums, subject to any regulations that may apply.

2. Once a teacher has been notified of being affected by a layoff, the teacher must determine whether he desires to exercise his rights pursuant to M.G.L. c.71, §42 or exercise rights pursuant to this Agreement and be placed on the recall list. Said written decision must be sent to the Superintendent within thirty (30) calendar days of receipt of the layoff notice. Any affected teacher (s) who elects to waive rights to a dismissal hearing pursuant to M.G.L. c.71, §§42 or 42A does so with the understanding that such waiver applies irrevocable to that particular position held at the time and shall encompass the automatic termination process at the end of the layoff period. Should the teacher not be reduced or should the teacher be recalled at any time prior to the expiration or the recall period, the written waiver shall be returned to the teacher, except said waiver shall not be returned to a teacher who agrees to replace a teacher on leave of absence or who otherwise agrees to return on a temporary basis. The waiver is contained in Appendix E, Forms.
3. A teacher on the recall list shall be considered to be on an unpaid leave of the duration of the recall period.
4. Should a teacher not accept recall for any reason prior to the expiration of the recall period, the teacher may resign or retire from the system. If the teacher retires, he shall be entitled to the benefit otherwise accorded retiring teachers in Article XV C (in accordance with the procedure outlined therein).
5. All teachers on the recall list who choose to be recorded on the substitute list shall notify the Superintendent in writing. Teachers so recorded shall be accorded priority in the awarding of assignments in accordance with guidelines established by the NTA and the Superintendent.
6. The recall procedure shall be as follows:
 - a. Recall shall be by inverse order – i.e., last out, first in.
 - b. A laid off teacher shall have the right to return to a position in the Department from which he was reduced.
 - c. A laid-off teacher shall have the right to return to a position in a department other than that from which he was reduced if there is no other teacher from the department on the recall list, if he is certified, and if he has taught a course successfully for one year in the department.
 - d. This procedure shall be applied until no qualified employees remain on the list.
 - e. In the event there is a vacancy in a department other than the one from which the teacher was reduced, for which the teacher was qualified but whose recall would require the

adjustment of assignments during the school year, the teacher need not be recalled during the school year, but would be recalled for the following September 1 (in accordance with the standards of Section 5 of this Article) prior to hiring of an individual from outside the system.

7. Notification of a vacancy shall be made within a reasonable time after occurrence of a vacancy. A copy of the notice shall be sent contemporaneously to the Association. If a teacher does not accept the position by the end of fourteen (14) days after it has been offered, the Committee shall offer the position to the next qualified teacher on the list. This section shall not preclude the Superintendent from simultaneously notifying up to three (3) qualified teachers on the recall list of an offer of potential recall, but order of recall shall be governed by Section 15. If there is no qualified teacher on the list, the Committee may elect whoever it chooses.
 - a. If a teacher is under contract to teach in another school district he may claim the vacancy within fourteen (14) days or agree in writing within the same time period to return to Newburyport on September 1st of the following school year. The vacancy would then be offered to the next qualified teacher on the recall list, if any, on a temporary basis for the balance of the school year. The seniority standing of a teacher filling in on a temporary basis shall not be added to or detracted from by said acceptance.
 - b. The unanticipated illness of a teacher shall result in the position being offered to a teacher on recall when it can reasonably be determined that the teachers illness will be prolonged.
8. Any teacher affected by a reduction-in-force who accepts another teaching position during the two-year recall period shall notify the Superintendent of this act within thirty (30) days of his appointment and shall inform the Superintendent as to whether or not he wishes to maintain his status on the recall list. Such notification and information shall be in writing. Any person who fails to comply with the provisions of this section shall be placed at the bottom of the recall list.
9. A teacher who refuses the offer of a position shall be placed at the bottom of the list.
10. If a teacher on recall is not recalled within the two year period, his rights under this Article are terminated, and he shall be dismissed automatically in accordance with the terms of the waiver executed him.

D. Seniority List:

1. A list specifying the seniority status of each employee in the employ of the Committee shall be prepared by the Superintendent and forwarded to the President of the Association within ninety (90) days following the formal execution of the Agreement.

2. If no written objections of the Superintendent's original seniority list are filed in writing by thirty (30) calendar days after receipt of same by the President of the Association, the listing shall be deemed final and binding. After this initial period for objections to the original list, the only challenge arising out of placement on the original list that will be examined shall be an error of a typographical nature. Written objections to the seniority list shall be filed with the Superintendent of Schools and a copy shall be sent to the Association President.
3. Thereafter, an updated seniority list shall be supplied by the Superintendent by November 1st of each calendar year. If no written objections to the seniority list are filed in writing by fifteen (15) days after receipt of same by the Association President, the list will be deemed final and binding. Challenges to a list of that of the previous year may be raised only on the basis of an inaccuracy or discrepancy that has arisen since the close of the previous challenge period. Written objections to the seniority list shall be filed with the Superintendent of Schools and a copy shall be sent to the Association President.
4. In the event there are questions or objections raised in writing to the Superintendent, these will be jointly examined by the President of the Association and the Superintendent. If the Present and the Superintendent cannot resolve the objection, the Association may process the objection through the grievance procedure beginning at Step 3, or the Committee and the Association may agree to submit the objection to expedited Arbitration.

E. Waiver

A teacher with professional teacher status who is notified that he is to be laid off and who waives in writing on the form Appendix F, Forms, present and/or future rights to a dismissal hearing pursuant to MGL CH. 71 S. 42 for the express purpose of the specific reduction for which he has been notified pursuant to this Article XXV, shall be placed on an involuntary unpaid leave of absence and retain all tenure rights, seniority and other contractual benefits in lieu of dismissal. Such involuntary unpaid leave of absence shall be for a period of two (2) years from September 1st, immediately following notice of reduction. Should the teacher accept recall, said waiver is null and void. The teacher shall be dismissed automatically following the termination of the involuntary leave of absence.

ARTICLE XXVI – WORKING SUBCOMMITTEES

The Parties agree to form the following study committee, with representatives of their own choosing, to study and collaborate on inclusionary practices, including the integrated therapies approach.

By doing so, neither side waives any rights or positions it may take regarding their relative bargaining obligations on these topics.

ARTICLE XXVII – CONTRACT RE-OPENERS

A. **High School Student Schedule**

In the event that during the life of the 2019-2022 Collective Bargaining Agreement, the High School administration and the Association reach a joint recommendation relative to a new schedule at the High School, the Parties agree to re-open the 2019-2022 Collective Bargaining Agreement to negotiate over the recommended schedule change.

ARTICLE XXVIII – CORI CHECK AND FINGERPRINTING

1. The Superintendent of Schools shall request and review criminal offender record information (CORI) and fingerprint based state and national criminal history record information (CHRI) checks pursuant to M.G.L. c. 71, §38R. Such checks shall take place not more than once every three (3) years.
2. Teachers shall be made aware that CORI and/or CHRI reports concerning them are being requested and when such request is actually made. In accordance with applicable law, all current and prospective teachers shall sign a CORI/CHRI Request Form which shall be maintained by the Superintendent, authorizing receipt by the Newburyport Public Schools of all available CORI/CHRI data from the Massachusetts Department of Criminal Justice Information Services (DCJIS). In the event that an individual teacher has questions concerning the signing of the CORI/CHRI Request Form, he/she may meet with the superintendent. If the concerns are not resolved and the teacher fails to sign the CORI/CHRI Request Form the Superintendent may take appropriate action. Any and all personnel actions resulting from a teacher's failure to sign the CORI/CHRI Request Form shall be conducted pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts.
3. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI/CHRI report received by the Superintendent.
4. A teacher may challenge information contained in his/her CORI/CHRI report by notifying the Superintendent, in writing, of his/her intent to challenge the CORI/CHRI report within ten (10) days of the teachers receipt of the CORI/CHRI report from the Superintendent's office as described in paragraph 2 above. If the teacher informs the Superintendent in writing that there is an error in his/her CORI/CHRI report, then the teacher will be given thirty (30) days to have the CORI/CHRI report corrected by the DCJIS or the appropriate state or national agency. The Superintendent may extend this thirty (30) day period as needed. Such an extension will not be unreasonably denied. No personnel action will be taken against the teacher until the teacher has received a response from to his/her correction request.
5. All CORI/CHRI records shall be kept in a separate, secure file maintained in the office of the Superintendent separate from personnel files. Upon retirement or termination of his/her employment an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

6. Access to CORI/CHRI records will be restricted to the Superintendent or his/her designee, the Human Resources Administrative Assistant and the Principal of the teacher, except that, where a teacher challenges any disciplinary action taken as a result of an unfavorable CORI/CHRI, the CORI/CHRI report and/or its contents may be shared with others.
7. After review of a CORI/CHRI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI/CHRI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXIX – SMOKING POLICY

The Committee and the Association agree that the appropriate level of discipline for smoking on school grounds or at school-related functions shall be the following:

First Violation:	Letter of reprimand to include warning for further violations
Second Violation:	Loss of one (1) day of pay Written warning for further violation
Third Violation:	Five (5) days suspension with loss of pay
Subsequent Violations:	Subject to dismissal

ARTICLE XXX - DURATION OF THE AGREEMENT

This Agreement shall be in force from September 1, 2019 through and including August 31, 2022.

The Association and the Committee agree that each has had the opportunity to bargain for any provisions that it wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals. Each agrees that this contract constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this contract. This contract shall not be reopened for any purposes except:

1. The limited issues described in any Study Committees which the parties approve as part of the bargaining process; and
2. To initiate negotiations for a successor agreement to become effective on or after September 1, 2022 by giving written notice to the other party on or after September 1, 2021. In the event that the negotiations are undertaken for a successor agreement, all terms and conditions of this agreement shall continue in full force and effect until a successor agreement is signed.

This Agreement is signed in duplicate this ____ day of _____, 2019.

For the Newburyport Teachers Association

For the Newburyport School Committee

APPENDIX A - COMPENSATION

Section 1: Placement

- a. The salary schedule set forth below at Appendix A, Section 8 shall become effective September 1, 2019.
- b. New teachers hired shall be placed in their proper classification, and on the proper step. This presupposes that they shall not be placed higher than the teachers already in the system with comparable qualifications.

Section 2: Annual Increments

- a. It is mutually agreed that annual increments are not automatic. They are granted by the Superintendent. A teacher may have his increment withheld provided that prior to March 15 he is notified in writing by the Superintendent that his work is unsatisfactory. The Superintendent and the Principal shall take steps to provide help and guidance to the teacher for the purpose of improving his/her efficiency. If by June 1, the teacher is still considered to be unsatisfactory, the School Committee may withhold the salary increment due the following September. However, the increment shall not be unreasonably withheld.
- b. All professional employee increments shall be effective in September of each year.

Section 3: Credit Towards Salary Advancement – Horizontal Salary Increase

- a. The starting point for credits earned shall be taken from Form 48 of the Superintendent's office; i.e., the Professional Credits Information Form dated September 1968.
- b. Only credits earned in a graduate program in an accredited college or University will be used in moving a teacher from one salary category to another. Undergraduate course credits may be applied to advancement within the teacher's salary category, only if evidence is presented that no graduate courses are available in the same subject and the course is approved in advance by the Superintendent. In all cases, the Superintendent's decision is final and is not subject to grievance.
- c. The determination of the number of credits a teacher may use for salary increments shall begin with the number of credits stated by the teacher on his application form and verified through the presentation of appropriate credentials.
- d. A teacher obtaining the approved credits, or a Master's degree, will be placed in his proper classification when his next increment would normally take place. Certified credentials must be in the hands of the Superintendent by September 1. Credits not to be completed until August will be honored contingent upon evidence of satisfactory completion before the beginning of the new school year.

- e. For Physical Therapists where there is no Master's Degree available, initial placement shall be determined based upon credits in their field of study earned beyond the Bachelor's Degree. Thereafter, the Physical Therapist will move laterally on the salary schedule based upon graduate credits earned in their field of study or to enhance educational practice.

Section 4: Daily Rate of Pay

The daily rate of pay shall be determined by dividing the salary for the school year by the total number of days in the work year.

Section 5: 26-Payment Plan

- a. The salaries of all teaching personnel and administration shall be paid on a 26 payment plan from September through August each year. It is understood that the first check in September may not be available until the third week in September because of initial payroll preparation. However, the schedule thereafter shall be developed as if the first check had been paid at the normal time. The last paycheck in August, payable on or about the following September 6th, shall close out any outstanding amounts in the teacher's account. Requests for other systems of payment will not be honored.
- b. Alternate Pay Plan
 1. There will be a lump sum payment equal to five paychecks on the first payday which falls within the new fiscal year.
 2. The teacher would select which pay plan he will be on not later than May 1.
 3. Once selected, the choice may not be changed for that school year.
- c. Payroll Creep – Occurrence of a 27th Pay Period

For employers whose payrolls are on a bi-weekly pay year consisting of 26 pay periods, an anomaly called "Payroll Creep" occurs approximately every eleventh year whereby the year contains an additional or 27th pay period. This is due to the difference in timing between two-week pay periods, a 364 day calendar and the additional days for a leap year.

The District's Business Office will use its best efforts to determine the next occurrence of a 27 pay period year and will notify the Association President of such. The Association will survey its members to determine if the Association prefers remaining at a 26 pay period plan or changing to a 27 pay period plan for the Payroll Creep Year only. The Association will advise the Superintendent in writing of the members' preference no later than June 30 immediately preceding the School Year in which the Payroll Creep occurs. In the event the Association chooses the 27 pay period plan, the annual salary will be divided into 27 equal payments.

- d. Deductions for group health insurance premiums will be equalized over the first and second payrolls of the month. The Parties agree that this change will be implemented in December, 2016 for January, 2017.

Section 6: Salary Memorandum

By September 30th of each year the Committee shall provide each teacher with a salary memorandum which shall include salary information, an accumulated sick leave statement and a statement of earned credits, both in-service and graduate.

Section 7: Pre-K, K, and Elementary School Teachers

With the annual approval of the building principal (using the Annual Supply Approval Form), all pre-kindergarten, kindergarten, and elementary classroom teachers may spend up to Three Hundred Dollars (\$300.00) per school year for the purchase of classroom and/or academic supplies. No requests for reimbursement under this provision may be submitted after June 1st.

APPENDIX A – SECTION 8 - SALARY SCHEDULES

Teacher’s Salary Schedule
2019-2020

Effective September 1, 2019 – 1% Increase

<i>1% increase</i>										
<i>September - January 24th</i>										
		<u>FY20</u>								
		Bachelor	B&15	Masters						
					& 15	& 30	& 45	& 60	& 75	& 90
	Step						CAGS			
	1	\$ 47,553	\$ 48,727	\$ 51,075	\$ 52,250	\$ 53,424	\$ 54,598	\$ 56,007	\$ 57,768	\$ 59,529
	2	\$ 49,151	\$ 50,364	\$ 52,792	\$ 54,005	\$ 55,219	\$ 56,432	\$ 57,889	\$ 59,709	\$ 61,530
	3	\$ 50,802	\$ 52,057	\$ 54,565	\$ 55,820	\$ 57,074	\$ 58,328	\$ 59,833	\$ 61,716	\$ 63,596
	4	\$ 52,509	\$ 53,805	\$ 56,399	\$ 57,695	\$ 58,991	\$ 60,288	\$ 61,845	\$ 63,789	\$ 65,733
	5	\$ 56,568	\$ 57,965	\$ 60,759	\$ 62,155	\$ 63,552	\$ 64,949	\$ 66,625	\$ 68,719	\$ 70,815
	6	\$ 58,469	\$ 59,912	\$ 62,799	\$ 64,243	\$ 65,688	\$ 67,131	\$ 68,864	\$ 71,029	\$ 73,194
	7	\$ 60,433	\$ 61,926	\$ 64,910	\$ 66,402	\$ 67,894	\$ 69,386	\$ 71,177	\$ 73,416	\$ 75,654
	8	\$ 62,463	\$ 64,006	\$ 67,091	\$ 68,634	\$ 70,175	\$ 71,718	\$ 73,569	\$ 75,882	\$ 78,196
	9	\$ 65,362	\$ 66,976	\$ 70,203	\$ 71,818	\$ 73,431	\$ 75,046	\$ 76,982	\$ 79,403	\$ 81,824
	10	\$ 67,558	\$ 69,227	\$ 72,562	\$ 74,231	\$ 75,899	\$ 77,567	\$ 79,568	\$ 82,071	\$ 84,573
	11	\$ 70,936	\$ 72,688	\$ 76,190	\$ 77,942	\$ 79,694	\$ 81,446	\$ 83,548	\$ 86,180	\$ 88,802
Longevity Steps	11A	\$ 72,709	\$ 74,505	\$ 78,095	\$ 79,891	\$ 81,686	\$ 83,482	\$ 85,636	\$ 88,335	\$ 91,022
	11B	\$ 74,483	\$ 76,322	\$ 80,000	\$ 81,839	\$ 83,679	\$ 85,518	\$ 87,725	\$ 90,489	\$ 93,242
	11C	\$ 76,256	\$ 78,140	\$ 81,905	\$ 83,788	\$ 85,671	\$ 87,554	\$ 89,814	\$ 92,644	\$ 95,462
	11D	\$ 78,030	\$ 79,957	\$ 83,809	\$ 85,736	\$ 87,663	\$ 89,590	\$ 91,902	\$ 94,798	\$ 97,682
	11E	\$ 79,803	\$ 81,774	\$ 85,714	\$ 87,685	\$ 89,656	\$ 91,627	\$ 93,991	\$ 96,953	\$ 99,902

Steps 11A through 11E reflect the following longevity payments based upon the completion of the identified years of service in the Newburyport Public Schools.

- 11A – upon the completion of 10 years – Step 11 increased by 2.5%
- 11B – upon the completion of 15 years – Step 11 increased by 5.0%
- 11C – upon the completion of 20 years – Step 11 increased by 7.5%
- 11D – upon the completion of 25 years – Step 11 increased by 10.0%
- 11E – upon the completion of 30 years – Step 11 increased by 12.5%

Effective January 27, 2020

<i>.5% increase</i>										
<u>January 27th - June 30th</u>										
		<u>FY20</u>								
		Bachelor	B&15	Masters						
					& 15	& 30	& 45	& 60	& 75	& 90
	Step						CAGS			
	1	\$ 47,791	\$ 48,971	\$ 51,331	\$ 52,511	\$ 53,691	\$ 54,871	\$ 56,287	\$ 58,057	\$ 59,827
	2	\$ 49,397	\$ 50,616	\$ 53,056	\$ 54,275	\$ 55,495	\$ 56,714	\$ 58,178	\$ 60,007	\$ 61,838
	3	\$ 51,056	\$ 52,317	\$ 54,838	\$ 56,099	\$ 57,359	\$ 58,620	\$ 60,133	\$ 62,024	\$ 63,914
	4	\$ 52,772	\$ 54,074	\$ 56,681	\$ 57,984	\$ 59,286	\$ 60,589	\$ 62,154	\$ 64,108	\$ 66,062
	5	\$ 56,851	\$ 58,255	\$ 61,062	\$ 62,465	\$ 63,870	\$ 65,274	\$ 66,958	\$ 69,063	\$ 71,169
	6	\$ 58,761	\$ 60,212	\$ 63,113	\$ 64,565	\$ 66,016	\$ 67,466	\$ 69,208	\$ 71,384	\$ 73,560
	7	\$ 60,736	\$ 62,235	\$ 65,235	\$ 66,734	\$ 68,233	\$ 69,733	\$ 71,533	\$ 73,783	\$ 76,032
	8	\$ 62,776	\$ 64,326	\$ 67,426	\$ 68,977	\$ 70,526	\$ 72,077	\$ 73,936	\$ 76,261	\$ 78,587
	9	\$ 65,689	\$ 67,311	\$ 70,554	\$ 72,177	\$ 73,798	\$ 75,421	\$ 77,367	\$ 79,800	\$ 82,233
	10	\$ 67,896	\$ 69,573	\$ 72,925	\$ 74,602	\$ 76,279	\$ 77,954	\$ 79,966	\$ 82,481	\$ 84,995
	11	\$ 71,291	\$ 73,051	\$ 76,571	\$ 78,332	\$ 80,093	\$ 81,853	\$ 83,965	\$ 86,611	\$ 89,246
Longevity Steps	11A	\$ 73,073	\$ 74,878	\$ 78,486	\$ 80,290	\$ 82,095	\$ 83,899	\$ 86,064	\$ 88,776	\$ 91,477
	11B	\$ 74,855	\$ 76,704	\$ 80,400	\$ 82,249	\$ 84,097	\$ 85,946	\$ 88,164	\$ 90,941	\$ 93,708
	11C	\$ 76,638	\$ 78,530	\$ 82,314	\$ 84,207	\$ 86,099	\$ 87,992	\$ 90,263	\$ 93,107	\$ 95,939
	11D	\$ 78,420	\$ 80,356	\$ 84,228	\$ 86,165	\$ 88,102	\$ 90,038	\$ 92,362	\$ 95,272	\$ 98,171
	11E	\$ 80,202	\$ 82,183	\$ 86,143	\$ 88,123	\$ 90,104	\$ 92,085	\$ 94,461	\$ 97,437	\$ 100,402

Steps 11A through 11E reflect the following longevity payments based upon the completion of the identified years of service in the Newburyport Public Schools.

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- 11C – upon the completion of 20 years – Step 11 increased by 7.5%
- 11D – upon the completion of 25 years – Step 11 increased by 10.0%
- 11E – upon the completion of 30 years – Step 11 increased by 12.5%

2020-2021
Effective September 1, 2020 – 2.25% Increase

<i>2.25% increase</i>										
		FY21	FY21	FY21	FY21	FY21	FY21	FY21	FY21	FY21
		Bachelor	B&15	Masters	Masters	Masters	Masters	Masters	Masters	Masters
					& 15	& 30	& 45	& 60	& 75	& 90
	Step						CAGS			
	1	\$ 48,866	\$50,073	\$ 52,486	\$ 53,692	\$ 54,899	\$ 56,105	\$57,553	\$59,363	\$ 61,173
	2	\$ 50,508	\$51,755	\$ 54,250	\$ 55,496	\$ 56,744	\$ 57,990	\$59,487	\$61,358	\$ 63,229
	3	\$ 52,205	\$53,494	\$ 56,072	\$ 57,361	\$ 58,650	\$ 59,939	\$61,486	\$63,420	\$ 65,353
	4	\$ 53,959	\$55,291	\$ 57,956	\$ 59,288	\$ 60,620	\$ 61,952	\$63,552	\$65,550	\$ 67,549
	5	\$ 58,130	\$59,566	\$ 62,436	\$ 63,871	\$ 65,307	\$ 66,743	\$68,464	\$70,617	\$ 72,771
	6	\$ 60,083	\$61,566	\$ 64,533	\$ 66,017	\$ 67,501	\$ 68,984	\$70,765	\$72,990	\$ 75,215
	7	\$ 62,102	\$63,636	\$ 66,703	\$ 68,235	\$ 69,769	\$ 71,302	\$73,142	\$75,443	\$ 77,743
	8	\$ 64,188	\$65,774	\$ 68,943	\$ 70,529	\$ 72,113	\$ 73,698	\$75,600	\$77,977	\$ 80,355
	9	\$ 67,167	\$68,825	\$ 72,142	\$ 73,801	\$ 75,459	\$ 77,118	\$79,107	\$81,595	\$ 84,083
	10	\$ 69,424	\$71,138	\$ 74,566	\$ 76,280	\$ 77,995	\$ 79,708	\$81,766	\$84,337	\$ 86,908
	11	\$ 72,895	\$74,695	\$ 78,294	\$ 80,094	\$ 81,895	\$ 83,695	\$85,855	\$88,560	\$ 91,254
Longevity Steps	11A	\$ 74,717	\$76,562	\$ 80,252	\$ 82,097	\$ 83,942	\$ 85,787	\$88,001	\$90,774	\$ 93,535
	11B	\$ 76,540	\$78,430	\$ 82,209	\$ 84,099	\$ 85,989	\$ 87,880	\$90,147	\$92,988	\$ 95,817
	11C	\$ 78,362	\$80,297	\$ 84,166	\$ 86,101	\$ 88,037	\$ 89,972	\$92,294	\$95,202	\$ 98,098
	11D	\$ 80,184	\$82,165	\$ 86,124	\$ 88,104	\$ 90,084	\$ 92,064	\$94,440	\$97,416	\$100,379
	11E	\$ 82,007	\$84,032	\$ 88,081	\$ 90,106	\$ 92,131	\$ 94,157	\$96,586	\$99,630	\$102,661

Steps 11A through 11E reflect the following longevity payments based upon the completion of the identified years of service in the Newburyport Public Schools.

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- 11C – upon the completion of 20 years – Step 11 increased by 7.5%
- 11D – upon the completion of 25 years – Step 11 increased by 10.0%
- 11E – upon the completion of 30 years – Step 11 increased by 12.5%

If the Chapter 70 school funding formula or calculations are revised for Fiscal Year 2021 or 2022, then the Parties agree to meet to review the impact of the new formula or calculations on the Newburyport Public Schools and decide whether to reopen the Collective Bargaining Agreement to discuss compensation. Any reopener must be by mutual agreement.

2021-2022
Effective September 1, 2020 – 2.25% Increase

<i>2.25% increase</i>										
		<u>FY22</u>								
		Bachelor	B&15	Masters						
					& 15	& 30	& 45	& 60	& 75	& 90
	Step						CAGS			
	1	\$ 49,965	\$51,199	\$ 53,667	\$ 54,900	\$ 56,134	\$ 57,368	\$ 58,848	\$ 60,699	\$ 62,549
	2	\$ 51,645	\$52,919	\$ 55,470	\$ 56,745	\$ 58,020	\$ 59,295	\$ 60,826	\$ 62,738	\$ 64,652
	3	\$ 53,379	\$54,698	\$ 57,333	\$ 58,652	\$ 59,970	\$ 61,287	\$ 62,869	\$ 64,847	\$ 66,823
	4	\$ 55,173	\$56,535	\$ 59,260	\$ 60,622	\$ 61,984	\$ 63,346	\$ 64,982	\$ 67,025	\$ 69,068
	5	\$ 59,438	\$60,906	\$ 63,841	\$ 65,308	\$ 66,776	\$ 68,244	\$ 70,005	\$ 72,206	\$ 74,408
	6	\$ 61,435	\$62,952	\$ 65,985	\$ 67,503	\$ 69,020	\$ 70,536	\$ 72,357	\$ 74,632	\$ 76,907
	7	\$ 63,499	\$65,067	\$ 68,204	\$ 69,770	\$ 71,338	\$ 72,906	\$ 74,788	\$ 77,141	\$ 79,492
	8	\$ 65,632	\$67,254	\$ 70,495	\$ 72,116	\$ 73,736	\$ 75,357	\$ 77,301	\$ 79,731	\$ 82,163
	9	\$ 68,678	\$70,374	\$ 73,765	\$ 75,461	\$ 77,157	\$ 78,853	\$ 80,887	\$ 83,431	\$ 85,975
	10	\$ 70,986	\$72,739	\$ 76,244	\$ 77,997	\$ 79,750	\$ 81,502	\$ 83,605	\$ 86,234	\$ 88,863
	11	\$ 74,535	\$76,376	\$ 80,056	\$ 81,897	\$ 83,737	\$ 85,578	\$ 87,786	\$ 90,552	\$ 93,307
Longevity Steps	11A	\$ 76,398	\$78,285	\$ 82,057	\$ 83,944	\$ 85,831	\$ 87,717	\$ 89,981	\$ 92,816	\$ 95,640
	11B	\$ 78,262	\$80,194	\$ 84,059	\$ 85,991	\$ 87,924	\$ 89,857	\$ 92,176	\$ 95,080	\$ 97,973
	11C	\$ 80,125	\$82,104	\$ 86,060	\$ 88,039	\$ 90,018	\$ 91,996	\$ 94,370	\$ 97,344	\$100,305
	11D	\$ 81,988	\$84,013	\$ 88,061	\$ 90,086	\$ 92,111	\$ 94,136	\$ 96,565	\$ 99,608	\$102,638
	11E	\$ 83,852	\$85,923	\$ 90,063	\$ 92,134	\$ 94,204	\$ 96,275	\$ 98,760	\$101,871	\$104,971

Steps 11A through 11E reflect the following longevity payments based upon the completion of the identified years of service in the Newburyport Public Schools.

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If the Chapter 70 school funding formula or calculations are revised for Fiscal Year 2021 or 2022, then the Parties agree to meet to review the impact of the new formula or calculations on the Newburyport Public Schools and decide whether to reopen the Collective Bargaining Agreement to discuss compensation. Any reopener must be by mutual agreement.

APPENDIX B - EXTRA CURRICULAR ACTIVITIES

Section 1. Definitions

I. DEFINITIONS

Extracurricular activities are defined as those school activities approved, organized, and sponsored by the School Committee and voluntarily engaged in, usually without credit, by the students.

II. JOB DESCRIPTION

Each extracurricular activity will have a job description defining the duties of the advisor and will be periodically reviewed by the School Committee. A re-evaluation may be requested by the adviser, the principal, or the School Committee.

III. COMPENSATION

Stipends for advisers shall be in accord with the schedule of stipends agreed upon by the School Committee and the Association and shall be paid to advisers upon the successful completion of their work as defined in the job description.

IV. ASSIGNMENT OF ADVISORS

All extracurricular activities which require work after school hours shall, in general, be voluntary. However, in the absence of volunteers, the principal may assign qualified teachers as advisers, except that no teacher shall be required to assume an unreasonable share of the responsibility for such activities.

Section 2: DEFINITIONS OF CATEGORIES

I. RESPONSIBILITY

- A. Financial
- B. Facilities
- C. Safety and health factors
- D. Scope of Activity

II. TIME

The average amount of time expended by the adviser, with emphasis on time required after school hours.

III. NUMBER OF PARTICIPANTS

The average number of students involved in the activity.

IV. PUBLIC EXPOSURE

- A. Public performances
- B. Media Attention
- C. Parents and public interest
- D. Publications

V. INSTRUCTIONAL SKILLS

The degree to which the adviser is expected to have specified instructional skills in order to direct the students.

PUBLIC EXPOSURE: High School Musical

INSTRUCTIONAL SKILLS: Math and Science Teams

- A. Other activities were compared to those identified as having the highest rating and assigned a rating.
- B. Ratings were totaled and each activity was given a composite rating.
- C. Composite ratings were used to establish stipends.

Section 3: EXTRACURRICULAR ACTIVITY STIPENDS

SCHEDULE OF STIPENDS

POINTS	STIPEND
40	\$1,100
38	\$1,000
34	\$ 900
32	\$ 800
28	\$ 700
26	\$ 600
18	\$ 500
16	\$ 400
14	\$ 300
10	\$ 200

Section 4: BREAKDOWN FOR ALLOTTED POINTS

ACTIVITY	RESPONSIBILITY	TIME	NUMBER OF STUDENTS	PUBLIC EXPOSURE	INSTRUCTIONAL SKILLS	TOTAL
Senior Class Adviser	10	10	10	6	2	38
Junior Class Adviser	8	8	10	4	2	32
Soph. Class Adviser	6	8	10	2	2	28
Fresh. Class Adviser	6	8	10	2	2	28
En-aitch-es (Yearbook)	10	10	6	8	4	38
Record (magazine)	6	8	4	8	8	34
Masthead(newspaper)	6	8	4	8	8	34
Musical (stage director)	8	6	8	10	8	40
Musical(music director)	6	6	8	10	8	38
Drama Director	4	4	4	6	8	26
Student Council	6	4	4	2	2	18
Student Advisory Council	2	4	4	4	2	16
Marshals	2	2	4	4	2	14
Leaders Club	4	2	4	2	4	16
National Honor Society	4	2	4	4	2	16
Big Brother-Big Sister	2	2	2	2	2	10
Math Team	6	6	2	4	10	28
Science Team	6	6	2	2	10	26
International Club	2	2	2	2	4	12
Cheerleaders	6	8	2	10	6	32
Color Guard	2	2	2	8	2	16
Marching Band,HS	4	4	6	6	6	26
Marching Band,MS	2	2	4	4	4	16
Musical Director	6	6	6	8	8	34
Builders Club	4	2	4	2	2	14
Yearbook (Middle School)	6	6	6	6	4	28
Student Store	4	2	2	2	2	12
6 th Gr. Musical Director	6	4	4	4	6	24

Section 5 – SCHEDULE OF ADVISORS’STIPENDS

ACTIVITY	PROPOSED POINTS	PROPOSED STIPEND	CURRENT STIPEND
HS MUSICAL, STAGE DIRECTOR	40	600	1,000
HS MUSICAL, MUSIC DIRECTOR	38	1,100	1,000
SENIOR CLASS ADVISOR	38	1,000	800
HS YEARBOOK- EN-AITCH-ESS	38	1,000	1,000
MS MUSICAL, DIRECTOR	34	900	0
HS MAGAZINE –“RECORD”	34	900	500
NEWSPAPER – “MASTHEAD”	34	900	800
JUNIOR CLASS ADVISER	32	800	600
CHEERLEADERS	32	900	800
SOPHOMORE CLASS ADVISER	28	700	600
FRESHMAN CLASS ADVISER	28	700	600
HS MATH TEAM	28	700	0
MS YEARBOOK	28	700	0
HS SCIENCE TEAM	26	600	0
HS DRAMA DIRECTOR	26	600	0
HS MARCHING BAND	26	800	800
6 TH GRADE MUSICAL, DIRECTOR	24	550	0
STUDENT COUNCIL	18	500	0
STUDENT ADVISORY COUNCIL	16	400	0
LEADERS CLUBS (2)	16	400	200
NATIONAL HONOR SOCIETY	16	400	0
COLOR GUARD	16	400	200
MARSHALS	14	300	0
MS MARCHING BAND	16	400	900

Section 6 – STIPEND POSITIONS

Newburyport Public Schools
An Equal Opportunity Employer

ALL POSITIONS ARE ANNUAL APPOINTMENTS:

Compensation Per School Committee - Newburyport Teachers Association Agreement.
All stipends are subject to teacher contract negotiation.

<u>District</u>		<u>Stipend Amount</u>	<u>Openings</u>	<u>Funding</u>
ELL Coordinator		\$ 2,000.00	1	LEA
Sped Summer Program Coord.		\$ 5,000.00	1	LEA
Lunch Monitor		\$ 10/hour	various	LEA
<u>Elementary-Wide</u>		<u>Stipend Amount</u>		
Mentor Leader		\$ 1,375.00	1	LEA
Mentor Teacher *		in-service	multiple	LEA
Mini Mentor Teacher **		in-service	multiple	LEA
Prevention Coordinator		\$ 1,500.00	1	Beacon Grant
<u>PreK-Kindergarten</u>		<u>Stipend Amount</u>		
Building Leadership Team		\$ 1,000.00	2	LEA
Professional Dev. Council		\$ 1,000.00	1	LEA
CEL		\$ 2,250.00	2	Swasey
<u>Bresnahan School</u>		<u>Stipend Amount</u>		
Building Leadership Team		\$ 1,000.00	5	LEA
CEL		\$ 2,250.00	3	Swasey
<u>Molin School</u>		<u>Stipend Amount</u>		
Building Leadership Team		\$ 1,000.00	4	LEA
Head Teacher		\$ 1,200.00	1	LEA
CEL		\$ 2,250.00	2	Swasey
<u>Middle School</u>		<u>Stipend Amount</u>		
Building Leadership Team		\$ 1,000.00	4	LEA
Cafeteria Leaders		\$ 2,000.00	3	LEA
Camp Kieve Chaperone (3 days)	✳	\$ 300.00	Multiple	Stud Acti
Camp Kieve Coordinator	✳	\$ 750.00	1	Stud Acti
Clipper Crew Coordinators		\$ 1,000.00	2	Stud Acti
CEL		\$ 1,500.00	4	LEA
DC Trip Chaperone	✳	\$ 500.00	multiple	Stud Acti
DC Trip Coordinator	✳	\$ 1,100.00	2	Stud Acti
DC Bus Leader	✳	\$ 700.00	1	Stud Acti
DC Trip Nurse (as required)	✳	\$ 1,000.00	1	Stud Acti
DC Nurse Asst (as required)		\$ 700.00	1	Stud Acti
Math Team Coordinator		\$ 1,500.00	1	LEA
Mentor Leader		\$ 1,375.00	1	LEA

Mentor Teacher *		in-service	multiple	LEA
Mini Mentor Teacher **		in-service	multiple	LEA
Model UN		\$ 500.00	1	LEA
Prevention Coordinator		\$ 1,500.00	1	LEA
Professional Dev. Council		\$ 1,000.00	2	LEA
Ski Chaperone	*	\$ 450.00	6	Stud Act
Ski Coordinator	*	\$ 600.00	1	Stud Act
Student Council		\$ 700.00	1	LEA
Summer School				
Theater Arts Dir. (per show)		\$ 1,200.00	1	Stud Acti
Musical Arts Dir. (per show)		\$ 1,200.00	1	Stud Acti
World War II Club		\$ 500.00	1	LEA
Yearbook Coordinator		\$ 1,500.00	1	Stud Acti
High School		Stipend Amount		
Academic Support Prog. Coordinator		\$ 2,000.00	1	Acad Sup
Arts Club		\$ 500.00	2	LEA
Best Buddies Program		\$ 500.00	1	LEA
Department Leader/Inventory Support		\$ 1,000.00	4	LEA
Environmental Club		\$ 500.00	1	LEA
Freshman Class Advisor		\$ 800.00	1	LEA
German Trip Work		\$ 1,000.00	1	LEA
Girls Forward club		\$ 500.00	1	LEA
Graduation Advisor		\$ 1,000.00	1	LEA
Ind. Student Success Plan Coord.		\$ 2,000.00	1	LEA
Instructional Leadership Team (ILT)		\$ 4,000.00	8	LEA
Interact		\$ 1,000.00	1	LEA
International Culture Club		\$ 500.00	1	LEA
Junior Class Advisor		\$ 1,200.00	1	LEA
Marching Band		\$ 1,600.00	1	LEA
Mentor Leader		\$ 1,375.00	1	LEA
Mentor Teacher *		in-service	multiple	LEA
Mini Mentor Teacher **		in-service	multiple	LEA
Model UN		\$ 1,000.00	1	LEA
Musical Support for Play		\$ 500.00	1	LEA
National Art Honor Society		\$ 500.00	1	LEA
National Honor Society		\$ 1,000.00	1	LEA
Prevention Coordinator		\$ 1,500.00	1	LEA
Record Magazine		\$ 1,000.00	1	LEA
Senior Class Advisor		\$ 1,500.00	1	LEA
She's the First		\$ 500.00	1	LEA
Special Olympics Coach		\$ 1,000.00	2	LEA

Sophomore Class Advisor		\$ 1,050.00	1	LEA
Student Government		\$ 1,000.00	1	LEA
Virtual HS Site Coordinator		\$ 5,000.00	1	LEA
Yearbook		\$ 2,000.00	2	LEA
<i>* If not eligible for in-service, would receive \$1,000</i>				
<i>** The above applies, amount would be based on time and not to exceed \$1,000</i>				
<i>* Wait for school posting to apply</i>				

Procedures for application:

1. Current employees of the school system may apply by submitting a letter to the Superintendent's office indicating the specific position of interest. Send a duplicate letter to the Principal. The letter should outline skills, training and experience in the position.
2. Others should obtain an application from the Office of the Superintendent of Schools, 70 Low Street, Newburyport, MA 01950. Administrative offices are open from 8:00 - 4:00 daily. The telephone number is 978-465-4456. The application should be accompanied by a letter of interest specifying the position for which application is made, by a resume providing related work experience, and copies of certification and college transcripts. Copies of the job description for the positions listed can be obtained from the Superintendent's Office.
3. All stipend positions and student activities require full participation. Student activity stipends require the completion of a Student Activity Log summary to be turned in at the end of the year when request for payment is made, by June 15th. All professional stipends must have full participation at meetings and meet final requirements outlined for the position. Appointment remains subject to funding availability.

The Newburyport Public Schools System does not discriminate on the basis of race, color, religion, national origin, age, gender, sexual orientation, or disability in admission to, access to, employment in, or treatment in its programs and activities.

Appointment remains subject to funding availability.

APPENDIX C - SCHOOL NURSES

1. The School Nurses shall be recognized as professional employees (as such employees are defined in Chapter 150-E, Section 1 of the General Laws of Massachusetts).
2. The School Nurses shall be included within the scope and meaning of ARTICLE I of the AGREEMENT between the NEWBURYPORT SCHOOL COMMITTEE and the NEWBURYPORT TEACHERS ASSOCIATION.
3. The School Nurses shall be entitled to all rights and privileges that all other professional employees have under the above AGREEMENT with the following additions or changes:
 - a. All School Nurses shall be placed upon the teachers salary schedule by years of full time nursing experience, public health nurse, or as school health nurse.
 - b. All School Nurses shall be placed as teachers are upon the salary schedule in relation to education courses and degrees.
 - c. Substitutes for School Nurses shall be paid as substitute teachers are paid.

APPENDIX D - COACHES' SALARY SCHEDULE

1. Placement on the coaches' salary schedule shall be at the discretion of the School Committee, except that an assistant coach, other than a football coach, currently employed in the system, who is elected head coach in the same sport, may be placed on salary schedule no lower than two steps below his present placement.
2. Coaches shall have the option of receiving their pay either in a lump sum at the end of the season or payments in equal sums throughout the year.

APPENDIX D
CURRENT COACHES' SALARY SCHEDULE

Coaches Salary Schedule

POSITION	STEPS					
	1	2	3	4	5	6
<u>High School</u>						
Head Football Coach	5,572	6,037	6,504	7,126	7,904	8,962
Asst. Football Coach	2,331	2,798	3,264	3,731	4,196	5,365
JV Football Coach	2,331	2,798	3,264	3,731	4,196	4,766
FR. Football Coach	1,865	2,331	2,798	3,264	3,731	4,196
Head (Varsity) Coaches of: Baseball Basketball Soccer Ice Hockey Field Hockey Softball X-Country Spring Track Coordinator	2,331	2,798	3,264	3,731	4,660	6,386
Asst. (JV, FR) Coaches of: Baseball Basketball Track Ice Hockey Field Hockey Softball Soccer	1,555	2,020	2,486	2,954	3,419	4,477
Head Coach of: Tennis Golf Indoor Track	1,555	2,020	2,486	2,954	3,419	4,477
Asst. Coach of: Indoor Track X-Country	758	943	1,206	1,446	1,729	2,237
Cheerleading	667	877	1,099	1,315	1,647	2,098
Strength & Conditioning	2,606	3,059	3,495	3,979	4,918	6,674
Varsity Lacrosse, Boys	2,331	2,798	3,264	3,731	4,660	6,386
JV Lacrosse, Boys	1,555	2,020	2,486	2,954	3,419	4,477
Varsity Lacrosse, Girls	2,331	2,798	3,264	3,731	4,660	6,386
JV Lacrosse, Girls	1,555	2,020	2,486	2,954	3,419	4,477
Volley Ball	1,555	2,020	2,486	2,954	3,419	4,477

	1	2	3	4	5	6
Middle School						
Track	1271	1,386	1502	1,617	1773	1,848
Asst. Track	866	924	982	1040	1,097	1,155
Cross Country	1,270	1,386	1,501	1,617	1,732	1,848
Asst. Cross Country	866	924	982	1,040	1,097	1,155
Field Hockey	1,270	1,386	1,501	1,617	1,732	1,848
Asst. Field Hockey	866	924	982	1,040	1,097	1,155

1. *No Head Coach will be placed on a step lower than any of his or her coaches' salaries.*
2. *The Head Coach will not be paid at a lower rate than any of the assistant coaches in that sport.*
3. *The School Committee reserves the right to place a coach further up the schedule than his/her experience allows, for meritorious service or experience.*

APPENDIX E - FORMS

Newburyport Public Schools
Newburyport, Massachusetts

1. Grievance Form
2. Dues Authorization
3. Waiver Form

GRIEVANCE FORM

Employee: _____ Date: _____

Employee Organization:

Filed At Step: _____

Pertinent Article/Section of Grievance: _____

Statement of Grievance:

Action Requested:

Signed _____
Employee

Action Taken: _____

Date of Conference: _____

Persons Present: _____

Results: _____

Signed _____
Employee

(To be submitted to Superintendent immediately after conference)
DUES AUTHORIZATION

Name _____

Address _____

I hereby request and authorize the Newburyport School Committee to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Associations in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from liability thereof.

Signature

Date

WAIVER FORM

If you execute this waiver form, you shall be considered on involuntary unpaid leave of absence and eligible for recall pursuant to this contract. Executing this waiver will also protect your professional teacher status, seniority, and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should so inform me in writing. Your layoff has been caused by _____ and in no way reflects your years of satisfactory service as a member of our professional staff. If a copy of this letter is not signed and returned by _____ the Superintendent will assume that you have elected to have your layoff treated as a dismissal pursuant to MGL CH. 71 S. 42 and will conduct the dismissal.

In consideration of treating my layoff as an involuntary, unpaid leave of absence and making me eligible for recall pursuant to this Agreement, I hereby agree not to exercise any present and/or future rights that I have under MGL CH. 71 S 42 and relieve the Newburyport School District from any obligation under said Statutes (s). I understand that in the event I am not recalled, I will be dismissed automatically subsequent to the termination of the involuntary unpaid leave of absence.

I understand that this waiver is irrevocable.

_____ Signature

_____ Date

APPENDIX F – PROCEDURES RECOMMENDED TO SUPPORT INCLUSION

The Newburyport School Committee supports the implementation of inclusionary programming for special education students in regular education classrooms through the following:

1. Each building principal, in collaboration with the Director of Special Education, the building Team Coordinator and members of the staff, as determined by the principal, will decide, prior to the end of the school year, how special education students will best be included in the regular classroom based upon consideration of factors including, but not limited to:
 - class size, balance of the class population, teaching style of teachers, and needs of the individual students involved.

To assist in planning for this inclusion the Team Coordinator for each building will:

- ensure that receiving teachers have profile information regarding their incoming special education students prior to the start of the school year.
 - determine that special education liaison staff members responsible for each such students have a meeting with the regular education teacher or team within the first three weeks of school. These meetings should be used to respond to any questions or concerns of the regular education staff and arrange for future communication.
2. When special education students who require substantial modifications to the regular education curriculum are to be included in regular education classrooms, more detailed planning will be implemented.
 - The regular education teacher will be notified as early as possible prior to such a placement to facilitate in planning with special education staff for the student's inclusion.
 - Such planning, at the elementary and middle levels, when possible, take place in the spring prior to such a placement and will consist of:
 - a. a meeting with current regular and special education staff working with the student and those who will be responsible for the student in the coming school year;
 - b. sharing of student profile information and the student's IEP goals;
 - c. determining which IEP goals will be addressed within the regular education classroom and how and through which staff members they will be addressed;
 - d. discussion and documentation of the types of curricular and environmental modifications and teaching strategies which will assist in the student's inclusion;
 - e. determining training needs and plans for all staff in relation to the student's needs;

- f. making arrangements for regular meetings throughout the upcoming school year, involving any staff who will be working with the student, at which ongoing communication, adjustments and planning can occur.
- g. In the event a teacher needs assistance with the implementation of Section 2 of these procedures, he/she shall proceed first to the collaboration team, then the SPED Coordinator within that school building and finally the Principal. A teacher may discuss the issue(s) with the Director of Student Services if the problem is still unresolved.

APPENDIX G - INSTRUCTIONAL LEADERSHIP MODEL – HIGH SCHOOL

1. Effective September 1, 2019 create an Instructional Leadership Team (ILT) at the High School.
2. Effective September 1, 2019 create the position of Department Leader/Inventory Support.
3. For the 2019-2020 school year, the ILT will receive an annual stipend of \$4,000.00.
4. For the 2019-2020 school year, the Department Leader/Inventory Support position will receive an annual stipend of \$1,000.00.
6. The Leadership model will be run as a one (1) year pilot during the 2019-2020 school year. The Superintendent or his/her designee and the Association President or his/her designee will meet during the year, beginning at least mid-year, to review the implementation of the model and discuss working conditions, including but not limited to work load and compensation. Recommended modifications to the working conditions set forth herein shall be forwarded to the negotiation teams. Agreed upon changes shall be in writing, signed by the duly authorized bargaining representatives and subject to ratification by the Parties. Until such time as any agreed upon changes are ratified by the parties, the terms set forth herein shall continue.

APPENDIX H - WORKING CONDITIONS

The School Committee will make best efforts to provide a safe, healthful workplace and an environment conducive to the teaching-learning process. Situations incompatible with the above shall be brought to the attention of the principal (or other designated administrator), shall be investigated, and, if necessary, remediated if possible.

APPENDIX I

**NEWBURYPORT EDUCATOR
EVALUATION SYSTEM**

NEWBURYPORT EDUCATOR EVALUATION SYSTEM

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NEWBURYPORT EDUCATOR EVALUATION SYSTEM

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; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. 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;
 - ii. To provide a record of facts and assessments for personnel decisions;
 - 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; and
 - iv. To assure effective teaching and administrative leadership.

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; and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- E. ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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, and other measures proposed by the Educator.

- F. *Educator(s):** Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.
- G. *Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i. Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii. Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii. Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv. Improvement Plan** shall mean a plan developed by the Evaluator of at least 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, with the agreement of the Educator, include activities during the summer preceding the next school year. If the Educator does not agree then the summer work will not be included in the improvement plan and the failure to agree to such summer work will not be held against the Educator.
- 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 the superintendent who has 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 Evaluator at any one time responsible for determining performance ratings.
 - i. Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the

Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the superintendent will determine who the primary Evaluator will be.

- ii. **Notification:** The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle, but no later than September 15 of such year. 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 a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by District, grade level or subject area teams.
- 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. **New Assignment:** A first time assignment in a new licensure area.
- T. ***Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An announced observation will be for at least ten (10) minutes in duration. An unannounced observation may be of any duration. An observation shall occur in person. No video, audio

taping or photography shall be permitted, however the Parties agree to discuss the use of photography at a later date. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols, set forth at Section 11.

Normal responsibilities of department chairs, building and district administrators will also cause such chairs or administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these 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 Association and the Committee are the Parties to this Agreement.
- 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 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, when available.

- 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. Self Assessment:** An assessment of the Educator’s performance as completed by the Educator.
- CC. *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.
- DD. *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.
- EE. *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.

FF. *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.

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 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.
 - 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; and
- 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 agreed upon Rubrics are attached to this Agreement as Appendix A.

5. Evaluation Cycle: Training

Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

By October 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the start of school, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within four weeks of the date of hire. The superintendent shall work with the Association to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

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:

- A. Provide an overview of the evaluation process, including goal setting and the Educator plans.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

- C. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- D. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1 or within four weeks of the start of his/her employment at the school.
- ii. The self-assessment includes:
 - a. An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
 - b. An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
 - c. Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator’s own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1st (or within four weeks of the Educator’s first day of employment) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared District, grade level or subject area goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals

that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below. Evaluators and Educators may consider shared District, grade level or subject area goals. The Evaluator retains authority over goals to be included in an Educator's plan.
- C. Educator Plan Development Meetings shall be conducted as follows:
 - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 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 District, grade level or subject matter goals.
- D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A.** In the first year of practice or first year in a new assignment:
 - i.** The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii.** The Educator shall have at least four unannounced observations during the school year.
- B.** In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i.** The Educator shall have at least one announced observation during the school year.
 - ii.** The Educator shall have at least three (3) unannounced observations during the school year.

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

- A.** The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation 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 at least two unannounced observations.
- C.** The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. 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 less than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

11. Observations

The Evaluator’s first observation of the NPTS Educator or the PTS Educator on a One Year Directed Growth Plan should take place by November 15. For the PTS Educator on a Two Year Plan, the first observation may take place at a later time. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date for Educators who might potentially benefit from additional observations.

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

A. Unannounced Observations

All unannounced observations shall be conducted according to the following:

- i.** Unannounced observations of any duration may be in the form of partial or full-period classroom visitations, or any other means deemed useful by the Evaluator.
- ii.** The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, electronically, placed in a sealed envelope in the Educator's mailbox, or mailed to the Educator's home.
- iii.** Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days. Written feedback provided to the Educator will include the issues to be addressed, and an invitation to meet with the Evaluator to discuss improvement.

B. Announced Observations

- i.** All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Announced Observation.
 - a.** The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least ten (10) minutes in duration.
 - b.** Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - 1st** The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - 2nd** The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - c.** Within 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 5 school days of the post-observation conference. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:
 - 1st Describe the basis for the Evaluator’s judgment.
 - 2nd Describe actions the Educator should take to improve his/her performance.
 - 3rd Identify support and/or resources the Educator may use in his/her improvement.
 - 4th State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment for Educators on a One-year Plan

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice 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 by January 15, as stated in the timeline. The Educator may provide to the Evaluator additional evidence of the Educator’s performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report by February 1 (for a one-year plan) and provide a copy to the Educator. All Formative Assessment reports must be signed by

the Evaluator and delivered face-to-face, by email, electronically, in a sealed envelope to the Educator's school mailbox or to the Educator's home.

- G.** Upon request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment report. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.
- H.** The Educator shall sign the Formative Assessment report within 10 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I.** As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J.** If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A.** Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 1 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 his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C.** No later than May 1 of the first year, 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 by June 1 of the first year of the two year cycle and delivered face-to-face, by email, electronically, in a sealed envelope to the Educator's school mailbox or to the Educator's 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 to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

- G.** The Educator shall sign the Formative Evaluation report within 10 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.

14. Evaluation Cycle: Summative Evaluation

- A.** The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Educator by May 15.
- 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 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 Evaluator, the superintendent's decision on the rating shall not be subject to review.
- E.** The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F.** To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G.** No later than April 15, 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, electronically, in a sealed envelope to the Educator's school mailbox or to the Educator's home no later than May 15.
- J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1.
- K. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10.
- 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 June 15. 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.

15. Educator Plans – General

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement of 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 and provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

16. Educator Plans: Developing Educator Plan

- A. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

- A. A Two-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, when available. 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, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator 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 of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may, with the agreement of the Educator, include activities that occur during the summer before the next school year begins. If the Educator does not agree then the summer work will not be included in the improvement plan and the failure to agree to such summer work will not be held against the Educator.
- 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 an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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.** The Educator may request that a representative of the Association attend the meeting(s).
 - iii.** If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G.** The Improvement Plan shall:
 - i.** Define the improvement goals directly related to the performance standard(s), indicator(s), element(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;

20. Timelines

A. The Parties will meet annually on or before June 30 to establish the timelines for the following school year. Absent agreement, the timelines shall be as set forth below.

Activity:	Completed By:
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process Educators receive written notification of the name of the Evaluator	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of Non PTS Educator	November 15
Educator submits evidence to Evaluator for Formative Assessment	January 15
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits to Evaluator for Summative Evaluation Report	April 15
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

B. Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Distributed across the 2-year evaluation cycle
Educator submits evidence to Evaluator for Formative Evaluation Report to the Educator	May 1 of Year 1
Evaluator completes and delivers Formative Evaluation Report to the Educator	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 10 of Year 1
Educator submits evidence to Evaluator for Summative Evaluation	April 15 of Year 2
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

C. Educators on Plans of Less than One Year

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

21. Career Advancement

- A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 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 prior year.
- C. Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that Educators will not be assessed using student data until the measures are identified and data is available for two (2) years.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A.** The Parties have met and agreed upon a transition process for implementation of this Educator Evaluation System starting in the 2012-2013 school year, including the identification of those Educators who will be on 1 year and 2 year cycles.
- B.** The Parties have agreed that all PTS Educators will begin the process on a Self-Directed Growth Plan, except if an Educator is on an Improvement Plan as of the end of the 2011-2012 school year, then such Educator will begin the process on a Directed Growth Plan. All NPTS Educators will begin on a Developing Educator Plan.

26. General Provisions

- A.** Only Educators who are licensed may serve as 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 establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations, and to reopen the Collective Bargaining Agreement for the limited purpose of negotiating same. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F.** Violations of this article are subject to the grievance and arbitration procedures.