

PROFESSIONAL CONTRACT

BETWEEN

PEMBROKE SCHOOL COMMITTEE

AND

PEMBROKE TEACHERS ASSOCIATION
Pembroke.massteacher.org

2022-2025

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MEMORANDUM OF AGREEMENT

The Pembroke Teachers Association and the Pembroke School Committee hereby agree that all nurses employed in the Pembroke School System, as part of their employment responsibilities, shall secure certification in Cardio Pulmonary Resuscitation (CPR) and shall meet the requirements of maintaining that certification during the course of their employment by the Pembroke School Committee.

For the Pembroke School
Committee

For the Pembroke Teachers
Association

Date:

Date:

ARTICLE I

PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Pembroke, and that good morale within the teaching and nursing staff of Pembroke is essential to achievement for that purpose, we, the undersigned parties to this Contract, declare that:
 - A. Under the laws of Massachusetts, the Committee, elected by the citizens of Pembroke, has final responsibility for establishing the educational policies of the public schools of Pembroke;
 - B. The Superintendent of Schools of Pembroke (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - C. The teaching staff of the public schools of Pembroke has the responsibility for providing education of the highest quality;
 - D. School nursing is a highly specialized service contributing to and supporting the goals of education;
 - E. The professional nurse with his/her experience and knowledge of the changing growth and behavior patterns of children, is in a unique position in the school setting to assist the children in acquiring health knowledge, in developing attitudes conducive to healthful living, and in meeting their needs resulting from disease, accidents, congenital defects or psychosocial maladjustments;
 - F. Nursing provided as part of a school program for children is a direct, constructive and effective approach to the building of a healthful and dynamic society;
 - G. Nurses are directly responsible to the school administration or their designated intermediate;
 - H. Nurses are responsible for the maintenance of all records connected with the school health program;
 - I. Nurses are responsible for coordinating all clinics and other School-Community health programs with town, state, or federal agencies, during the normal working hours;
 - J. All nurses must participate in the Massachusetts Teachers Retirement System;
 - K. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, the Principals, and the teaching and nursing staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching and nursing staff; and so,

- L. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II

RECOGNITION

The Committee recognizes the Association as the sole Collective Bargaining Representative for the following employees of the Pembroke School Committee for the purpose of bargaining with respect to wages, hours, and other conditions of employment:

- Unit A: All full-time and permanent part-time certified professional teachers. Part-time employees shall be entitled to the salary and fringe benefits provided by the provisions of this Agreement, on a pro-rated basis, based on the amount of time worked, unless specifically stated otherwise. Unless otherwise referred to, these employees shall be referred to as "teachers".

Employees not covered by the terms of this Agreement are: Superintendent, Assistant Superintendent, Business Manager, Director of Elementary Education, Principals, Athletic Director, other Supervisory and Administrative Personnel, Aides, Substitute Teachers, Chapter I Tutors and all other employees of the Pembroke School System.

- Unit B: Nurses
The Contract applies to Unit B only where specifically stated.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition: For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Association and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

- B. Time Limits: All time limits herein shall consist of calendar days unless otherwise specified exclusive of legal holidays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

- C. A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

- D. Level One. A teacher or nurse with a grievance will present it, in writing, using the form attached hereto, to his/her Principal either directly or through the Association within thirty (30) days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation. In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to his/her immediate supervisor.

Level Two. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days after the hearing at Level I, the Association may present the grievance, in writing, using the form attached hereto, to the Superintendent.

Level Three. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days after the hearing at Level II, the Association may present the grievance, in writing, using the form attached hereto, to the School Committee. The grievance filed at Level III shall be the same grievance filed at Level II.

Level Four. If the grievance is not resolved to the satisfaction of the Association within thirty (30) school days after the hearing at Level Three, it may be referred for arbitration by the Association to an Arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing with the American Arbitration Association. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Paragraph A of this Article, and he/she shall have no power to add to, to subtract from, or modify in any way the terms of this Agreement. The Arbitrator will be without power or authority to make any decision or award violative of case law or the statutory law of the Commonwealth of Massachusetts or of the United States, or which requires the commission of an act prohibited by law, or which violates

any of the terms of this Agreement. For such matters as have been specifically excluded from the grievance and arbitration procedure, the arbitrator shall not be permitted to hold hearings or take evidence.

E. General Provisions:

1. The Association shall have the right to use in its presentation of any level of this grievance procedure, any representative or representatives of its own choosing.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level, in accordance with the grievance procedure.
4. Provided the parties to this Contract agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.
5. No discrimination of any kind will be taken by the School Committee or the School Administration against any teacher or nurse because of his/her participation in this Grievance Procedure.
6. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers or nurses, the Association may submit such a grievance, in writing, to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
9. All decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and/or the Association.
10. The decision of the principal, subject to review and approval of the Superintendent or his/her designee, involving the assignment, transfer, or promotion of a teacher or nurse, and the decision of the School Committee on any questions of educational policy shall not be subject to Arbitration.
11. For the purpose of processing grievances during the summer, days shall be computed based solely upon weekdays; i.e., Monday through Friday, with legal holidays excluded.

12. If, in the judgment of the Association, a grievance affects either a group or class of teachers, the processing of the grievance may be commenced by the Association at Level Two.
13. If a grievance is filed in response to some action taken by the Superintendent or Assistant Superintendent, it shall be instituted at Level Two. If a grievance is filed in response to some action taken by the School Committee, it shall be instituted at Level Three. In either instance, the grievance shall be instituted within twenty (20) school days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation.

F. This Article shall apply to Unit B.

**PEMBROKE SCHOOL SYSTEM
PEMBROKE, MASSACHUSETTS**

GRIEVANCE FORM

TO _____ Date _____

GRIEVANCE: (State the nature of the grievance and Articles and Sections of the Agreement which have been violated.)

RELIEF SOUGHT: (State the relief sought.)

- Copies to
- 1. Management Representative
 - 2. Grievant
 - 3. Association

SIGNED: _____ (Association Representative)

ARTICLE IV

GROUP INSURANCE PLAN

- A. The employees of the school department are eligible to participate in the Town's Group Insurance Plan, as it may be amended. Neither the Employer or Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The Employee shall contribute twenty-five (25%) percent towards the premium cost of the indemnity plan. The Employer shall be entitled to any dividends or refunds in connection with the plan. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures of this Agreement.
1. Effective July 1, 2012, the Town shall establish a Flexible Spending Medical Program (i.e. "Section 125" plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan "DCAP" and Medical Care Account Plan "MEDCAP") and shall provide for and pay the one-time set up costs to implement the program. The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system. Employees may set aside funds up to a maximum amount as permitted under IRS regulations.
 2. Effective January 1, 1991 employees shall pay twenty-five percent (25%) of the HMO premium cost.
 3. Effective July 1, 2012, the following plan design features shall be established for the plans offered by the Town of Pembroke:

	<u>Network Blue Rate Saver HMO</u>	<u>HPHC Rate Saver HMO</u>	<u>Blue Care Elect PPO</u>
Deductible:	\$0	\$0	\$0
PCP Office Visit	\$20	\$20	\$15
Specialist Office Visit	\$35	\$35	\$20
Retail Clinic	\$20	\$20	\$20
Emergency Room:	\$100 (waived if admitted.)	\$100 (waived if admitted.)	\$100 (waived if admitted.)
Inpatient Admission:	\$250	\$250	\$250
Outpatient Surgery:	\$150	\$150	\$150
Radiology (MRI, PT, CT):	\$100	\$100	\$100
Radiation and Chemotherapy:	\$0	\$0	\$0
Outpatient Mental Health:	\$20	\$20	\$20
Preventative Services:	\$0	\$0	\$0
Prescription Drugs (30 day supply):	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45
Prescription Drugs (90 day supply):	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90

With respect to the above-listed plan design features, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein, regardless of any potential or actual legislative changes to M.G.L. c. 32B, any provision of M.G.L. c. 32B generally or any provision of the General Laws and/or special acts.

Accordingly, the plan design features listed above shall be revoked, deleted and of no further effect on June 30, 2016. The Town of Pembroke may, at its sole discretion, invoke its rights under M.G.L. c.32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features or plan offerings listed above that would take effect July 1, 2016. Alternatively, the Town, at its SOLE discretion, may elect to comply with any bargaining obligations consistent with the provisions of c.150E.

B. Teachers will be eligible to participate in payroll deductions for the following:

1. Rockland Credit Union
2. Plymouth County Teachers Federal Credit Union
3. United States Savings Bonds
4. Association Dental Insurance Plan
5. Washington National Disability Insurance Plan

C. Annuity Plan

1. The Committee will, at the written request of a Professional Employee, enter into an agreement with said employee to reduce the amount of his/her salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with G.L. c71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. All new companies must sell five (5) or more contracts before enrolling members, and all existing companies must have five (5) or more employees enrolled before they may add new members.
2. An employee may enroll in an annuity plan or change the amount of a payroll deduction for any annuity plan during the calendar periods listed below:

September 1-30
March 1-31
3. Deductions will be made in equal amounts each pay period by the Committee from the employee's pay check.
4. No change in the amount of the deductions shall be made except as set forth in paragraph 2 above. A policy may be canceled by an employee at any time during the school year.

An employee who cancels a policy during the school year may not again participate in the tax sheltered annuity program until the dates established in paragraph 2 above.

D. Payroll Deductions

1. The School Committee shall certify to the Treasurer of the Town of Pembroke, payroll deductions pursuant to Section B above when duly authorized by employees of Unit A covered by this Agreement.
2. Employees desirous of payroll deductions pursuant to Section B above shall certify to the Superintendent of Schools, not later than September 10, the amount of deductions desired for this purpose from each payroll check. The amount of said deductions shall remain constant and consistent for the contract period, except as provided below. In addition, teachers shall have the opportunity to join credit unions and/or dental or disability insurance plans in Section B, or to withdraw from the same, or to change the amount(s) of the deductions, to the extent permitted by the credit union and insurance carriers concerned, effective the payroll period following January 15, if notification is given, in writing, to the Superintendent of Schools prior to December 1.
3. A standard form (attached hereto as Appendix C) will be used for payroll deductions authorization(s).

E. In the event that the Collective Bargaining Contract is not settled prior to the commencing of the school year in which it is to be effective, one appropriate adjustment in any payroll deduction will be made available to the teachers to reflect the new Collective Bargaining Agreement.

F. Any teacher who desires to join any payroll deduction plan specified in Section B above, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in Section C, Subsection 2 or Section D, Subsection 2 of this Article.

G. This Article shall apply to Unit B.

ARTICLE V

SABBATICAL LEAVE POLICY FOR THE PEMBROKE SCHOOL DEPARTMENT

A. The purpose of sabbatical leave is to provide the opportunity for doing graduate study, research, and, in general, increase professional ability and competence.

B. To be eligible for sabbatical leave, a professional staff member must have served in Pembroke in that capacity for a period of seven years prior to the requesting of said leave. A professional staff member shall be eligible for consideration for sabbatical leave after each seven full years of teaching service in the Pembroke School System in a professional position.

- C. All requests for sabbatical leave must be submitted for approval to the Superintendent on or before April 1st for leave during the first semester or the full school year, or on or before October 1 for leave during the second semester. These requests are subject to School Committee approval for the course of study and the School Committee will notify the applicant of their decision to grant or deny request for sabbatical leave not later than one week after the second regular meeting following receipt of the application.
- D. Either one full college semester or one full academic year of sabbatical leave may be granted at one-half the salary the staff member would ordinarily receive if he/she had remained in active service during the period of leave. For a teacher, "salary" shall include the total annual salary pursuant to Appendix A of this Agreement.
- E. The staff member's tenure, regular salary increments, Blue Cross and Blue Shield and status shall not be impaired as a result of the grant of a period of sabbatical leave.
- F. The staff member will enter into a written agreement with the School Committee that upon the termination of such leave, he/she will return to service in his respective school system for a period equal to twice the length of the leave and that in default of completing such service, he/she shall refund to his respective School Committee an amount equal to such proportion of salary received by him/her while on leave on the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- G. The decision of the School Committee shall be final and denial shall not be subject to the grievance and arbitration procedure.
- H. If the sabbatical leave request has been denied, the staff member may request and be granted a meeting with the School Committee after first meeting with the Superintendent of Schools.
- I. Staff members on Sabbatical Leave will be paid at fifty percent (50%) of their regular salary rate, provided that such pay, when added to any program grant, will not exceed the regular salary rate.

ARTICLE V-A

REIMBURSEMENT FOR COURSES

- A. Professional Development Council.

A Professional Development Council ("PDC") will be established as a standing committee to assess the current professional development program and make recommendations to the Superintendent regarding a district-wide professional development plan. The PDC shall include an equal number of representatives from the Committee and the Association, not to exceed a total of ten representatives from each party.

The PDC may also make recommendations to the Superintendent regarding investments in curriculum that will allow teachers to use their preparation time more effectively and efficiently.

1. The guiding principles upon which the PDC shall make recommendations to the Superintendent include the following:

The PDC may survey teachers to assess their professional development point needs.

The professional development plan shall align with district goals and mission.

The PDC shall plan out compliance with statutory obligations.

The professional development plan may include in-house course offerings and/or on-site graduate level coursework. The offerings and/or coursework may be offered during non-classroom hours. The plan may also offer summer and/or weekend opportunities for professional development.

2. No later than the first week of May, Administration shall provide annual notice to individual teachers of subjects for district-issued PDPs for the following year as well as tentative calendar dates.

3. Administration shall make every effort to provide teachers with information about his/her individual professional development plan responsibilities and the district's professional development plan.

4. There will be a maximum of five Professional Development days per educator, as requested by the educator. Additional days may be granted at the discretion of the Superintendent.

5. Administration shall review the individual professional development plan with each teacher every two (2) years.

B. Course Reimbursement.

For courses that meet continuing education requirements but are not specifically required by the District, teachers will be reimbursed for tuition and registration costs for courses granting at least two (2) credits and/or for the costs of pre-approved professional development activities outlined below, up to a maximum of \$1,200 or the cost (tuition and fees) of one three-credit course at Bridgewater State University, whichever is greater, per contractual year per teacher, provided such credit(s) are earned in an approved area subject to the following conditions:

1. In order for a course to be reimbursable, the course must be given the prior approval of the Superintendent of Schools, and unless the Superintendent deems otherwise, shall be a Graduate Level course.

2. All course work must be taken at colleges and universities accredited by a regional or national accrediting association. However, special courses may be taken at other institutions subject to prior approval of the Superintendent of Schools.

3. No reimbursement shall be made until an official transcript of the course and semester hours earned is received from the institution by the Superintendent of Schools. No reimbursement shall be made unless a Grade of B or 3.0 is obtained in said course. In those cases where institutions' grading system is on a pass-fail basis, a pass grade shall satisfy the requirement of this section. Such documentation must be submitted within 30 days of the time when notice of a grade (or its equivalent) is made available by the granting institution.

Providing the advance approval of the Superintendent or his/her designee is obtained, the Committee will pay the reasonable expenses including tuition and fees incurred by teachers who attend in-service training courses, courses, on-line courses, workshops, seminars, conferences, or other professional improvement sessions. Reimbursement hereunder including payments for course credits outlined above is subject always to the above-referenced maximum per contractual year per teacher.

The total payments made by the Committee pursuant to the provisions of this Article shall under no circumstances exceed the sum of seventy-two thousand dollars (\$72,000) during any one contractual year.

Of the \$72,000 total sum, \$24,000 shall be set aside to fund courses and professional development activities outlined above that are approved by the Superintendent and scheduled to begin between July 1 and August 31. Another \$24,000 shall be set aside to fund courses and professional development activities outlined above that are approved by the Superintendent and scheduled to begin between September 1 and August 31. Another \$24,000 shall be set aside to fund courses and professional development activities outlined above that are approved by the Superintendent and scheduled to begin between January 1 and June 30. In each period, \$8,000 out of the \$24,000 shall be set aside for teachers who are working on a first Master's degree or those teachers who are in the fifth year of the recertification cycle who do not have enough PDPs to recertify. The \$8,000 sum shall be referred to as the "First Master's / Recertification Pool." If the First Master's / Recertification Pool is exhausted in any period, teachers in this category may be reimbursed from the remaining general pool.

The approved reimbursement amount shall be subtracted from the applicable reimbursement pool when the Superintendent approves a course. If no available funds remain in the applicable pool when a teacher submits a course for approval, the teacher shall be notified by the Superintendent that insufficient funds are available for reimbursement at that time.

As of June 1 of each year, any remaining sum of money that has not been set aside from the First Master's / Recertification Pools or the general pools shall be placed in a Final Reimbursement Pool. Any teacher who had submitted a course for approval, but was denied approval for reimbursement due to insufficient available funds shall be reimbursed from the Final Reimbursement Pool in the order in which their course(s) were approved to the extent funds remain available and always subject to the maximum per teacher per contractual year. At this time, teachers may also submit for approval of courses scheduled to begin before July 1 and be reimbursed to the extent funds remain available and subject to said individual cap.

This Article shall apply to Unit B.

ARTICLE VI

DUES DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Pembroke all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

- B. A standard form (below) will be used for dues deduction authorization.

"DUES DEDUCTION AUTHORIZATION CARD"

Name _____

Address _____

I hereby request and authorize the School Committee of the Town of Pembroke to request the Treasurer 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 to the Treasurer by such Association (here insert the amount and intervals of payments over the remainder of the school year and the succeeding school year), such deductions to be made (here insert the payroll periods in which deductions are to be made). I understand that the Committee will discontinue such deductions if I give the Committee sixty (60) days' advance written notice to do so and that I may give such notice at any time. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and the Town and all their respective officers from any liability therefore.

Teacher Organization:

- Pembroke Teachers Association ()
- Mass. Teachers Association ()
- National Education Association ()

Date _____ Teacher's Signature

- C. A member of the bargaining unit, who is not a member of the Association, shall be required to pay to the Association a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be paid to the Association within thirty (30) days from the start of the school year or within thirty (30) days from the date of hiring, whichever comes later, unless the agency fee payer elects payroll deduction as the method of payment. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect and shall be promptly transmitted to the Association. A member of the bargaining unit who is not a member of the Association and who chooses not to pay the agency fee shall be suspended without pay for five (5) days.”
- D. This Article shall apply to Unit B.

ARTICLE VII

TEACHERS' AIDES

The Committee and the Association recognize that the provision of an adequate number of competent teacher aides to carry forward the needs of the Pembroke School System, to provide effective educational programs as determined by the Committee, is a management prerogative for which the School Committee is responsible to the students and citizens of Pembroke. Therefore, the Committee and the Association agree that this determination shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII

TEACHER WORKING DAY AND PROFESSIONAL RESPONSIBILITIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities related to learning with the understanding that children learn in a variety of ways during the school day and his/her energies should be directed and utilized to this end.

8.1

The work day shall be 7 hours, 13 minutes at the secondary level and 7 hours 5 minutes at the elementary level. Classroom teachers on the classroom salary schedule shall report ten (10) minutes before the formal opening of school and at the elementary level remain ten (10) minutes after student dismissal and the secondary level remain thirteen (13) minutes after student dismissal (except in cases where special supervisory responsibilities are necessary to provide for the safety of pupils). The starting and dismissal time for students shall be established by the School Committee, provided, however, that no change in the student schedule will increase the length of the teacher day as defined above. A teacher may request to work the additional twenty (20) minutes per day beyond the formal opening and closing of school on a flexible schedule. Any requests shall be made to the building principal. Requests may be approved by the building principal at his/her sole discretion.

8.2 The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but will, in no event, be longer than three (3) days more than the number of days when pupils are required to be in attendance by State Law. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teacher attendance is required.

8.3 Teachers may be required to attend five (5) evening meetings each school year. An evening meeting is defined as any meeting scheduled to conclude after the contractual work day. Evening meeting events each school year may include one open house, no more than two conferences, and other meeting(s) mutually agreed upon by educators and administration at the first faculty meeting of the academic year. No fewer than two evening meetings each school year will be scheduled on early release days. As an alternative to an in person conference parents may elect to schedule a remote conference at a time mutually determined by the parent and teacher and the teacher shall conduct the conference from their classroom. Educators shall

not be responsible for the creation of content for evening meetings outside of the contractual day. Evening meetings will not be scheduled on successive days except in cases beyond the control of the Administration. Parent conferences shall not be scheduled to begin after 7:45 p.m. Registration for all conferences will be scheduled and confirmed no later than 24 hours in advance.

- 8.4 Teachers may be required to attend staff meetings in the afternoons on non-early release days; the administration shall use its best efforts to schedule such meetings so they begin no later than fifteen (15) minutes after the end of the student day. There shall be no more than two (2) such staff meetings per month, each of no more than sixty (60) minutes duration, except in a year when the Pembroke Public Schools are undergoing accreditation (NEASC). In a NEASC year, there shall be no more than three such meetings per month with one of the following formats being used: 1) two meetings of 45 minutes in duration, and one meeting of 90 minutes in duration, or 2) two meetings of 60 minutes in duration and one meeting of 45 minutes in duration or, 3) three meetings of 45 minutes in duration. A minimum notice of two school days is required; however, a four day prior notice is required for any meeting of 90 minutes in duration. These notification periods shall not apply in the event of an emergency.

One of the two monthly staff meetings will be used for Professional Learning Communities.

- 8.5 Elementary teachers will have an average of thirty (30) minutes of uninterrupted lunch. In averaging out the lunch period, the normal time period within which to compute the average will be ten consecutive working days; however, this averaging period could be longer where reasonable under the circumstances. Secondary teachers will have a duty free lunch period equal in length to that of the regular student lunch period. No later than the 2022-23 School Year, the District shall implement lunch periods of no less than twenty-five (25) minutes on the secondary level.
- 8.6 Elementary teachers shall not have outdoor recess duty in the mid-morning period. The District will schedule as few duties as possible for each elementary teacher with no more than three (3) lunch or recess duties per week. Effective at the start of the 2024-2025 school year the District will schedule as few duties as possible for each elementary teacher with no more than two (2) lunch or recess duties per week. When indoor recesses are required by circumstances, teachers, by mutual arrangement, may elect to provide or divide coverage for two classrooms. It shall be understood that all other time shall be spent in performing assigned duties in instructional areas.
- 8.7 The time for the teacher to be in attendance before class time and after pupil dismissal shall be used primarily for preparation, special help, and teacher consultation.
- 8.8 Administration shall provide reasonable support for classroom teachers while the classroom teacher administers developmental reading assessments (DRAs) to individual students. The classroom teacher shall be notified about the scheduling of coverage as far in advance as practicable and as necessary.
- 8.9 Teachers shall be qualified to teach all school subjects which they are assigned to teach and shall be qualified to implement all educational programs in effect in the Pembroke Public Schools. In the event that the Principal and Supervisory Personnel, in their opinion, feel that a

staff member is not qualified to carry out the educational program for the grade level and/or subject area to which he or she may be assigned, said teacher shall take necessary courses prescribed by the Principal and Supervisory Personnel to implement and carry out the educational program in a satisfactory manner. Such courses shall be subject to one hundred percent (100%) reimbursement for tuition and books and shall meet the requirement of Appendix A, Section 1, and shall not include courses in elementary art, elementary music, and/or elementary physical education. Teachers who are teaching outside of their license may be observed but shall not be evaluated solely in the subject area for which they are not licensed.

- 8.10 Teachers may be required to stay at school beyond their normal work day for one (1) hour per week for the purpose of assisting students for special help. This method for special help will be utilized only if significant need for academic support can be demonstrated and can not be met through other means, such as a student's inability to access ample support during Titan Time. This period of special help will be scheduled during a time mutually agreed upon by the student and educator. During this time the Teacher will not be responsible for the supervision of any students other than those who are specifically scheduled.
- 8.11 All participation in extracurricular activities (e.g. clubs, athletic coaching, Nature's Classroom, and similar activities taking place outside the regular workday) is voluntary. Payments for advisors and coaches of some extracurricular activities shall be in accordance with schedules provided in this contract. Those advisors and/or coaches on a pay status shall hold such positions for one (1) year. The Committee retains the right to decide who may receive paid positions as coaches and/or advisors from year to year. All coaches shall be required to be CPR certified. The principal shall determine the existence of co-curricular and extracurricular activities.
- 8.12 In the assignment of extra duties, these duties shall be distributed equitably between all members of the Unit A bargaining unit.

8.13

The Committee shall schedule all members of the Unit A bargaining unit no fewer than ten (10) preparation periods every ten (10) school days exclusive of field trips unless explicitly excluded by Section 8.15.b of the agreement. When a teacher receives a preparation period, it shall be used by the teacher exclusively as his/her preparation period. The school administration shall provide each teacher at the elementary level with no fewer than fifty (50) minutes of preparation time per period. At the Secondary Level, preparation time will be the equivalent of one student period. The preparation time described above shall be in addition to the lunch period set forth in 8.5 and in addition to time described in 8.7. Whenever a teacher is provided with the required number of preparation periods of the required duration in any ten (10) school day period, one (1) such period per week may be used as common planning time. In the event that the administration fails to provide any teacher with the required number of preparation periods in any ten (10) school day period, such teacher(s) will be excused from common planning time during the next succeeding ten (10) school day period unless compensated pursuant to this section for each common planning period which she/he is required or volunteers to attend during said ten (10) school day period. In the event a teacher has been excused from a common planning period, said teacher shall not be required to complete work that may have been covered during the common planning period without additional preparation time being provided. Any information that may have been disseminated

to staff during the common planning period shall be provided to the excused teacher by building administration. During every other common planning period, administrators may convene, attend, establish the agenda and/or chair the common planning period, which shall be utilized to discuss relevant curriculum, instruction, standardized testing or planning issues. In the event the Committee is unable to provide Members of the Unit A bargaining unit with the preparation time as required by this article, said members shall be compensated at the rate of one fourth (1/4) the rate of pay for short-term, daily substitutes per preparation period for each such period not so provided.

- 8.14 The parties agree to establish and maintain Titan Time to provide support to their students. Teachers K-12 will have a specified time every day hereafter known as Titan Time. Titan Time is not for the delivery of new course content and teachers shall not be made to perform activities during Titan Time that require preparation time. *If MCAS remediation is required at the Middle School due to student performance, instruction will provided by tutors.*

Student support will be defined in one of three ways:

- a. Remediation: teachers will review concepts and skills specific to the course(s) they teach that students are having difficulty mastering.
- b. Extension: teachers may voluntarily choose to utilize the time by adding those minutes to a classroom lesson, lab, exam or other teaching strategy.
- c. Enrichment: teachers may voluntarily choose, but will not be required, to provide an activity or opportunity of their design with approval from the building principal or department chair.

Each year, prior to the end of the student year, a building wide committee shall be established and meet to determine norms for Titan Time for the next student year including but not limited to the number of students per teacher during Titan Time. Walkthroughs and observations may occur during Titan Time and evaluators may follow up with teachers about use as an exemplar for other staff, but no observation reports will be written up and Titan Time will not be subject to evaluation.

- 8.15 The Committee and Association recognize the specific needs and nature of the position of guidance counselor and agree that a counselor's responsibilities generally entail the performance of duties and the expenditure of time beyond the teacher work day. To this end, the following conditions of employment shall be effective.
- a. Except as set forth below, the guidance counselor's workday shall be the same as that of classroom teachers as set forth in this Article.
 - b. Guidance counselors will not have a preparation period.
 - c. Guidance counselors will remain in the building, available to parents and students for one (1) hour beyond the end of the student day on one (1) day each week (Monday through Thursday) on a schedule mutually established with the principal of each school. At the start of the school year, counselors shall publish their scheduled times of availability each week to their assigned students and shall make themselves available at such published

times unless no requests for any appointments on a given day have been received prior to the end of the work day immediately preceding the appointment day.

- d. The guidance counselor's hours during the school year shall include the equivalent of two (2) additional extended days or evenings per month. Extended days or evening schedules will be established by the principal of each school and/or the director of guidance, in consultation with the guidance counselor, but shall be limited to no more than four (4) hours per month. It is understood by the parties that evening schedules may be established for scheduled events such as college fairs or open houses; however, such evening times shall not be scheduled as office hours.
- e. Guidance counselors shall work five (5) additional days before the teachers' work year and five (5) additional days after the teachers' work year. At the discretion of the Superintendent or his/her designee, any or all of the additional ten (10) days may be worked during the school year.

- 8.16 Middle school and high school teachers will not be assigned to more than twenty-five (25) teaching periods per week, and will have at least five (5) duty-free preparation periods and up to five (5) duty periods per week. If a teacher who has reported for duty is required to be absent from an assigned period, class or the equivalent or is absent from the same due to an emergency, illness or injury, teachers who have an unassigned period, class or the equivalent may be required to cover the class or period of the absent teacher. Such assignments will be made on a rotating basis. If the District wishes to create a block schedule at the High School, the total amount of preparation time for teachers shall not decrease and the parties agree to bargain the impact of any other changes prior to implementation.
- 8.17 Middle school team and common planning times will be considered as required duties and may be assigned up to three (3) times per six day cycle in lieu of duty periods. During every other common planning time, administration may convene, attend, establish the agenda, and/or chair team and common planning time periods. Common planning time shall be utilized to discuss relevant curriculum, instruction, standardized testing or planning issues.
- 8.18 Teachers normally assigned to less than twenty-five (25) teaching periods per week shall have their annual salaries reduced proportionately.
- 8.19 Middle and high school teachers may volunteer to be assigned an overload of up to five (5) additional teaching periods beyond those assigned per week. Such a teacher teaching a total of thirty (30) teaching periods per week per school year shall have his/her annual salary increased by one-sixth (1/6); teachers teaching more than twenty-five (25) but less than thirty (30) teaching periods per week per school year shall be paid an appropriate proportionate salary based upon the number of additional periods taught per year.
- 8.20 Every effort will be made to avoid assigning middle and high school teachers to teach more than two (2) certification areas and/or to have more than three (3) teaching preparations within each certification area at any one time. Teaching Preparations shall be defined as preparation for a particular course and/or preparation to teach a different level within a course (e.g. College Placement Biology and Honors Biology = 2 Teaching Preparations). Any secondary teacher with an assignment of more than three Teaching Preparations shall not be assigned more than

one (1) duty per cycle. This duty time shall be assigned for student testing or team meetings if applicable prior to any other duty..

- 8.21 The administration may assign a teacher from a volunteer list to teach a class period of an absent teacher if such absence occurs during the volunteer's preparation period. Teachers who volunteer shall be paid at the rate of one fourth (1/4) the rate of pay for short-term daily substitutes per class period. Administration may assign a guidance counselor to cover the class of an absent teacher only if every teacher on the volunteer list declines the administrator's request to teach the class.
- 8.22 Teachers shall not leave their buildings during unassigned periods without permission from the building principal.
- 8.23 Secondary teachers may be assigned to detention or in school suspension coverage during working hours. Extended detentions scheduled outside of regular working hours shall be on a voluntary basis and paid at the rate of \$25.00 per hour. Assignments will be made on a rotating basis.
- 8.24 Members of the bargaining unit required to work additional days beyond the maximum work year set forth in this Agreement will be compensated at a per diem rate calculated by dividing their total annual salary (including any applicable longevity pay and/or salary differential, such as the guidance differential) by the total number of work days in their maximum work year. A day's pay, if deducted, shall be at the same rate."
- 8.25 A Master Schedule Committee shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent. The Master Schedule Committee shall review the operation of the middle and high school master schedules. The Committee shall have the power to make recommendations for the improvement and/or alteration of such schedules to the parties. Thereafter, the parties agree to meet and to consult concerning such recommendations with the understanding that changes agreed upon by the parties may be implemented in the appropriate school year following receipt of the same.
- 8.26 The Administration will provide teachers with a written or electronic Professional Development Points Certificate for activities that may qualify for the same in accordance with Department of Education regulations.

ARTICLE IX

NURSES' WORKING DAY AND WORKING YEAR

- A. Nurses who may be required to work beyond the normal work week, excluding lunch, shall be paid straight time on an hourly basis in proportion to their annual salary. Administration shall provide reasonable clerical assistance to school nurses on an as-needed basis. Each nurse shall receive one daily thirty (30) minute uninterrupted lunch period.

- B. The work year for nurses will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but in no event be longer than four days more than the number of days when pupils are required to be in attendance by State Law. The work year shall include days when pupils are required to be in attendance, orientation days at the beginning of the school year, and any other days on which teacher/nurse attendance is required. It is the intent of administration to better manage the Summer paperwork and other administrative duties associated with the students' medical needs. In lieu of the four professional development days offered to school nurses during the work year, the four days may be worked at the end of or prior to the start of the school year by mutual agreement between the nurse and the administrator.
- C. All nurses shall be reimbursed for mileage incurred, as directed, in connection with his/her duties as a school nurse. For reimbursement purposes, the per mile allowance shall be the same rate in existence for other professional personnel and shall not be less than twenty cents (20¢) per mile. Such reimbursement shall be filed monthly indicating the date and destination for which reimbursement is requested.
- D. Nurses shall be excused from faculty meetings in order to utilize this time for other work duties if the agenda of the meeting does not pertain to their duties as a school nurse.

ARTICLE X

SALARIES

- A. Teachers will be paid every other Tuesday while school is in session (September 1 to June 30), if permissible by law and not in conflict with other Articles contained in this Agreement.
- B. It is agreed that paychecks will be distributed on the earliest Tuesday in September that is both practicable and permissible by law. Administration will provide educators with a copy of the pay cycle dates for the upcoming school year, as soon as possible but no later than May 1st.
- C. Teachers shall have the option of receiving salary payments in either twenty-one (21) or twenty-six (26) equal biweekly installments. Teachers who wish to change the format of salary payments they receive will elect that choice for the following year during the open enrollment period.
- D. The School Committee reserves the right to hire any non-teaching personnel at higher step than minimum if, in the opinion of the Committee, the applicant possesses some skill beneficial to the System.
- E. Annual longevity payments will be made to employees who have completed the prescribed number of years of continuous service in the Pembroke Public Schools as stated below. Only employees on active paid status for at least ninety-two (92) work days shall be credited with a year of service and shall receive the longevity payment. Employees hired from the Silver Lake Regional School District as a result of Pembroke's withdrawal from the Region and who began work for Pembroke during the 2004-2005 school year shall have their continuous service in both systems counted for the purpose of longevity entitlement hereunder.

<u>Years of Service</u>	<u>Longevity Payment</u>
10	\$1,100
15	\$1,350
20	\$1,550
25	\$1,850

The longevity payment shall be added to the annual salary of eligible employees and paid out each year in one lump sum payment in the first paycheck of October.

F. **Severance Pay**

1. Teachers shall be compensated for one-half (50%) of all accumulated unused sick leave at the rate of fifty (\$50.00) per day, following a period of continued professional service of twenty (20) or more years in the Pembroke School System, upon presentation of evidence of permanent retirement under the terms of the Massachusetts Teachers Retirement System, or upon death. In the event of death, payment will be made to the estate of the deceased.
2. A teacher must have ninety (90) days of accumulated unused sick leave at the time of retirement or death to be eligible for payment under this section.
3. Teachers who wish to redeem severance pay must give written notice to the Superintendent. If written notice is given by November 1, every reasonable effort will be made to make payment by June 30 but in any event not later than August 15. If notice is given after November 1, then payment will be made by August 15
4. Continued professional service shall be broken only for the same reasons stated in Section E of Article XI herein.

G. This Article shall apply to Unit B.

ARTICLE XI

LEAVES

A. **GENERAL PROVISIONS.**

Teachers absent during the school year because of personal illness, disability, or quarantine, and reported in accordance with procedures established by the Superintendent of Schools, shall receive full pay for fifteen (15) days of such absence during the school year. These days shall be earned at the rate of one and one-half days per month during the salary contract period from September through June. Unused sick leave may be accumulated up to one hundred and ninety-five (195) days. The accumulated sick leave days may be used only upon the exhaustion of the teacher's current year pro-rata accumulation.

1. Sick leave shall be granted and taken only as the teacher is prevented from working because of sickness or injury of the teacher. Of the 15 sick days earned during a work year, five (5) of these days may be used as “family illness days” to care for the health of a member of the immediate family or a member of the permanent household. For such leave, a statement of circumstances shall be submitted by the teacher to the Superintendent or his/her designee. For the purposes of this subsection, "immediate family" shall be the same as defined in Section B below. At the end of the work year, any unused “family illness days” shall be rolled over into the next work year and categorized as “family illness days.” A bargaining unit member may accumulate up to a maximum of sixty (60) “family illness days.” A bargaining unit member may use up to five (5) “family illness days” plus any accumulated “family illness days” in any one work year.
2. A doctor's certificate may be required by the Superintendent for benefits under the Sick Leave Plan. The School Committee may require a doctor's certificate from a doctor of its own choosing at its own expense.
3. The Committee agrees to notify each teacher at the beginning of the school year of the number of accumulated sick leave days the teacher has as of that date, upon request by the teacher.
4. Sick Leave Bank
 - a. A Sick Leave Bank shall continue in effect for use by bargaining unit members who have attained professional teacher status or who have otherwise completed three years of continuous service. The purpose of the bank will be to provide extended sick leave coverage for one’s personal illness or disability to an eligible member of the bargaining unit who has exhausted his/her personal sick leave.
 - b. The bank will be administered by a Committee of four – two members representing the Association, and the other two members representing the School Committee. All requests for the use of days shall be directed to this Committee and shall include a doctor’s note, and the decision of the Committee shall be final and not subject to the grievance and arbitration procedure. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty days. Upon completion of the thirty day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. There shall be a life-time cap of one hundred eighty-four sick leave bank days for each employee.
 - c. When the number of days in the Sick Leave Bank is reduced to fifty (50) days all eligible bargaining unit members will be assessed an additional day which will be deducted from their annual sick leave. Additionally, any teacher who has accumulated the maximum number of sick days may donate up to an additional two (2) days from his/her annual entitlement of fifteen (15) days to the Sick Leave Bank by so notifying the Superintendent in writing. Sick days in the bank will carry over from year to year, however, shall not exceed a maximum of three hundred (300) days.
5. Teachers new to the Pembroke Public Schools who commence their employment at the start of the school year shall have the opportunity of drawing the sick leave days for the months

of September and October at the start of the school year. The balance of sick leave days shall be earned at the rate of one and one-half days per month for the period November through June.

B. BEREAVEMENT LEAVE

Five (5) working days of bereavement leave shall be granted to an employee upon the death of anyone in the employee's family. A maximum of five (5) working days' leave with pay shall be granted for each individual and separate bereavement during the school year. This time shall not be deducted from, but shall be in addition to any other leave provisions. For purposes of this Section, family is defined as: the employee's spouse, significant other, child, grandchild, mother, father, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, nephew, cousin, or spouse's aunt, uncle, niece or nephew, aunt and uncle. The Superintendent may, in his/her sole discretion, grant additional bereavement leave under unusual circumstances. Said decision by the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.

C. PROFESSIONAL LEAVE.

There shall be a Professional Leave Committee, comprised of the Superintendent of Schools (or his designee), and two teachers/nurses to be appointed by the Association. This Committee shall be charged with the responsibility of developing guidelines for securing professional leave days and shall evaluate those requests submitted. The Superintendent of Schools, upon the recommendation of the Professional Leave Committee, may grant two days' leave of absence with pay to any member of the professional staff for the purpose of visiting other school systems or for attending conferences, workshops, etc., which are directly related to the instructional program. Additional professional leave may be granted any member of the Professional Staff if such leave is in the best interest of the Pembroke School System. Denial of any request shall not be subject to the Grievance Procedure or arbitration provisions contained in this Contract.

D. PERSONAL LEAVE

- 1a. It is understood that absence of the teacher interrupts the education process and must, therefore, be held to a minimum. It is agreed that teachers will make every effort to attend to their personal business on non-working days or during non-working hours and that a request for personal leave will be submitted only after every effort has been made to schedule such business so as not to interfere with the teaching commitment. A teacher will be entitled to three (3) days leave of absence with pay each school year for the purpose of conducting such necessary and important personal business that cannot be scheduled during non-working hours. The teacher shall submit a timely written notice in advance, normally at least forty-eight (48) hours prior to the taking of such leave. In the event of an emergency, a telephone call to the Superintendent or his/her designee may be accepted by him/her in lieu of the written notice; however, such written notice must be filed as soon thereafter as reasonably possible.
- 1b. Personal leave is to be considered personal, and as such, no explanation is necessary; however, a teacher shall provide a reason in advance, normally at least forty-eight (48) hours prior to the taking of such leave, if the personal day will precede or follow a school holiday or vacation. This time shall not be deducted from sick leave provisions.

2. Any unused personal days shall be converted to accumulated sick leave at the end of the work year.

E. **RELIGIOUS HOLY DAYS.**

All teachers shall be allowed a period of time not to exceed two school days with pay during any school year for the purpose of observing Religious Holy Days, subject to the following provisions:

1. The Holy Day is observed on a day in which school is in session.
2. Observance of the Holy Day is required by one's faith.
3. The Holy Day must be one which has been universally celebrated by custom and tradition.
4. The teacher must work both his/her last scheduled work day immediately preceding the Holy Day and his/her next scheduled work day immediately following the celebration of the Holy Day, unless his/her failure to do so is excused for justifiable reason by the Superintendent of Schools.
5. This time shall not be deducted from, but shall be in addition to any other leave provisions.

F. **MTA DELEGATES.**

The Committee shall grant one (1) day's leave of absence, with pay, minus the cost of a substitute for up to eight (8) elected delegates to attend the Massachusetts Teachers Association Annual Meeting. The Association will reimburse the delegate(s) for the cost of hiring a substitute. This time shall not be deducted from, but shall be in addition to, any other leave provisions.

G. **JURY DUTY.**

Teachers who serve on jury duty shall be paid their full salary. If the teacher receives any per diem payment from the Commonwealth, said payments shall be signed over to the Committee.

H. **ADDITIONAL LEAVES.**

The Superintendent may, in his/her sole discretion, grant additional paid and/or unpaid leaves of absence. Decisions of the Superintendent relative to Section H, Additional Leaves, are grievable through Level 3 of the Grievance Procedure but shall not be subject to Arbitration.

I. **PARENTAL LEAVE**

1. A leave of absence shall be granted for parental purposes to full-time professional employees on the terms and conditions set forth herein.

2. A teacher who requests a leave under this paragraph should notify the Superintendent in writing of her anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, his/her anticipated date of departure. At the time of this notification, the employee will select one of the following four (4) options:

Option A. A full-time employee who has been employed by the Pembroke Public Schools for at least three (3) consecutive months shall be granted an eight calendar week Massachusetts Parental Leave (MGL Chapter 149, Section 105D) with entitlement to accrued sick leave benefits up to a maximum of 40 days per leave per year with an option for additional paid sick leave benefits for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XI, Paragraphs A.1. and A.2., as applicable. An eligible bargaining unit member who selects this option for the purpose of adoption shall receive pay for no less than ten work days through the deduction of sick leave.

1. At the time the employee requests parental leave as heretofore described, she/ he shall select and notify, in writing, the Superintendent of her / his anticipated date of return. If the employee fails to so notify the Superintendent in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, she / he shall be deemed to have resigned.
2. An employee who has complied with all of the above prescribed conditions shall be, upon her / his return, returned to her / his original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of the commencement of her / his leave.
3. A copy of MGL, c.149, s. 105D shall be posted in each faculty room of the Pembroke School System.

Option B. Any bargaining unit employee who has worked for the Pembroke Public Schools for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested shall be granted a twelve (12) work week unpaid leave pursuant to the terms of the Family and Medical Leave Act of 1993 (*hereinafter "FMLA" or "the Act"*) set forth in Section M below. The bargaining unit employee shall be entitled to paid sick leave benefits for the period of disability resulting from childbirth during the period of such leave under the conditions set forth in Article XII, Paragraphs A.1. and A.2., as applicable. An eligible bargaining unit member who selects this option for the purpose of adoption shall receive pay for ten work days through the deduction of sick leave.

Option C. A full-time teacher with professional status or other bargaining unit member who has completed three (3) years of continuous service shall be granted an extended child rearing leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during this period of leave under the conditions set forth in Article XII, Paragraphs A.1. and A.2., as applicable for up to the remainder of the school year in which the birth occurs.

An eligible bargaining unit member who selects this option for the purpose of adoption shall receive pay for ten work days through the deduction of sick leave.

Option D. A full-time teacher with professional status or other bargaining unit member who has completed three (3) years of continuous service shall be granted an extended child rearing leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during only the period of disability under the conditions set forth in Article XII, Paragraphs A.1. and A.2., as applicable for up to one (1) additional school year under the following conditions:

1. The one (1) year child rearing leave shall be for one (1) full school year from September 1 through June 30.
2. If Option D is not initially selected by the employee upon first notification referenced in Section 2 above, the employee must notify the Superintendent, in writing, by April 1 of the employee's intention to take a child rearing leave during the following school year.
3. When the employee returns to work at the beginning of a school year, as prescribed above, he/she shall be assigned to a position for which he/she is qualified.
4. During the period of leave, the employee shall be eligible to remain enrolled in the Town's health insurance plans, however, the employee shall be responsible for paying 100% of the premium following the expiration of either the period of disability (with paid sick leave) or twelve work weeks following the commencement of the leave pursuant to FMLA, whichever is longer.
5. An eligible bargaining unit member who selects this option for the purpose of adoption shall receive pay for ten work days through the deduction of sick leave.

J. **UNPAID LEAVES**

1. Any teacher whose personal illness extends beyond the period of compensation may be granted a leave of absence without pay for such time as is necessary for recovery from the illness.
2. Other leaves of absence without pay may be granted by the Committee, and all unused accumulated sick leave to which a teacher was entitled at the time his/her leave of absence commenced, will be restored to him/her upon his/her return.
3. All requests for extensions or renewals of leaves will be applied for and responded to in writing.

K. This Article shall apply to Unit B.

L. **FAMILY MEDICAL LEAVE ACT**

1. The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (*hereinafter "FMLA" or "the Act"*):

a. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Pembroke Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.

2. Such leaves may be available:

- (a) To care for a newly born son or daughter, a newly adopted or new placed foster child; or
- (b) To care for a son, daughter, spouse or a parent who has a serious health condition; or
- (c) To deal with the employee's own serious health condition if the Employee is unable to perform the functions of his or her position.
- (d) For any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin.
- (e) For any other reason specified by the Act.

All definitions of applicable terms such as, but not limited to, " spouse", "son", daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.

4. " In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

b. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

c. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent ("immediate family") must be provided from an appropriate health care provider as a condition of such leave.

2. The Administration may require reasonable and periodic reports and/or re-certifications of an employee's status or that of an immediate family member as a condition of the continuation of such leave, including the employee's intention to return to employment.

3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.

4. Any required medical certification must contain the following:

(a) the date on which the serious health condition(s) commenced;

(b) the probable duration of the condition(s);

(c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);

(d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time needed to provide the care; or (ii) a statement that the employee is unable to perform the functions of his or her position;

(e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;

(f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and

(g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son, daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

(h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.

5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

d. Leaves, Limitations, Instructional Employees

1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.

2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.

3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.

4. In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.

5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any such leaves upon the students affected thereby.

6. When circumstances warrant the same, the Superintendent may, in her or his sole discretion, require an employee to be placed on an FMLA leave hereunder if the employee has a serious health condition which would otherwise qualify for such a leave.

e. Health Insurance, Seniority, Other Benefits

1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.

2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.

3. Seniority and other employment benefits shall not continue to accrue during the periods of any FMLA leave(s).

4. Employees shall be required to utilize any paid sick leave to which they may be entitled coterminously with the period of any FMLA leave provided pursuant to this Article.

5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

f. Restoration of Employment. Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).

3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re-occurrence or onset of a serious health condition of the employee, spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider.

4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or has voluntarily resigned.

M. MILITARY LEAVE.

Military leave, including the difference between his/her regular pay and military pay for two (2) weeks, will be granted to any teacher who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary extension required by such induction. Upon return from such leave, such teacher will be placed on the salary schedule at the same level s/he would have achieved if s/he had not been absent up to a maximum of four (4) years.

N. FAMILY MILITARY LEAVE.

An employee will be entitled to an additional (2) days personal leave of absence with pay each school year for the purpose of send off or return of active duty military child, spouse, sibling, or parent. The employee shall submit a timely written notice in advance, normally at least forty-eight (48) hours prior to the taking of such leave.

ARTICLE XII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss the report with their superiors. Evaluations should be discussed with the teacher as soon as possible after the evaluation, preferably the same day. In case an evaluation indicates that a teacher's service has been rated unsatisfactory in any respect, the evaluator will offer written plans for the improvement of the teacher; the teacher will be assisted in an effort to improve by his/her evaluator, and the teacher will cooperate in this assistance program. Every effort will be made to insure the confidentiality of teacher evaluation reports. Teachers will sign their evaluations, which will indicate only that the teacher has read it and not that he/she agrees with its contents.

Teachers will be evaluated in accordance with the Appendix D Performance Standards.

The Committee and the Association agree to create a joint task force to discuss possible changes to the existing observation and evaluation process, tool and form with the understanding that any recommendations from the joint task force shall be brought back to the parties' negotiation teams for consideration and any contractual changes shall be subject to ratification by both parties; absent any ratified changes, the current evaluation tool and form shall remain in effect.

- B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The failure of the Administration to respond to such an answer in writing and to place it with the file copy shall not indicate agreement with the teacher's answer.
- C. Any complaint regarding a teacher, made by any parent, student, or other person, requiring administrative action, will be promptly called to the attention of the teacher prior to such action.
- D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance or conduct. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Professional Rights and Responsibilities Committee of the Association present and/or a member of the MTA. The Superintendent of Schools will be entitled to have a member of the School Committee or other

representatives of the School Department present. This Article is not intended to infringe upon or limit a principal's right or privilege to discuss with a teacher his/her general or professional conduct on the job, nor limit the principal's ability to communicate to his/her staff on a one-to-one basis. Disciplining or reprimanding is defined as those situations at which written documentation of the incidences are placed in the employee's personnel file.

- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advancement without just cause.
- F. The Association recognizes the right of the School Committee to discharge or not hire or rehire a tenure or non-tenure teacher. The discharge or suspension of a teacher shall be governed by Massachusetts General Laws, Chapter 71, and the teacher shall have no recourse to the grievance and arbitration procedure under this Contract. The decision of the School Committee to not hire or rehire a non-tenure teacher shall not be considered a violation of Paragraph E above, and not subject to the grievance and arbitration procedure of this Agreement.
- G. There shall be one central place where the Administration shall maintain all files, cards, and records concerning a teacher and/or the teacher's work.
- H. The parties agree to establish a subcommittee to review the 2018 Rubric issued by the Department of Elementary and Secondary Education (DESE).

ARTICLE XIII

TEACHER ASSIGNMENT

- A. The Association and the Committee agree that the prime factor to be considered in making assignments is that of providing for the educational needs and interests of the pupils.
- B. Teachers will be consulted of changes in their program for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 30.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Changes in school or grade assignment in the elementary schools and in subject assignment will be made after consultation with the teacher involved.
- E. Teacher assignments will be made without regard to race, color, religion, national origin, pregnancy, sex, gender, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, or disability as defined and required by state and federal laws.

ARTICLE XIV

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy occurs in a professional position that the Committee and/or the Superintendent or his/her designed determines shall be filled, the following procedure will be followed by the Committee:
 - 1. If the vacancy occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on a bulletin board in every school for a period not to exceed ten (10) school days prior to the date of the filling of such vacancy. School holidays and vacations falling within the school calendar year shall not be part of the ten (10) school day period, except in emergencies.
 - 2. During the months of July and August, written notice of any such vacancy will be given to the Association President.
- B. Notice of vacancies shall set forth the minimum qualifications for the position, a description of the duties of the position, the rate of compensation, and the final date for filing applications.
- C. All qualified employees will be given at least fourteen (14) calendar days to make application for such positions (during the months of July and August, fourteen (14) calendar days), and the Principal/Superintendent agrees to give due consideration to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, consideration will be given to qualified employees already employed by the Committee. Each employed applicant will have the opportunity, on request, to meet with the Superintendent or his/her designee in regard to his or her not receiving the position to which he or she was applicant.
- D. Final determinations made by the Principal/Superintendent in filling the aforesaid vacancies shall not be subject to the grievance and arbitration provisions of this Agreement.
- E. Appointments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- F. Nothing in this Agreement shall prevent the Administration from making acting appointments in the best interest of the educational needs of the system until positions can be filled with permanent appointments as herein provided.
- G. In the event a newly-hired employee resigns less than thirty (30) days prior to assuming his/her duties, an alternate applicant may be recommended by the Superintendent for hire without reporting the position as vacant.
- H. Any qualified person, whether or not employed by the Committee, who wishes to apply to fill such vacancy, shall be given an adequate opportunity to do so.

ARTICLE XIV-A

REDUCTION IN FORCE

- A. In the event that the Committee, for any reason, determines to reduce the number of teachers, as defined in Article II, the procedures set forth in this Article will govern the lay-off and recall of teachers who are affected by any such reduction.
- B. The Committee shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.
- C. In determining which of its teachers are to be laid off to accomplish any such reduction of positions, the Committee will take into consideration the needs of the School System, the total overall quality of past performance, instructional capabilities, professional preparation and education, other teaching qualifications, and seniority as employees of the Committee. Where, the skill and ability, as measured by the written evaluations and disciplinary record, of employees are determined to be substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those of least seniority to be laid off first. In the event of a reduction in force, part-time and full-time employees with PTS will be categorized separately for the purpose of lay-off. Part-time employees with PTS shall not have seniority rights to full-time positions filled by teachers with PTS. Full-time employees shall not have seniority rights to part-time positions filled by teachers with PTS.
- D. The laid-off employee, or the employee whose position is eliminated may, in the opinion of the School Committee, be transferred to a position which is vacant and for which the employee is the most qualified available teacher.
- E. In the event that there is no vacancy available, the employee not serving at discretion to be laid off may replace an employee not serving at discretion with the least seniority in the bargaining unit provided that the employee who would have been laid off is more qualified, in the opinion of the School Committee.
- F. "Any grievance arising out of, or with respect to the decisions of the Committee made under the provisions of Paragraphs B, C, D, E or G of this Article, other than a grievance arising out of a determination of an employee's seniority, may be processed only through Level 3 of the Grievance Procedure set forth in Article III of this Agreement. Level 4 of said Grievance Procedure which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance; however, the grievant may request that the decision be reviewed by a neutral third party who shall be selected by mutual agreement by the Association and Committee. It is understood that any determination by the neutral third party shall be non-binding. The determination of the Committee made in any one instance in accordance with the provisions of this Article, and the resolution of any grievance at either Levels 1, 2, or 3 shall not constitute a precedent
- G. Members of the bargaining unit who have been laid off due to a reduction in teaching personnel shall be given first refusal for vacancies for which they are qualified which may occur in positions within the bargaining unit for a period of twenty-four (24) months following the date of the lay off. During this twenty-four (24) month period, teachers who have been laid off shall be given consideration for substitute work, if they so desire. During this recall period an employee will be notified by certified mail, addressed to his/her last address of record, as well as electronic mail, addressed to his/her last personal email on record with the employer, of the Committee's intent to

recall him/her. An employee must notify the Superintendent in writing or by electronic mail of his/her acceptance of an offer of recall within seven (7) business days from the date of his/her receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the period of recall has not expired. The School Committee shall use the same criteria as stated in Paragraph C when determining which laid off teacher, if any, is to be recalled.

H.

Seniority shall be defined by the parameters listed within this section. The employer shall maintain an overall seniority list that takes into account the parameters listed in this section.

The employer shall distribute all seniority lists to every member of the bargaining unit as well as to the union itself by November 15th of each school year. Any bargaining unit member who believes that their position on the list is incorrect may submit a challenge to the list by contacting the District's Central Office by December 15th. The District shall notify the Union of all challenges immediately after the deadline and the two parties will work together to review the list. The District and the union shall notify the challenger if their challenge was successful by January 15th and, if it was not, the challenger shall have the right to appeal. The District and the Union shall jointly hear the appeal and issue a decision no later than February 15th.

The Seniority list shall include the following items: Name, Current Work Location, FTE status, Original Date of hire, PTS or Non-PTS Status, All Certifications, and years in which the employee did not advance in seniority due to being on unpaid status for more than half the year.

Effective September 1, 2021 the Seniority list shall utilize an individual employee's start date, not their hire date. More specifically, every new employee who starts work on the first day that they are required to report shall have the same seniority. During new employee orientation each year, the union shall convene all tied employees and conduct a tiebreaker event using an electronic random number generator. The results shall be provided to the District and incorporated into the Seniority List. Additional tiebreaker events shall be conducted throughout the school year if other new employees start work on the same day.

All time worked as a Long-Term Substitute, that is, as a full-time substitute teacher in the same position for a full school year, for positions within the bargaining unit shall be credited towards an individual employee's seniority provided that there is no break in service between the time as a Long-Term Substitute and the time that one is hired as a permanent employee. If two employees have the same seniority but one of them has less time (or no time) served as a Long-Term Substitute, that shall qualify as an automatic tiebreaker.

After an employee is on unpaid leave for more than 92 days advancement in seniority shall pause and will continue only after the employee returns to work. In the event seniority is tied for employees who started work on different dates, the employee with the earlier start date shall be granted the higher seniority in an automatic tie breaker.

Part-Time employees shall accrue seniority at the same rate as full-time employees. However, Full-Time status shall serve as an Automatic tiebreaker.

A break in continuity of service for any of the reasons defined by Section M of this Article shall discontinue an employee's seniority and the employee will not be credited for that prior service time if they are rehired at a later date by the District.

Bargaining unit seniority will not accrue while a bargaining unit member is on lay-off, but bargaining unit seniority shall be frozen at the time of lay-off and restored for employees who are recalled according to the provisions of this article.

- I. Teachers may be laid off at any time during the school year after being given the written notice required under the applicable provisions of Chapter 71 of the General Laws of Massachusetts.
- J. Teachers who have been laid off will have their unused accumulated sick leave restored upon return from lay off.
- K. The provisions of this Article shall not apply to employees whose contracts are not renewed or whose contracts are terminated for reasons other than a reduction in teaching personnel or to employees who are employed solely to implement a Federally or Foundation supported educational program.
- L. Teachers who are laid off may continue, for the periods and on the conditions indicated herein, the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. Teachers may continue such insurance coverage during the said period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said period, his option to continue such insurance coverage shall terminate. This paragraph is subject to approval by the insurance carrier.
- M. Continuity of service shall be considered broken only for the following reasons:
 - 1. discharge;
 - 2. resignation;
 - 3. retirement;
 - 4. layoff without recall for more than fifteen (15) months;
 - 5. failure to report for duty pursuant to a notice of recall under Article XVA of this Agreement, and
 - 6. failure to report for duty at the expiration of a leave of absence unless an extension of said leave has been granted by the School Committee.

ARTICLE XV

SCHOOL COMMITTEE RIGHTS

- A. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Pembroke in the School Committee for the efficient professional and economical operation of the School Department, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, or for all matters not mentioned in this Agreement, the employer and its agents, including the Superintendent of Schools, retain all rights and powers that they have or may hereafter be granted by law in managing and administering the School Department, and directing the working force, and may exercise the same at their discretion without any such exercise being

made subject to the grievance and arbitration provisions of this Agreement except as expressly provided herein.

- B. The Committee and the Association agree that the Committee shall retain and reserve all its statutory rights, authority, and obligations in the administration of the School Department and the direction of its employees. All the functions, rights, powers, and authority which the Committee now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Association to be retained by the Committee.
- C. The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are expressly provided for in this Agreement.
- D. This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract.
- E. This Article shall apply to Unit B.

ARTICLE XVI

CONTINUITY OF OPERATIONS

- A. No public employee or employee organization shall engage in a strike, as defined in Massachusetts General Laws, Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees.
- B. Employees who participate in any such strike may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue as to whether or not the employee has engaged in any of the activities prohibited above.
- C. This Article shall apply to Unit B.

ARTICLE XVII

SEVERABILITY

If any provision of this Agreement or any application of this Agreement, to any teachers covered by the terms of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. Parties to this Agreement shall meet forthwith to negotiate a new provision to replace the provision found to be unlawful.

This Article shall apply to Unit B.

ARTICLE XVIII

TRANSFERS

- A. The Committee and the Association recognize that some transfer of teaching staff from one school to another may be unavoidable and that frequent transfer of a teacher may be disruptive of the educational process. In addition, it is also recognized that some transfers may be in the best interest of the School System.
- B. In making transfers, the convenience and wishes of the individual teacher will be considered to the extent that they do not conflict with the best interest of the children and the School System. Changes in school assignment will be made after consultation with the teacher involved.
- C. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances, not later than one week prior to the close of school.
- D. Teachers who have completed two years of teaching in the Pembroke Public Schools, desirous of a transfer, will submit a written request to the building principal and Superintendent or designee. Such requests must be transmitted prior to April 1st for the school year commencing in September.

ARTICLE XIX

CLASS SIZE AND CLASS ROSTER

A. CLASS SIZE

The Committee and the Association agree that they will work toward the following class size limitations as are dictated by sound educational practices. The parties agree that to the extent that such reductions are possible, they will be made.

- a. Grades K-2 Classroom: strive for 23 students per class,
- b. Grades 3-6 Classroom: strive for 25 students per class
- c. Grades K-6, Specialists: strive for 600 students per teacher caseload
- d. Grades 7-12: strive for 28 students per class, and strive for 140 students per teacher caseload (excluding specialists), 5 teaching blocks
- e. Teachers and Specialists who instruct students in Wellness and Visual and Performing Arts: caseloads that are manageable with respect to resources and student need

Elementary specialist class size shall be equally distributed by grade level after determining students who will enroll in band/orchestra.

In the event any class or student caseload exceeds the figures listed above, the Superintendent shall meet with representatives of the Association within two weeks of the Association making such request to meet. Any suggestions made by representatives to alleviate the situation

including but not limited to additional devices, additional supports, and additional resources will be given serious consideration.

On or about October 1st annually the District shall review and finalize caseloads for Occupational Specialists (including but not limited to School Psychologist, Guidance and Adjustments, Social Workers, OT, PT, Speech Therapists.) A report of such caseloads will be shared with the Association no later than the second Monday in October annually. If at any time during the year any Occupational Specialist has concern regarding their caseload they may request a meeting with the District regarding their caseload. The Association will be notified by the District of all such requests for meetings prior to any meetings with the individual occurring. Any suggestions made by representatives to address the situation will be given serious consideration.

B. CLASS ROSTER

The administration will make every effort to balance the number of students assigned to each class giving special consideration to educational needs and plans (including but not limited to 504s and IEPs) for individual students.

In order to maintain the most ideal learning balance for all students and maximize the number of inclusion classrooms, the district shall distribute student populations (IEPs, 504s, etc) equally among all grade level classrooms to the greatest extent possible.

C. SPECIAL EDUCATION TESTING

In order to comply with recommended testing protocols, testing will be scheduled to occur during one sitting whenever possible. Special education teachers shall be granted reassignment days during each school year with the approval of the school Principal for the purpose of completing student testing. Such reassignment days shall not be unreasonably denied.

D. TEAM MEETINGS

Classroom teachers will be assigned to attend IEP team meetings and/or 504 meetings on a rotating basis when possible. IEP and/or 504 meetings that require a classroom teacher to be in attendance shall be planned by the Building Assistant Principal or Department Chairperson for Special Education or their designee. Whenever possible, teachers will not be pulled from classroom instruction to attend IEP team meetings and/or 504 meetings.

ARTICLE XX

HEALTH AND SAFETY

A. Safe Working Environment

The Committee and the Association recognize employees' right to a safe working environment, including the right to be free from threats of violence, and recognize the employer's obligation to provide a safe learning environment for all students and safe working environment for all staff, teachers, and paraprofessionals.

To this end, the District shall:

1. Meet annually with the Association to review and develop mutually agreed upon District-wide staff reporting forms and protocols on classroom safety issues including but not limited to:
 - a. A form for recording verbal, emotional and/or physical abuse toward staff and/or other students;
 - b. A form for tracking offenses, interventions, and consequences on an ongoing basis as each offense occurs;
 - c. Protocols for returning students who have been removed from the classroom for verbal, emotional, or physical abuse toward staff and/or other students;

The initial meeting on this subject will be scheduled and occur no later than one month following ratification of this agreement. In subsequent years, this meeting will occur no later than October 1.

2. Provide annual training to all educators on the use and purpose of the staff reporting function(s);
3. Provide ongoing training to all staff who are assigned to work with students with identified mental health needs, including professional development and training on behavior management as needed;
4. Provide all staff who are assigned to implement Individualized Education Plans and/or 504 Plans with access to such plan(s) to the full extent allowable by law;

B. Student Related Incident Reporting/ Response:

1. Educators will report as soon as reasonably possible and in writing, to their respective Principals, all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.
2. A copy of such report will be forwarded by the Principal to the Superintendent within one business day and a copy redacted for information subject to FERPA and the Massachusetts Student Records Law will be shared with the Association President within one business day.

C. Personal Injury Benefits:

1. Whenever an educator is absent from school as a result of injury caused by a student occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary absence due to said

injury) for the full elimination period for worker's compensation eligibility with a doctor's note.

2. Educators who receive on-the-job injuries must report said injuries to their Building Principals within three working days following the protocol outlined in this article Section B Incident Reporting/Response. If said injury is covered by Worker's Compensation, then the educator will reimburse the Committee the amount received from Worker's Compensation for any amounts paid by the Committee during the period covered by Worker's Compensation.
3. The Committee will reimburse an educator for:
 - a. the replacement cost of any medical devices including but not limited to hearing aids and corrective lenses damaged or destroyed in the course of one's work duties; and
 - b. any clothing or other personal property damaged or destroyed in the course of one's work duties up to \$300 per incident; and
 - c. the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties

ARTICLE XXI

REVIEW OF SICK LEAVE

1. **PURPOSE:** It is the purpose of these instructions to support employees who may require additional time away from work for their own or family members' illness and to ensure continuity of instruction/operations for teaching and learning.
2. **APPLICABILITY:** These procedures apply to all personnel covered by this agreement.
3. **DEFINITIONS:**
 - a. Indicators that an employee may require support: (1) Exhausting sick leave days on a monthly basis for a period of three or more consecutive months; (2) Two or more instances within a six (6) month period of using sick leave in conjunction with holidays or regularly scheduled days off; (3) Some other pattern of absences which gives rise to reasonable concern; (4) More than five occurrences of sick leave use in a fiscal year. Any use of sick leave substantiated by a note from a licensed physician who examined and/or treated the employee during the period of absence shall not be counted as an instance as defined above provided that said certification is received by the Superintendent or his/her designee in a timely manner.
 - b. Excessive absenteeism: A pattern of absenteeism determined by the intervention meeting specified by Level One of the Program defined by Section 4a of this article.
 - c. Sick Leave - As defined in Article XI of this Agreement.
 - d. Occurrence - An occurrence is defined as any absence using one or more consecutive day(s) of sick leave regardless of duration or one or more non-consecutive day(s) of related absences.

4. GENERAL: The intent of this Article is to support employees whose excessive absenteeism prevents continuity of instruction or operations.
5. PROGRAM: When a supervisor and/or other administrators suspects that an employee requires support and to ensure continuity of instruction and operations, they will adhere to the following steps:

- a. Level One:

The supervisor and/or their designee will obtain a report of the employee's sick leave use for the past twelve (12) months. The supervisor and/or other administrator will review the employee's use of sick leave and determine if any of the indicators identified in Definitions (a) above apply. The employee's attendance discipline record, if any, will be reviewed. The supervisor or other administrator ~~may~~ will meet with the employee to discuss the basis for the concern. The employee will be given the opportunity to explain the nature of sick leave usage and address any concerns raised by the supervisor and/or other administrator. This meeting will not be disciplinary in nature. During this meeting, the employee will be provided with Employee Assistance resources and a conversation may be scheduled with the Human Resources Manager at the employee's discretion to identify additional strategies for improved attendance. The employee may be accompanied by a union representative to this meeting.

Within 24 hours of the conclusion of this meeting, the employee will be notified whether or not the employer has determined excessive absenteeism has occurred. In the event the employer does determine excessive absenteeism has occurred, the employee will be informed in writing of the next steps in the progressive sick leave review program.

- b. Level two:

If it is determined that excessive absenteeism has occurred based on the level one intervention meeting, and the same indicators continue, the employee will be provided with Employee Assistance resources and a conversation will be scheduled with the Human Resources Manager to identify additional strategies for improved attendance. The employee may be accompanied by a union representative to this meeting. The employee will also be issued a written warning notifying them that excessive absenteeism is suspected if the employee has not received a written warning in the past 24 months. This written warning will be removed from the employee file should no other indicators arise within a 24 month period. The employee will be informed in writing of the next steps in the progressive sick leave review program at the conclusion of the level two meeting.

Once the employee has been notified, the supervisor and/or other administrator will personally review the employee's sick leave usage every month for a period of 24 months.

- c. Level three:

In the event an employee's absence continues to indicate concerns around continuity of instruction/operations, additional disciplinary action may be taken and the employee may be required to produce medical documentation for every future use of sick leave

for a period of 12 months. When medical documentation is required it should contain a date and a clear indication that a person is or has been under the care of a healthcare provider.

d. Level four:

In the event that following level three above, the employee's absence continues to indicate concerns around continuity of instruction/operations, the employee will be subject to further disciplinary action up to and including dismissal.

Employees suffering from a serious medical condition as defined by the Family and Medical Leave Act (FMLA) will be exempted from discipline under this article as if they were protected under FMLA. Procedures and forms established by the Department of Labor will be used to determine the existence and duration of a serious health condition.

Should a conflict arise between the language of this contract and state or federal law, the applicable laws will prevail.

ARTICLE XXII

DURATION

- A. This collective bargaining agreement reflects the parties' entry into a collective bargaining agreement. The duration of the agreement shall be effective from July 1, 2021 through June 30, 2022 and shall thereafter automatically renew itself for successive terms of one (1) year, unless by October 1 next, prior to the expiration of the Contract here involved, or within thirty (30) calendar days after the signing of the Agreement, whichever is later, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.
- B. Before the Committee adopts a change in policy which affects wages or hours or conditions of employment, and which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to meet and discuss with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after receipt of said notice.
- C. This Article shall apply to Unit B.

ARTICLE XXIII

GENERAL

- A. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of Collective Bargaining, except such amendments as shall have been reduced to writing and signed by the parties.

- B. Failure by the Association and/or the School Committee in one or more instance to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.
- C. In the event that so-called Proposition 2 1/2 or other measures of similar nature are implemented by the General Court of the Commonwealth of Massachusetts during the term of this Agreement, the Association and the Committee will negotiate over the impact of said implementation.
- D. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.
- E. The School Committee and the Pembroke Teachers Association will be responsible for the printing and distribution of the Contract to each teacher and nurse in the Pembroke School System. Cost of such printing, mailing, and miscellaneous cost shall be borne equally by the Association and the School Committee. The Executive Board of the Teachers Association shall notify the Superintendent of Schools after receipt of quotations furnished by him whether to proceed with the above.
- F. Dependents of professional staff members may be permitted to enroll, without charge for tuition, in the regular education programs of Pembroke Public Schools.

Each dependent of a professional staff member enrolled in the Pembroke Public Schools shall be subject to all rights and responsibilities of other students in the district. A facilities and materials fee of \$750.00 per year per enrolled dependent will be charged to professional staff members taking advantage of this article. This fee will be in addition to other fees assessed to students in the Pembroke Public Schools. The Superintendent may waive all or part of the \$750.00 fee in exchange for services performed by professional staff members which have been approved in advance by the Superintendent of Schools.

Children requiring service pursuant to Chapter 71B shall be admitted only if the services required by said child are available in the District at the time of his/her admission without additional expenditure of funds, and on the Superintendent's recommendation. The provisions of this Article do not apply to placements in day or residential programs pursuant to Chapter 71B. In the event that such a student is admitted and his/her educational needs change so as to require services beyond those available at the time of his/her admission, and/or such a residential placement, said student shall be returned to his/her district of residence unless the staff member makes arrangements, satisfactory to the Superintendent of Schools, to annually reimburse all costs to the district attributable to the change in educational needs.

A professional staff member who wishes to enroll his/her dependent in the Pembroke Public Schools shall submit an initial application to the Superintendent no later than June 1st preceding the school year for which the enrollment request is made. The Superintendent of Schools shall

determine no later than July 1st the number of spaces available for the children of non-resident professional staff members at each school and/or at each grade level for the upcoming school year. Students must be in good standing and, the Superintendent will consider any effect on class size and staffing. Placement in a particular school shall be the responsibility of the Superintendent. If the total number of requests exceeds the number of available spaces at any school and/or grade level as determined exclusively by the Superintendent, a lottery will be conducted to determine which dependent(s) may be enrolled. The Superintendent shall review the availability of spaces on an annual basis, however, students who are enrolled in the Pembroke Public Schools may not be denied enrollment in subsequent years through grade twelve. The determination by the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.

IN WITNESS WHEREOF, the SCHOOL COMMITTEE OF THE TOWN OF PEMBROKE has caused this AGREEMENT to be signed in its name and behalf by its Chairman, and the PEMBROKE TEACHERS ASSOCIATION has caused this Agreement to be signed in its name and behalf by its President, this _____ day of _____, 2022.

PEMBROKE SCHOOL COMMITTEE

PEMBROKE TEACHERS ASSOCIATION

, Chair

Renee Bock, President

, Vice Chair

Tim Kennedy, Bargaining Team Chair

APPENDIX A

TOWN OF PEMBROKE TEACHERS' SALARY SCHEDULE

- A. Advancement from one step to another shall not be automatic. The School Committee reserves the right to withhold salary increment, and across-the-board salary increases, or for teachers on maximum to provide the same salary figure as the previous year. The recommendation may come from the Superintendent of Schools, or the Principal, and said recommendation will be only for Just Cause.
- B. Credit hours are to be certified by the institution where earned.
1. When fifteen (15) approved credit hours are earned beyond the Bachelors Degree and certified to the School Committee, a permanent increase will be awarded.
 2. When a Masters Degree in an approved area is awarded and certified to the School Committee, a permanent salary adjustment above the Bachelors Degree schedule will be made.
 3. When fifteen (15) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
 4. When thirty (30) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
 5. When sixty (60) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
 6. When a Certificate of Advanced Graduate Study is certified to the Committee, a permanent salary adjustment above the Masters Degree will be made.
 7. In September of each year, all credits requiring a salary column change will result in an effective date of the beginning of that school year for such salary column change, provided, however, that any teacher affected submits proof of credits earned or the equivalent to the Superintendent by October 1 of the school year in which due compensation shall become effective. During the remainder of the school year, one (1) additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the teacher submits proof of credits earned or the equivalent to the Superintendent by March 1st of said school year, and provided further that any teacher anticipating a salary column change to be effective on January 1, so notifies the Superintendent in writing on or before October 1 of the school year in which the change is to become effective.
- C. Teachers who, in addition to regular classroom work have responsibilities demanding much time and energy, may be paid in addition to the regular salary for such services, upon the recommendation of the Superintendent of Schools and by approval of the School Committee.

- D. Nurses who are required by the Committee or the Commonwealth to take Continuing Education Units shall be reimbursed for the cost (tuition and fees) of said CEU's, up to a maximum of \$300 per year per nurse.

- E. Effective July 1, 2009, place nurses from the Nurse Salary Schedule onto Step 7 of the Bachelor's column of the teachers' salary schedule. Delete the Nurse Salary Schedule. All school nurses shall advance from one step to another and from one column to another under the same terms and conditions as teachers.

TEACHERS' SALARY SCHEDULE

Effective July 1, 2022 increase Teachers' Salary Schedule by two and one half percent (2%) across the board.

Effective July 1, 2023 increase Teachers' Salary Schedule by two percent (2.5%) across the board.

Effective July 1, 2024 increase Teachers' Salary Schedule by two percent (2%) across the board.

2022-2023 2.00%								
Step	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS	
1*	\$62,096	\$64,680	\$69,857	\$71,411	\$72,952	\$73,329	\$73,895	
2	\$64,017	\$66,680	\$72,018	\$73,620	\$75,208	\$75,599	\$76,180	
3	\$65,997	\$68,743	\$74,245	\$75,897	\$77,535	\$77,936	\$78,537	
4	\$68,037	\$70,869	\$76,542	\$78,243	\$79,932	\$80,346	\$80,966	
5	\$70,142	\$73,061	\$78,909	\$80,664	\$82,405	\$82,831	\$83,469	
6	\$72,311	\$75,320	\$81,349	\$83,159	\$84,953	\$85,393	\$86,051	
7	\$74,548	\$77,649	\$83,866	\$85,731	\$87,581	\$88,034	\$88,713	
8	\$76,853	\$80,051	\$86,459	\$88,382	\$90,289	\$90,756	\$91,456	
9	\$79,231	\$82,527	\$89,133	\$91,116	\$93,081	\$93,563	\$94,285	
10	\$81,681	\$85,079	\$91,890	\$93,934	\$95,961	\$96,458	\$97,201	
11	\$84,207	\$87,711	\$94,732	\$96,838	\$98,927	\$99,440	\$100,207	
*New employees with no experience would remain on Step 1 for their first two years of employment							Guidance Differential =	\$5,589

2023-2024 2.50%								
Step	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS	
1*	\$63,649	\$66,297	\$71,603	\$73,196	\$74,776	\$75,163	\$75,743	
2	\$65,617	\$68,347	\$73,818	\$75,460	\$77,089	\$77,489	\$78,085	
3	\$67,647	\$70,462	\$76,101	\$77,795	\$79,473	\$79,885	\$80,500	
4	\$69,738	\$72,641	\$78,456	\$80,199	\$81,930	\$82,355	\$82,990	
5	\$71,895	\$74,888	\$80,882	\$82,681	\$84,465	\$84,902	\$85,556	
6	\$74,119	\$77,203	\$83,383	\$85,238	\$87,077	\$87,528	\$88,203	
7	\$76,411	\$79,590	\$85,962	\$87,874	\$89,770	\$90,235	\$90,931	
8	\$78,775	\$82,053	\$88,621	\$90,592	\$92,546	\$93,025	\$93,743	
9	\$81,211	\$84,590	\$91,361	\$93,394	\$95,409	\$95,902	\$96,642	
10	\$83,723	\$87,206	\$94,187	\$96,282	\$98,360	\$98,869	\$99,631	
11	\$86,312	\$89,904	\$97,100	\$99,259	\$101,401	\$101,926	\$102,712	
*New employees with no experience would remain on Step 1 for their first two years of employment							Guidance Differential =	\$5,701

2024-2025 2.00%								
Step	Bachelors	Bachelors +15	Masters	Masters +15	Masters +30	Masters +60	CAGS	
1*	\$64,922	\$67,623	\$73,035	\$74,660	\$76,271	\$76,666	\$77,258	
2	\$66,930	\$69,714	\$75,294	\$76,969	\$78,630	\$79,038	\$79,646	
3	\$69,000	\$71,871	\$77,623	\$79,351	\$81,063	\$81,482	\$82,110	
4	\$71,133	\$74,093	\$80,025	\$81,803	\$83,569	\$84,002	\$84,650	
5	\$73,333	\$76,385	\$82,500	\$84,335	\$86,154	\$86,600	\$87,267	
6	\$75,601	\$78,747	\$85,050	\$86,943	\$88,818	\$89,278	\$89,967	
7	\$77,940	\$81,182	\$87,681	\$89,632	\$91,566	\$92,040	\$92,749	
8	\$80,350	\$83,694	\$90,393	\$92,403	\$94,397	\$94,886	\$95,618	
9	\$82,836	\$86,282	\$93,189	\$95,262	\$97,317	\$97,820	\$98,575	
10	\$85,397	\$88,950	\$96,071	\$98,208	\$100,328	\$100,846	\$101,624	
11	\$88,038	\$91,702	\$99,042	\$101,244	\$103,429	\$103,965	\$104,767	
*New employees with no experience would remain on Step 1 for their first two years of employment								
							Guidance Differential =	\$5,815

The school year set forth above shall apply to Unit B.

APPENDIX B: ATHLETIC STIPENDS

Effective July 1, 2022, July 1, 2023, and July 1, 2024 increase the stipends by the same percentage as the teacher salary schedule. See lists attached.

	July 1, 2022 2% Increase			
	Step 1	Step 2	Step 3	Step 4
Football Head Coach	\$7,640	\$9,537	\$11,449	\$13,360
Assistant Football Coach(es)	\$3,811	\$4,773	\$5,736	\$6,677
Basketball Head Coach Boys/Girls	\$6,449	\$7,640	\$8,905	\$10,185
JV Basketball Coach Boys/Girls	\$3,174	\$3,811	\$4,446	\$5,096
Freshman Basketball Coach Boys/Girls	\$2,937	\$3,174	\$3,493	\$3,811
Baseball Head Coach	\$4,264	\$4,930	\$5,736	\$6,679
JV Baseball Coach	\$2,241	\$2,687	\$3,145	\$3,594
Freshman Baseball Coach	\$1,599	\$1,911	\$2,226	\$2,549
Softball Head Coach	\$4,264	\$4,930	\$5,736	\$6,679
JV Softball Coach	\$2,241	\$2,687	\$3,145	\$3,594
Ice Hockey Coach	\$6,449	\$7,640	\$8,905	\$10,188
JV Hockey Coach	\$3,174	\$3,811	\$4,446	\$5,096
Field Hockey Head Coach	\$4,264	\$4,930	\$5,736	\$6,679
JV Field Hockey Coach	\$2,241	\$2,687	\$3,145	\$3,594
Soccer Head Coach Boys/Girls	\$4,264	\$4,930	\$5,736	\$6,679
JV Soccer Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Freshman Soccer Boys/Girls	\$1,599	\$1,911	\$2,226	\$2,549
Outdoor Track Head Coach Boys/Girls	\$4,264	\$4,930	\$5,736	\$6,679
Outdoor Asst Track Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Indoor Track Head Coach Boys/Girls	\$4,264	\$4,930	\$5,736	\$6,679
Indoor Asst Track Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Cross Country Head Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Assistant Track Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Wrestling Head Coach	\$4,264	\$4,930	\$5,736	\$6,679
Assistant Wrestling Coach	\$2,241	\$2,687	\$3,145	\$3,594
Gymnastics Coach Girls	\$2,681	\$3,367	\$4,036	\$4,716
Tennis Coach Boys/Girls	\$2,241	\$2,687	\$3,145	\$3,594
Golf Coach	\$2,007	\$2,473	\$2,922	\$3,367
Cheerleading Coach Football	\$2,007	\$2,473	\$2,922	\$3,367
Cheerleading Coach Basketball	\$2,007	\$2,474	\$2,922	\$3,367
Volleyball Head Coach	\$4,264	\$4,930	\$5,736	\$6,679
JV Volleyball Coach	\$2,241	\$2,687	\$3,145	\$3,594
Freshman Volleyball Coach	\$1,599	\$1,912	\$2,226	\$2,547
Swimming Head Coach Boys/Girls	\$4,264	\$4,930	\$5,737	\$6,679
Lacrosse Head Coach Boys/Girls	\$4,264	\$4,930	\$5,737	\$6,679
Trainer (Per Season)	\$6,349			
Equipment Manager (Per Season)	\$854			

July 1, 2023 2.5% Increase

	Step 1	Step 2	Step 3	Step 4
Football Head Coach	\$7,831	\$9,776	\$11,736	\$13,694
Assistant Football Coach(es)	\$3,906	\$4,893	\$5,879	\$6,844
Basketball Head Coach Boys/Girls	\$6,610	\$7,831	\$9,127	\$10,440
JV Basketball Coach Boys/Girls	\$3,253	\$3,906	\$4,558	\$5,223
Freshman Basketball Coach Boys/Girls	\$3,011	\$3,253	\$3,581	\$3,906
Baseball Head Coach	\$4,371	\$5,054	\$5,879	\$6,846
JV Baseball Coach	\$2,297	\$2,754	\$3,224	\$3,684
Freshman Baseball Coach	\$1,639	\$1,959	\$2,282	\$2,613
Softball Head Coach	\$4,371	\$5,054	\$5,879	\$6,846
JV Softball Coach	\$2,297	\$2,754	\$3,224	\$3,684
Ice Hockey Coach	\$6,610	\$7,831	\$9,127	\$10,442
JV Hockey Coach	\$3,253	\$3,906	\$4,558	\$5,223
Field Hockey Head Coach	\$4,371	\$5,054	\$5,879	\$6,846
JV Field Hockey Coach	\$2,297	\$2,754	\$3,224	\$3,684
Soccer Head Coach Boys/Girls	\$4,371	\$5,054	\$5,879	\$6,846
JV Soccer Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Freshman Soccer Boys/Girls	\$1,639	\$1,959	\$2,282	\$2,613
Outdoor Track Head Coach Boys/Girls	\$4,371	\$5,054	\$5,879	\$6,846
Outdoor Asst Track Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Indoor Track Head Coach Boys/Girls	\$4,371	\$5,054	\$5,879	\$6,846
Indoor Asst Track Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Cross Country Head Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Assistant Track Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Wrestling Head Coach	\$4,371	\$5,054	\$5,879	\$6,846
Assistant Wrestling Coach	\$2,297	\$2,754	\$3,224	\$3,684
Gymnastics Coach Girls	\$2,748	\$3,451	\$4,137	\$4,834
Tennis Coach Boys/Girls	\$2,297	\$2,754	\$3,224	\$3,684
Golf Coach	\$2,057	\$2,534	\$2,995	\$3,451
Cheerleading Coach Football	\$2,057	\$2,534	\$2,995	\$3,451
Cheerleading Coach Basketball	\$2,057	\$2,536	\$2,995	\$3,451
Volleyball Head Coach	\$4,371	\$5,054	\$5,879	\$6,846
JV Volleyball Coach	\$2,297	\$2,754	\$3,224	\$3,684
Freshman Volleyball Coach	\$1,639	\$1,960	\$2,282	\$2,611
Swimming Head Coach Boys/Girls	\$4,371	\$5,054	\$5,880	\$6,846
Lacrosse Head Coach Boys/Girls	\$4,371	\$5,054	\$5,880	\$6,846
Trainer (Per Season)	\$6,508			
Equipment Manager (Per Season)	\$876			

July 1, 2024 2% Increase

	Step 1	Step 2	Step 3	Step 4
Football Head Coach	\$7,987	\$9,971	\$11,970	\$13,967
Assistant Football Coach(es)	\$3,984	\$4,990	\$5,997	\$6,981
Basketball Head Coach Boys/Girls	\$6,742	\$7,987	\$9,310	\$10,649
JV Basketball Coach Boys/Girls	\$3,318	\$3,984	\$4,649	\$5,328
Freshman Basketball Coach Boys/Girls	\$3,071	\$3,318	\$3,652	\$3,984
Baseball Head Coach	\$4,458	\$5,155	\$5,997	\$6,983
JV Baseball Coach	\$2,343	\$2,809	\$3,289	\$3,758
Freshman Baseball Coach	\$1,672	\$1,998	\$2,328	\$2,665
Softball Head Coach	\$4,458	\$5,155	\$5,997	\$6,983
JV Softball Coach	\$2,343	\$2,809	\$3,289	\$3,758
Ice Hockey Coach	\$6,742	\$7,987	\$9,310	\$10,651
JV Hockey Coach	\$3,318	\$3,984	\$4,649	\$5,328
Field Hockey Head Coach	\$4,458	\$5,155	\$5,997	\$6,983
JV Field Hockey Coach	\$2,343	\$2,809	\$3,289	\$3,758
Soccer Head Coach Boys/Girls	\$4,458	\$5,155	\$5,997	\$6,983
JV Soccer Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Freshman Soccer Boys/Girls	\$1,672	\$1,998	\$2,328	\$2,665
Outdoor Track Head Coach Boys/Girls	\$4,458	\$5,155	\$5,997	\$6,983
Outdoor Asst Track Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Indoor Track Head Coach Boys/Girls	\$4,458	\$5,155	\$5,997	\$6,983
Indoor Asst Track Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Cross Country Head Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Assistant Track Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Wrestling Head Coach	\$4,458	\$5,155	\$5,997	\$6,983
Assistant Wrestling Coach	\$2,343	\$2,809	\$3,289	\$3,758
Gymnastics Coach Girls	\$2,803	\$3,520	\$4,219	\$4,931
Tennis Coach Boys/Girls	\$2,343	\$2,809	\$3,289	\$3,758
Golf Coach	\$2,098	\$2,585	\$3,054	\$3,520
Cheerleading Coach Football	\$2,098	\$2,585	\$3,054	\$3,520
Cheerleading Coach Basketball	\$2,098	\$2,586	\$3,054	\$3,520
Volleyball Head Coach	\$4,458	\$5,155	\$5,997	\$6,983
JV Volleyball Coach	\$2,343	\$2,809	\$3,289	\$3,758
Freshman Volleyball Coach	\$1,672	\$1,999	\$2,328	\$2,663
Swimming Head Coach Boys/Girls	\$4,458	\$5,155	\$5,998	\$6,983
Lacrosse Head Coach Boys/Girls	\$4,458	\$5,155	\$5,998	\$6,983
Trainer (Per Season)	\$6,638			
Equipment Manager (Per Season)	\$893			

APPENDIX C: EXTRACURRICULAR STIPENDS

Effective July 1, 2022, July 1, 2023, and July 1, 2024 increase the stipends by the same percentage as the teacher salary schedule. See lists attached.

<u>PHS Stipends</u>			
<u>Position</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Group 1 (Up to 40 hours)			
Amnesty International	\$1,126	\$1,154	\$1,177
Art Club	\$1,126	\$1,154	\$1,177
Astronomy/Science Club	\$1,126	\$1,154	\$1,177
Audio Engineering Club	\$1,126	\$1,154	\$1,177
Celtic Music	\$1,126	\$1,154	\$1,177
Chess Club	\$1,126	\$1,154	\$1,177
Computer Science / Robotics	\$1,126	\$1,154	\$1,177
Dance Team	\$1,126	\$1,154	\$1,177
Envirothon Club	\$1,126	\$1,154	\$1,177
French Club	\$1,126	\$1,154	\$1,177
Freshmen Class Advisor	\$1,126	\$1,154	\$1,177
Latin Club	\$1,126	\$1,154	\$1,177
Mock Trial	\$1,126	\$1,154	\$1,177
Musical Business Manager	\$1,126	\$1,154	\$1,177
Outdoor Club	\$1,126	\$1,154	\$1,177
Peer Mediation	\$1,126	\$1,154	\$1,177
Pre-Engineering	\$1,126	\$1,154	\$1,177
SADD	\$1,126	\$1,154	\$1,177
Ski Club	\$1,126	\$1,154	\$1,177
Sophomore Class Advisor	\$1,126	\$1,154	\$1,177
Spanish Club	\$1,126	\$1,154	\$1,177
Student Book Club	\$1,126	\$1,154	\$1,177
Ultimate Frisbee	\$1,126	\$1,154	\$1,177
World Language	\$1,126	\$1,154	\$1,177
Group 2 (Up to 60 hours)			
Academic Decathlon	\$1,690	\$1,732	\$1,766
Advanced Placement Coordinator	\$1,690	\$1,732	\$1,766
Best Buddies	\$1,690	\$1,732	\$1,766
Forensics / Debate	\$1,690	\$1,732	\$1,766
Jazz Band	\$1,690	\$1,732	\$1,766
Key Club	\$1,690	\$1,732	\$1,766
Literary Magazine	\$1,690	\$1,732	\$1,766
Men's Choir	\$1,690	\$1,732	\$1,766
Marching Band Assistant Director	\$1,690	\$1,732	\$1,766
Marching Band Drill Writer	\$1,690	\$1,732	\$1,766
Marching Band Percussion Instructor, Drumline	\$1,690	\$1,732	\$1,766
Marching Band Percussion Instructor, Front Ensemble	\$1,690	\$1,732	\$1,766
Math Club Advisor	\$1,690	\$1,732	\$1,766
Musical Choreographer	\$1,690	\$1,732	\$1,766
Musical Pit Orchestra Director	\$1,690	\$1,732	\$1,766
Photography Club	\$1,690	\$1,732	\$1,766
SAGA / Gay-Straight Alliance	\$1,690	\$1,732	\$1,766
Senior Project	\$1,690	\$1,732	\$1,766

Show Choir	\$1,690	\$1,732	\$1,766
Webmaster	\$1,690	\$1,732	\$1,766
Women's Choir	\$1,689	\$1,731	\$1,766
World of Difference (ADL)	\$1,690	\$1,732	\$1,766
Yearbook Business	\$1,690	\$1,732	\$1,766

Group 3 (Up to 120 hours)

DECA	\$3,378	\$3,463	\$3,532
Fall Festival Director of Plays	\$3,378	\$3,463	\$3,532
Junior Class Advisor	\$3,378	\$3,463	\$3,532
Marching Band Director	\$4,811	\$4,931	\$5,030
National Honor Society	\$3,378	\$3,463	\$3,532
Newspaper	\$3,378	\$3,463	\$3,532
Senior Class Advisor	\$3,378	\$3,463	\$3,532
Spring Festival of Plays Director	\$3,378	\$3,463	\$3,532
Student Council	\$3,378	\$3,463	\$3,532
Thespian Society Advisor	\$3,378	\$3,463	\$3,532
Vocal Musical Director	\$3,378	\$3,463	\$3,532
Yearbook Art	\$3,378	\$3,463	\$3,532

PCMS Stipends

Position

2022-2023

2023-2024

2024-2025

Group 1 (Up to 40 hours)

A Cappella Club	\$1,126	\$1,154	\$1,177
Art Club	\$1,126	\$1,154	\$1,177
Audio Engineering Club	\$1,126	\$1,154	\$1,177
Baton Twirling Club	\$1,126	\$1,154	\$1,177
Chess Club	\$1,126	\$1,154	\$1,177
Fitness Club	\$1,126	\$1,154	\$1,177
International Cooking and Cultures	\$1,126	\$1,154	\$1,177
Knitting Club	\$1,126	\$1,154	\$1,177
Late Bus Monitor	\$1,126	\$1,154	\$1,177
Mock Trial	\$1,126	\$1,154	\$1,177
Sewing Club	\$1,126	\$1,154	\$1,177
Spanish Club	\$1,126	\$1,154	\$1,177
Student Leadership Club	\$1,126	\$1,154	\$1,177
Wellness Ambassadors	\$1,126	\$1,154	\$1,177
Environmental Club Advisor	\$1,690	\$1,732	\$1,766

Group 2 (Up to 60 hours)

Best Buddies Advisor	\$1,690	\$1,732	\$1,766
Jazz Band Advisor	\$1,690	\$1,732	\$1,766
Memory Book Advisor/Yearbook	\$1,690	\$1,732	\$1,766
Musical/Drama Advisor	\$1,690	\$1,732	\$1,766
Nerd in Charge	\$1,690	\$1,732	\$1,766
Nerd in Training	\$1,690	\$1,732	\$1,766
SAGA / Gay-Straight Alliance	\$1,690	\$1,732	\$1,766
Student Council Advisor	\$1,690	\$1,732	\$1,766

Group 3 (Up to 120 hours)

After-School Liaison	\$3,378	\$3,463	\$3,532
Drama Club	\$3,378	\$3,463	\$3,532
Homework and Organization	\$3,378	\$3,463	\$3,532

Elementary Stipends

<u>Position</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Art Club	\$1,690	\$1,732	\$1,766
Elementary Chorus Advisor	\$1,690	\$1,732	\$1,766
Environmental Club Advisor	\$1,690	\$1,732	\$1,766
Math Club	\$1,690	\$1,732	\$1,766
Student Council	\$1,690	\$1,732	\$1,766

<u>Other Position</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Mentor	\$697	\$714	\$729
Buddy	\$349	\$357	\$364
AED Program Coordinator	\$2,028	\$2,078	\$2,120
Saturday Detention	\$170	\$174	\$177
PHS Lead Guidance Counselor	\$5,202	\$5,332	\$5,439
Nursing Coordinator	\$5,202	\$5,332	\$5,439

APPENDIX D

I hereby request and authorize the School Committee to request the Town Treasurer to deduct from my earnings per each payroll period the following sum(s), to be transmitted to the credit unions, insurance carriers or appropriate federal agency as follows:

- \$_____ to Rockland Credit Union
- \$_____ to Plymouth County Teachers Federal Credit Union
- \$_____ to Association Dental Insurance Plan
- \$_____ to Washington National Disability Insurance Plan
- \$_____ to United States Savings Bonds

I understand that the amount of deductions will remain constant and consistent for the duration of the contract period, except as otherwise provided.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and the Town and all of their representative officers and agents from any liability thereof.

DATE: _____ **SIGNATURE:** _____

Appendix E Teacher Performance Standards - Teacher and Caseload Educator Model Contract Language

This language is based on the Department of Elementary and Secondary Education.

Sections:

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement

- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions**

- A) **Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to:

portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F) **Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. **New Assignment**: An educator with PTS shall be considered in a new assignment when teaching under a different license for 80% or more of their course load that they have not previously taught under.
 - 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 no less than ninety (90) school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. An educator may request an additional evaluator.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating

the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license for 80% or more of their course load that they have not previously taught under.]
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than 10 minutes; by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. For the purpose of self-assessment, a teacher may agree to allow her/his classroom or worksite to be videotaped. The educator may elect to share the video with her/his evaluator and may elect to permit the video to be counted as an observation for the purpose of evaluation. Video observations may be used for an educator on an improvement plan provided that the video shall not be in lieu of an in person observation and further provided that the video shall only be used as a coaching tool and shall not be admitted into evidence or referenced in a dismissal proceeding related to teacher performance. Video 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. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) The Association and the Committee are 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 may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

- X) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement.
- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- AA) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan. MCAS growth scores shall not be the sole basis for a summative evaluation.
- CC) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR

4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

EE) **Trends in student learning:** At least three 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 the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three years of data is required.
- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

- i) Unannounced observations of practice of any duration but not less than 10 minutes.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

C) Educators shall be required to provide no more than two pieces of evidence per standard per evaluation cycle and evidence of progress toward one's professional practice and student learning outcome goal. Evidence may include judgments based upon observations or other artifacts of practice including educator work products or student work samples.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation.

The parties agree that the rubrics attached to this agreement shall be used.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st 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 November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. If mandatory, this learning activity shall occur during the contractual time. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. 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 or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed 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.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan--The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 8) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have 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 observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than two announced and four unannounced observations. For Improvement Plans there must be no fewer than one announced and two unannounced observations.
- 10) **Observations**

The Evaluator's first observation of an Educator on a Developing Educator Plan, Directed Growth Plan, or Improvement Plan should take place by December 15. Observations required by all Educator Plans should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations but not less than 10 minutes.
- ii) The Educator will be provided with written feedback from the Evaluator following reflection within 6 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home. After the unannounced observation, the educator may request a meeting with the evaluator. If the educator requests a meeting or if the evaluator has a concern related to an indicator, the evaluator shall meet with the educator prior to providing written feedback. Under these circumstances, the evaluator's written feedback shall be provided within 10 school days of the observation.
- 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.

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.
 - (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 fifteen (15) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference and during this same time period, the Evaluator shall provide the Educator with written feedback. 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.

11) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may 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 and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 6 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 6 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- 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.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator all relevant evidence as defined in Section 3.C.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 6 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

- 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.

13) **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 June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator all relevant evidence as defined in Section 3.C.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. 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.

14) **Educator Plans – General**

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

15) **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.

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

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- 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.

18) **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 90 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator and the PTA President 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 Employee Organization/Association attend the meeting(s). Upon the educator's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

19. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator meets with the educator to discuss summative evaluation	May 15
Evaluator completes Summative Evaluation Report	June 1

Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator meets with educator to discuss summative evaluation	May 15 of Year 2
Evaluator completes Summative Evaluation Report	June 1 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

B) **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.

20. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, may 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 by July 15, 2012. Upon

receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation 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

The Educator shall create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The evaluator may request to see the instrument used to collect student feedback, but the feedback will not be made available to the evaluator unless the educator voluntarily provides it.

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that 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 and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedure. The dismissal for any reason of a teacher with professional status is subject to arbitral review in accordance with the standards of M.G.L. c. 71 § 42. In all cases where the dismissal is based upon the evaluation process, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Substantial compliance shall refer to a situation where the process has resulted in a fair and thorough evaluation notwithstanding timeline violations that do not impact the fairness of the evaluation.