

**REVERE PUBLIC SCHOOLS  
REVERE, MASSACHUSETTS**



**COLLECTIVE BARGAINING AGREEMENT**

**THE REVERE SCHOOL COMMITTEE  
AND  
THE REVERE TEACHERS ASSOCIATION**

**COMPLETE TEXT OF THE AGREEMENT**

**EFFECTIVE JULY 1, 2015  
EXPIRING JUNE 30, 2018**

**REVERE SCHOOL COMMITTEE**

**Mayor Daniel Rizzo, Chair  
Michael Ferrante, Vice Chair  
Susan Gravellese, Secretary  
Dan Maguire  
Donna Wood Pruitt  
Stacey Rizzo  
Carol A. Tye**

**Dr. Dianne Kelly, Superintendent  
Christopher Malone, Assistant Superintendent  
Danielle Mokaba-Bernardo, Assistant Superintendent  
Paul V. Mulkern, Esquire/ Negotiator**

**RTA PROFESSIONAL NEGOTIATING TEAM**

Erik Fearing, Chair  
Andrea Aeschlimann  
Jessica Consoli  
Mike DiMarino  
Jessica Gagnon  
Mariregis Fusco  
Matt Nazzaro  
Connie Scata  
Judy Silverstone

**Officers**

President, Erik Fearing  
First Vice President, Mike Flynn  
Second Vice President, Judy Silverstone  
Membership Secretary, Lisa Caponigro  
Recording Secretary, Jessica Gagnon  
Corresponding Secretary, Ed Nazzaro  
Treasurer, Richard Norris

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## **ARTICLE I: RECOGNITION**

The School Committee of the City of Revere (hereinafter referred to as the "Committee") recognizes the Revere Teachers Association (hereinafter referred to as the "Association") for the purpose of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees of the Revere Public Schools, including but not limited to:

Teachers, adjustment counselors, advisors of extra-curricular activities, coaches who hold teaching positions in the RPS, guidance counselors, librarians, school psychologists, school social workers, speech therapists, summer/afternoon/evening school teachers; and nurses and all other professional employees who are employed by the Revere Public Schools and placed on the regular teachers' salary schedule or any fraction thereof or any classified salary schedule which is based on the teachers' schedule.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

The Association agrees to represent equally all teachers without regard to membership in or participation in, or association with the activities of, the Association or any other employee organization, and to continue to admit teachers to membership in accordance with its constitution.

## **ARTICLE II: NEGOTIATION PROCEDURE**

A. 1. Not later than October 1, 2017, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.

2. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 150 of the Acts of 1974 will be followed.

B. Any teacher(s) may make a proposal(s) relating to educational matters during the life of this Agreement. Such proposals will be submitted in writing to the teacher's immediate supervisor and will be processed through the chain of command within a reasonable period of time. At each level of the chain of command, the person at that level will affix his/her signature to the proposal and indicate his/her approval or disapproval. Upon receiving the proposal, the superintendent will either accept or reject the proposal and forward it to the Committee with his/her recommendation.

C. 1. During the term of this Agreement, Amendments may be added by mutual agreement of the parties. Any such Amendment will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

2. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the wages, hours, or working conditions of a teacher or group of teachers and/or the interpretation, meaning or application of said wages, hours, or working conditions of this Agreement, or any other subsequent Amendatory Agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the wages, hours, or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and that the Association, if said grievance affects a group or class of teachers, has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

##### 1. Level One

A teacher with a grievance will first discuss it with his/her principal or immediate superior, with the objective of resolving the matter informally.

## 2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, s/he may file the grievance in writing with the chairperson of the Association's Grievance Committee or Professional Negotiating Team within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairperson of the Grievance Committee or Professional Negotiating Team will refer it to the superintendent.

b. The superintendent or his/her designee will represent the administration at this level of the Grievance Procedure. Within ten (10) school days after the receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved person in an effort to resolve it.

c. If a teacher does not file a grievance in writing with the chairperson of the Grievance Committee or Professional Negotiating Team and if the written grievance is not forwarded to the superintendent or his/her designee within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration to Level Four.

## 3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after s/he has first met with the superintendent or his/her designee, s/he may file the grievance in writing with the chairperson of the Grievance Committee or Professional Negotiating Team within five (5) school days after a decision by the superintendent or his/her designee, or fifteen (15) school days after s/he has first met with the Superintendent or his/her designee, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairperson of the Grievance Committee or Professional Negotiating Team will refer it to the Committee. Within ten (10) school days after receiving the written grievance, the Committee will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will be rendered by the full Committee.

## 4. Level Four

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after s/he has first met with the Committee, s/he may, within five (5) school days after a decision by the Committee, request in writing the chairperson of the Grievance Committee or Professional Negotiating Team to submit his/her grievance to arbitration. If the Grievance Committee or Professional Negotiating Team determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the Revere Public Schools, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Grievance Committee or Professional Negotiating Team will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified

period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected will confer with representatives of the Committee and the Grievance Committee or Professional Negotiating Team and hold hearings promptly and will issue his/her decision not later than fifteen (15) days from the date of the close of the hearings: or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Committee and to the Association and, subject to law, will be final and binding provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. The arbitrator will have no power to alter, add to, or detract from the provisions of this Agreement.

d. 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 Committee and the Association.

e. Either the Committee or the Association may appeal the decision of the arbitrator to the Superior Court. Upon application by either party, the Court will vacate an award if:

(1) the award was procured by corruption, fraud or other undue means;

(2) there was evident partiality by an arbitrator appointed as a neutral, or corruption in any of the arbitrators, or misconduct prejudicing the rights of any party;

(3) the arbitrators exceeded their powers or rendered an award requiring a person to commit an act or engage in conduct prohibited by state or federal law;

(4) the arbitrators refused to postpone the hearing upon a sufficient cause being shown therefore, or refused to hear evidence material to the controversy, or otherwise so conducted the hearing as to prejudice substantially the rights of a party.

However, the decision of the arbitrator will remain in full force and effect until such time as a final decision is handed down by the Court.

#### D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, any Association representative, any member of the Grievance Committee or Professional Negotiating Committee or any other participant in the Grievance Procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the Grievance Procedure by a person of his/her own choosing, except that s/he may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented

by the Association, but is represented by one individual in interest, the Association will have the right to be present and to state its views at all stages of the Grievance Procedure, if the matter pertains to the provisions of this Agreement or affects the interests of the Association.

#### E. Miscellaneous

1. If, in the judgment of the Grievance Committee or Professional Negotiating Team, a grievance affects a group or class of teachers, the Grievance Committee or Professional Negotiating Team may submit such grievance in writing to the superintendent or his/her designee directly, and the processing of the grievance will be commenced at Level Two. The Grievance Committee or Professional Negotiating Team may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

2. 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 all parties in interest and to the chairperson of the Grievance Committee or Professional Negotiating Team. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section C, Paragraph 4c.

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

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the Grievance Procedure. All such forms will be subject to the approval of the Committee.

### **ARTICLE IV: SALARIES**

A. The salaries of all persons covered by this Agreement are set forth in Appendix A and Appendix B, which are attached hereto and made a part hereof.

B. Teachers earn their salaries on a contractual basis for each school year. Each teacher's yearly salary will be divided by fifty-two (52), and paid in fifty-two (52) equal installments according to the following schedule:

1. During each year teachers will receive the first check of the school year on the Friday of the first week of school.
2. All other checks for the school year will be distributed weekly until the last day of the school year, at which time teachers will receive all remaining checks due to them. All such checks will be payable on the last day of the school year.
3. Salaries, stipends and hourly rates will be paid out at the contractually agreed upon rate regardless of source of funds.

#### C. Longevity Increments



1. Years of full-time teaching service in any school system will be applicable toward longevity increments. However, for those teachers hired after June 1, 1978, years of service in only the Revere Public Schools will be applied toward longevity increments.

2. Years served in any branch of the Armed Forces of the United States by teachers who enlisted for or were drafted for at least a two-year (2) full-time period will be applicable toward longevity increments, up to a maximum of three (3) years.

3. Years served in the Peace Corps, VISTA, the National Teacher Corps, the Commonwealth Service Corps, or any other such social service agency, by teachers who were full-time participants in such programs, will be applicable toward longevity increments, up to a maximum of one (1) year.

4. For the provisions of Section C, numbers 2 and 3, portions of a year of six (6) months or more will be considered a full year.

#### D. Increments for Degrees and Graduate Credits

1. According to their expertise in the field, those teachers who receive compensation for advanced degrees and/or graduate credits will be encouraged to assume a proportionate share of responsibility in the development of curriculum.

2. All graduate credits from an accredited institution in the teacher's field, or in another field approved by the superintendent, will be applicable for differential purposes, whether such credits have been earned before or after the awarding of a graduate degree. Teachers must receive written approval from the superintendent or his/her designee prior to their taking each course in order for them to receive salary credit for that course.

Salary increments for advanced degrees will be from institutions which are recognized by the New England Association of Colleges and Secondary Schools, or one of the five (5) regional accrediting institutions which are the agencies given the responsibility of accrediting schools by the U.S. Office of Education.

3. Salary increments for advanced degrees and/or graduate credits will become effective on September 1.

a. It is the responsibility of the teacher who is eligible for such an increment to notify both the office of the superintendent and the payroll office of his/her eligibility, and to present evidence of his/her successful completion of the requirement.

b. The teacher must comply with the above-mentioned stipulations no later than October 1, to be eligible on the preceding September 1.

c. Credit will not be given in the bachelor-plus-15 category on the salary schedule unless the courses taken are a part of a formal master's degree program. However, teachers (with the approval of the superintendent or his/her designee) will be given credit in this category for those courses which are specifically related to their field, even though these courses are not a part of a formal master's degree program.

d. Any teacher currently receiving compensation under CAGS/2MA column shall be grand fathered and shall continue to be compensated at that column for the duration of his/her employment with the Revere Public Schools or until said teacher qualifies to receive compensation under the DR column. A teacher who obtains a second Masters Degree after June 30, 1998\* shall not be eligible for payment at the CAGS/2MA column of the salary schedule.

\*(Any teacher enrolled in a second Masters Degree program as of May, 1997 who, for extraordinary circumstances as determined by the superintendent, was unable to complete the second Masters Degree by June 30, 1998 shall be eligible to receive compensation at the CAGS/2MA column).

#### E. Anniversary Dates

1. Those persons who do have a total of at least one hundred twenty (120) days for salary purposes in the school year of their appointment will advance a step on the salary schedule to the maximum, on each September following their appointment.

2. All other persons will advance one (1) step on the salary schedule, to the maximum, on the first day of the anniversary month of their appointment in each year.

F. If a new position (s) is (are) established, the administration will provide a listing of such position(s) and its (their) rate (s) of compensation. The Committee will inform the Association before said position (s) is (are) posted and/or filled.

G. The Revere Public Schools reserves the right in special cases to pay a higher starting salary in order to employ teachers who would not otherwise be available to fill special needs.

#### H. Daily Earnings

1. Any teacher who takes a temporary leave of absence without pay will have deducted from his/her salary one/one-hundred-eighty three and one-half (1/183 ½ ) of his/her annual salary rate for each school day of his/her absence.

**Effective July 1, 2016, the deduction shall be one/one hundred-eighty-five and one half (1/185 ½) of the annual salary rate.**

2. Any teacher who retires or resigns from the Revere Public Schools before the end of the school year, or who is granted an extended leave of absence without pay during the school year, will be paid at the rate of one/one-hundred-eighty three and one-half (1/183 ½) of his/her annual salary rate for each school day of his/her active employment.

**Effective July 1, 2016, that daily rate shall be one/one-hundred-eighty-five and one-half (1/185 ½) of the annual salary rate.**

#### I. Sick Leave Buy-Back

In recognition of dedicated service to the children of Revere, any teacher covered by this Agreement who is eligible for retirement may obtain an increase in compensation in the final year of teaching by following an established procedure:

1. An eligible teacher who desires to participate in this program will notify the superintendent of his/her intention to retire under the provisions of the Massachusetts Teachers' Retirement Act. After such written notice, up to three hundred twenty-five (325) days will be deducted from the teacher's sick leave record and, in lieu thereof, the teacher will receive a stipend check, upon retirement, in the amount of twenty dollars (\$20) for each sick leave day so surrendered.
2. In the event an individual dies while serving as an active employee, his/her estate will receive accumulated sick-leave days at \$20 per day, up to a maximum of three hundred twenty-five (325) days.

#### J. Early Retirement Incentive

Any teacher between the ages of 55 and 64 who has served thirty (30) years as a teacher in the Revere Public Schools, and who gives notice by February 1 of a school year of his/her irrevocable intent to retire at the end of that school year will receive a bonus of twenty percent (20%) of his/her last year's annual salary. *The bonus will not be available to any teacher whose employment terminates before the last school day of the applicable school year.* This amount will be paid between June 30 and July 15 and will not be computed in determining retirement pay.

### **ARTICLE V: TEACHING HOURS AND TEACHING LOAD**

The Committee and the Association recognize and agree that the teachers' responsibilities to their students and to their profession generally entail the performance of duties and the expenditure of time beyond the normal working day. However, teachers are entitled to regular time and work schedules on which they can rely in the ordinary course, and which will be fairly and evenly maintained to the extent possible throughout the Revere Public Schools. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

#### A. Daily Schedule

The time schedules for pupils are as follows:

Grades K-6 (Elementary)	8:35 AM - 2:40 PM
Middle School (Secondary)	7:50 AM - 2:20 PM
Grades 9 - 12 (Secondary)	7:50 AM - 2:20 PM

All personnel will be required to be at their duty assignments fifteen (15) minutes before the first bell for students in their respective buildings; they will not be required to remain longer than twenty (20) minutes after the close of their day's assignment on three (3) days per week and

thirty-five (35) minutes on one (1) day per week. They will be dismissed immediately following the close of their day's assignment on Fridays and on the days preceding holidays.

Notwithstanding the above sentences, teachers will be required to remain for the full duration of any professional workshops which are held on days when students have been released early.

Notwithstanding the above schedules, non-classroom personnel listed below may be required to work from 1:30 p.m. to 8:30 p.m. up to four (4) days per year. Employees will be provided notification of each 1:30 p.m. to 8:30 p.m. day at least sixty (60) days in advance of such day.

Guidance Counselors  
Adjustment Counselors  
School Social Workers  
Nurses employed by the Revere Public Schools  
School Psychologists

Notwithstanding the above paragraphs, the Superintendent shall be permitted, after discussion with the Association, to establish alternative daily schedules pursuant to which teachers would either begin their work days earlier than outlined in the above paragraphs and end their work days earlier than outlined in the Schedule, or begin and end their work days later than outlined in those paragraphs. In either event, the length of the work day would be equal to the work day described in the above paragraphs for teachers at the same level, and all hours worked must be consecutive.. Teachers employed by the Revere Public Schools on or before September 1, 2012 will not be assigned to such schedules unless they volunteer.

## B. Yearly Schedule

1. The work year for teachers (other than new personnel who may be required to attend orientation sessions) will be one hundred eighty-three and one-half (183 ½) days consisting of:

182 student days

½ day (9:00 a.m. to noon) on the day prior to the opening of school

1 professional development day

No individual school will be required to remain in session beyond the number of days prescribed.

The day immediately preceding Christmas vacation shall be a 1/2 day

There will be no one day work weeks scheduled during the work year, except for the last week of classes

The teacher work year will begin no earlier than August 24<sup>th</sup>

**Effective July 1, 2016 the above Section 1. shall be replaced with the following new Section 1:**

1. The work year for teachers (other than new personnel who may be required to attend orientation sessions) will be one hundred eighty-five and one-half (185 ½) days consisting of:

184 student days

½ day (9:00 a.m. to noon) on the day prior to the opening of school

1 professional development day

No individual school will be required to remain in session beyond the number of days prescribed.

The day immediately preceding Christmas vacation shall be a 1/2 day

There will be no one day work weeks scheduled during the work year, except for the last week of classes

The teacher work year will begin no earlier than August 24<sup>th</sup>

Prior to the beginning of each school year the Superintendent shall designate ten (10) of the student days as early release days for students. On such days teachers shall remain for the duration of their scheduled work day.

Two hour directors' meetings will be scheduled during 5 of these early release days, scheduled to end no later than the ordinary staff departure time.

Two hour Principal/staff meetings will be scheduled during 5 of these early release days, scheduled to end no later than the ordinary staff departure time.

ELT school schedules will be amended to reduce total annual work hours commensurately with non-ELT schools of their level to compensate for the changes in meeting time arrangements.

2. It is agreed that on the last day of the school year for students, teachers will be released two hours and forty-five minutes after the first bell for students in their respective buildings. (Students will be dismissed at an earlier time on that date, such time to be determined by the Superintendent).
3. All professional personnel will be required to complete all pertinent records and to assure that all educational material is in order for the start of the next school year.
4. December 24 will be considered a no-school day on the school calendar. Provided that the school year mandated by the State is 187 days or less, the Friday before Labor Day will be considered a no-school day on the school calendar.

5. Notwithstanding the above provisions, personnel employed as High School guidance counselors may be required to work up to five (5) days within the two (2) week period immediately preceding the opening of school. A High School guidance counselor may also be required to work up to one (1) day after final grades are published. Guidance counselors will be granted compensatory time off during the school year for each such day outside the regular teacher year that they are required to work. No later than August 1, the High School Principal and/or Director, in consultation with the guidance counselor, will schedule the days before and after the regular teacher year that the guidance counselor will work as well as the days within the regular teacher year for which the guidance counselor will be granted compensatory time off. In lieu of compensatory time off for such days worked, the High School Principal and/or Director may agree that the guidance counselor should receive payment at the contractual hourly rate for some or all of the hours worked.

#### C. After School Meetings

1. Teachers will be required to remain after the end of the regular work day, without additional compensation, for up to twenty (20) hours per school year to participate in meetings.

This limitation may be exceeded only in emergency situations beyond the control of the administration, or for other good and sufficient reason submitted in writing and approved in advance by the superintendent or by the assistant superintendent acting in the superintendent's absence.

2. Teachers will be required to attend one (1) Meet the Teacher Night and two (2) nighttime parent-teacher student conferences per year. Such conferences will be scheduled at least thirty (30) days prior to their occurrence, and each conference shall not exceed two (2) hours duration.
3. Attendance at meetings, such as PTA affairs, will be at the option of the individual teacher, but both the Committee and the Association encourage active participation in such meetings as a part of the teacher's professional responsibility.

**Effective July 1, 2016 the above Section C. shall be replaced with the following new Section C.**

#### C. After School Meetings

1. Teachers will be required to attend one (1) Meet the Teacher Night and two (2) nighttime parent-teacher student conferences per year. Such conferences will be scheduled at least thirty (30) days prior to their occurrence, and each conference shall not exceed two (2) hours duration.
2. Attendance at meetings, such as PTA affairs, will be at the option of the individual teacher, but both the Committee and the Association encourage active participation in such meetings as a part of the teacher's professional responsibility.

#### D. Lunch Time

Teachers will have a duty-free lunch period of at least the length of a regular student lunch period.

1. In the event that a principal must assign lunch duty to a teacher, the principal will grant compensatory time.

a. Every teacher, even if s/he is assigned lunchroom duty, will be given at least twenty (20) minutes per day free time.

b. The principal will assign lunchroom, corridor duty, etc. to all professional personnel assigned to the building on a rotating basis.

2. Nothing in this section is intended to permit the regular assignment of teachers to lunchroom duty; nor is this emergency provision intended in any way to defeat the purpose of giving each teacher a duty-free lunch period of at least the length of a regular student lunch period.

E. Assignments in the Secondary Schools

1. (a) Teachers of grades 9-12 will be assigned in a non-rotating, weekly block schedule:

- 15 teaching blocks
- 5 preparation blocks
- 3 advisory periods
- 2 common planning periods

(b) Alternatively, teachers in Grade 9 Cluster will be assigned in a 7-day cycle:

- 24 teaching periods
- 5 duty periods
- 7 preparation periods
- 6 common planning periods

and teachers of grades 10, 11, 12 will be assigned in a 7-day, 6-period cycle:

- 30 teaching periods
- 5 duty periods
- 7 preparation periods

2. These teachers will be assigned five (5) periods of duty in the cafeteria, corridor, library, or study hall. Duty assignments will be rotated.

3. a. Secondary school classroom teachers will be granted first refusal of homeroom duty on the basis of seniority in the Revere Public Schools.

b. A principal may, with the prior approval of the superintendent, compensate a teacher who has accepted special duties for which s/he is not otherwise compensated, by relieving him/her of such homeroom duty. Upon termination of the assignment of these special duties, the teacher will again be assigned homeroom duty.

4. Secondary school teachers, (except teachers of music), will not be required to teach more than two (2) subject areas nor more than a total of four (4) teaching preparations within said subject areas at any one time.

5. Teachers of grades 6, 7 and 8 will be assigned weekly:

- 24-26 core teaching periods
- 5 preparation periods

These core teachers will receive at least one common planning period weekly, with the remaining periods used as duty periods.

6. Teachers of grades 6, 7, and 8 in an ELT middle school will be assigned weekly:

- 20 teaching blocks
- 5 common planning blocks
- 5 preparation blocks

F. Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement.

G. Where vouchers are offered by colleges to cooperating teachers, the voucher will be offered first to the cooperating teacher; if the student teacher has more than one cooperating teacher, the voucher will be offered first to that teacher who supervised the student teacher for the greater part of the school day, and second to the other cooperating teacher(s). If the cooperating teacher(s) elects not to make use of it, s/he will offer it to his/her principal for assignment to another member of the school faculty. They will be offered by seniority and within subject matter or grade level. If no one within the school elects to make use of the voucher, the principal will return it to the superintendent for further advertising within the Revere Public Schools.

H. Teachers in grades pre-kindergarten through five will be guaranteed five (5) preparation periods (of at least thirty (30) minutes duration) per week. Every effort will be made to distribute these periods on a daily basis.

I. The administration will attempt to staff disciplinary sessions at Revere High School with teachers who have volunteered for that assignment. The administration will attempt to secure volunteers for the forty-five (45) minute sessions by offering the volunteer forty-five (45) minutes of compensatory time off which may be used by the teacher at a time approved by the administration. Only in the event that sufficient volunteers cannot be secured by that method will teachers be required to staff disciplinary sessions. In such case, teachers shall be assigned from a rotating list which will include the names of all teachers on a particular floor. A teacher required to staff a disciplinary session will be granted forty-five (45) minutes of compensatory time off which may be used by the teacher at a time approved by the administration.

## **ARTICLE VI: CLASS SIZE**

A. Both the Committee and the Association recognize that the establishment of a lower pupil-teacher ratio is necessary to insure the high quality of education that is the goal of both parties. The Association commends the Committee and the City for embarking upon a school building program, which is vital to the limiting of class size.

B. Both the Committee and the Association recognize that the establishment of lower class maximum throughout the Revere Public Schools is desirable. The Committee agrees to implement them as soon as such becomes feasible.



## **ARTICLE VII: NON-TEACHING DUTIES**

A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. The Committee and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle.

B. Teachers will not be required to perform the following non-professional duties:

1. Supervision of buses. Although teachers may be required to supervise students passing to and from the buses and the schools, they will not be required to ride with the students on the buses.

2. Collecting money from students for non-educational purposes (e.g., charities, PTA dues, insurance premiums). Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.

3. Keeping registers and cumulative record cards, preparing report cards, scheduling programs, and performing other clerical and recording duties subject to data processing. The Committee agrees to implement these as each becomes feasible.

4. Scoring tests for which machine scoring is available and professionally suitable.

## **ARTICLE VIII: TEACHER EMPLOYMENT**

A. The Committee will require as minimum standards for appointment of new teachers:

1. A degree from an institution accredited by the New England Association of Colleges and Secondary Schools, the Middle States Association of Colleges and Secondary Schools, the North Central Association of Colleges and Secondary Schools, the Northwest Association of Secondary and High Schools, the Southern Association of Colleges and Schools, or the Western Association of Schools and Colleges.

2. State certification in all areas to be taught.

B. For teachers hired before September 1993, unlimited full credit will be given for previous outside teaching experience upon initial employment. For teachers hired after September 1993, a maximum of three (3) years of teaching experience outside of the Revere Public Schools may be credited toward step placement on the teachers' salary schedule (Appendix A).

C. Credit not to exceed one (1) year for service (other than teaching) in the Peace Corps, the Commonwealth Service Corps, or any other such social service agency, or in any branch of the Armed Forces of the United States, will be given to former full-time participants in such programs upon their initial employment, if such credit is recommended by the superintendent. Such credit will be granted only for salary purposes; in no instances will the service (other than teaching) be interpreted as experience to qualify the teacher for promotion. This provision will be applicable also to all teachers currently employed in the Revere Public Schools, if such credit is specifically granted by the superintendent.

D. Teachers with previous teaching experience in the Revere Public Schools will, upon returning to the System, receive full credit on the salary schedule for all outside teaching experience. Teachers who have not been employed in teaching on a full-time basis will, upon returning to the System, be restored to the next position on the salary schedule above that at which they left. Previously accumulated unused sick-leave days will be restored to all teachers who are elected to return within three (3) years of the date of their last employment. All others will be entitled to previously accumulated unused sick-leave days not to exceed a maximum of thirty (30) days.

E. It is agreed that each teacher will be required to complete the Research for Better Teaching (RBT) program (or a similar program approved by the Superintendent) prior to completing her/his third (3<sup>rd</sup>) year of teaching in the Revere Public Schools. Teachers will be expected to attend the RBT program (or the similar program) on their own time. It is agreed that for purposes of this section the RBT Program or any “similar program” will involve no more than thirty-six (36) hours of classes, and will be offered by the Revere Public Schools at no cost to the participating teacher. Finally, it is agreed that teachers will receive credit for the course for purposes of progression on the salary schedule, e.g. a teacher with a Master’s Degree would be credited with three (3) credits for purposes of progression toward the MA+15 column.

#### **ARTICLE IX: TEACHER ASSIGNMENT**

A. Teachers will be notified in writing of any changes in their programs and schedules for the ensuing year, including the schools to which they will be assigned, the grades and/or subjects they will teach, their hours of work and schedule of work if not assigned to a full-time schedule, and any special or unusual classes or assignments they will have, as soon as practicable and under normal circumstances not later than June 10, provided that in the event of a change in circumstances or conditions during the months of June through August (e.g. resignation), such assignments may be changed as required to meet the situation.

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

C. To the extent possible, changes in grade assignment in the elementary schools, and in subject assignment in the secondary schools, will be made at the request of and/or the consent of the teacher concerned, and with the approval of the superintendent and the principal concerned. Such approval will not be unreasonably withheld.

D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel, and adequate travel time will be provided in their schedules. Such teachers will be granted the same working conditions as classroom teachers on the same level. They will be notified of any changes in their schedules as soon as practicable.

E. Teacher assignment will be made without regard to age, race, creed, color, religion, national origin, ethnic background, sex, or marital status.

F. 1. Teacher programs will be posted in September in an area accessible to the entire faculty. These programs will include numbers of students per class, which numbers will be posted on September 1, and updated on October 1 and November 1 of each year.

2. There will be equal distribution of class assignments. Principals, directors, and department heads will consult with their teachers about their programs. Among the areas of consideration will be educational background in the field and seniority.

3. Seniority, for the purposes of this contract wherever the word "seniority" is used, is intended to denote seniority within the Revere Public Schools.

G. 1. Principals, in the event of their short-term absence, will be empowered to delegate authority within their buildings to teachers with seniority who are willing to accept the responsibility without compensation.

2. In the event the principal is absent for more than five (5) consecutive school days, the superintendent may appoint a teacher in that building to assume the principal's duties and responsibilities, in which case s/he will be compensated at the differential of the position.

## **ARTICLE X: TEACHER TRANSFERS**

Although the Committee and the Association recognize that some transfer of teachers from one school to another, from one grade to another, or from one house to another, is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

A. When a reduction in the number of teachers in a school is necessary, eligible volunteers will be transferred first. If there are more volunteers than are needed, those to be transferred will be selected according to the considerations listed below in Section B.

B. 1. Transfers are the sole prerogative of the superintendent.

2. However, when transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and seniority will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to comparable positions.

3. An involuntary transfer will be made only after a meeting between the teacher involved and the superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer.

C. A list of open positions in the schools will be made available to all teachers no later than ten (10) days after the superintendent is notified of their real or intended vacancy. All other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Revere Public Schools. A list of all new placements (whether transfer or new hires) will be provided to the Association on a monthly basis.

D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.

E. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building will file a written statement of such desire with the office of the principal and superintendent. Such statement will include the grade and/or subjects to which the teacher desires to be assigned, or the school or schools (in order of preference, if the teacher has preferences) to which s/he desires to be transferred.

2. In order to be considered for transfers in September, teachers must make their requests on or before the preceding April 1.

## **ARTICLE XI: VACANCIES AND PROMOTIONS**

A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position will be filled pursuant to the following procedure.

1. Such vacancies will be advertised throughout the Revere Public Schools, at least one (1) week prior to the date of appointment.

2. Said notice will clearly set forth the qualifications for the position, its duties, and its rate of compensation.

3. Teachers who desire to apply for such vacancies will file their applications in writing with the office of the superintendent within the time limit specified in the notice.

4. Promotions within the Revere Public Schools to any promotional position beyond that of general classroom teaching will require as minimum standards:

- a. A master's degree from an institution accredited by one of the agencies listed in Article VIII, Section A, number 1;
- b. State certification or its equivalent in courses in the area and/or level concerned.
- c. At least three (3) years of successful teaching experience in the area and/or level concerned.

Candidates for principalships, however, must have at least eight (8) years experience and those with administrative experience should be given some consideration.

(1) The term "teaching" includes all professional service in a teaching position or in a promotional position (as defined below in Section B).

(2) Classroom teachers must have had at least a half-time program in the area and/or level concerned during three (3) distinctive school years to be considered eligible under this provision.

(3) Candidates for principalships with master's degrees must have had a minimum of three (3) years experience in the level(s) concerned. The remaining five (5) years experience required may have been in any area or on any level.

(4) (a) While not required of candidates for a particular position, a master's degree (or the equivalent number of graduate courses) in the subject area of the position is desirable. It is also desirable that a candidate have additional years of teaching experience beyond the above-described minimums.

(b) The parties recognize the value, where practicable, of filling promotional positions from within the Revere Public Schools.

B. Promotional positions are defined as follows: positions paying a salary differential, and/or positions on the administrator-supervisory level, including but not limited to positions as principal, assistant principal, vice principal, director, assistant director.

C. All appointments to the aforesaid vacancies and openings will be made without regard to gender, gender identity, race, religion, national origin, ethnic background, color, age, sexual orientation, disability or marital status.

## **ARTICLE XII: POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER GRANT PROGRAMS**

A. All openings for summer school and evening school positions and for positions under grant programs will be adequately publicized by the superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding March 1, June 1, and December 1 respectively, and teachers will be notified of the action taken not later than May 1, October 1, and December 23 respectively.

B. Positions in summer and evening school, and positions under grant programs, will, to the extent possible, be filled first by regularly appointed teachers in the Revere Public Schools in accordance with Section C.

C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and seniority in the Revere Public Schools.

D. When a sufficient number of regularly appointed teachers in the Revere Public Schools is not available to fill the positions, they will then be filled, in order of preference, by substitute teachers in the Revere Public Schools and by teachers from other school systems. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers and to teachers from other school systems.

E. Teaching positions in summer school and in evening school will terminate at the conclusion of each respective program.

F. Applications for summer and evening programs are available at the office of the superintendent. All applications will be reviewed by the superintendent and the superintendent will make the recommendations.

G. A teacher who has been absent on sick leave for a particular day will not be permitted to teach Evening School that night.

H. Positions will be paid according to RTA contractual rates for stipends and hourly rates.

### **ARTICLE XIII: 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 will be strictly prohibited.

B. 1 Teachers will have the right, upon request, to review the contents of their personnel files. A teacher will be entitled to make copies of such contents and records as concern his/her work or him/herself.

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an 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. If said teacher refuses to affix his/her signature to said communication, the superintendent and assistant superintendent and building principal will acknowledge said refusal by signing the communication. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the superintendent and attached to the file copy.

C. 1. Any complaints regarding a teacher made to the administration by any parent, student or other person will be promptly called to the attention of the teacher.

2. Any unsigned communication addressed to any member of the administration and/or the Committee will be shown immediately to the teacher(s) concerned and destroyed in the presence of said teacher(s).

D. The Association recognizes the authority and responsibility of the principal to discipline or to reprimand, in private, a teacher for delinquency of professional performance.

E. No teacher shall be disciplined, reprimanded, or terminated without just cause.

F. Audio or video taping of classes by and/or for students will only be allowed if the teacher has been notified that the class is being taped. Such tapes are intended for the use of students for educational purposes, and will not be used by administrators as a basis for the evaluation of teachers.

## **ARTICLE XIV: TEACHER FACILITIES**

A. Each school will have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies;
2. Appropriately equipped rooms for the exclusive use of the teacher;
3. A pay telephone for faculty use (if such is requested by teachers), provided that the teachers assume full financial responsibility for it;
4. Well-lighted and clean teachers rest rooms.

B. Adequate parking facilities will be reserved for faculty whenever feasible.

C. The Employer and the Association shall form a Safety and Health Committee. It shall be comprised of members chosen by the Employer and the Association, respectively. It shall meet, periodically, and shall discuss health and safety matters such as: air quality, hazardous materials, heating and cooling concerns, exposure to and treatment of infectious diseases, evacuation and disaster plans, and the impact of any substantial construction, renovation, maintenance or demolition on building occupants.

The Employer shall provide the Association with advance notice of substantial non-emergency renovation, construction, or demolition work on any building to which teachers are assigned.

## **ARTICLE XV: USE OF SCHOOL FACILITIES**

A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. Notice of such meetings may be posted on teachers' bulletin boards and placed in teachers' mailboxes. The Association will assume the cost of custodial services for special evening meetings.

B. The Association will have the right to use school machines (duplicating, copying, etc.) whenever they are not in use for school purposes, provided that it purchase its own supplies (stencils, paper, etc.) for said machines and notify the principal of the school involved. The machines will be used only by properly qualified personnel. The Association will assume all responsibility for damage to the machines as a result of the Association's use.

C. The Association will have the right to place notices, circulars and other organization material on teachers' bulletin boards and in teachers' mailboxes. Under no circumstances will the Association use its right of access to bulletin boards and mailboxes to endorse local political candidates; if the Association violates that trust, the Association will forfeit its right of access for the remainder of the school year in which the violation occurs.

D. No teacher will be prevented from wearing pins or other identification of membership in the Association or in any other teacher organization.

## **ARTICLE XVI: SICK LEAVE**

A. All teachers are entitled to sick leave with full pay up to a maximum of fifteen (15) working days in each school year.

1. On the last day of each month from September through June, each teacher will be granted one and one-half (1 1/2) sick-leave days.

2. In order to assure adequate coverage of classes, teachers will be required to call the office of their principal or his/her designee before 7:00 a.m. on the day of their absence.

B. Unused Sick Leave

1. Unused sick leave may be accumulated from year to year up to three hundred ninety (390) working days. When a teacher has reached the accumulation limit, s/he will be permitted to accumulate one (1) working day of sick leave for every two (2) days of sick leave that s/he earns and does not use.

2. Once a year, upon request, teachers will be furnished information showing their sick-leave accumulation.

C. In cases of merit, the Committee may allow sick leave beyond the above limits.

D. Teachers may not draw beyond fifteen (15) days of their cumulative sick leave without certification of illness by a doctor.

E. If a teacher has more than five (5) incidences of absence due to sickness or injury in any given school year, the principal and/or director and/or superintendent may require that teacher to explain the nature of the illness in an informal conference. For purposes of this section, an "incidence of absence" shall mean a continuous absence of one (1) school day or longer.

1. If the principal and/or director and/or superintendent believes that further explanation is necessary, that administrator will require a written explanation for every day of absence for illness thereafter.

2. If the principal and/or director and/or superintendent has reason to believe that there is an abuse of sick-leave policy, that administrator will refer the case to the superintendent for further action.

3. If the superintendent has reason to believe that there is an abuse of sick leave, s/he may require an examination by the school physician.

F. The superintendent may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary leave is warranted. Such requested



examinations will be at the expense of the Revere Public Schools. A disagreement over whether involuntary leave is warranted will be subject to the Grievance Procedure.

G. As noted at Article XVIII, Section C. 8, maternity leave will generally be without pay. A female employee will, however, be permitted to utilize accrued sick leave (if any) for any period during said leave that she is incapacitated from working due to illness. A female employee shall be presumed to be incapacitated by the birth of a child for up to forty (40) school days surrounding such birth and may, upon request, use her accumulated sick leave (if any) for such period without providing specific medical documentation of incapacity, provided that the forty (40) school days fall within fourteen (14) calendar days prior to the birth of the child and within sixty-three (63) calendar days after the birth of the child. If the employee claims sick leave before or after that period, she will be required to provide the superintendent with medical documentation of her incapacity by submitting a medical certification form executed by her physician.

## **ARTICLE XVII: SICK LEAVE BANK**

There shall be a Sick Leave Bank. Said "Bank" shall function for the use of bargaining unit members who hold Professional Teacher Status and who, due to extraordinary illness, have exhausted their accumulated sick leave.

### **Membership in the Bank**

Membership is open to all bargaining unit members who hold Professional Teacher Status and who have accumulated at least twenty (20) days of sick leave prior to the beginning of the school year. A teacher with Professional Teacher Status who wishes to participate in the Bank will be required to provide the Superintendent with written notice of that intention on or before the last day of the school year that precedes the school year during which the teacher desires to commence participation.

Those agreeing to participate will have one (1) day of sick leave automatically deducted from their yearly allotment of sick days on the first day of each school year and put in the "Bank."

Once days have been "banked" they are not returnable.

Membership will continue from year to year unless a member chooses, in writing, to withdraw from the Sick Bank before the first day of the next year.

### **Administration**

The Bank will be administered by a committee consisting of three (3) persons designated by the Association and three (3) persons designated by the Superintendent.

The committee will review whether to grant requests for sick days from the "Bank." No grant of sick leave may commence before the teacher has utilized all of his/her accumulated sick leave. In no event will any grant of sick leave be permitted for the first forty (40) school days that a teacher is absent (whether such days are paid or unpaid). The initial grant of sick

leave from the “Bank” shall not exceed thirty (30) days. After the sick leave initially granted has been used, the member may reapply for an extension. In no event, however, may any teacher be granted more than five (5) thirty (30) day increments (or more than a total of one hundred and fifty (150) days of sick leave) during any five (5) year period.

In deciding whether to make an initial grant or an extension of such leave the Committee will consider the following factors:

- 1.) the seriousness of the injury/illness
- 2.) the teacher’s record of sick leave usage during prior years

The decision of the committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or grievance.

#### Application

A member desiring a grant from the Bank will be required to complete an application form (prepared by the committee). The member will be required to submit medical evidence documenting his/her illness/injury.

### **ARTICLE XVII: TEMPORARY LEAVES OF ABSENCE**

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

#### A. General

1. Two (2) days’ leave of absence for personal, legal, business, household or family matters, or to receive a degree, which requires absence during school hours. Application for such leave will be made as far in advance as practicable and ordinarily at least forty-eight (48) hours in advance, except in the case of emergencies. The approval of the superintendent will be required, but such approval will not be unreasonably withheld.

No more than twenty-five (25) teachers on any given day will be granted such leave.

Personal leave will not be cumulative. However, unused personal leave days will be added to the teacher's accumulated sick leave.

2. Not more than four (4) days as granted by the superintendent to visit other schools, or to attend meetings or conferences of an educational nature.

3. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Educational Association educational conferences, with the approval of the superintendent.

4. Time necessary for delegates to attend PTA conventions.

5. Any teacher who takes temporary leave under the provisions of A2, A3, or A4 above, will upon return from said leave, submit to his/her immediate supervisor a report on the conference, and any material or other information which could be of benefit to the Revere Public Schools. This information will be forwarded to the superintendent for his/her disposition.

6. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the Revere Public Schools, or in any legal proceeding to which the teacher is summoned as a witness.

7. Absence because of established religious holy days.

8. Up to six (6) days in the event of serious illness in the immediate family (as defined below in Section B). Such leave will be subtracted from the teacher's annual or accumulated sick leave.

B. Deaths:

1. Up to seven (7) days for death in the immediate family: husband, wife, son, daughter, brother, sister, parents, parents-in-law and foster parents, or member of the teacher's immediate household.
2. Consecutive school days immediately preceding, following, or including the day of death, holidays, Saturdays and Sundays, vacation days, and suspended sessions will be considered school days under this provision.

C. Grandparents and Grandchildren:

In the event of the death of a teacher's grandparent or grandchild, the teacher will, if such days are school days, be granted paid leave on the day of the funeral and on either the day immediately before the day of the funeral or memorial service or the day immediately following the day of the funeral or memorial service.

D. Funerals:

1. One (1) day for niece, nephew, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law.
2. Up to one (1) day for the principal and three (3) representatives to attend services for a retired teacher.
3. Teacher in service:
  - a. Up to one (1) day for the principal and five (5) representatives to attend services.
  - b. The Association may make arrangements for a religious service to be conducted at a place of worship of the deceased's religion in close proximity to the deceased's school. The service will be held either on the day of the funeral or within the five (5) school days of the funeral. The services will be held either before school or immediately following the regular school day.

4. Under special circumstances, the superintendent will grant a teacher a part of the school day to attend funeral services.

E. Under special circumstances regarding deaths, the superintendent may grant additional days leave. Such leave will be subtracted from the teacher's annual or accumulated sick leave.

## **ARTICLE XVIII: EXTENDED LEAVES OF ABSENCE**

### **A. Social Service Leave**

1. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, the National Teacher Corps, the Commonwealth Service Corps, or any other such social service agency, or who serves as an exchange teacher and is a full-time participant in any such programs. Upon return from such leave, a teacher will be considered as if s/he were actively employed by the Revere Public Schools during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. If the teacher does not perform a teaching function while on such leave, s/he will receive the above-mentioned benefits unless such is specifically not recommended by the superintendent.

2. If the teacher does not perform a teaching function while on such leave, his/her years of service with any of the above-named agencies will be applicable toward promotional requirements only if s/he has had five (5) years of actual teaching experience, unless such is specifically not recommended by the superintendent.

### **B. Military Leave**

1. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be considered as if s/he were actively employed by the Revere Public Schools during the leave, and will be placed on the salary schedule at the level which s/he would have achieved if s/he had not been absent.

2. Credit for service while on military leave will be applicable toward promotional requirements only if the teacher has had five (5) years of actual teaching experience in the Revere Public Schools.

### **C. Maternity Leave**

1. Every full-time female employee is entitled to at least twelve (12) weeks maternity leave if she complies with the following conditions:

- a. She has been employed for at least three (3) consecutive months; or, in the alternative, she has been employed for a total of at least twelve (12) months  
and
- b. She gives two (2) weeks notice prior to the expected departure date.

2. She is entitled to return to the same or an equivalent position without loss of employment benefits for which she was eligible on the date her leave commenced if she terminates her

maternity leave within twelve (12) weeks. She will be entitled to return to the same position if she returns during the same school year in which she commenced her leave.

3.. Teachers with professional status will be granted one of two types of maternity leave:

a. A twelve-(12-) week leave. A teacher who terminates her maternity leave within twelve (12) weeks will be returned to the position she held on the date her leave commenced.

b. An extended leave

(1) A teacher who commences her maternity leave before April 1 of any given school year must return in September of the following school year.

(2) A teacher who commences her maternity leave after April 1 of any given school year will have the option of returning either in September of that same calendar year, or in September of the following calendar year.

4. Application for maternity leave will be given to the building principal and the superintendent at least two (2) weeks prior to the expected date of departure and will include the anticipated date of return.

5. A teacher who is pregnant may remain in her position until the termination of her pregnancy, provided that a teacher may be required to commence her leave under this Article at an earlier time if the superintendent determines that she is not adequately performing her duties.

6. The superintendent will not be required to restore a teacher on maternity leave to her previous or a similar position if other teachers of equal length of service credit and status in the same or similar position have been laid off due to economic conditions during the period of such maternity leave; provided, however, that such teacher on maternity leave will retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

7. Such maternity leave will not affect the teacher's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and other advantages or rights of her employment position; provided, however, that such maternity leave will not be included when applicable, in the computation of such benefits, rights and advantages; and provided further, that the Revere Public Schools need not provide for the cost of any benefits, plans or programs during the period of maternity leave of absence unless the Revere Public Schools so provides for all teachers on leave of absence. All teachers granted a leave of absence must notify the superintendent by April 1 of their intent to return the following September.

8. a. Sick-leave pay (salary) will not be granted, given, or used for maternity leave.

b. It is expressly understood that sick-leave pay is not to be used for other than actual disability during a normal pregnancy. In cases of claimed disability due to pregnancy, the superintendent reserves the right to require physical examination by a physician of the superintendent's choosing, and any expense incurred as a result thereof will be borne by the Association.

#### D. Health Leave

1. A teacher with professional teacher status may be granted a leave of absence without pay or increment, for health reasons. Requests for such leave will be supported by appropriate medical evidence.

2. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

#### E. Study Leave

1. After five (5) years' continuous employment in the Revere Public Schools, a teacher may be granted a leave of absence for one (1) school year without pay or increment for travel or study.

2. No later than April 1 of the preceding school year, the teacher will apply in writing to the superintendent for such leave. The approval of the superintendent will be required, but his/her approval will not be unreasonably withheld.

3. No more than five (5) teachers may be granted such leave in any given school year.

#### F. Other Leaves

1. A leave of absence without pay or increment of up to a one (1) year will be granted for the purpose of caring for a disabled member of the teacher's immediate family. Additional leave may be granted at the discretion of the superintendent.

2. The superintendent will grant a leave of absence without pay or increment to any teacher to campaign for or to serve in a public office.

3. Other leaves of absence without pay may be granted by the superintendent.

G. All requests for extended leaves will be applied for in writing.

H. Only the superintendent may grant extended leaves of absence.

I. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and s/he will be assigned to the same position which s/he held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.

J. Any teacher on an extended leave of absence who wishes to return at a date prior to the termination of his/her leave will be given preference for placement in teaching vacancies. If no

such vacant positions occur, said teacher's name will automatically be given priority on the substitute list.

K. A teacher seeking any type of extended leave of absence pursuant to this Article must apply for such leave in writing to the superintendent no later than April 1 of the preceding school year. A teacher who is granted an extended leave of absence must notify the superintendent by April 1 of his/her intention to return the following September.

L. The parties will review and if necessary modify language to ensure compliance with the Family and Medical Leave Act of 1993.

## **ARTICLE XIX: SABBATICAL LEAVES**

Desiring to reward professional performance and to encourage independent research and achievement, the Committee hereby initiates the policy of sabbatical leaves for teachers to be granted upon recommendation by the superintendent for study in a program in an accredited institution, or for educational study or travel, subject to the following conditions:

A. No more than three (3) members of the teaching staff will be absent on sabbatical leave at any one time. Two (2) will be granted leaves for study and one (1) will be granted leave for travel. Of those applying for leaves for study, teachers seeking the higher degree will be selected first. In the event that there are no applications for leave for one of the aforementioned purposes, or that the number of applications is smaller than the number of leaves to be granted for that purpose, then leave will be granted to those desiring them for the other purpose. The Committee agrees to include funds in the annual fiscal budget to cover such leaves.

B. Requests for sabbatical leave must be received by the superintendent in writing on such forms as may be required by the superintendent no later than May 15 of the year preceding the school year in which the sabbatical leave is requested.

C. 1. The teacher must have completed at least seven (7) consecutive full school years of service in the Revere Public Schools for the purposes of an educational leave.

2. The teacher must have completed at least nine (9) consecutive full school years of service in the Revere Public Schools for a leave for travel.

D. A teacher on sabbatical leave will be paid one-half of the annual salary rate to which s/he would be entitled if s/he were not on sabbatical leave, provided that such pay, when added to any program grant that the teacher receives, will not exceed the teacher's full annual salary rate.

E. Prior to the granting of sabbatical leave, a teacher will enter into written agreement with the Committee that upon the termination of such leave, s/he will return to service in the Revere Public Schools for a period equal to twice the length of the leave.

1. In default of completing such service, s/he will refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless

said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.

2. Any practicum service, unless otherwise required, will be accomplished in the Revere Public Schools.

F. Upon his/her return from sabbatical leave, a teacher's salary will be the same as that which s/he would have received had the period of his/her leave been spent in the Revere Public Schools, and s/he will be returned to the same position which s/he held at the time said leave commenced, if it exists; or, if not, to a substantially equivalent position. However, this provision will not prevent a teacher on sabbatical leave from applying for and being appointed to any other position with or without an increased salary differential.

#### **ARTICLE XX: SUBSTITUTE TEACHERS:**

A. 1. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met the state certification requirements. After a trial period of forty (40) consecutive days in the same position, such certified substitute teacher will be paid at the appropriate rate on the salary schedule as if said teacher were employed as a full-time teacher.

2. If a certified substitute teacher is unavailable, such vacancies will be filled by qualified, non-certified personnel. After a trial period of forty (40) consecutive days in the same position, such non-certified substitute teachers will thereafter receive the minimum salary for that level of professional preparation as if said substitute teachers were employed as full-time teachers.

B. Every effort will be made to hire substitutes for full-time classroom teachers, including teachers of art, health, home economics, industrial arts, music, and physical education.

C. Every effort will be made to keep the same substitute in the classroom for the period of the regular teacher's absence.

D. In the interests of the safety and welfare of the children, the Revere Public Schools will provide sufficient funds for substitute teachers, said funds to be determined by previous experiences of need.

#### **ARTICLE XXI: PROTECTION**

A. Teachers will be required to report immediately all cases of assault suffered by them in connection with their employment to the superintendent in writing.

B. The superintendent will comply with any reasonable request from the teacher for information "in the possession of the Revere Public Schools" relating to the incident and/or the persons involved. The superintendent will act in appropriate ways as liaison between the teacher, the police, and the courts.



C. If criminal or civil proceedings are brought against a teacher alleging that s/he committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceeding, if s/he requests such assistance. If a teacher desires to bring criminal proceedings in connection with his/her employment, the Committee will furnish legal counsel to represent him/her in such proceedings, when such legal counsel is required.

## **ARTICLE XXII: PERSONAL INJURY BENEFITS**

A. Teachers will be required to report all accidents suffered by them in connection with their employment to the appropriate authority within twenty-four (24) hours of said accidents.

B. 1. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, s/he will be paid his/her full salary (less the amount of any Workers Compensation award made for temporary disability due to said injury) for the period of such absence. The difference between the amount for Workers' Compensation and the teacher's full salary will ordinarily be charged to the teacher's annual or accumulated sick leave. However, if the absence is due to a physical assault upon the teacher by a student or students which requires that the teacher seek medical attention, the teacher will not be charged for sick leave.

2. However, the teacher may choose to accept only the Workers Compensation benefit and not to draw upon his/her annual and/or accumulated sick leave.

C. The Revere Public Schools will reimburse teachers for 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 their employment.

## **ARTICLE XXIII: INSURANCE AND ANNUITY PLAN**

A. 1. The Revere Public Schools will pay the maximum percentage adopted by the City of Revere of the cost of a \$5000 term life insurance plan and of single or family coverage (whichever applies in the individual case) for the most comprehensive Blue Cross/Blue Shield Insurance Plans available to employees of the Revere Public Schools under the provisions of Chapter 32B of the General Laws.

2. All retired teachers will be entitled to the same Blue Cross/Blue Shield and life insurance coverage available to teachers actively employed, if such is legally permissible.

3. The Employer's rate of contribution toward the premium expense of all HMOs (Health Maintenance Organizations) offered by the City shall be eighty percent (80%) and the employees' rate of contribution shall be twenty percent (20%). The contribution rates for PPOs (such as the Blue Cross Blue Choice plans) and other indemnity plans shall be seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by the employee.

B. Teachers will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

## **ARTICLE XXIV: TEXTBOOKS**

- A. The Revere Public Schools guarantees that it will provide sufficient textbooks or other authorized instruction materials to insure that each pupil in a classroom has instructional material for his/her own use.
- B. No new textbooks will be purchased without the recommendation of the professional personnel who will use said books. There will be a continuation of staff participation in the purchase of new textbooks.
- C. Three years after the implementation of a new textbook or program, the superintendent will form an evaluation team composed of the subject area director, two principals, and a representative from each school involved.

## **ARTICLE XXV: PAYROLL DEDUCTION**

- A. The Revere Public Schools agrees to deduct from the salaries of its employees dues for the Revere Teachers Association/Massachusetts Teachers Association/National Education Association and to transmit monies promptly to such Association(s). Teacher authorizations will be in writing on forms approved by both the Association and the payroll office.
- B. Teachers waive all right and claim for said monies so deducted and transmitted in accordance with the authorization, and relieve the Revere Public Schools and all of its officers from any liability therefore.
- C. Each of the Associations named in Section A above will certify to the Revere Public Schools in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give thirty (30) days written notice prior to the effective date of such change.
- D. Deductions of dues referred to in Section A above will be made in equal weekly installments until the full Amount of said dues has been deducted. The Revere Public Schools will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- E. Any teacher desiring to have the Revere Public Schools discontinue deduction that s/he has previously authorized must notify the office of the superintendent and the Association concerned in writing by September 15 of each year for that school year's dues.
- F. Within thirty (30) days of the execution of this Agreement, the School Committee will vote to accept the provisions of M.G.L. Ch. 190, Section 17I. Pursuant to that section an employee may authorize the Committee to deduct from his/her salary a contribution to Voice of Teachers for Education in the Amount of fifty cents (\$.50) per week which the employee will specify in writing. The Committee will certify on the payroll the Amount to be deducted by the Treasurer. Such amounts will be transmitted to the Massachusetts Teachers Association within thirty (30)

days of said deductions, along with a list of those contributing and the Amount each employee has contributed.

G. Agency Fee

1. In accordance with the provisions of the General Laws, Chapter 150E, Section 12 the Committee will deduct an agency fee from each teacher who so authorizes, who is not a member of the Association, as a condition of said teacher's continued employment in the Revere Public Schools.

2. Deductions will be made in equal weekly installments until the full amount certified by the Association treasurer has been deducted. The monies deducted will be transmitted to the Association as soon as is reasonably possible.

**ARTICLE XXVI: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Revere Public Schools will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the superintendent.

B. The Revere Public Schools agrees that each teacher participating in the development of new programs and in curriculum revision studies will be given in-service credits (up to a maximum of three) for each project.

C. In every school and on each floor of Revere Public Schools, there will be a professional development bulletin board maintained by the office staff. Posted on it will be information about educational workshops, conferences, conventions, seminars, etc. and other professional notices. Under no circumstances are notices of vacant and promotional positions to be placed on this bulletin board.

**ARTICLE XXVII: REDUCTION IN FORCE**

A. The Revere Public Schools retains the right to reduce the number of teachers on its staff. In determining the order in which the staff will be laid off within the separate groups of teachers with professional status, the superintendent will consider the following factors in laying off staff within a license area:

1. Seniority within a license area;
2. Relevant demonstrated educational needs of the Revere Public Schools.

B. In making lay-offs within a license area, the most junior person will be laid off except in the following situations:

1. If there is a conflict with the relevant demonstrated educational needs of the Revere Public Schools, then the superintendent need not lay off the most junior teacher within the license area; and/or,

2. If a teacher has received two (2) unfavorable final evaluation reports in separate years within the last five (5) year period, including the year of the notice of lay-off, then that teacher may be laid off instead of the most junior within the license area.

C. License areas and levels are those defined by the Massachusetts Department of Elementary and Secondary Education. For the purpose of determining seniority, all teachers will be assigned to the license area under which they are employed at the time of the lay-off.

#### D. Other Specifications

1. A teacher with professional status will not be laid off if there is a teacher without professional status whose position the teacher with professional status is licensed to fill.

2. Seniority means a teacher's length of continuous uninterrupted service in years, months, days, commencing with the first date of employment (not hiring) as a full-time teacher on a paid basis in the Revere Public Schools.

Any leave of absence as defined in Articles XVIII and XIX will be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service; and seniority will mean the total number of years, months and days preceding the leave, added to the total number of years, months, and days after resuming active duty after the leave of absence.

3. Any teacher who is a member of the bargaining unit, and who is then promoted into an administrative position, will have the right to return to an open position within the teachers' unit for a period of up to twenty-four (24) months from the effective date of the promotion; provided, however, that s/he gives notice to the superintendent by March 15 of the year prior to the school year in which the readmission is to take place. In such cases, the employee will relinquish any supplemental salary or stipends associated with the administrative position.

For the purpose of placement on the seniority list, said teacher will be credited with time accrued for service as a member of the bargaining unit as defined in Article I.

4. Notwithstanding any contrary provision of this Agreement, an administrator in the Revere Public Schools who is reduced from his/her administrator position may bump-back into the bargaining unit covered by this Agreement as long as the bump-back would not result in the layoff of a teacher with professional status covered by this Agreement.

An administrator who bumps back in accordance with the preceding paragraph will have his/her seniority (for all purposes of this Agreement) computed as the total in years, months and days of his/her service in positions covered by this Agreement. It is understood that such an individual will be permitted to receive the salary differential for his/her former administrator position that s/he was receiving as of the date of the bump-back for the period worked up to a

maximum of two (2) years after his/her re-entry into the collective bargaining unit covered by this Agreement.

5. Teachers who are to be laid off will under normal circumstances be notified in writing by June 15, but in no event later than July 15 of the school year preceding the school year in which the reduction is to be effected.

6. Teachers laid off under this paragraph will be considered for recall in the inverse order of their lay-off for a period of two (2) school years, ending on the first Monday of the school year that commences after the second anniversary of the effective date of their lay-off.

7. A teacher laid off and on recall will be given preference for an open position within any license area provided that the teacher is licensed in that area and provided the principal of the building in which there is an opening approves of the teacher's placement. If said teacher has not worked in the license area for at least one of the last three school years, s/he will be required to take one three- (3-) credit course in the license area in which s/he will be teaching within the first calendar year of his/her assignment to his/her license area.

8. Teachers laid off under this paragraph will be given priority on the substitute list during said recall period if they so indicate that wish in writing.

9. To the extent allowable under Federal and State law, teachers on lay-off may continue group health and life insurance coverage during the recall period but will be responsible for paying the full premium cost of that coverage without any contribution by the City. Failure to forward premium payments to the City Treasurer on a timely basis will terminate this option.

10. Failure to accept an offer of employment for any position within the Revere Public Schools will terminate membership on the recall list.

11. Teachers rehired after lay-off under this paragraph will be credited with such salary and fringe benefits as they were entitled to at the effective date of their lay-off.

12. A list specifying the date of employment of each member of the bargaining unit will be prepared by the Committee and forwarded to the Association within ninety (90) days following the execution of this Agreement. An updated "seniority list" will be supplied by the Committee annually thereafter.

## **ARTICLE XXVIII: PART TIME EMPLOYEES AND JOB SHARING**

### **A. Part-Time Employees**

The School Committee reserves the right to employ part-time teachers. Part-time teachers shall be employed to work schedules of four-tenths (.4) or less of a full-time teaching position at the applicable level.

### **Compensation**

A part-time teacher shall be paid a pro-rated salary equal to the percentage of the full-time schedule that s/he regularly works multiplied by the full-time salary s/he would have received had s/he been full-time. For example, a teacher working a .4 schedule who would be receiving \$70,000 a year if s/he were working full-time, would receive an annual salary of \$28,000 (.4 multiplied by \$70,000).

A part-time teacher shall receive a pro-rated share of longevity pay based on the above calculation.

A part-time teacher who holds National Board of Professional Teaching Standards certification shall be paid a pro-rated benefit based upon the above calculation.

### Step Progression

A teacher who has previously been assigned to a full-time schedule will, upon being assigned to a part-time schedule for the following school year, progress to the step to which s/he would have progressed if s/he had continued to be assigned to a full-time schedule. If a teacher is assigned to a part-time schedule for a second successive year, s/he will not progress but will remain at the same step as the previous year. If, however, the teacher is assigned to a full-time schedule after one year on a part-time schedule, the teacher shall progress to the next step as if s/he had been assigned to a full-time schedule for both years.

A teacher who is assigned to a part-time schedule for two (2) consecutive years will, upon the first day of the succeeding year, progress to the next step of the salary schedule. Thereafter, if s/he remains assigned for consecutive years to a part-time schedule, s/he will progress to the next step of the salary schedule each time s/he completes two (2) years of part-time service. If a teacher returns to a full-time schedule after completing three (3), five (5), or any other odd number of years of part-time service, that teacher will progress to the next step of the salary schedule on the ninety-second (92<sup>nd</sup>) day of the year that s/he is re-assigned to a full-time schedule.

The parties acknowledge that the above system of step progression applies to teachers who commence part-time employment on the first day of the school year and who are employed for the entire year on a part-time schedule. The parties agree to determine jointly the step progression for any teacher who is assigned to part-time employment after the first day of the school year and/or who is not employed for the entire year on a part-time schedule. The parties agree to discuss the step progression for any newly hired teacher who is assigned to a part-time schedule.

### Seniority

A part-time teacher will earn seniority on a pro-rated basis – based on the percentage of a full-time schedule s/he is regularly assigned to work. For example, a teacher working a .4 schedule for ten years will earn 4 years of seniority.

### Sick Leave and Personal Leave

A part-time teacher will earn sick leave and personal leave on a pro-rated basis as follows:

- a.) Part-time teachers who work a full week but with reduced hours each day will accrue sick leave and personal leave as a full-time employee, but a “day” is defined as the part-timer’s regular day of work. Thus, a part-time employee who is assigned to a .3 schedule will earn .45 of a day ( $1\frac{1}{2} \times .3$ ) per month (up to 4.5 days ( $10 \times .45$ ) of sick leave per year). S/he will be charged one “.3 day” of sick leave for each day that s/he is absent on sick leave. Upon return to a full-time schedule for a subsequent school year, her/his “.3 days” would be re-calculated as full days. For example, ten (10) “.3 days” would equal three (3) full days of sick leave.
- b.) Part-time teachers who work a full day (but only a partial week), will be credited with a pro-rated share of the sick days earned by a full-time employee. These part-time employees will earn exactly one personal day a year.

A part-time teacher will be permitted to draw upon his/her prior accumulated sick leave as follows:

- a.) Part-time teachers who work a full week but with reduced hours each day may use accrued sick leave and will be debited on a pro-rated basis based on their schedule of work. For example, an employee who works a .3 day will be debited .3 of a sick leave day when s/he uses sick days accrued as a full-time employee.
- b.) Part-time teachers who work a full day (but only a partial week) may use accrued sick leave and will be debited one full day of accrued sick leave for each full day of sick leave taken.

### Assignment to Part-Time Status

The Superintendent reserves the right to decide whether or not any teacher will be offered a part-time schedule. No teacher will be reduced to part-time involuntarily. Part-time positions shall not be used to diminish the number of full-time positions. The Superintendent’s decision to grant or deny a request by an employee for part-time status may not be grieved.

No assignment to part-time will be for more than one (1) full school year, though part-time positions may be renewed on a year-by-year basis with the agreement of the employee and the Superintendent.

Unless agreed-upon by the Association, the Superintendent may not exceed the following numbers of part-time positions:

one position at each elementary school and at Seacoast,

one position in each discipline at the Middle School level (district-wide)

one position in each discipline at Revere High School

For purposes of the above sentence, “disciplines” shall include:

- Math
- English
- Social Studies
- Science
- Foreign Languages
- Physical Education
- Technology
- ELL
- Guidance
- SPED
- Art
- Music

It is understood that the above limit on part-time positions is separate from the limit on job sharing positions provided, below.

#### **B. Job Sharing**

The Superintendent may authorize the sharing of a full-time teaching position by two (2) teachers. Unless a greater number is approved in advance by the Association, no more than one (1) full-time teaching position may be shared at any building. It is understood that the decision of whether to allow the sharing of any position (as well as who will be permitted to share that position) is reserved to the sole discretion of the Superintendent, whose decision shall not be subject to review under the Agreement’s grievance and arbitration procedures. Under no circumstances will the sharing of a position be approved if such sharing would result in the eligibility for group insurance benefits of more than one of the teachers who wish to share the position.

### **ARTICLE XXIX: GENERAL**

A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.

B. When it is necessary, pursuant to Article III (Grievance Procedure) for an Association representative, member of the Grievance Committee or Professional Negotiating Team, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, s/he will, upon notice to his/her principal or immediate superior and to the superintendent by the chairperson of the Grievance Committee or Professional Negotiating Team, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meeting, or



hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

C. Association building representatives will be given adequate time during the regular workday (other than during their regular teaching time) at a time approved by the building principal for the performance of Association business. It is expressly understood that said representatives are full-time teachers and that the right to perform Association work during the regular workday which is provided for in this section will be exercised no more frequently and no longer than necessary.

D. Teachers will be entitled to full rights of citizenship, and no political or religious activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

E. The Committee will provide the Association with an advance copy of the agenda, and any attached documents, for each official Committee meeting.

F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

G. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

H. The Committee agrees that current policy relating to wages and hours not otherwise changed by this Agreement, will remain in force, and further agrees that to the extent reasonably feasible, policies relating to working conditions will also continue in force.

I. Copies of this Agreement will be printed and distributed to all upon request. The Committee will pay 25% of the cost of printing the Agreement.

J. The Committee agrees that if it is practical under the City's ADP system, it will offer teachers a direct deposit system pursuant to which their paychecks would be directly deposited in their bank accounts at certain agreed-upon banks.

K. The Committee agrees that a teacher who is a resident of the City of Revere will be permitted to enroll her/his child at the school at which s/he teaches.

L. Upon the occurrence of a vacancy in a nursing position, the superintendent will consider any applicants for that position. If, however, the superintendent concludes that the interests of the Revere Public Schools would be best served by assigning to that vacancy a nurse who is directly employed by the Revere Department of Public Health, nothing in this Agreement shall preclude the Superintendent from filling that vacancy by the assignment of such non-bargaining unit nurse. Once assigned to such vacancy, the non-bargaining unit nurse may remain assigned to a position (or may be transferred to another nursing position within the Revere Public Schools) until s/he resigns or is removed by her/his direct employer. If and when such nurse is licensed, the

superintendent will consider her/his application for direct employment by the Revere Public Schools.

M. Effective September 2015, the position of the Association President shall have release time equivalent to at least one teaching block of 80 minutes for the purposes of Association business. This is a pilot program that will be evaluated annually for renewal and may be terminated by either party.

**ARTICLE XXX: DURATION**

This Agreement will become effective as of July 1, 2015, and will continue and remain in full force and effect until June 30, 2018. Either party may, by giving written notice to the other party no later than October 1, 2017, re-open this Agreement for negotiations for a successor Agreement to be effective July 1, 2018.

The terms and provisions of this Agreement may be modified and/or extended by mutual agreement. Such extension and/or modification will be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties set their hands and seals on the dates indicated below.

REVERE SCHOOL COMMITTEE

REVERE TEACHERS ASSOCIATION

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**APPENDIX A**  
**SALARY SCHEDULES**

**RPS RTA SALARY TABLE**

Effective Day 1 of 2015-2016 School Year

*2% Increase*

	BA	BA + 15	MA	MA+ 15	MA+ 30	MA+ 45	MA+ 60	CAGS	PHD/EDD
0	43,603	44,662	48,081	49,858	51,622	53,401	55,174	56,948	62,516
1	44,662	45,913	51,431	53,201	54,979	56,748	58,527	60,297	65,876
2	47,492	49,259	54,777	56,554	58,325	60,098	61,872	63,648	69,215
3	50,837	52,612	58,136	59,897	61,675	63,448	65,224	66,993	72,568
4	54,189	55,959	61,474	63,252	65,025	66,799	68,568	70,347	75,921
5	57,541	59,308	64,825	66,597	68,378	70,144	71,918	73,694	79,269
6	60,890	62,660	68,176	69,953	71,719	73,495	75,272	77,041	82,620
7	64,235	66,010	71,519	73,302	75,070	76,851	78,613	80,391	85,967
8	67,587	69,356	74,877	76,650	78,423	80,196	81,969	83,744	89,318
9	70,932	72,713	78,228	79,998	81,774	83,547	85,318	87,093	92,668

Longevity

15 Years:	1,099
20 Years:	1,673
25 Years:	3,100

30 Years:	4,100
35 Years:	5,100
40 Years:	5,300

**RPS RTA SALARY TABLE**

Effective Day 1 of 2016-2017 School Year

2% Increase

	BA	BA + 15	MA	MA+ 15	MA+ 30	MA+ 45	MA+ 60	CAGS	PHD/EDD
0	44,475	45,555	49,043	50,855	52,654	54,469	56,277	58,087	63,766
1	45,555	46,831	52,460	54,265	56,079	57,883	59,698	61,503	67,194
2	48,442	50,244	55,873	57,685	59,492	61,300	63,109	64,921	70,599
3	51,854	53,664	59,299	61,095	62,909	64,717	66,528	68,333	74,019
4	55,273	57,078	62,703	64,517	66,326	68,135	69,939	71,754	77,439
5	58,692	60,494	66,122	67,929	69,746	71,547	73,356	75,168	80,854
6	62,108	63,913	69,540	71,352	73,153	74,965	76,777	78,582	84,272
7	65,520	67,330	72,949	74,768	76,571	78,388	80,185	81,999	87,686
8	68,939	70,743	76,375	78,183	79,991	81,800	83,608	85,419	91,104
9	72,351	74,167	79,793	81,598	83,409	85,218	87,024	88,835	94,521

Longevity	15 Years:	1,099	30 Years:	4,100
	20 Years:	1,673	35 Years:	5,100
	25 Years:	3,100	40 Years:	5,300

**RPS RTA SALARY TABLE**

Effective Day 1 of 2017-2018 School Year

2% Increase

	BA	BA + 15	MA	MA+ 15	MA+ 30	MA+ 45	MA+ 60	CAGS	PHD/EDD
0	45,365	46,466	50,024	51,872	53,707	55,558	57,403	59,249	65,041
1	46,466	47,768	53,509	55,350	57,201	59,041	60,892	62,733	68,538
2	49,411	51,249	56,990	58,839	60,682	62,526	64,371	66,219	72,011
3	52,891	54,737	60,485	62,317	64,167	66,011	67,859	69,700	75,499
4	56,378	58,220	63,957	65,807	67,653	69,498	71,338	73,189	78,988
5	59,866	61,704	67,444	69,288	71,141	72,978	74,823	76,671	82,471
6	63,350	65,191	70,931	72,779	74,616	76,464	78,313	80,154	85,957
7	66,830	68,677	74,408	76,263	78,102	79,956	81,789	83,639	89,440
8	70,318	72,158	77,903	79,747	81,591	83,436	85,280	87,127	92,926
9	73,798	75,650	81,389	83,230	85,077	86,922	88,764	90,612	96,411

Longevity	15 Years:	1,099	30 Years:	4,100
	20 Years:	1,673	35 Years:	5,100
	25 Years:	3,100	40 Years:	5,300

## **Teacher Leadership Positions Stipend Schedule**

- (1) Any teacher employed on a full-time basis in the Revere Public Schools who obtains certification as a National Board Certified teacher from the National Board of Professional Teaching Standards will be paid an annual stipend of \$3,000. for any school year that the teacher both maintains his/her certification and teaches the entire year in the Revere Public Schools on a full-time basis. **In order to receive the stipend, National Board Certified teachers must participate in the organization and operation of our new teacher induction program held prior to the start of the school year, coordination of the Revere Public Schools mentoring program, as well as ongoing mentoring of National Board candidates.**
- (2) A teacher who has completed mentor training and who is assigned mentoring duties by the Superintendent for a particular school year will be paid an annual stipend of \$1,688. for any school year that he/she is so assigned. Assignment of a mentor will be made when in the judgment of the Superintendent there is not a National Board Certified Teacher available who would be appropriately assigned the mentoring responsibilities. Mentor assignments are for one (1) school year, although the Superintendent may, at his/her discretion, choose to re-assign a particular teacher for successive years. The Superintendent will consider a teacher's certification areas and proximity to the teacher to be mentored when determining who will be assigned to a mentoring opportunity.
- (3) A teacher assigned as a Lead Teacher, Reading First Coordinator, or as SPED Curriculum Coordinator for a particular school year will be paid a stipend of \$4,000. for any school year so assigned. Lead Teachers assist both administrators and teachers in regular academic tasks relating to the academic department and/or grade level to which the Lead Teacher is assigned. No teacher who has not completed Research for Better Teaching training will be eligible for assignment as a Lead Teacher. Lead Teacher assignments are for one (1) school year, although the Superintendent may at his/her discretion, choose to re-assign a particular teacher for successive years.
- (4) Effective for the 2012-13 school year, a nurse employed on a full-time basis in the Revere Public Schools who holds certification from the National Board for Certification of School Nurses will be paid an annual stipend of \$300 for any school year that the nurse both maintains that certification and works for an entire school year in the Revere Public Schools on a full-time basis.

DIFFERENTIAL SCHEDULE

POSITION

Director of Attendance 12,174.

Director of Evening School 4535

\*\*\*\*\*

It is agreed that the "Principal of Summer School" position will be listed in the School Committee's collective bargaining contract with the Revere Administrators Association. Members of the bargaining unit covered by the instant agreement are eligible to apply for said position.

\*\*\*\*\*

CHAPTER 766

If for any reason during the life of this Agreement, teachers are required to perform duties which go beyond the scope of their present assignments due to Chapter 766, then negotiations will immediately reopen and agreement shall be reached within ninety (90) days.

## **APPENDIX B**

### **EXTRA-CURRICULAR ACTIVITIES AND COMPENSATED NON-TEACHING DUTIES**

A. In the interest of non-interference with academic scheduling, all extra-curricular activities will be conducted either after or before the regular school hours.

B. Extra-curricular activities are defined as those clubs, student councils, sports, and other such activities which are not part of the regular curriculum. Compensated non-teaching duties are defined as those duties which are beyond the scope of the regular classroom duties (e.g., the distribution of textbooks and supplies).

C. All vacancies as defined in Section B caused by death, retirement, discharge, resignation, or the establishment of new extra-curricular activities will be filled pursuant to the following procedure:

1. Such vacancies will be advertised throughout the Revere Public Schools at least three (3) weeks prior to the date of appointment.
2. Said notice will clearly set forth the duties of the position and its rate of compensation.
3. Teachers who desire to apply for such vacancies will file their applications in writing with the office of the superintendent within the time limit specified in the notice.

#### **D. Qualifications**

1. Faculty supervisors for academic extra-curricular activities will be recommended according to:
  - a. academic background related to the activity;
  - b. relevance of the regular teaching assignment;
  - c. experience in the field;
  - d. years of service in the building in which the activity is to transpire and/or in the Revere Public Schools.
2. Faculty supervisors and coaches for athletic extra-curricular activities will be recommended according to:
  - a. background in the area;
  - b. skill (when such is necessary or desirable);
  - c. experience in the field;

d. years of service in the building in which the activity is to be held and/or in the Revere Public Schools.

e. the recommendation of a head coach (for his/her assistant).

All other things being equal, preference will be given to a teacher who is regularly employed in the Revere Public Schools.

3. Applications for compensated non-teaching positions will be recommended according to:

a. experience in the field;

b. years of service in the building and/or in the Revere Public Schools.

#### E. Recommendations

1. Recommendations for vacancies in academic extra-curricular activities and compensated non-teaching positions will be made by the principal of the building in which the activity is to transpire to the superintendent.

2. Recommendations for vacancies in athletic extra-curricular positions will be made by the principal to the superintendent.

#### F. Continuity of Service

1. Faculty supervisors and coaches for athletic extra-curricular activities will, at the termination of their contract, retain their positions unless the superintendent, on the recommendation of the principal, decides to readvertise the position.

2. After a coach has held the same extra-curricular athletic position for three (3) consecutive years, the position will be readvertised according to the procedure delineated above.

G. Faculty supervisors for academic extra-curricular activities will submit, through the principal of the building in which their activity transpires, to the superintendent, monthly reports indicating dates, times, and attendance at meetings of the activity.

H. No teacher will earn compensation for more than two (2) such positions (as defined in Section B) concurrently during any single year beginning September 1 and concluding August 31. Any teacher who has a regular assignment paying a salary differential may hold only one (1) such position as defined in Section B. This provision is meant to include summer school and evening school.

I. If, after a year's trial, interest in an extra-curricular activity seems inadequate, the superintendent, after meeting with all parties concerned, may determine that the activity should be discontinued at the end of the school year.

J. All those now receiving additional compensation for distribution of textbooks and supplies will remain at their present salary.



K. Teachers who are coaches or supervisors for extracurricular activities will be required to keep a log which they will submit to their director/principal at the conclusion of the activity. This log will include the time spent in preparation, as well as the number of meetings and the list of participants at each function.

SCHOOL	ACTIVITY		Eff	Eff.
			7/1/09	7/1/10
High School	Sr. Class Advisor	3376	3443	3477
	Senior Year Book	3376	3443	3477
	Newspaper	3376	3443	3477
	Junior Class Advisor	2087	2129	2150
	Sophomore Advisor	1965	2004	2024
	Freshman Advisor	1842	1879	1897
	Band	1842	1879	1897
	Dramatics/per production	1842	1879	1897
	Amnesty International	1229	1254	1266
	Asian App. Society	1229	1254	1266
	Art	1229	1254	1266
	Bell Choir	1229	1254	1266
	Chess	1229	1254	1266
	Environmental Awareness	1229	1254	1266
	Foreign Language	1229	1254	1266
	Interact	1229	1254	1266
	Investment Club	1229	1254	1266
	Literacy	1229	1254	1266
	Math Team	1229	1254	1266
	National Honor Society	1229	1254	1266
	Peer Leadership	1229	1254	1266
	RAD Rally	1229	1254	1266
	Safe Schools	1229	1254	1266
Science Club	1229	1254	1266	
Beachmont	(3) (Elem) Academic XC Activity	1229	1254	1266
	(3) (MS) Academic XC Activity	1229	1254	1266
Garfield	(3) (Elem) Academic XC Activity	1229	1254	1266
	(3) (MS) Academic XC Activity	1229	1254	1266
Lincoln	(4) (Elem) Academic XC Activity	1229	1254	1266
McKinley	(3) (Elem) Academic XC Activity	1229	1254	1266
Paul Revere	(3) (Elem) Academic XC Activity	1229	1254	1266
Rumney Marsh Acad.	(3) (MS) Academic XC Activity			1266
Seacoast	(3) (HS) Academic XC Activity			1266

Susan B. Anthony	(3) (MS) Academic XC Activity			1266
Whelan	(4) (Elem) Academic XC Activity	1229	1254	1266

NOTE: Principals, after consulting their staffs, will decide which academic extra-curricular activities are suitable for their schools.

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(6)	Great Body Shop Coordinators	274	279	282
(11)	504 Coordinators			500
(10)	Equity Coordinators	546	557	562
	Building-Based Support Teams			
	Chairperson	700	714	721
	Member	500	510	515

Teachers who are assigned by the superintendent for a particular school year to serve as mentors shall be paid a stipend of

1639                      1688

Supervision and Upkeep of Garfield Community Magnet                      4000                      4120  
School pool (including pool area)\*

\*The Association recognizes that the Superintendent retains the right to fill this position with an employee who is not a member of the RTA's bargaining unit or with a contractor. Thus, the Association acknowledges that the Superintendent need not follow the procedures set forth in this Appendix when filling the position. However, if the position is assigned to a member of the RTA bargaining unit, that person will be compensated as set forth, above.

## High School Athletics

Sport	Position		Eff	Eff.
			7/1/09	7/1/10
Football	Head Coach	5955	6074	6134
	Asst. Varsity Coach (3)	3376	3443	3477
	Freshman Coach	3376	3376	3477
Boys Cross Country	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Girls Cross Country	Head Coach	4297	4383	4426
Field Hockey	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Golf	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Cheerleaders	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Soccer Boys & Girls	Head Coach	4297	4383	4426
	Asst. Varsity Coach (3)	3376	3443	3477
	Freshman Coach	3376	3443	3477
Indoor Track Boys	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Indoor Track Girls	Head Coach	4297	4383	4426
Basketball Boys	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
	Freshman Coach	3376	3443	3477
Basketball Girls	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
	Freshman Coach	3376	3443	3477

Hockey	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Gymnastics				
Boys	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Gymnastics				
Girls	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Swimming	Head Coach	4297	4383	4426
Outdoor Track				
Boys	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Outdoor Track				
Girls	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
Baseball	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
	Freshman Coach	3376	3443	3477
Softball	Head Coach	4297	4383	4426
	Asst. Varsity Coach	3376	3443	3477
	Freshman Coach	3376	3443	3477
Tennis	Head Coach	4297	4383	4426
Girls				
Tennis	Head Coach	4297	4383	4426
Boys				
Trainer		4420	4508	4553
Equipment Manager		4420	4508	4553

**Middle School Athletics**

**FALL**

Cross Country		2000
Cross Country		2000

**WINTER**

Intramural Basketball	Rumney Marsh	1500
Intramural Basketball	Garfield	1500
Intramural Basketball	S.B. Anthony	1500

Boys' Basketball Traveling Team		2000
Girls' Basketball Traveling Team		2000

Hockey		2000
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**SPRING**

Intramural (co-ed) Volleyball	Rumney Marsh	1500
Intramural (co-ed) Volleyball	Garfield	1500
Intramural (co-ed) Volleyball	S.B. Anthony	1500

Swimming		2000
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Intramural Ultimate Frisbee	Rumney Marsh	1000
Intramural Ultimate Frisbee	Garfield	1000
Intramural Ultimate Frisbee	S.B. Anthony	1000

MS Athletic Coordinator		4297
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**STIPEND STUDY**

A joint subcommittee of not more than 7 administrators appointed by the Superintendent and 7 members of the RTA appointed by the President will continue to work on reviewing and making recommendations on the stipends listed in Appendices A & B. This subcommittee shall make recommendations to the Parties on or before February 1, 2016 for changes to those Appendices that will be effective July 1, 2016. Changes to stipends shall be subject to ratification by the Association membership and approval by the School Committee.

The joint subcommittee shall review and update the stipend lists annually.

<b><u>SPECIAL PROGRAMS</u></b>	Eff. 7/1/15	Eff. 7/1/16	Eff/ 7/1/17
Summer School	\$35.00	\$36.00	\$37.00
Tutoring	\$35.00	\$36.00	\$37.00
Evening School	\$35.00	\$36.00	\$37.00
Above rates apply to teachers who are Certified (and teaching in area of certification)			
Hourly Rate for Others	\$16.05		



**Revere Public Schools**  
**Contract Language for Teacher Evaluation**  
**Edited for 2015-2016 School Year**



**This document, developed in collaboration between the Revere Teachers' Association and the Revere Public Schools, governs evaluation of all members of the Revere Teachers Association. It is based on the Massachusetts Department of Elementary and Secondary Education's Model Collective Bargaining Contract Language with slight changes which are outlined below.**

Differences between this agreement and the DESE Model Contract Language:

- 1) Section 2.G.iv: "30 calendar" changed to "60 school"
- 2) Section 11.A.ii: "within 3-5 days" changed to "within 3 days"; "in person, by email, placed in the Educator's mailbox or mailed to the Educator's home" changed to "electronically through the RPS on-line Evaluation Management System"
- 3) Section 20: Due dates changed to reflect district cycles. **Updated July 22, 2015.**
- 4) Throughout: Changes to indicate exchanges of information and materials will occur through the RPS on-line Evaluation Management System. The parties agree that in some situations and with mutual agreement between the educator and the evaluator, an evaluator may receive hard copies of evidence from an educator as opposed to having it uploaded to the on-line system.
- 5) Section 2: Definitions of evaluator roles changed to match RPS system.

\*The parties agree to review the contract language annually to determine any necessary changes.

1) **Purpose of Educator Evaluation**

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

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall



performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 60 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or secondary responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the SMART Goals, and determining the Educator's performance ratings and evaluations.
  - ii) **Secondary Evaluator** shall be any other person(s) who supervises the educator and who makes recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.
  - 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 expected by July 2012.
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. 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.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

- U) **\*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.
- V) **\*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.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **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)

- Z) **\*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
- AA) **\*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.
- BB) **\*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.
- CC) **\*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.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> 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 1<sup>st</sup> 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. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) **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.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, 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. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

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

- A) The Educator whose overall rating is 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 one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan 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, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
  - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3 school days of the observation. The written feedback shall be delivered to the Educator electronically through the RPS on-line Evaluation Management System.
  - 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 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
    - (1st) Describe the basis for the Evaluator's judgment.
    - (2nd) Describe actions the Educator should take to improve his/her performance.
    - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
    - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- 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 one week 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 it to the Educator. All Formative Assessment reports must be signed by the Evaluator.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two 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 one week before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide it to the Educator. All Formative Evaluation reports must be signed by the Evaluator.
- 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 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by dates indicated in section 20 below.
- 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 one week 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 evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator by the date indicated in Section 20.
- J) The Evaluator will meet with the Educator to discuss the summative evaluation by the date indicated in Section 20 below.
- K) 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.
- L) The Educator shall sign the final Summative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be maintained as part of the Educator's personnel file.

15) **Educator Plans – General**

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

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

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

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

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

- A) A Two-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.

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

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

<b>Activity:</b>	<b>Completed By:</b>
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 related to the completion of SMART Goals and identified areas of need within the teacher evaluation rubric to the online evaluation site* at least one week before Formative Assessment Meeting date established by Evaluator.	<i>Varies</i>
Evaluator should complete draft mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans, then meet with the educator to discuss the report, then finalize the report	<i>Sunday before return from February Vacation</i>
Educator submits evidence related to the completion of SMART Goals and identified areas of need within the teacher evaluation rubric to the online evaluation site* at least one week before Formative Evaluation Meeting date established by Evaluator.	<i>Varies</i>
Evaluator completes draft Summative Evaluation Report	
Evaluator meets with Educators to discuss the report, then finalizes the report	First Friday in June
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	<i>Varies</i>

**\*See note #4 on cover page about alternative means to submit evidence.**



**Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes draft Formative Evaluation Report , then meet with the educator to discuss the report, then finalize the report	<i>Sunday before return from April Vacation</i>
Evaluator completes draft Summative Evaluation Report, then meet with the educator to discuss the report, then finalize the report	<i>First Friday in June in Year 2</i>
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	Varies

**A) Educators on Plans of Less than One Year**

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

**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the 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, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

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

**23. Using Student feedback in Educator Evaluation**

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

**24. Using Staff feedback in Educator Evaluation**

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

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that 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.
- C) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- D) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.