

**AGREEMENT BETWEEN
THE
ROCKPORT SCHOOL COMMITTEE
AND THE
ROCKPORT TEACHERS ASSOCIATION**

September 1, 2015-August 31, 2018

This Agreement is made and entered into by
and between the Rockport School Committee
(hereinafter referred to as the "Committee")
and the Rockport Teachers Association
(hereinafter referred to as the "Association").

TABLE OF CONTENTS

ARTICLE I	RECOGNITION1	1
ARTICLE II	SCHOOL COMMITTEE RIGHTS1	1
ARTICLE III	GRIEVANCE PROCEDURE1	1
	A. Definition1	1
	B. Purpose1	1
	C. Procedure1	1
	D. Rights of Teachers to Representation3	3
	E. Miscellaneous3	3
ARTICLE IV	TEACHING HOURS AND TEACHING LOAD3-5	3-5
ARTICLE V	NON-TEACHING DUTIES5-6	5-6
ARTICLE VI	TEACHER EMPLOYMENT6	6
ARTICLE VII	TEACHER ASSIGNMENT6-7	6-7
ARTICLE VIII	VACANCIES AND PROMOTIONS7	7
ARTICLE IX	TEACHER TRANSFERS7	7
	A. Voluntary Transfers7-8	7-8
	B. Involuntary Transfers8	8
ARTICLE X	TEACHER FACILITIES8-9	8-9
ARTICLE XI	USE OF SCHOOL FACILITIES9	9
ARTICLE XII	TEACHER RIGHTS9-10	9-10
ARTICLE XIII	REDUCTIONS IN FORCE10-13	10-13
ARTICLE XIV	TEMPORARY LEAVES OF ABSENCE13-14	13-14
ARTICLE XV	SICK LEAVE BANK14-15	14-15
ARTICLE XVI	EXTENDED LEAVES OF ABSENCE15-17	15-17
ARTICLE XVII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT17-18	17-18
ARTICLE XVIII	PROTECTION18	18
ARTICLE XIX	DUES DEDUCTION18	18
ARTICLE XX	GENERAL18-20	18-20
ARTICLE XXI	CORI AND FINGERPRINTING20	20
ARTICLE XXII	SALARIES20-22	20-22
ARTICLE XXIII	RETIREMENT SERVICE INCREASE22	22
ARTICLE XXIV	SERVICE INCREASE/LONGEVITY22	22
ARTICLE XXV	BENEFITS23	23
ARTICLE XXVI	DURATION AND MISC.23	23
APPENDIX A	SALARY & STIPENDS24-31	24-31
APPENDIX B	CONTRACT FOR NON-PROFESSIONAL STATUS32	32
	CONTRACT FOR PROFESSIONAL STATUS33	33
APPENDIX C	WAIVER FORM34	34
APPENDIX D	DUES DEDUCTION FORM35	35
APPENDIX E	DRUG-FREE WORKPLACE POLICY36	36
APPENDIX F	CREDIT FOR IN-SERVICE ACTIVITIES37-38	37-38
APPENDIX G	EVALUATION DOCUMENT/S39-54	39-54

Article I RECOGNITION

1. The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of Unit A consisting of all counselors and professional teaching employees, and nurses of the Rockport School System, but excluding the Superintendent, High School/Middle School Principal, Elementary School Principal, **RES and RMS/HS Assistant Principal/Curriculum Directors, RMS/HS Assistant Principal** and the Director of Student Services.
2. The employees in Unit A will be hereinafter referred to as the "Teacher."
3. Unless another employee organization shall have been designated as the exclusive representative of the teachers, the Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association as the representative of the teachers for the purposes specified in Section 1.

Article II SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such right, power or duty is specifically limited by this Agreement, nor shall any outside action be binding upon the Committee except as covered in the grievance procedure, as stated in Article III of this Agreement.

Article III GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is defined as a complaint by a teacher or group of teachers, that as to the complainant, there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. "Days" shall mean school days. In the event that a grievance is in process when school closes in June, the time limits set forth in this Article shall be based on calendar days rather than on school days. Said calendar days shall begin with the first day after the official closing day in June.

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. All decisions will be rendered in writing, setting forth the decision and the reasons thereof, and will be transmitted promptly to all parties in interest.
3. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the proceedings.
4. The grievant will present at each level of the grievance procedure a written statement which shall include an explanation of the grievance and reference to provisions of the Agreement being grieved.
5. A grievance must be filed within twenty-five (25) school days after the individual knew or reasonably should have known of the act or condition on which the grievance is based.
6. The grievance shall be processed as follows:
Prior to filing a formal grievance, the grievant will discuss the question informally with his/her immediate superior (Director or Principal), and if the matter is not resolved within three (3) school days, the individual may proceed to Level One.

Level One If the grievance is not resolved, the Association may file the grievance in writing with the Principal within five (5) school days after the decision at the discussion level. Within five (5) school days after submission of the grievance, the Principal will meet with the grievant and the Association to discuss the grievance. The Principal will render his/her written decision within five (5) school days of the conclusion of the meeting. Where there is no Principal or where the Principal was involved prior to Level One, the Association shall submit the grievance to the Superintendent pursuant to Level Two rather than proceed through Level One.

Level Two If the grievance is not resolved, the Association may submit the written grievance to the Superintendent within five (5) school days after the decision at Level One. Within five (5) school days after the submission of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and the Association to discuss the grievance. The Superintendent (or his/her designee) shall, within five (5) school days of the conclusion of the meeting, render his/her decision in writing to the grievant and the Association.

Level Three If the grievance is not resolved at Level Two, the Association may, within five (5) school days after the decision at Level Two, submit the written grievance to the Committee. Within fifteen (15) school days after submission of the grievance to the Committee, the Committee (or designated members thereof) shall meet with the grievant and the Association to discuss the grievance. The Committee shall render its decision in writing to the grievant and the Association within five (5) school days of the conclusion of the meeting.

Level Four (a) If the grievance is not resolved, the Association may, within thirty (30) school days after the decision of the Committee is due at Level Three, file a written demand for arbitration of the grievance with the American Arbitration Association (AAA), in accordance with its rules and regulations. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association. If the Association and the Committee agree upon a mutually acceptable arbitrator, the name of the arbitrator shall be transmitted to the AAA once the demand has been filed and the AAA will arrange for the arbitrator to serve. If the mutually chosen arbitrator is unable to serve, the AAA will provide list(s) of suggested arbitrators in accordance with established procedure.

Level Four (b) The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings promptly. 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 arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, or would later add to, or detract from, or modify the terms of this Agreement. The decision of the arbitrator, if within his/her jurisdiction, shall 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.

Level Four (c) Either party, if it so chooses, may exercise its rights under Chapter 150C.

Level Four (d) Each party shall bear the expense arising from the preparation of its own case. The fees and expenses, if any, of the arbitrator and the American Arbitration Association shall be borne equally by the Association and the Committee.

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 school representative, any member of the Association or any 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 he/she may not be represented by an officer or representative of any teacher organization other than the Association.
3. Nothing in this Agreement shall prevent any such employee from individually presenting his/her own grievance. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, shall be consistent with the provisions of this Agreement. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views of the grievance procedure. The Association shall receive copies of all grievance correspondence including the statement of resolution of any grievance not processed by the Association.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Professional Rights and Responsibilities (PR&R) Committee of the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at **Level Two**
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Article IV TEACHING HOURS AND TEACHING LOAD

A. 1. The starting and dismissal times for students will be established by the Committee. Additional increases in the length of the school day will be made only if mandated by the State Law or regulations issued pursuant thereto, or until after agreement with the Association.

2. Teachers will be at their stations before and after school, a total of twenty (20) minutes per day. The scheduling of the time will be determined by the Principal at each school.

3. Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact schedule will be worked out on an individual basis

4. The Elementary nurse generally shall work from 8:30 am to 3:00 pm. The afternoon end time may be adjusted by the Principal to fit the needs of the afternoon programming. The middle school/high school nurse shall work from 7:35 am to 2:10 pm. with twenty (20) minutes scheduled prior to or after the student day.

B. 1. The work year of teachers will begin the Monday before Labor Day. The Friday before Labor Day will not be a scheduled work day. The school year will end no later than June 30.

2. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days and workshop days.

3. The work year of teachers shall be as follows: There will be one hundred eighty (180) student days and one hundred eighty three (183) teacher work days. The calendar shall include a scheduled half-day before Thanksgiving and a half-day on the day before the Christmas Day vacation break. -Students will attend one half (1/2) day on their last day of school year. Three (3) professional development days may be scheduled during the period encompassed by the school year.

C. 1. Teachers may be required to remain after the end of the regular work day. The length of the work day shall be commensurate with the duties and responsibilities of the position. When meetings are to be scheduled before and/or after the end of the regular work day, teachers will, whenever possible, be notified of the meeting at least two (2) school days in advance of the meeting. Except in unusual circumstances, teachers will not be required to attend more than three (3) after school meetings per month. Total meeting time attended by a teacher shall not exceed forty (40) hours per year. No such meeting shall exceed two (2) hours in length beyond the end of the school day. The content of the meeting shall be at the discretion of the building principal but teachers will be able to place building-related issues on the agenda. The purpose of the meetings shall be to share building-based information and discuss school-related issues. **Only one meeting per month can be used to share building-based information and school-related issues. The two additional monthly meetings will be teacher work time for departmental or grade level work, such as curriculum writing, data analysis and the creation or revision of assessments, or other worthy professional development options.** Meeting time is not to be used for extending the school to parents or for parent-teacher conferences without the written consent of the RTA.

2. Teachers may be required to work up to three (3) evenings per year for the purpose of extending the school to parents. No evening shall be used for any internal business such as teacher workshops or curriculum development.

D. 1. Teachers will have a duty free lunch period of at least thirty (30) minutes. **Each nurse will be scheduled a duty free lunch period of thirty (30) minutes. The administration agrees not to intrude on this time. The nurse, however, understands that he/she must respond to emergencies in the building. In the event the nurse loses all or a portion of the identified lunch period, compensatory time will be provided.**

2. Middle school and high school classroom teachers will have in addition to their lunch period (except in the case of the most extreme scheduling difficulties) one preparation period (or its equivalent in a modular schedule) per day. A teacher's preparation time in one cycle will be at least equal to one-fifth (1/5) of his/her teaching time in one cycle.

3. There will be a fifteen (15) minute recess period each morning in the elementary school. Each elementary school teacher will be off duty for such recess duty every day.

4. The Committee recognizes that there **is a need for professional growth and development.** On the recommendation of the Superintendent, the Committee will set aside regularly scheduled 1/2 and/or full day(s) for the purpose of in-service workshops.

5. The parties recognize the need for teacher preparation time at the elementary level. Every effort will be made to ensure that teachers have an average of two hundred twenty (220) minutes of preparation time per week, exclusive of recess.

6. Elementary teachers will not be required to hold meetings during their grade's lunch period. If the teachers agree to meet for a grade level meeting during lunch, **during their established preparation period**, or before or after school, teachers will be granted compensatory preparation time during the same week.

E. Teacher-pupil ratios are determined by the type of program, frequency of meetings, and purpose of instructional unit. Ratios will be considered on each level by the Superintendent and if excessive, assistants will be provided.

F. The Athletic Director shall not be required to teach more than three (3) periods.

G. A teacher's participation in extracurricular activities outside the major area of concentration will be voluntary. Teachers will be compensated for participation in major extracurricular activities in accordance with the provisions of Appendix A of this Agreement.

H. Class advisors will be responsible for their class activities.

I. Any teacher being used to cover other classes or duties during his/her preparation period will be paid at the rate of \$25 per period or portion thereof. Any teacher who takes any scheduled class or portion thereof will be compensated at the rate of \$25 per class or portion thereof. Study

hall teachers shall not be compensated for up to a maximum of twenty-five (25) students

J. Secondary school teachers shall not teach more than five (5) courses that meet on a daily basis or the equivalent number of periods in courses that do not meet daily (e.g., 30 classes per six (6) day cycle), except, however:

1. These teachers may be assigned an additional period per day for student supervision or for other duties but in no event shall a teacher be deprived of his/her guaranteed daily lunch nor (except in the case of the most extreme scheduling difficulties) preparation periods.
2. Teachers who teach five (5) courses on a daily basis and have a minimum of three (3) courses that have an additional period such as "lab" periods - shall not be assigned to extra duty periods.

3. The RTA president will not be assigned duties

K. In special circumstances, due to time restrictions for certain child care facilities, the Superintendent may recommend to the Committee that a teacher may be granted a waiver of Article IV.A.2. Approval of such a request will depend upon the circumstances of each case. Written notice of such approval will be forwarded simultaneously to the Association.

- L.**
1. Any teacher who chaperones a school-sponsored overnight field trip is entitled to receive a \$50 tuition voucher for each night of the trip.
 2. Upon completion of an overnight trip, each teacher needs to fill out the Overnight Field Trip Tuition Voucher form and submit it to his or her principal by the end of the school year in which the trip took place. Once signed by the principal, the form will be placed in the teacher's personnel file in the Superintendent's office.
 3. Teachers have five years from the date the form was signed by the principal to take a course and submit proof of payment and grade for the course to the Superintendent's office. Once all paperwork has been received, the teacher will receive reimbursement.
 4. Vouchers may be used to cover the remaining tuition costs that are not completely covered when a teacher applies for reimbursement for courses from the \$13,000 provided by the school committee to the RTA under Article XVIII, Section F of the collective bargaining agreement. Vouchers may also be used to cover the remaining tuition resulting from partial reimbursement from any other source.
- M.**
1. The High School Guidance Director stipend will increase to **\$11847** plus negotiated increases, and the work year will consist of 200 days. **The High School Guidance Director will oversee the 6-12 guidance program that will entail no added time commitment or additional responsibilities beyond the present duties of the position.**
 2. The Middle School Guidance Counselor will receive a stipend of **\$1110** which will cover up to ten (10) additional evening meetings.
 3. **The High School Guidance Counselor will receive a stipend of \$3500 for the 2015-2016 school year which will cover up to ten (10) additional days. Increases in the stipend amount thereafter will be according to the stipend positions list in Appendix A.**

Article V NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's prime responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A.** Teachers will not be required to perform the following duties:
1. Health services, such as administering eye or ear examinations and weighing and measuring pupils **with the exception of the school nurses who will perform these services as part of their regular job responsibilities.**

2. Although teachers may be required to collect and transmit money, they will not be required to tabulate or account for such money, and collections will be kept to a minimum.
- B.** Teachers will not be required to drive pupils to activities, which take place away from the school building, but they may do so voluntarily.
1. If the activity is associated with the school program, the Superintendent's approval will be required. **The teacher will complete the District form and will attach a copy of his/her automobile insurance binder. Upon approval, the Superintendent will sign the form and return the form to the teacher.**
 - a. In such event, the teacher will be relieved of personal liability covered by the district insurance policy, for any accident which may occur.
 - b. Teachers who use their own vehicles for such approved trips will be reimbursed for such use. Reimbursement will be based on the mileage fee currently used in the school system.
 2. The school department will not be responsible for the unauthorized transportation of pupils.
- C.** The Committee, **shall, except in a severe budget crises that would result in the reduction in force of teaching staff**, provide a minimum of three (3) full-time teacher aides (clerks) for the exclusive use of teachers. One clerk shall be assigned to each level:
1. the elementary school
 2. the middle school
 3. the high school

If a clerk or clerks are reduced, then the remaining clerks will divide their time equally amongst the three buildings. Once the budget crises that resulted in the reduction in the clerk positions subsides then the full number of clerks will be restored.

D. Teachers, **with the exception of the school nurses and the RTA president**, will be assigned to cafeteria duty on an equitable basis within each level (high school, middle school, and elementary school).

Article VI TEACHER EMPLOYMENT

- A.** Full credit will be given for at least six years previous public school teaching experience. **For school nurses, full credit will be given for at least six (6) years previous public school nurse experience.**
- B.** Additional credit, not to exceed three (3) years for military experience interrupting a teacher's career, may be given upon initial employment.
- C.** Any member of the bargaining unit who intends to resign his/her position shall notify the Committee in writing of his/her intent at least thirty (30) days prior to the date of resignation.

Article VII TEACHER ASSIGNMENT

- A.** Elementary teachers will be notified by June 30, if their assignment to a grade or building is to change for the next school year. Secondary school teachers will be notified in writing not later than June 30, of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have. Changes may be made after that date by mutual agreement. This procedure is subject to change in emergency situations.
- 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 activity. Teachers who are assigned to teach not more than 20% in an area in which they are not certified shall not be required to get certification in this area.
- C.** To the extent possible, changes in grade assignment in the elementary schools and

in subject assignment in the secondary schools will be voluntary.

D. Teachers with duties in more than one building during a school day, whose schedule cannot be established in the spring, will work out their schedule as soon as possible in the fall. This will be done in cooperation with the building principals and will be subject to final approval by the Superintendent. Teachers who are assigned to more than one school in any one day will receive ample time for all travel done by them.

Article VIII VACANCIES AND PROMOTIONS

A. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the summer months, notices of vacancies will be placed on the Rockport School Committee's website. An employee who wishes to receive said notices by mail shall leave self-addressed envelopes with the Superintendent's office prior to the end of the school year. In both situations, the qualifications for the position, its duties and the rate of compensation, will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools or the giving of notification to the Association, except in the situation where the Superintendent shall determine an emergency exists at which time he/she may waive the ten (10) days to a twenty-four (24) hour notification period of vacancy. The decision of the Superintendent in determining an emergency shall be subject to Article III, the grievance procedure.

B. All qualified teachers will be given adequate opportunity to make application for such positions, and all Rockport teachers who apply and are certified for the position will be granted an interview. The Principal and/or Superintendent agree to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The right and obligation of the Principal and/or Superintendent under the law to fill vacancies according to its best judgment and consistent with the terms and conditions of the statutes of the Commonwealth, are hereby reaffirmed.

C. In filling summer school and evening school positions, the best qualified available individuals will be employed. In situations where a Rockport teacher is equally well qualified, he/she will be given preference.

D. Whenever a new position is created the Committee shall notify the Association and will, upon request, discuss whether the position is appropriate to Unit A within fourteen (14) days after said request of the Association.

Article IX TEACHER TRANSFERS

All qualified teachers will be given adequate opportunity to make applications for transfers. All Rockport teachers who apply and are certified for such positions will be granted an interview, and shall have first consideration over outside applicants. In the event that a Rockport teacher is not selected for the position, the Rockport teacher has the right to request written reasons for the denial of the transfer based upon criteria in Section A. from the Superintendent.

A. Voluntary Transfers

A teacher may apply for a transfer to any vacant position for which s/he is certified. No such application will be arbitrarily or capriciously denied. A transfer is a change in school, grade level, subject matter or department classification. **The Superintendent will consider the following criteria in determining selection for teacher transfer:**

1. **Proven performance by the teacher of his/her duties and responsibilities;**
2. **The need for curriculum programming;**
3. **Total contribution throughout the teacher's career to the Rockport Public Schools and the needs of its students;**
4. **Professional growth of the teacher;**
5. **Seniority;**
6. **Overall teaching experience;**
7. **If two or more teachers are considered approximately equal in view of criteria #1 through #6, any tie will be resolved by lottery.**

B. Involuntary Transfers

1. When no teacher has applied for a vacancy, and the Superintendent determines that it is necessary to fill the vacancy by involuntary transfer, s/he shall first seek volunteers from among those teachers who hold certification(s) for the open position(s). The Superintendent may only transfer teachers involuntarily to meet the instructional requirements of the school system in the event of either 1) declining or shifting enrollment; 2) a reduction in state or local aid which results in less than a level funded budget; 3) a reduction in state or local aid which results in a level funded budget from one fiscal year to the next fiscal year; 4) unexpected, major budgetary constraints which arise during a fiscal year and provided further that the layoff and recall provisions of Article XIII have been followed or 5) In the judgment of the Superintendent the needs of the students require an alternative staffing arrangement that cannot be met by another staff member.

2. If there are no volunteers, transfers shall be made involuntarily. Such transfers shall be to a position(s), when and if feasible, as comparable as the circumstances permit in grade level and/or subject area to the transferring teacher's current position. The Committee and the administration will provide assistance to help the transferred teacher(s) adjust to his/her new area. Such assistance may include, but not be limited to, providing the teacher(s) with a mentor. When and if positions become available, a transferred teacher(s) shall be given first consideration to a teaching position in his/her former grade or department/classification unless another teacher is more qualified for the position than the transferred teacher(s). The transferred teacher(s) has the right to request written reasons for the denial of the transfer based upon the criteria in Section A., from the Superintendent. The transfer will become effective at the start of the next school year, or sooner, at the discretion of the Superintendent.

Article X TEACHER FACILITIES

Where practicable without substantial expenditures, or remodeling which would reduce instructional areas, each school now in use will be equipped with the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid the preparation of instructional materials;
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge, **with a working refrigerator.** Said room will be in addition, if possible, to the aforementioned teacher work area;
4. A serviceable desk and chair for the teacher in each classroom;
5. A communication system so that teachers can communicate with the main building office from their classroom;
6. A well-lighted and clean male teacher rest room and clean well-lighted female teacher rest room;

7. **There will be a separate, private dining area for the exclusive use of teachers at each building level, elementary, middle, and high schools.** At the elementary level, the lounge shall be designated as the area for exclusive use. When educational personnel from outside the district are in the building, administrative personnel may request permission to enter the lounge to meet the teachers;
8. **Dedicated** parking facilities for teacher parking at each school.

Article XI USE OF SCHOOL FACILITIES

- A. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The Association assumes responsibilities for damage or cost, which can be proven to be directly attributed to use by the Association.
- B. There will be one (1) bulletin board in each building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other Association material.
- C. School will be open to teachers from 7:00 AM until 5:00 PM on a regular school day.

Article XII TEACHER RIGHTS

1. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding a teacher. Such action will be done privately except as hereinafter provided. When a teacher is to be disciplined by any member of the administration, the teacher, upon request, shall be entitled to have an Association representative present. In the event that the substance or fact of the discipline is to be placed in the teacher's file, it shall not be placed in the teacher's file until the teacher has had an opportunity to review the material and attach to the material any pertinent comments he/she desires to make.
2. Any complaint which a member of the Administration regards as having substance concerning a teacher by any parent, student, or other person will be called to the attention of the teacher, and said teacher shall have the opportunity to present his/her point of view, prior to the imposition of administrative discipline or inclusion in the teacher's personnel file.
3. **Any material that contains negative statements or implications, pertaining to a teacher originating after original employment, shall not be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the grievance is upheld, the material shall be corrected or expunged from the file.**
4. **Teachers have a right to examine and to copy their own personnel file in accordance with the requirements of Chapter 71, Section 42c of the General Laws of Massachusetts. Teachers may have rebuttal statements placed in their folder.**
5. There will be no reprisals taken against any teacher by reason of his/her membership or non-membership in the Association or participation or lack thereof in its activities.
6. Teachers will be entitled to full rights of citizenship and no out of school religious or political 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.

7. No teacher shall receive adverse comments orally from any supervisor in the presence of pupils unless there is a threat to their health or safety.
8. Whenever any teacher is required to appear before the Committee concerning any matter which could adversely affect the continuation of that teacher in his/her office or position, employment, salary or increments, he/she shall be notified of the meeting or interview at least seventy-two (72) hours in advance of the scheduled appearance and shall be entitled to have an agent or representative of the Association present to advise and represent him/her during such proceeding. The Committee shall be given forty-eight (48) hours notice if the teacher is going to be represented by an agent or representative other than one from the local Association.
9.
 - a. No professional status teacher covered by this Agreement shall be dismissed, demoted or reduced in salary except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Sections 42, 42A and 43, which are hereby incorporated by reference and made a part hereof. No claim that the dismissal, demotion or reduction in salary of any professional status teacher covered by this Agreement is in violation of the said statutory provisions shall be subject to the grievance and arbitration provisions of this Agreement.
 - b. In conformity with the law, the Committee shall possess the exclusive discretion over the employment and retention or non-retention of the service of any non-professional status teacher covered by this Agreement. Any exercise of said discretion shall not be subject to the grievance and arbitration provisions of this Agreement.
 - c. Except for the matter covered by the provisions of Section B.7.a. and b. of this Article, no employee will be disciplined, suspended or denied increment increases without just cause.

Article XIII REDUCTIONS IN FORCE (RIF)

A. Should the Committee decide to reduce the number of positions in the bargaining unit, such reduction shall be consistent with the General Laws and this Agreement;

B. In the event that it becomes necessary to reduce the number of employees included in the bargaining unit the following order and procedure will be used to effect such layoffs:

1. To the extent possible, normal attrition will be used first; that is teachers who resign, retire or who otherwise terminate employment shall not be replaced.
2. If further reductions are necessary, they will be made next among those teachers who have not attained professional status in the departments and/or classifications to be reduced.
3. **This Section 3 shall be effective up to and through August 31, 2016. The Association and the Committee recognize that under certain circumstances it may become necessary to lay off a member of the bargaining unit. In the event that further reductions will result in the layoff of a professional status teacher within a department or classification, seniority will determine the order of layoff.**

Effective September 1, 2016 Section 3 shall read as follows:

The Association and the Committee recognize that under certain circumstances it may become necessary to lay off a member of the bargaining unit. In the event a teacher with professional teacher status is to be reduced due to a reduction in force,

the following factors shall be considered by the Superintendent in determining who among teachers with professional teacher status within a department or classifications is to be reduced: license, the nature and diversity of the license, educational background, professional development, job performance, the needs of the school system and length of service in the system. Where among teachers with professional teacher status the other foregoing factors are approximately equal, seniority shall be the determining factor.

In the event that Paragraph 7 of MGL Chapter 71 Section 42 as modified by the Legislature in 2012 is revoked or otherwise modified then the original Section 3 shall be in effect.

- 4. If a professional status teacher loses his/her position within a department/ classification, the teacher may displace a less qualified (as per the criteria in #3 above) professional status teacher in another department/classification provided the teacher is certified in the area.** However, if the certification was earned prior to 1983, the teacher must take five (5) three (3) credit courses in the new area of teaching. "New area" is defined as content subject area in which a teacher is certified but has not actively taught in the five years previous to the displacement. Course credits in the new area which are earned since certification but prior to the displacement will be counted toward the fifteen (15) credit requirement. Reimbursement for all courses will be made in accordance with Article XVII. The fifteen (15) course credits must be earned within three (3) years of the effective date of the new area assignment.
- C.
1. Seniority is defined as the length of continuous employment measured from the first date for which compensation was received in a bargaining unit position, including time spent on paid leaves of absence. Seniority for part-time members hired on or after the first work day of the 2007-2008 school year, will be computed based upon their percentage of teaching time to a full-time equivalent. Full credit will be given for part-time service for members employed prior to the 2007-2008 school year. Teachers on unpaid leaves of absence shall not accrue time towards seniority while on such leave. An unpaid leave of absence shall not break continuity of employment for seniority. However, should an individual resign from the school system, seniority shall be lost. In the event such individual re-enters the bargaining unit, seniority shall be determined as provided above.
 2. In the event that two (2) professional status members have identical seniority, the following criteria shall be applied in order of appearance until the tie is broken: a) date of appointment by the Committee; b) comparison of current educational credits which could determine horizontal placement on the salary scale (e.g. a Master + 30 teacher has more seniority than a Master + 15 teacher); c) step at which the individual was hired (e.g. a teacher hired at Step 6 of the teachers' salary schedule is more senior than a teacher hired at Step 5 of the teachers' salary schedule).
- D.
- Each department and/or classification listed below shall constitute a separate unit for purposes of staff layoff:
1. Elementary (PreK - 5)
 2. Secondary
 - a. English
 - b. Science
 - c. Mathematics
 - d. Social Studies
 - e. Foreign Language

- f. Guidance
- g. Practical Arts
 - 1) Home Economics
 - 2) Industrial Arts
 - 3) Business Education
- h. Dramatic Arts
- 3. Pre-K - 12
 - a. Music
 - b. Physical Education
 - c. Art
 - d. Special Needs
 - e. Librarians and Media Specialists
 - f. Reading
 - g. Psychologist
 - h. Speech
 - i. Technology
 - j. Health
 - k. Drama
 - l. English Language Learning
 - m. Nurses**

Should new departments and/or classifications arise during the term of this Agreement, they will be added to the list.

E. Except for unforeseen circumstances, any teacher who is to be reduced pursuant to this Article shall be notified of such reduction no later than May 15th of the school year preceding the school year in which the reduction is to take place. The Association shall be notified by April 15th if the Superintendent believes that it may be necessary to lay off teachers in the subsequent school year.

F. Before a professional status teacher is laid off, he/she shall be notified of any available positions that are anticipated for the next school year and the qualifications for said position(s). The teacher will be extended initial consideration for any available position(s) for which he/she proposes a definite plan to become qualified.

G. A teacher that has been identified for RIF under this Article may choose to apply to the Committee for an involuntary unpaid leave of absence. The teacher shall waive in writing and subsequent to the receipt of a notice of reduction in force any present or future right to a dismissal hearing relative to this RIF that s/he may have pursuant to MGL Chapter 71, Section 42. See Appendix C, Waiver Form.

H. The rights of professional status teachers on layoff during the recall period shall be as follows:

1. The recall period for any teacher laid off shall be twenty-four (24) months from the effective date of layoff. The effective date of layoff shall be the first day of the school year following notification of layoff.
2. If positions become available which laid off teachers previously performed or if available positions are substantially similar to positions which laid off teachers previously performed within the department/classification, laid off teachers will be offered these positions in reverse order of layoff.
3. Recall notices of positions available under Section 2 will be sent to teachers by certified or registered mail to their last address of record with copies sent to the Association. If the teacher rejects the recall offer or fails to respond to it, the position shall be offered to the next person on the recall list. A recalled teacher shall have fourteen (14) calendar days after receipt of the recall notice to accept a position.

4. **In the case of a recall that occurs during the school year and** If there is no one on the recall list that accepts a particular position, a teacher may indicate in writing that s/he will return to the position at the beginning of the next school year in which case the most senior teacher so indicating interest shall have first rights to the position.
5. During the recall period a teacher will be considered to be on an involuntary leave of absence without pay. Teachers identified for RIF who elect an involuntary unpaid leave of absence will maintain their professional teacher status, seniority, and other contractual benefits during the recall period.
6. Subject to the provisions of Chapter 32B of the General Laws and town government procedures, laid off employees may continue group insurance coverage during the recall period as provided by the Committee to members of the bargaining unit. Under this Section laid off employees shall pay 100% of premium costs.

Article XIV TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to the following leaves of absence with pay each school year

1. Three (3) days leave of absence per year for personal, legal, business, household or family matters which require absence during school hours. This may be used as sick leave and allowed to accumulate.

Effective September 1, 2007, unused personal leave days may accumulate up to a maximum of five (5) school days at the end of the school year. Any remaining personal leave days in excess of five (5) days shall then be converted to sick leave. Bargaining unit members will be permitted to retain all unused personal leave days accumulated prior to September 1, 2007, provided, however, they may not continue to accumulate days in excess of the number of personal days accumulated prior to September 1, 2007. A teacher with a carryover in excess of five (5) days who utilizes more than three (3) personal days in any year will have those used days deducted from the personal leave account accumulated prior to September 1, 2007. Unused accumulated personal leave days as defined above shall be converted to sick leave upon resignation, retirement, or death as provided in Section G.

Applications for personal leave will be made at least forty-eight (48) hours before taking such leave, except in case of emergency, and the applicant for such leave will not be required to state the reason for taking such leave other than that s/he is taking it under this section unless the leave is for greater than two (2) consecutive days. Any temporary leave of absence (personal leave) to be used in units of more than two (2) consecutive days must be approved by the Superintendent.

2. Under this Section an employee may request to take a personal leave on the day preceding and/or the day following a school vacation or holiday twice in any four-year period; such leave will be approved solely at the discretion of the Superintendent and is non-grievable. The granting of leaves to extend vacations or holidays is based on the availability of obtaining appropriate substitutes. The four (4) year period of time shall begin with the first use of a personal day by the employee to extend a vacation or holiday and continue to the end of the time period four (4) years from that date. A new four (4) year period will commence only after the first four (4) year period has expired. The Superintendent will grant the exception to this "twice in a four (4) year period restriction" if the teacher demonstrates that the leave will be used for a significant life event. A significant life event shall include, but is not limited to, a wedding, birth, graduation, religious ceremony or award ceremony. A regularly occurring annual event shall not be considered a significant life event.

3. Up to three (3) days per school year to observe major religious holy days that obligate the teacher claiming such leave to attend religious services during school hours.
- B.** Teachers will be entitled to thirteen (13) sick leave days each school year. Sick leave days may be accumulated from year to year to an unlimited maximum. A statement from the attending physician or practitioner will be necessary affirming an illness which necessitates an absence for any duration over ten (10) consecutive days. Proof of illness may be requested by the Superintendent in individual cases when deemed necessary by the Superintendent or the Principal. The sick leave allowable for any year shall be available in full at the commencement of the year provided that if any teacher shall not be present on the first day of classes in September, s/he shall not be entitled to any sick leave allowable for such year unless s/he shall report for duty during such year. If s/he shall so report and shall thereafter serve one month, s/he may apply in writing for sick leave allowance on account of the earlier absence, if such absence resulted from illness or accident.
- C.** In addition to personal illness or injury, sick leave may be utilized for the following purposes:
1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 2. A maximum of five (5) days per school year for a critical illness in the immediate family.
 3. Any reason other than mentioned above, with the approval of the Superintendent.
- D.** Teacher will be entitled to a maximum of three (3) days in the event of a death in the immediate family. Such leave of absence shall cover any three (3) consecutive calendar days, prior to and including the day of the funeral. Teachers may make a request in writing to the Superintendent for no more than two (2) additional days. The immediate family shall be considered as the employee's children, spouse, parents, or others, at the discretion of the Superintendent. An absence of one (1) day will be granted for the purpose of attending the funeral of a relative, or others, at the discretion of the Superintendent. Bereavement leave will not be deducted from sick leave.
- E.** No later than September 30 of each year, teachers shall receive notice of the number of sick leave and personal leave days s/he has accumulated through the previous June 30th.
- F.** The Association shall have two (2) non-cumulative leave days per year to be used at the discretion of the Association with the approval of the Superintendent. The Association will reimburse the school department for substitutes.
- G.** **Upon retirement, or death, the Committee will compensate a teacher with 10 or more years of continuous service in the Rockport Public Schools at the rate of twenty-five dollars (\$25) a day for every sick day over seventy-five 75 days up to one hundred (100) accumulated days and thirty dollars (\$30) a day for every sick day over one hundred (100) accumulated days up to one hundred fifty (150) accumulated days. Over one hundred fifty (150) accumulated days, the Committee will compensate at the rate of forty-five (\$45) per accumulated day. To qualify for this Section, notification of retirement must be given to the Superintendent by November 1_u of the preceding year.**

Article XV SICK LEAVE BANK

- A.** A Sick Leave Bank **has been** established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

B. Each teacher who wishes to become a member of the Bank shall donate one (1) day of his/her personal accumulation to the Bank each school year. If during the school year the number of days in the Bank falls below twenty (20) days, each member shall contribute an additional day to the Bank. Any unused days shall carry over to successive years.

C. While on non-professional teaching status, teachers shall be able to access a maximum of thirty (30) days.

D. Any sick leave granted under the provisions of this Article shall expire at the end of the school year for the individual involved. Any grant made by the Committee shall not exceed the number of actual work days remaining in the work year. Any days granted but not utilized by the member shall be returned to the Bank.

E. Sick Leave Bank days are to be utilized by members who qualify and who have exhausted their own individual sick leave **and personal days** and who still have an extended illness. Sick Leave Bank days shall be available upon exhaustion of personal sick leave **and personal days**.

F. Sick days drawn from the Bank shall be actual work days in which school is in session excluding weekends, holidays, school closings, and vacation periods.

G. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee and two (2) members designated by the Association.

H. Application for benefits shall be made by sending written application to the Superintendent and the President of the Association. The application shall be accompanied by a doctor's certificate as to need for and anticipated extent of extended recovery time from the illness.

I. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits.

J. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

K. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Sick Leave Bank Committee in administering the Bank and determining the amount of leave:

1. Medical evidence of serious extended illness.
2. Prior utilization of eligible sick leave.
3. Length of membership in the Bank.

All decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or to the grievance and arbitration procedure as set forth in Article III.

Article XVI EXTENDED LEAVES OF ABSENCE

A. 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 placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

B. Maternity/paternity leave for eight (8) weeks or the remainder of that school year will be granted without pay or increment to a teacher to give birth or adopt a child except, however, that a teacher shall be able to use up to a maximum of eight (8) weeks sick leave for the period of disability resulting from childbirth. The Committee may require medical evidence of such disability. Appropriate medical evidence of fitness will be required prior to return from such leave.

C. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, for adoption purposes, or for maternity/paternity leave. Additional leave may be granted at the discretion of the Committee.

D. The Committee may grant a leave of absence without pay or increment to any teacher to campaign for, or serve in public office, for a period of not more than two (2) years.

E. After five (5) years continuous employment in the Rockport School System, a teacher shall be granted:

1. a one (1) year leave of absence, without pay or increment, for health reasons. Request for such leave will be supported by appropriate medical evidence;
2. a one (1) year leave of absence, without pay or increment, for an individual to explore alternative professional opportunities **in the field of education.**

F. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment up to the end of the school year following the school year in which compensation ceased.

G. **The school committee recognizes and embraces the educational value to the Rockport Public Schools of a well-designed sabbatical leave. Therefore, they will make every effort, except in a severe budget crisis that would result in the reduction in force of teaching staff, to grant a sabbatical leave of one year to a faculty member for study or travel subject to the following conditions:**

1. No more than one (1) member of the teaching staff will be absent on sabbatical leave at any one time
2. Requests for sabbatical leave must be received by the Superintendent no later than **November 1** of the school year preceding the school year for which the sabbatical leave is requested. Action by the Committee must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. **Requests for sabbatical leave must include a detailed description of the sabbatical leave project and should include a justification for how the planned project will benefit the school system. Benefits to the school and its students are best achieved when the sabbatical results in a teacher's professional growth in her/his subject area or when there is another obvious benefit to the school system. If more than one faculty member submits an application, the school committee, upon the recommendation of the superintendent, will determine which member will be granted leave. Priority will be given to the proposal that the school committee deems to have the greatest value to the school system.**
3. The teacher has completed at least six (6) consecutive full years in the Rockport School System.
4. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay, when added to any program grant, will not exceed the regular salary rate. **Teachers on sabbatical leave will earn their full FTE rate seniority while on this leave.**
5. The teacher will agree **in writing** to return to employment in the Rockport School System for three (3) full years in the event of a full year's leave. In the event a teacher returns to the Rockport Public Schools for only two (2) years, s/he will repay one-third (1/3) of the amount paid. If s/he returns for only one (1) year, s/he will repay two-thirds (2/3) of the amount paid.
6. **Upon returning, the teacher shall make a presentation to the school committee on his/her sabbatical leave by November 1. This presentation should include an overview of what the teacher learned during his/her leave and show s/he is planning to apply what was learned to benefit the school system and its students.**

H. 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 for which his/her training and experience qualifies him/her.

1. When a teacher is on an unpaid leave of absence from the Rockport School System, all rights, benefits, and obligations are frozen.
 2. In the case of a year-long leave of absence, that year shall not be counted as one of the three years allowed between increment courses.
- I.** All requests for extensions or renewals of leaves will be applied for in writing at least forty-five (45) days prior to the termination of the leave and the answer will be in writing.
- J.** A member on a leave of absence under this Article must inform the Superintendent **in writing** on/or before March 1 if he/she intends to return to the School District.
- K.** Personnel having worked ninety (90) school days shall gain credit for that year for increment and for retirement purposes under Article XXII.
- L.** Educational Leave may be granted.
- M.** Other leaves of absence without pay may be granted by the Committee.

Article XVII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A.** A teacher may utilize up to twenty-two (22) Professional Development Points (PDPs) which have been approved in advance by the building administrator to qualify for one (1) credit on the salary schedule for horizontal movement. A maximum of seven (7) credits obtained through PDPs (154 total) may be applied toward horizontal movement on the salary schedule. Undergraduate credits, approved in advance by the building administrator and acquired after June 30, 1996, may be applied toward horizontal movement beyond the Master's Degree.
- B.** For movement beyond the Master's Degree Column credits earned toward the next column must be earned after placement on one's current column.
- C.** The Committee will pay the total cost of tuition for a course or courses the Committee requests a teacher to take.
- D.** The Committee 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 of the Superintendent.
- E.** The Committee will, so far as possible, provide an in-service workshop at reduced cost each year for the teachers within the system.
- F.** **The committee agrees to allocate a minimum of fifteen thousand dollars (\$15,000) effective September 1, 2015, eighteen thousand dollars (\$18,000) effective September 1, 2016, and twenty thousand dollars (\$20,000) effective September 1, 2017** from the professional development budgeted allocation for tuition reimbursement for bargaining unit members who are not otherwise eligible under Section B. The Superintendent and the Association will develop a procedure for the distribution of these funds.
- G.** The Committee, consistent with the Education Reform Act of 1993, will offer teachers a no cost staff development opportunity during non-school hours to enable members to obtain professional development credits for recertification requirements. Teachers will not be required to participate in these programs.
- H.** PDPs earned during the school day will not count toward PDP credits for column movement unless approved at the discretion of the Superintendent. Notification of approval will be in writing **in advance of the activity**.
- I.** The parties have established a Professional Development Committee (PDC) composed of equal representation of RTA members appointed by the RTA and of Administrators appointed by

the Superintendent. All school levels (Elementary, Middle and High School) are to be represented on the PDC.

The PDC's yearly purpose is to review and to make recommendations with respect to the Rockport School District's Professional Development Plan. The Superintendent will review the PDC's recommendations and upon his/her review, will oversee the implementation of the recommendations of which s/he approves.

The PDC will also review the procedures for professional development with the intent of presenting its recommendations to the RTA and the RSC no later than the first day of the 2015-2016 school year.

Subject to agreement in writing by the RTA and RSC the PDC may be charged with the undertaking of other responsibilities.

Article XVIII PROTECTION

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

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

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 proceedings if s/he requests such assistance, if within the scope of the law quoted in Section D.

D. So far as permitted by the General Laws of the Commonwealth, the Committee shall provide indemnification.

E. The Committee will continue to provide insurance protection to all teachers and notify each teacher in writing during the month of September of all the protection that is afforded him/her.

Article XIX DUES DEDUCTION

A. The Committee agrees to request the Town Treasurer to deduct from the salaries of its employees dues for the Association, Massachusetts Teachers Association and the National Education Association and to transmit the monies promptly to the Treasurer of the Association. Teacher authorizations will be in writing in the form attached (Appendix D).

B. The Association will certify to the Committee in writing by August 15th of each school year, if possible, the current rate of its membership dues.

C. Teachers desiring to be removed from payroll deductions will give at least sixty (60) days written notice simultaneously to the Committee and to the Association.

D. Dues deductions will be made in twenty-six (26) equal installments. Personnel who take their summer pay in the form of a lump sum payment at the close of school in June shall have remaining dues monies deducted from said check.

E. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

Article XX GENERAL

A. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure), for a school representative, member of the PR&R Committee or other representative designated by the Association to attend a formal hearing during the school day, s/he will, upon notice to his/her supervisory principal and to the

Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

B. The Committee will, upon request, provide the Association with any public records which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other available grievances under this Agreement.

C. The President of the Association will be provided with copies of minutes of official public Committee meetings after such meetings. The records of any executive session may remain secret so long as their publication would defeat the lawful purposes of the executive session but no longer. A copy of the official agenda of the meeting will be given to the Association prior to said meeting.

D. The Association and the Committee agree to share the cost of printing the Agreement. A copy of the Agreement shall be given to each teacher.

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall 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.

F. 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.

G. The Committee and the Association each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal so long as this Agreement shall continue in effect. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in this Agreement, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the authority, powers, responsibilities, and rights provided by and under the laws of Massachusetts in the control, direction, and management of the Rockport School System.

No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or subject of an unfair labor practice charge.

H. Teacher assignments and appointments will be made without regard to race, sex, age, creed, color, religion, nationality or marital status.

I. The Rockport Public Schools shall require, as a condition of employment, the payment of a service fee to the Association.

1. This fee shall apply to all members of the bargaining unit who are non-members of the Association.
2. This fee shall be equal to the full dues payable to the combined local, state, and national Associations, subject to the procedures for rebating impermissible expenses, as set forth in G.L. Chapter 150E. Section 12, and the rules and regulations of the Massachusetts Labor Relations Commission.
3. This fee shall be payable in full thirty (30) calendar days following the beginning of employment each year or following the date of this Agreement, whichever is later, except that the employee shall be able to have the fee deducted from his/her salary according to the dues deduction schedule set forth in Article XIX, Section D.
4. The Association shall indemnify and save the Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section, except that the Association's liability under this section shall not exceed the

amount of full dues payable to the combined local, state, and national associations deducted pursuant to this section.

J. Teachers who are called for jury duty shall be paid their regular salary minus the amount of jury fees received.

K. Vacancies for coaching positions shall be posted and filled according to the following:

Fall Season:

Notice of vacancy posted for ten (10) days with the appointment made no later than June 30th.

Winter Season:

Notice of vacancy posted for ten (10) days with the appointment made no later than September 30th.

Spring Season:

Notice of vacancy posted for ten (10) days with the appointment made no later than January 30th.

L. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed that the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

Article XXI CORI AND FINGERPRINTING REQUIREMENTS

In compliance with the provision of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years. **In addition, in compliance with Chapter 459 of the acts of 2012, as amended by Chapter 77 of the acts of 2013, all newly hired teachers who work in the schools and have direct and unmonitored contact with children are required to complete the new fingerprint-based State and National Background check prior to beginning their assignments. All current K-12 teachers licensed under G.L. Chapter 71, Section 38G (licensed educators and specialists) must complete the fingerprinting requirement process prior to September 1, 2016.**

Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

All **CORI and fingerprinting** checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

After review of a **CORI or fingerprinting** report, the Superintendent, if s/he deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a **CORI or fingerprinting** report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

Article XXII SALARIES

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

B. Any person on the Teachers' Salary Schedule will be paid in 26 equal installments during the contract year, with the option of receiving the balance of his/her year's salary at the conclusion of the school year, if requested by May 15th.

C. The Committee agrees to adopt the Teacher's Initial Contract, Long Term Contract, and Annual Salary Agreement forms attached hereto as Appendices A and B.

D. In case of deduction because of unexcused absence or termination of employment during the school year, the daily rate of pay will be based on the annual salary divided by one hundred and eighty-two ~~183~~ days (annual salary divided by ~~183~~).

E. Teachers hired to teach less than full-time will be compensated and receive prorated benefits based on the percentage of the work week for which they are employed. Teachers who work half-time or more are eligible to receive health insurance.

F. If a bargaining unit member's absence is planned and exceeds thirty (30) consecutive school days, the substitute teacher will be paid at the Bachelor's first step until the teacher for whom the substitute teacher is covering returns to the classroom or the school year ends, whichever occurs first. If a bargaining unit member's absence is not planned and/or does not exceed thirty (30) consecutive school days, the substitute teacher will be paid at the daily rate for substitute teachers for the first five (5) days, and the top step of the teacher assistant salary schedule for the remaining consecutive school days, not to exceed twenty-five (25) days. If the absence continues beyond the thirty (30) consecutive school days, the substitute teacher will be paid on the Bachelor's first step of the salary schedule until said teacher returns or the school year ends, whichever occurs first. Upon placement on the Bachelor's first step, the substitute teacher will become a member of the bargaining unit and entitled to pro-rata sick leave and other contractual benefits on a prospective basis. If a substitute teacher teaches for a second school year, he/she will be placed on the appropriate step of the salary schedule in accordance to Article VI, Sections A and B.

G. In order to advance to a new column, teachers will be required to submit a form provided by the administration. This form must be submitted to the Superintendent prior to **November 1** of the year preceding the advancement. **An advance to a new column will commence September 1st provided that all documentation has been submitted on or before September 30th.**

H. The Positive Intervention Plans (PIPS) Child Study Team Chairperson will receive a stipend as listed in Appendix A. The Positive Intervention Plans (PIPS) Child Study Team Members will receive a stipend as listed in Appendix A.

I. The hourly pay of \$35 is available to any staff person(s) who is (are) fluent in language(s) in need of being translated for a student's(s) parent/guardian in our school district. When a translation service is needed, the position will be posted. If a language need presents itself for whom we do not have a staff member who is fluent, the service need will be advertised outside the school district. The Administration will make every effort to utilize the services of staff members at times when they do not conflict with the individual's(s) primary duties.

J. The School Committee agrees to include stipends funded by grants in the collective bargaining agreement, provided that there is an understanding that the Committee can decide not to fill positions.

K. Direct Deposit

1. The Association and the Committee agree that all bargaining unit members will be paid through direct deposit. Each bargaining unit member will complete and submit to the Treasurer's/Collector's Office a direct deposit authorization form, together with either a voided check or a deposit slip.

L. During the length of this contract only, as a pilot program, a teacher who earns Teacher National Board Certification will be paid a one-time stipend of twenty-five hundred dollars (\$2500) in recognition of this significant achievement. At the conclusion of the collective bargaining agreement, the parties to this contract will review the status of this program and agree to discuss potential renewal, modification or elimination of this provision.

M. Payment of Stipend Positions

1. Teachers receiving stipends will have the option of receiving those stipends in one lump sum, or having payments spread out over five pay periods (for seasonal activities) or over the entire school year (for year-round activities). Seasonal stipend payments will occur on the following dates:

Fall: September 25, October 9, 23, and November 6, 20

Winter: December 4, 18 and January 1, 15, 29

Spring: March 26, April 9, 23, and May 7, 21

(Dates will be adjusted accordingly every year.)

2. Teachers will need to indicate on the stipend application form how they want their stipend paid (either one lump sum, year round, fall, winter, or spring).
3. Stipends that already have a history of being paid out in multiple installments will continue that history. (Coordinators will continue to be paid year-round, for example.)
4. In order to be paid in installments, teachers need to turn in all paperwork to their building principal who must have it signed by the superintendent at least two weeks prior to the payment of the first installment. Once approved by the superintendent, a copy of the stipend form will be sent to the teacher.

N. When hiring individuals to fill stipend positions (excluding coaching positions) contained within this Agreement, preference will be given to members of the bargaining unit.

Article XXIII RETIREMENT SERVICE INCREASE

A teacher meeting the following provisions will receive in addition to his/her teaching salary **the following amounts** for the final year of service to the Town of Rockport.

1. Said teacher must submit by July 1st to the Superintendent a letter indicating his/her intent to retire in June of that **upcoming school** year.
2. **Two thousand dollars (\$2000)** if said teacher **has** completed twenty (20) years of **continuous** service to the Town of Rockport **schools** before receiving the retirement service bonus.

or

3. **Three thousand dollars (\$3000)** if said teacher **has** completed **twenty-five (25)** years of **continuous** service to the Town of Rockport **schools** before receiving the retirement service bonus.

or

4. **Three thousand five hundred dollars (\$3500)** if said teacher **has** completed **thirty (30)** years of **continuous** service to the Town of Rockport **schools** before receiving the retirement service bonus.

Article XXIV SERVICE INCREASE/LONGEVITY

- A. A teacher with 10-14 years of continuous service in Rockport Schools = \$1000 added to salary**
A teacher with 15-19 years of continuous service in Rockport Schools = \$2000 added to salary
A teacher with 20-24 years of continuous service in Rockport Schools = \$3000 added to salary
A teacher with 25+ years of continuous service in Rockport Schools = \$4000 added to salary

Article XXV BENEFITS

A. The parties agree to administer a cafeteria benefits plan, which shall provide for pre-tax deduction of all medical, dental, life, and disability insurance premiums, as provided under Section 125 of the Internal Revenue Code, providing that the cafeteria benefits plan can be initiated at no cost to the Town of Rockport and/or the Committee.

As federal and state laws provide for additional benefits to be encompassed by cafeteria benefits plans, the additional benefits shall be reviewed for possible future incorporation into this Article, and could become available to unit members under this plan.

B. The Committee will continue to provide **the same** comprehensive, medical insurance plan **with the same** cost ratio, benefits and levels of benefits in effect and are available to other town employees. **Should the health insurance benefit package be modified during the life of this Agreement, by negotiation as provided by M.G.L. Chapter 150E or by other means as provided by M.G.L. 32B, the parties will memorialize the change in benefits in an addendum to this Agreement and will distribute the updated information to all parties involved.**

C. Health Insurance Rates and Co-pays

1. The parties hereby agree that the rates and co-pays for the health insurance plans currently in place, shall be as follows:

a. Co-pays for office visits will be ten dollars (\$10.00).

b. Emergency Room visits will be fifty dollars (\$50.00).

2. Should action to enforce the terms of this Agreement be necessary, the parties agree that such enforcement shall be governed by the grievance and arbitration procedures of the Collective Bargaining Agreement between the Rockport Teachersø Association and the Rockport School Committee.

D. The town agrees to establish a Flexible Spending Account for bargaining unit members **that** would include eligible medical expenses and dependent care expenses. Members who decide to participate will pay the monthly administrative fees.

Article XXVI DURATION AND MISCELLANEOUS

A. The provisions of this Agreement will be effective as of September 1, **2015** and will continue and remain in full force and effect until August 31, **2018**.

B. The Association reserves the right to negotiate issues resulting from the implementation of the ESEA.

C. The parties agree to establish a "meet and discuss" committee which will meet at reasonable times to review and monitor class sizes at all school levels, to study the issue of common planning time at all grade levels.

D. All stipends or any other monetary compensation on which the parties reach agreement and reduce to writing during the term of this agreement or any extension thereof are hereby incorporated into the Collective Bargaining Agreement at the time agreement is reached. When the agreement contains terms that continue beyond the term of this agreement or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.

E. All proposals submitted by the Rockport Teachers Association and the Rockport School Committee during the term of successor negotiations for the **2016-2018** Collective Bargaining Agreement will be withdrawn without prejudice and shall not constitute bargaining history.

APPENDIX A

2015-2016 Salary Schedule (2.0% increase to include 3 additional steps)

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
2	41426	45220	46574	48670	50374	51884	52922
3	42807	46873	48279	50452	52219	53786	54862
4	45464	48940	50409	52677	54520	56157	57280
5	48803	51008	52539	54903	56824	58530	59701
6	50182	53008	54598	57054	59051	60823	62039
7	51561	55008	56657	59205	61279	63116	64378
8	53629	57074	58786	61434	63584	65491	66801
9	55696	59833	61627	64401	66655	68656	70028
10	57213	61488	63331	66181	68498	70553	71964
11	58730	63142	65035	67962	70340	72451	73900
12	60521	66278	68265	71336	73835	76049	77570
13	62313	69413	71494	74711	77329	79648	81241
W	63313	70413	72494	75711	78329	80648	82241
X	64313	71413	73494	76711	79329	81648	83241
Y	65313	72413	74494	77711	80329	82648	84241
Z	66313	73413	75494	78711	81329	83648	85241

W after 10-14 years of **continuous** service in RPS = \$1000
 X after 15-19 years of **continuous** service in RPS = \$2000
 Y after 20-24 years of **continuous** service in RPS = \$3000
 Z after 25+ years of **continuous** service in RPS = \$4000

2016-2017 Salary Schedule (2.0% increase)

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
2	42255	46124	47506	49644	51381	52922	53980
3	43664	47811	49244	51461	53263	54861	55959
4	46476	49918	51418	53730	55610	57280	58426
5	49779	52028	53590	56001	57961	59700	60895
6	51186	54068	55690	58195	60232	62039	63280
7	52592	56108	57790	60389	62504	64378	65666
8	54701	58216	59961	62662	64855	66801	68137
9	56810	61030	62860	65689	67988	70029	71429
10	58357	62717	64598	67505	69868	71964	73403
11	59904	64405	66336	69321	71747	73900	75378
12	61732	67603	69630	72763	75311	77570	79122
13	63559	70801	72924	76205	78876	81241	82866

W	64559	71081	73924	77205	79876	82241	83866
X	65559	72081	74924	78205	80876	83241	84866
Y	66559	73081	75924	79205	81876	84241	85866
Z	67559	74081	76924	80205	82876	85241	86866

W	after 10-14 years of continuous service in RPS = \$1000
X	after 15-19 years of continuous service in RPS = \$2000
Y	after 20-24 years of continuous service in RPS = \$3000
Z	after 25+ years of continuous service in RPS = \$4000

2017-2018 Salary Schedule (2.1%)

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
2	43142	47093	48503	50686	52460	54033	55114
3	44580	48815	50278	52542	54382	56013	57134
4	47452	50967	52497	54859	56778	58483	59653
5	50824	53121	54715	57177	59178	60954	62173
6	52260	55203	56860	59417	61497	63342	64609
7	53697	57286	59004	61657	63817	65730	67045
8	55850	59438	61221	63978	66217	68204	69568
9	58003	62311	64180	67068	69416	71500	72929
10	59583	64034	65954	68922	71335	73476	74945
11	61162	65757	67729	70777	73254	75452	76961
12	63028	69023	71092	74291	76893	79199	80783
13	64894	72288	74455	77805	80532	82947	84606
W	65894	73288	75455	78805	81532	83947	85606
X	66894	74288	76455	79805	82532	84947	86606
Y	67894	75288	77455	80805	83532	85947	87606
Z	68894	76288	78455	81805	84532	86947	88606

W	after 10-14 years of continuous service in RPS = \$1000
X	after 15-19 years of continuous service in RPS = \$2000
Y	after 20-24 years of continuous service in RPS = \$3000
Z	after 25+ years of continuous service in RPS = \$4000

Teachers will be responsible for supplying college transcripts to the Superintendent to verify courses for credit beyond the Master's degree.

STIPENED POSITIONS

CONTRACT STIPEND LIST	2015-2016 (2%)	2016-2017 (2%)	2017-2018 (2.1%)
Guidance Director (6-12)	\$11,847	\$12,084	\$12,338
HIGH SCHOOL GUIDANCE	\$3,500	\$3,570	\$3,645
MS Guidance	\$1,110	\$1,132	\$1,156
Athletic Director	\$9,057	\$9,238	\$9,432
CURRICULUM COORDINATION FACULTY LIAISONS (3 YEAR APPOINTMENTS):			
K-2 MATH	\$4,804	\$4,900	\$5,003
3-5 MATH	\$4,804	\$4,900	\$5,003
K-2 ENGLISH/READING	\$4,804	\$4,900	\$5,003
3-5 ENGLISH/READING	\$4,804	\$4,900	\$5,003
K-5 SOCIAL STUDIES	\$4,804	\$4,900	\$5,003
K-5 SCIENCE	\$4,804	\$4,900	\$5,003
6-8 MATH	\$4,804	\$4,900	\$5,003
6-8 ENGLISH/READING	\$4,804	\$4,900	\$5,003
6-8 SOCIAL STUDIES	\$4,804	\$4,900	\$5,003
6-8 SCIENCE	\$4,804	\$4,900	\$5,003
9-12 MATH	\$4,804	\$4,900	\$5,003
9-12 ENGLISH/READING	\$4,804	\$4,900	\$5,003
9-12 SOCIAL STUDIES/BUSINESS	\$4,804	\$4,900	\$5,003
9-12 SCIENCE	\$4,804	\$4,900	\$5,003
K-12 FOREIGN LANGUAGE	\$4,804	\$4,900	\$5,003
K-12 TECHNOLOGY	\$4,804	\$4,900	\$5,003
K-12 FINE ARTS	\$4,804	\$4,900	\$5,003
K-12 HEALTH AND WELLNESS	\$4,804	\$4,900	\$5,003
K-12 SPECIAL EDUCATION	\$4,804	\$4,900	\$5,003
Mentor Teacher (two year commitment, stipend paid across two year period in two equal amounts)	\$1,518	\$1,548	\$1,581
Mentor Coordinator	\$1,518	\$1,548	\$1,581
NEAS RHS Chair or co-chairs	\$6,120	\$6,242	\$6,373
NEASC RMS Chair or co-chairs	\$6,120	\$6,242	\$6,373
ATHLETICS			
Cross Country	\$2,328	\$2,374	\$2,424
Cross Country, MS Intramural	\$1,345	\$1,372	\$1,401
Field Hockey, Varsity	\$5,542	\$5,652	\$5,771
Field Hockey, JV	\$3,324	\$3,391	\$3,462
Field Hockey, Freshman	\$2,328	\$2,374	\$2,424
Field Hockey, MS	\$2,328	\$2,374	\$2,424
Field Hockey, MS Intramural	\$1,345	\$1,372	\$1,401
Floor Hockey, MS Intramural	\$1,345	\$1,372	\$1,401
Soccer, Boys Varsity	\$5,542	\$5,652	\$5,771
Soccer, Girls Varsity	\$5,542	\$5,652	\$5,771
Soccer, Boys JV	\$3,324	\$3,391	\$3,462
Soccer, Girls JV	\$3,324	\$3,391	\$3,462
Soccer, Freshman	\$2,328	\$2,374	\$2,424
Soccer, MS	\$2,328	\$2,374	\$2,424
Soccer, MS Intramural	\$1,345	\$1,372	\$1,401
Soccer Cheering	\$2,310	\$2,357	\$2,406

Ice Hockey, Varsity	\$6,158	\$6,281	\$6,413
Ice Hockey, Assistant	\$2,278	\$2,323	\$2,372
Basketball, Boys Varsity	\$6,158	\$6,281	\$6,413
Basketball Girls Varsity	\$6,158	\$6,281	\$6,413
Basketball, Boys JV	\$3,693	\$3,767	\$3,846
Basketball, Girls JV	\$3,693	\$3,767	\$3,846
Basketball, Boys Freshman	\$2,586	\$2,637	\$2,693
Basketball, Girls Freshman	\$2,586	\$2,637	\$2,693
Basketball, Boys MS	\$2,586	\$2,637	\$2,693
Basketball, Girls MS	\$2,586	\$2,637	\$2,693
Basketball, Boys MS Intramural	\$1,345	\$1,372	\$1,401
Basketball, Girls MS Intramural	\$1,345	\$1,372	\$1,401
Basketball, Varsity Cheering	\$2,310	\$2,357	\$2,406
Basketball, JV Cheering	\$1,386	\$1,414	\$1,444
Baseball, Varsity	\$5,542	\$5,652	\$5,771
Baseball, JV	\$3,324	\$3,391	\$3,462
Baseball, Freshman	\$2,328	\$2,374	\$2,424
Softball, Varsity	\$5,542	\$5,652	\$5,771
Softball, JV	\$3,324	\$3,391	\$3,462
Softball, Freshman	\$2,328	\$2,374	\$2,424
Track, Varsity	\$5,542	\$5,652	\$5,771
Track, Assistant	\$2,050	\$2,091	\$2,135
Tennis, Boys	\$3,693	\$3,767	\$3,846
Tennis, Girls	\$3,693	\$3,767	\$3,846
Golf, HS	\$3,693	\$3,767	\$3,846
Golf, MS Intramural	\$1,345	\$1,372	\$1,401
Athletic Event Site Director	\$100/EVENT	\$100/EVENT	\$100/EVENT
HIGH SCHOOL ADVISORS:			
Senior	\$2,556	\$2,607	\$2,662
Junior	\$1,738	\$1,773	\$1,810
Sophomore	\$1,253	\$1,278	\$1,304
Freshman	\$923	\$942	\$961
Photography	\$923	\$942	\$961
Debate	\$923	\$942	\$961
Drama	\$923	\$942	\$961
Science	\$923	\$942	\$961
Chess	\$1,923	\$1,961	\$2,002
French	\$923	\$942	\$961
Math	\$1,923	\$1,961	\$2,002
Visual Arts	\$923	\$942	\$961
Spanish	\$923	\$942	\$961
BAND AREA (K-12)	\$3,200	\$3,264	\$3,333
ORCHESTRA AREA (K-12)	\$3,200	\$3,264	\$3,333
CHORAL AREA (K-12)	\$3,200	\$3,264	\$3,333
World Language Exchange	\$1,923	\$1,961	\$2,002
DECA	\$1,923	\$1,961	\$2,002
National Honor Society	\$923	\$942	\$961
News Coordinator	\$923	\$942	\$961
College Bowl	\$1,923	\$1,961	\$2,002
Yearbook Advisor	\$4,618	\$4,710	\$4,809
Student Council	\$1,923	\$1,961	\$2,002

Peer Ed Coordinator	\$2,310	\$2,357	\$2,406
Gay/Straight Alliance	\$770	\$786	\$802
Detention Monitor	\$2,762	\$2,817	\$2,877
MUSICALS:			
Artistic Director	\$2,310	\$2,357	\$2,406
Musical Director	\$2,310	\$2,357	\$2,406
Technical Director	\$1,539	\$1,570	\$1,603
Production Manager	\$770	\$786	\$802
Costume Advisor	\$770	\$786	\$802
Choreographer	\$1,153	\$1,176	\$1,200
FULL LENGTH PLAY			
Artistic Director	\$1,923	\$1,961	\$2,002
Production Manager	\$770	\$786	\$802
Technical Director	\$1,539	\$1,570	\$1,603
Costume Advisor	\$770	\$786	\$802
DRAMA FESTIVAL			
Artistic/Production Director	\$1,539	\$1,570	\$1,603
Technical Director	\$800	\$816	\$833
Costume Advisor	\$308	\$314	\$321
MIDDLE SCHOOL CLUB ADVISORS			
Debate	\$923	\$942	\$961
Drama	\$923	\$942	\$961
Science	\$923	\$942	\$961
Technology	\$923	\$942	\$961
Chess	\$923	\$942	\$961
French	\$923	\$942	\$961
Math	\$1,923	\$1,961	\$2,002
Spanish	\$923	\$942	\$961
Visual Arts	\$923	\$942	\$961
Ski	\$923	\$942	\$961
OTHER			
Yearbook Advisor	\$1,153	\$1,176	\$1,200
News Coordinator	\$923	\$942	\$961
College Bowl	\$1,923	\$1,961	\$2,002
Student Council	\$1,923	\$1,961	\$2,003
Community Service	\$1,153	\$1,176	\$1,200
Detention Monitor	\$2,762	\$2,817	\$2,877
Homework Club	\$2,762	\$2,817	\$2,877
MIDDLE SCHOOL MORNING HOMEWORK CLUB	\$2,762	\$2,817	\$2,877
Current Events	\$923	\$942	\$961
MIDDLE SCHOOL MUSICAL			
Artistic Director	\$2,310	\$2,357	\$2,406
Musical Director	\$1,857	\$1,895	\$1,934
Technical Director	\$1,277	\$1,303	\$1,330
Production Manager	\$701	\$715	\$730
Costume Advisor	\$701	\$715	\$730
Choreographer	\$969	\$988	\$1,009
ASSISTANT TECHNICAL DIR	\$500	\$510	\$521
ASSISTANT COSTUME	\$300	\$306	\$312
MIDDLE SCHOOL FULL LENGTH PLAY			
Artistic Director	\$1,539	\$1,570	\$1,603

Production Manager	\$578	\$590	\$602
Technical Director	\$1,153	\$1,176	\$1,200
Costume Advisor	\$578	\$590	\$602
ASSISTANT TECHNICAL DIR	\$500	\$510	\$521
ASSISTANT COSTUME	\$500	\$510	\$521
MIDDLE SCHOOL DRAMA FESTIVAL			
Artistic/Production Director	\$1,153	\$1,176	\$1,200
Technical Director	\$800	\$816	\$833
Costume Advisor	\$231	\$235	\$240
ELEMENTARY			
Community Service	\$770	\$786	\$802
ELEMEMENTARY SCHOOL RUNNING CLUB	\$905	\$923	\$942
Elementary School News Coordinator	\$923	\$942	\$961
Elementary School Yearbook	\$0	\$0	
Elementary Homework club	\$2,762	\$2,817	\$2,877
ELEMEMENTARY SCHOOL MORNING HOMEWORK CLUB	\$2,762	\$2,817	\$2,877
PIPS Chair	\$1,234	\$1,259	\$1,285
PIPS Member	\$925	\$944	\$963
SCHOOL WIDE			
Community Service Coordinator	\$3,078	\$3,140	\$3,206
SADD Advisor	\$770	\$786	\$802
Summer School Teacher	\$1,935	\$1,974	\$2,015
Reading Committee	\$322	\$329	\$336

Grants

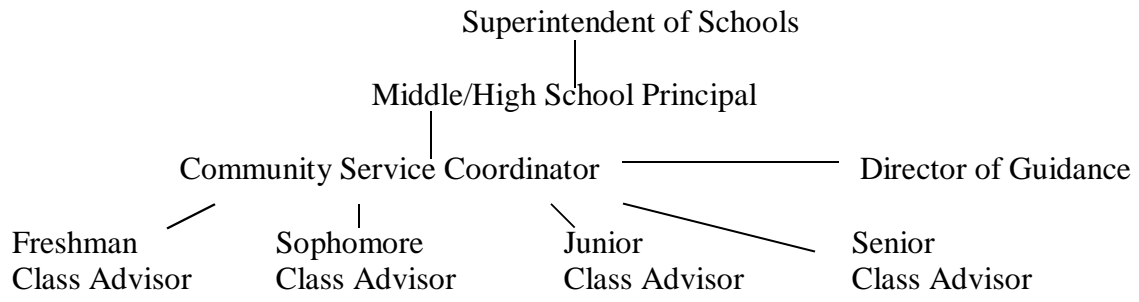
The parties agree that a bargaining unit member who writes a grant will be offered the opportunity to serve in the grant position. All grant positions shall be posted.

General Conditions

1. If a new position is established, the Committee will negotiate with the Association over the appropriate salary, if any, for such position.
2. If there are any substantial changes in the duties of any existing position the Committee will negotiate with the Association regarding possible modifications in the salary for such position.

Job Descriptions

1. Class Advisor
 - A. The Class Advisor (CA) is responsible for organizing and directing all class activities, which include:
 - 1) Two (2) "Suppers" (one in each semester). One such "Supper" could be a class fundraiser.
 - 2) One (1) fundraising event (non-supper event).
 - 3) Tracking each member of his/her class.
 - 4) Filing the record forms with the Guidance Director at the end of each academic year.
 - 5) Submitting a final report to the Community Service Coordinator.
2. Community Service Coordinator
 - A. The Community Service Coordinator (CSC) will be responsible for implementing the Community Service Program
 - B. The CSC will answer directly to the High School Principal and in turn to the Superintendent.
 - C. The CSC will be responsible for compiling statistics, monitoring the students' participation and communicating with parents and school administration.
 - D. The CSC will be responsible for establishing a communication link between and among the four (4) class advisors that encourages two-way feedback relative to student participation and progress.
 - E. The CSC will be responsible for filing an annual report to the High School Principal and the Superintendent.
 - F. The CSC will assume all clerical duties associated with carrying out the Community Service Program.
 - G. The CSC will be a resource to students and the four (4) class advisors and will assist them in making contact with placement sites and in locating opportunities for community service.



APPENDIX B1

ROCKPORT PUBLIC SCHOOLS
Rockport, Massachusetts

CONTRACT FOR TEACHERS WITHOUT PROFESSIONAL STATUS

Date:

Name:

You are hereby notified that you have been elected a teacher in the Rockport Public Schools at a salary of _____ for the _____ school year.

You have been assigned, subject to transfer by the Rockport School Committee, to _____. The other terms of employment are as established by the Rules and Regulations of the Rockport School Committee and the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association.

Superintendent of Schools

I further agree to abide by all the rules and regulations of the Rockport School Committee, the State Laws applicable to teachers, and the terms and conditions of the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association as conditions of this employment. I recognize that Massachusetts certification is a condition of employment unless specifically stated otherwise.

I accept membership in the Massachusetts Teachers' Retirement System as provided in Chapter 32 of the General Laws and hereby instruct the Rockport School Committee to deduct from my salary such assessments as law requires.

Consistent with M.G.L. Chapter 71, s. 42, the first ninety (90) calendar days of employment is probationary.

Signed _____

Notice: Failure to sign and return the original copy of this contract to the office of the Superintendent of Schools by _____, shall constitute withdrawal of the contract offer. The other copy is yours.

APPENDIX B2

ROCKPORT PUBLIC SCHOOLS
Rockport, Massachusetts

CONTRACT FOR TEACHERS WITH PROFESSIONAL TEACHER STATUS

Date:

Name:

You are hereby notified that your salary as a teacher in the Rockport Public Schools will be _____ for the _____ school year.

You have been assigned, subject to transfer by the Rockport School Committee, to _____. The other terms of employment are as established by the Rules and Regulations of the Rockport School Committee and the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association.

Superintendent of Schools

I accept the position named above and agree to fulfill my duties as a teacher in Rockport for the term of this contract, or until released by a vote of the Rockport School Committee.

I further agree to abide by all rules and regulations of the Rockport School Committee, State Laws applicable to teachers and the terms and conditions of the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association as conditions of the employment. I recognize that Massachusetts Certification is a condition of employment unless specifically stated otherwise.

I accept membership in the Massachusetts Teachers' Retirement System as provided in Chapter 32 of the General Laws and hereby instruct the Rockport School Committee to deduct from my salary such assessment as the law requires.

Signature

Notice: Please sign and return the extra copy within one (1) week to indicate that you are accepting the terms of the contract.

APPENDIX C

WAIVER FORM

To: _____

From: _____

SUBJECT: EMPLOYMENT STATUS WAIVER - INVOLUNTARY LEAVE OF ABSENCE

This is to notify you that the Rockport School Committee intends to vote on your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered on involuntary unpaid leave of absence and eligible for recall pursuant to the Contract if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. You will assume full cost of any optional insurance program for the duration of this leave effective the July 1st following its approval. Also, should you wish to be given preference on the Substitute List during the recall period, you should notify the Personnel Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of our professional staff.

If you intend to elect involuntary unpaid leave of absence, please sign and return this form to the Director of Personnel by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Rockport School Committee will then undertake dismissal procedures pursuant to General Laws Chapter 71, Section 42.

WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under the General Laws Chapter 71, Section 42 and relieve the Rockport School Committee of any obligation it may have to comply with said statute with respect to this layoff to be effective September 1, 20 __. I understand that by accepting this involuntary unpaid leave of absence I will retain all professional teacher rights, seniority and other contractual benefits in lieu of dismissal. I will assume full cost of any optional insurance program for the duration of this leave effective the July 1st following its approval. If I am not recalled during this leave, I understand that the Committee will vote on my dismissal pursuant to Chapter 71, Section 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to Chapter 71, Section 42 with respect to the Rockport School Committee's action at that time.

Signature

Date

APPENDIX D

(Sample Shows for Style Only)



MASSACHUSETTS TEACHERS ASSOCIATION
 200 GARDEN STREET, SUITE 101, WINTHROP
 MA 01890-3500
 TEL: (617) 678-8300 OR (617) 678-9123
 WWW.MA-TEACHERS.ORG

INSTRUCTIONS:
 1) Please read and complete all sections.
 2) Print name and date! SO IMAGES! Printers in all copies.
 3) Present the completed application to the Association Representative so your company card can be signed and addressed.

**Payroll Deduction
 MEMBERSHIP APPLICATION**

**PAYROLL DEDUCTION
 AUTHORIZATION**

PLEASE CHECK ONE
 Pre-K thru 12 Professional
 Educational Support Professional (ESP)
 Higher Education

I HEREBY AUTHORIZE THE

PERSONAL INFORMATION

LAST NAME FIRST NAME
 SOCIAL SECURITY NUMBER
 ADDRESS
 CITY STATE ZIP
 PHONE NUMBER

EMPLOYER INFORMATION

EMPLOYER NAME
 ADDRESS
 CITY STATE ZIP
 PHONE NUMBER

NAME	DATE	INITIALS	JOB TITLE

PAYMENT INFORMATION		MEMBERSHIP TYPE	
MEAT*	YES	MEMBERSHIP	
AFSA**		PROFESSIONAL	
EXCLUSION*		DUPLICATE COPY	
LOCAL		MEMBERSHIP	
TOTAL		MEMBERSHIP	

MEMBERSHIP INFORMATION

DATE OF BIRTH
 SEX
 RACE
 ETHNICITY
 EDUCATION
 YEARS OF TEACHING EXPERIENCE
 CURRENT GRADE
 CURRENT SCHOOL
 CURRENT DISTRICT

TEACHERS ASSOCIATION
 WINTHROP, MA 01890-3500
 TEL: (617) 678-8300
 WWW.MA-TEACHERS.ORG

MEMBERSHIP DEDUCTIONS WILL BE MADE FROM YOUR PAYROLL BY THE ASSOCIATION. THE ASSOCIATION WILL PROVIDE YOU WITH THE NECESSARY INFORMATION TO COMPLETE YOUR PAYROLL DEDUCTION AUTHORIZATION. IF YOU ARE CURRENTLY A MEMBER OF THE ASSOCIATION, YOU WILL BE REQUIRED TO COMPLETE THIS FORM TO REACTIVATE YOUR MEMBERSHIP DEDUCTIONS. IF YOU ARE NOT CURRENTLY A MEMBER OF THE ASSOCIATION, YOU WILL BE REQUIRED TO COMPLETE THIS FORM TO JOIN THE ASSOCIATION AND REACTIVATE YOUR MEMBERSHIP DEDUCTIONS. THE ASSOCIATION WILL CONTACT YOU WITH THE NECESSARY INFORMATION TO COMPLETE YOUR PAYROLL DEDUCTION AUTHORIZATION.

APPENDIX E DRUG-FREE WORKPLACE POLICY

The Rockport School Committee recognizes that alcoholism and drug abuse are treatable illnesses, and will accordingly establish employee rehabilitation as the primary focus of the following drug-free workplace policy.

1. All employees are prohibited from possessing, distributing or using alcohol or illicit drugs on school premises and at school-sponsored activities. Illicit drugs are defined as controlled substances under M.G.L., Chapter 94C and include narcotics, cannabis, stimulants, depressants, and hallucinogens. Alcohol is defined as alcoholic beverages including beer, wine, and distilled spirits.
2. Any employee who by clear and convincing evidence violates this policy may be subject to disciplinary action up to and including discharge. However, any employee who agrees to complete an appropriate and recognized rehabilitation program will not be subject to discharge for up to two (2) offenses for use of drugs or alcohol within a five (5) year period.
3. Employees on a first or second year cycle of rehabilitation will be allowed to use their sick leave during any period of full-time residence in an approved and recognized program.
4. The determination of an appropriate program is to be made by a professional in the field of alcohol or drug rehabilitation, i.e. a licensed social worker, psychologist or physician chosen by the employee. The term recognized rehabilitation program is defined as any program of counseling, treatment or reentry generally accepted by the medical community and/or eligible for payment or reimbursement by health insurance plans.
5. An employee who violates this policy by the use of drugs or alcohol after the second time:
 - a) may be permitted to complete a third cycle of rehabilitation and/or;
 - b) may be suspended for up to ninety (90) workdays at the discretion of the Superintendent or;
 - c) may be dismissed.Any employee who fails to return to employment after either the third cycle of rehabilitation or suspension, or both, is subject to discharge at the discretion of the Superintendent.
6. Any employee who violates this policy and who fails or refuses to participate in rehabilitation as described above shall be subject to disciplinary action up to and including discharge according to a progressive discipline model in conjunction with employee rights, including the "just cause" provision of any collective bargaining agreements between the Committee and the various employees bargaining units.

Notwithstanding the foregoing, any employee found guilty beyond a reasonable doubt of distribution of illicit drugs on school property by a court or an arbitrator of competent jurisdiction may be terminated for a first offense.
7. Nothing in this policy statement shall be construed as a waiver of any statutory or constitutional rights of employees under either Massachusetts or Federal Law.
8. A list of suggested local groups or agencies available to Rockport staff members who are concerned about drug or alcohol abuse is available. In listing such resources, the Committee does not intend to limit or define the scope of what may be considered appropriate and recognized rehabilitation programs as previously used in this policy statement.

APPENDIX F

CREDIT FOR IN-SERVICE ACTIVITIES

With the recommendation of the Staff Development Committee, the Superintendent may approve that one (1) in-service credit may be applied toward vertical or horizontal movement on the salary schedule for any **twenty-two (22) cumulative hours** of courses, workshops, curriculum development, committee work, peer observation, educational study group or other staff development activity.

A proposal requesting that such credit be awarded shall be forwarded to the Staff Development Committee for review. Following the review by the Staff Development Committee, the proposal is recommended to the Superintendent for approval.

All hours approved for such credit must not be compensated for in any other way and must be completed on the teacher's time.

HOURLY ACTIVITY RECORD FOR INSERVICE CREDIT

TEACHER'S NAME: _____

Record below time spent in your pre-approved staff development activity. Please be specific, noting the activity engaged in, the exact date(s), the time of day, and the number of hours spent on each date recorded. Please do not summarize.

Please submit to the Staff Development Committee when **twenty-two (22) hours, forty-four (44), or sixty-six (66) hours** of pre-approved activity have been completed.

ACTIVITY _____ DATE _____ TIME _____ HOURS _____

TOTAL _____

I attest that the above record is true and accurate.

Teacher's Signature

FOR STAFF DEVELOPMENT COMMITTEE USE

All hours listed are for pre-approved staff development activities:

Committee Member

Committee Member

Committee Member

FOR SUPERINTENDENT'S USE

_____ inservice credit(s) has/have been granted for _____ hours listed.

Superintendent's signature: _____

APPENDIX G

ROCKPORT PUBLIC SCHOOLS TEACHER EVALUATION

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

The regulatory purposes of evaluation are:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
- ii. To provide a record of facts and assessments for personnel decisions;

The Rockport Public Schools purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. This may include photography, videotaping or audio taping, but only by mutual agreement.

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, Middle-High School Librarian, diagnostician, school psychologist and school adjustment counselor.

Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, Elementary Librarian, technology and physical education. May also include special education teachers and reading specialists who teach whole classes.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre- and post- unit and course assessments, and capstone projects. Administrators, teachers by department and grade level teams will collaboratively generate measures of student growth. The 2013-2014 year will be a pilot year and after that time, these measures shall be locally bargained by the parties and following the DESE guidelines.

Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

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:

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS). The educator shall be evaluated at least annually.

Self-Directed Growth Plan shall mean a plan developed by the Educator for one (1) or two (2) school years for Educators with PTS who are rated Proficient or Exemplary.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two (2) years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one (1) year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one (1) school year or less for Educators with PTS who are rated Needs Improvement. There shall be a Summative Evaluation at the end of the period determined by the Plan and if the educator does not receive a Proficient rating he or she shall be rated Unsatisfactory and shall be placed on an Improvement Plan.

Improvement Plan shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than forty-five (45) school days and not more than one (1) school year for Educators with PTS who are rated unsatisfactory, and with goals specific to improving the Educator's unsatisfactory performance

DESE: The Massachusetts Department of Elementary and Secondary Education.

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 to make personnel decisions (the "summative evaluation").

Evaluator: Any non-Unit A building administrator who is appropriately licensed and designated by the Superintendent who has responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

Primary Evaluator shall be the Building Principal. The Primary Evaluator shall be the person responsible for determining the Educator's performance ratings and approving the summative evaluation.

The Secondary Evaluator may be the Assistant Principal or the Director of Student Services. The Secondary Evaluator shall be the person responsible for supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.

Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate Administrator where the individual is assigned most of the time. The Principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the Superintendent will determine who the Evaluator will be.

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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.

Experienced Educator: An Educator with Professional Teacher Status (PTS)

Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

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.

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.

Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

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 WIDA gain scores.

Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one (1) or more classroom or worksite visits(s) of at least the length of the average class period by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Association and the Committee are the parties to this agreement

Performance Rating: Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. 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 the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of Needs Improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

Performance Standards: Locally developed and collectively bargained standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement.

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:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

Rubric: In rating Educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to assess the Educator's practice at the four (4) levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four (4) benchmarks – one (1) describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st (except for the 2013-2014 school year when the deadline is November 15th) to the Evaluator at the point of goal setting and plan development. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

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. The Summative Evaluation Rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the Four Standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws and the agreement between the parties to the collective bargaining agreement.

Superintendent: The person employed by the Rockport School Committee pursuant to M.G.L. c. 71 §59 and §59A. The Superintendent is responsible for the implementation of 603 CMR 35.00.

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.

Trends in student learning: At least three (3) years of data from the locally bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

Walkthroughs: Observations which are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for between five (5) to fifteen (15) minutes each.

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:
- 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;
 - Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the World-Class Instructional Design and Assessment (WIDA) and locally bargained measures of student learning comparable across grade or subject district-wide.
 - 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.
 - 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 shall be locally bargained. The measures shall be based on the Educator's role and responsibility.
- B. Observations and artifacts of practice including:
- Unannounced observations of practice
 - Announced observations of practice
 - Examination of Educator work products
 - Examination of student work products
 - Evidence of progress towards professional practice
 - Evidence of progress towards student learning outcome goals
- C. Evidence relevant to one (1) or more Performance Standards, including but not limited to:
- Evidence compiled and presented by the Educator, including:
 - 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;
 - Evidence of active outreach to and engagement with families;
- D. Student feedback collected by the district, starting in the 2013-14 school year. On or before July 1, 2013, DESE shall identify one (1) or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

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. Those rubrics are attached to this agreement.

5. Evaluation Cycle: Training

- A. Prior to the implementation of the new evaluation process contained in this Article, the District 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 in cooperation with the Association, shall determine the type and quality of training based on guidance provided by DESE.

- B. By November 15th 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 15th 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 Superintendent shall work with the Association to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

At the start of each school year, the Superintendent, Principal and Association representatives shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The Superintendent, Principal and Association representatives 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, provided that an announcement is made at the beginning of the meeting that it is being recorded. If there is someone who has a reason for not being recorded as part of the video, the individual will be provided with an alternative activity for the duration of the faculty meeting.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district educator evaluation model as part of the teacher induction program.

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 Secondary Evaluator a self-assessment by October 1st or within four (4) weeks of the start of his/her employment at the school except for the first year of this agreement when it shall be completed by November 15th
- ii. The self-assessment includes:
 - An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four (4) Performance Standards of effective practice using the district's rubric.
 - Proposed goals to pursue:
 - At least one (1) goal directly related to improving the Educator's own professional practice.
 - At least one (1) goal directed related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four (4) weeks of the Educator's first day of

employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose 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 as directed by the Primary Evaluator. 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 (1) goal related to the improvement of practice as well as one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #20, below.

The Evaluator retains authority over goals to be included in an Educator's plan.

- C. Educator Plan Development Meetings shall be conducted as follows:
- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six (6) weeks of the start of their assignment in that school
 - 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.
 - For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these Educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
- D. The Evaluator completes their review of the Educator Plan by November 15th 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

In the first three (3) years of practice:

- The Educator shall have at least two (2) announced observations during the school year, one (1) before January 31st and one (1) after January 31st, using the protocol described in section 11C, below.
- The Educator shall have a minimum of one (1) unannounced observation before January 31st.
- The goal should be to conduct at least one (1) observation during each of the first three quarters of 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 will have one (1) announced and one unannounced-observation during the evaluation cycle to occur at least once during the first year of the two-year period and once during the first half of the second year of the cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan which will include at least two announced observations, one (1) before January 31st and one (1) after January 31st. The Educator shall have at least two (2) unannounced observations, at least one (1) before January 31st and one (1) after January 31st.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan that must include both unannounced and announced observations. The educator will have four (4) total unannounced observations, at least one (1) per each quarter of the school year. The Educator will have two (2) announced observations, one (1) before January 31st, and one (1) after January 31st. For Improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations during that six-month period.

11. Observations

Observations required by the Educator Plan should be completed by the dates indicated in the chart in section 20.

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

- A. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for between five (5) to fifteen (15) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction and are used to talk about observed patterns and trends across classrooms rather than commenting on individual teachers. The Educator will expect to get feedback from the Evaluator if the Evaluator observed any issues of concern.

- B. Unannounced Observations: All unannounced observations shall be conducted according to the following:
- The evaluator shall observe the educator for the length of the average class period.
 - The Educator will be provided with written feedback and a post-conference meeting with the Evaluator to be held within ten (10) school days of the observation. The written targeted and specific feedback shall be delivered to the Educator in person or placed in the Educator's mailbox. If either the Educator or the Evaluator requests an additional meeting to discuss the observation or feedback, such a meeting will take place within five (5) school days after the completion of the post-conference meeting . The Educator will always have the opportunity to write a response to an observation.
 - Any unannounced observation or series of unannounced observations resulting in one (1) or more standards judged to be unsatisfactory or needs improvement must be followed by at least one (1) announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- C. Announced Observations: All announced observations shall be conducted according to the following:
- i. The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least the length of the average class period. At the elementary level, evaluators are encouraged to remain through transition to the next lesson.
 - ii. Prior to the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. The Educator shall inform the Evaluator as to the content of the lesson, student conference, IEP plan or activity.
 - iii. 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.
 - iv. Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This time frame may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled and held within 48 hours if at all possible.
 - v. The Evaluator shall provide the Educator with written feedback within ten (10) school days of the post conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - Describe the basis for the Evaluator's judgment.
 - Describe actions the Educator should take to improve his/her performance.
 - Identify support and/or resources the Educator may use in his/her improvement.
 - State that the Educator is responsible for addressing the need for improvement.
 - vi. The Educator may request that an additional meeting be held to discuss the written feedback within ten (10) school days of receipt of that feedback or may opt to just sign and return the observation. The educator's signature on the observation indicates receipt only and does not indicate agreement with the contents of the observation.

vii. The Educator may request and shall be provided with an additional observation and/or an additional observer when s/he feels his/her professional practice has been misrepresented in the written feedback provided.

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 give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 13, below.
- C. The Formative Assessment Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D. No less than two (2) weeks before the due date for the Formative Assessment Report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, 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 performance towards the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox.
- G. The Educator shall sign the Formative Assessment Report within five (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.
- H. The Educator may reply in writing to the Formative Assessment Report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.

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

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15th of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B. The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No later than May 1st, 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 that may be included in the assessment of the Educator based on the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation Reports must be signed by the Evaluator and delivered face-to-face or by delivery to the Educator's school mailbox.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation Report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation Report within five (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.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one (1) or two (2) year Educator Plan, the Summative Report must be written and provided to the Educator by May 15th.
- 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 Evaluator shall determine the summative rating that the Educator receives. 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.
- D. 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.
- E. 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.
- F. No later than April 15th, 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 (4) Performance Standards.

- G. The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator face to face or to the Educator's School mailbox no later than May 15th.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by June 1st.
- J. The Evaluator shall meet with the Educator rated Proficient or Exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation Report.
- L. The Educator shall sign the final Summative Evaluation Report by June 15th. 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 filed in the Educator's personnel file.

15. Educator Plans – General

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. The Educator Plan shall include, but is not limited to:

- At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
- At least one (1) goal for the improvement to the learning, growth and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of attaining 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.

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

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

The Educator whose overall rating is Proficient or Exemplary will have one announced and one unannounced observation during the evaluation cycle, one of which shall occur during the first year of the two-year period and the other during the first half of the second year of the cycle. 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, for those educators whose impact on student learning is moderate or high, when available. A Formative Evaluation Report is completed at the end of year 1 and a Summative Evaluation Report at the end of year 2.

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, for those educators whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation Rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

The Educator with PTS whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan. The plan will include at least two (2) announced observations, one (1) before January 31st and one (1) after January 31st. The Educator shall have in addition at least two (2) unannounced observations, at least one (1) before January 31st and one (1) after January 31st.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

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.

For an Educator on a Directed Growth Plan whose overall Summative Performance Rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall summative 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

An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory.

The Educator whose overall rating is Unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observations. The Educator will have a total of at least four (4) total unannounced observations, at least one per each quarter of the school year. The Educator will have at least two (2) announced observations, one (1) before January 31st, and one (1) after January 31st. For improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations during that six-month period.

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 forty-five (45) school days and no more than one (1) school year. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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.

The Improvement Plan process shall include:

- Within ten (10) 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.
- The Educator may request that a representative of the Association attend the meeting(s).
- If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- The Superintendent shall be notified immediately of any teacher placed on an Improvement Plan and be made aware of the provisions of the plan.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- 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);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Evaluator.

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.

The decision on the Educator's status shall be presented in writing at the conclusion of the Improvement Plan.

All determinations below must be made no later than June 1. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:

- 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.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a 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.
- 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 for One (1) Year Plans (Except for the First year of Implementation)

Activity:	Completed By:
Superintendent and Principal meet with Evaluators and Educators to explain evaluation process	By September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1

Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four (4) weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks prior to Summative Evaluation Report date established by Evaluator	March 1
Evaluator completes Summative Evaluation Report	April 15th
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 1st
Evaluator meets with Educators whose ratings are Proficient or Exemplary at request of Evaluator or Educator	May 15th
Educator signs Summative Evaluation Report and adds response, if any within five (5) school days of receipt	June 1st

Educators with PTS on Two-Year Plans

Activity:	Completed By:
Superintendent, and Principal meet with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 15th
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 observation(s)	At least once during year one and during the first half of year two of the two-year cycle
Evaluator completes Formative Evaluation Report for Year 1 or Summative Evaluation for Year 2	May 15 th
Evaluator conducts Summative Evaluation Meeting	June 1 st of Year 2
Evaluator and Educator sign Summative Evaluation Report	by the last scheduled school day of Year 2

Educators on Improvement Plans

The timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan.

21. All PTS educators, with the exception of those on an existing Improvement Plan, will be rated as Proficient upon the implementation of this educator evaluation system and placed on their respective evaluation cycle for the 2013-2014 school year.

22. Rating Impact on Student Learning Growth

DESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with

respect to this matter, provided that Educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

23. Using Student feedback in Educator Evaluation

DESE 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. 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, unless there is a threat to their health or safety. 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (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 Supervisor. If the issue is not resolved at this level, the Educator may request a meeting with the Superintendent who shall provide for said meeting. The Evaluator and his/her Supervisor may also attend this meeting with the Superintendent and the Educator at the Superintendent's discretion. The Educator shall the right to have an Association representative present at this meeting.
- E. The parties agree the 2013-2014 year will be a pilot year. A joint labor-management evaluation team shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F. Violations of this article are subject to the grievance and arbitration procedures.

For the Association

For the School Committee

Date

Date