

**Agreement**  
**between**  
**THE SCITUATE SCHOOL COMMITTEE**  
**and**  
**THE SCITUATE TEACHERS' ASSOCIATION, INC.**

**September 1, 2015-August 31, 2018**

### **Preamble**

The undersigned leadership of the Scituate Public Schools and the Scituate Teachers Association is jointly committed to:

- Securing the superiority of the Scituate Public Schools in every phase of the organization through an ongoing process of delivering the highest quality instruction.
- Continuing harmonious relations through open communications and problem solving.
- Providing teachers with the compensation and conditions of employment as guaranteed by this collective bargaining agreement.

The parties agree that a continuous commitment to every student of this community and attention to the needs of its educators and related constituencies are keys to our success and a source of pride and motivation. We jointly commit to pursue the implementation of a jointly developed quality strategy.

## ARTICLE I

### Recognition

1. For the purposes of collective bargaining on questions of wages, hours, and conditions of employment contained in this agreement, the Scituate School Committee (hereinafter the "Committee") recognizes the Scituate Teachers' Association, Inc., (hereinafter the "Association") affiliated with PCEA, MTA, NEA, as the exclusive representative of the following full-time and part-time professional employees of the Committee;

Unit A: classroom teacher (which term includes art, music, driver education, curriculum leaders and physical education), reading specialists, math specialists, technology integration specialists, speech & language pathologists, remedial reading, remedial education, special education, special education team chairpersons, extracurricular activities and Summer School/Summer Services and school librarians, school counselors, school psychologist, occupational therapist, physical therapists, nurse leader, school nurses, school social worker, pre-kindergarten teacher, board certified behavior analyst, and coaches, but excluding substitute teachers and all other employees of the school department.

Unit B: department chairperson and curriculum coordinator.

2. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this agreement and shall be hereinafter referred to as "teachers" unless otherwise noted.
3. Unless another employee organization shall be designated as the exclusive representative of the teachers, the Committee agrees, that so long as this Agreement continues in effect, it will not recognize any organization other than the Association and its affiliates as the representative of the teachers for the purposes specified in Section 1.

## **ARTICLE II**

### **Salary Schedules**

The salary schedules set forth in Appendix A through E hereof shall apply to the teachers covered by this Agreement as identified on each schedule.

## **ARTICLE III**

### **Application of Salary Schedules**

1. Upon initial employment a teacher may be placed on the salary schedule at a step based on credit for previous employment as follows:
  - 1.1 One year of credit for each year of full-time public school teaching employment in the subject area for which he/she has been hired.
  - 1.2 One year of credit for each year of military service or each year of teaching service in the Federal Action programs, such as the Peace Corps, Vista, Teach for America, or AmeriCorps, up to a maximum of two years for each such service, providing that additional years of credit may be given for additional years of military service upon the recommendation of the Superintendent that the military service involved experience substantially equivalent to teaching experience. To be eligible for credit, prior employment, military or Federal Action programs service must have been performed after the teacher earned a Bachelor's Degree from an institution accredited as provided in Section 5 below.
  - 1.3 Credit for prior teaching employment in other than public schools may be given at the discretion of the Superintendent.
  - 1.4 Credit for prior employment shall be computed on the basis that employment continuing over six months or more in any one calendar year or five months or more in any one academic year, as the case may be, shall be deemed one year of employment, but this computation shall not apply to more than one such calendar or academic year of prior employment offered by a newly employed teacher for credit.
  - 1.5 A position on the salary schedule shall be granted only upon presentation of a transcript of the degree and/or graduate credits from a college or university accredited by one of the regional accreditation associations.
  - 1.6 A part-time teacher shall receive that portion on the salary schedule which is applicable and based on the number of hours served by an elementary teacher or the number of periods served by a secondary teacher.
  - 1.7 A department chairperson or curriculum coordinator shall earn one year of credit for each year of similar full-time, supervisory public school employment in the subject area for which he or she has been hired.
  - 1.8 A department chairperson or curriculum coordinator may earn credit for similar full-time, supervisory employment in other than public schools or the subject area for which he or she has been hired at the discretion of the superintendent.

- 1.9 A long-term substitute teacher whose assignment is for one full-year (180 school days) shall be placed on the salary schedule at a step based on credit for previous employment as outlined above and shall be considered a one year appointment. Should a long-term assignment change from temporary to full-year during the current school year, said assignment will then be considered a one year appointment and a change in salary will occur on the date of appointment, however compensation shall not be retroactive. All one year appointments shall count towards Professional Teacher Status.
2. In determining the schedule to apply to a teacher upon initial employment or upon transfer of a teacher to a schedule applicable to persons of higher academic qualifications, the Superintendent of Schools shall accept a bachelor's or master's degree earned from an institution accredited by an association that is recognized by the U.S. Department of Education, the Council of Higher Education, or by the National Council for Teacher Education.
3. Teachers not at the maximum step on their applicable schedules shall normally advance one (1) annual increment for each year of full-time employment, five months (5) or more of full-time employment in a school year being considered employment for such year.
4. Salaries shall be paid in twenty-six (26) installments in arrears on every other Thursday commencing with the first regularly scheduled pay-cycle in September in each year. The final "lump sum" pay periods remaining at the end of the school year shall be combined into one payment. Salary shall be direct deposited into an account specified by the employee. The present pay system shall remain in effect unless the Association notifies the Committee in writing by July 1 of its desire to change to a twenty-one (21) payment system for the following school year.
5. Unless a teacher notifies the Superintendent to the contrary within two weeks, after receipt by a teacher of his/her contract and memorandum explaining the salary schedule, it shall be assumed that the step, salary, and accrued earned credits are correct.
6. Acceptance of credits for courses previously taken may be withheld when, in the opinion of the Superintendent, they do not meet desired standards.
  - 6.1 All credits for courses to be taken must be approved in advance by the Assistant Superintendent if credit for them is to apply.
  - 6.2 After a course has been approved by the Assistant Superintendent, a transcript of the mark for it must be submitted to him/her within six months from the completion of the course, or the course approval shall no longer be in effect.
7. Course credits to be applied for salary purposes to be effective September 1 must be received prior to October 1. Course credits to be applied for salary purposes to be effective March 1 must be received prior to March 1.
8. As of September 1, 2012, any teacher currently enrolled in a Master's program which requires greater than thirty-six (36) credits for completion, will be allowed to apply those credits in excess of thirty-six to future movement on the salary schedule. Notice of said enrollment must be provided in writing to the Superintendent no later than October 31, 2012.

9. It is the responsibility of the teacher to maintain a valid educator license from the Massachusetts Department of Elementary and Secondary Education, where appropriate, for the grade and subjects taught. The teacher shall provide documentation of new license and license renewals to the Superintendent's Office when any change in status occurs.
  - 9.1 If the district requires a teacher to provide a hard copy of a teacher's license, then administration will reimburse the fee. This provision does not apply to documentation requested at the time of hire.
  - 9.2 Nurses will be reimbursed the fee for maintaining their license to practice as a Registered Nurse in Massachusetts.
10. Extracurricular activities are not subject to any provision of this Agreement, except for the Schedule of Stipends.
  - 11.1 Members of the bargaining unit who were employed during the 2009-2010 school year who leave the employment of the Scituate School Committee for any reason, whether as a result of retirement, reduction-in-force, voluntary resignation or termination, and have not reached Step 14 of the salary schedule, or Step 8 of the Department Chairperson/ Curriculum Coordinator salary schedule, as of the date of separation from employment, shall be eligible to receive six (6) days of severance pay calculated at the member's per diem rate of pay as of the date of separation. Once a member has reached Step 14 of the salary schedule, or Step 8 of the Department Chairperson salary schedule, he/she shall no longer be eligible for this severance payment. Members of the bargaining unit who did not serve the entire 2009-2010 work year shall be entitled to receive a pro-rated severance payment based upon that percentage of the school year actually worked.
  - 11.2 In the event that a member is separated from employment as a result of reduction in force and said member is later recalled to employment and accepts such re-employment, said member shall reimburse the District any and all monies paid to him/her under this provision. Upon repayment of the severance amount, the member will become eligible for this severance payment at the time of any subsequent separation from employment, so long as he/she satisfies the eligibility criteria set forth at Sub-Section 11.1, above.
  - 11.3 The Parties shall meet yearly to review and establish a list of employees who remain eligible for the severance payment described above.

## ARTICLE IV

### Teaching Hours

1. The Committee determines, subject to law and applicable regulation of superior authority, the length of the school day and the number of days in the school year. The school day for a given school is the period beginning at the time by which pupils must be present and ending at the time of general pupil dismissal. During the terms of this Agreement, the elementary school day shall be no longer than six hours and thirty minutes (6:30) and the secondary school day shall be no longer than six hours and thirty-five minutes (6:35). The Early Childhood Center (ECC) school day shall be no longer than six hours and twenty-five minutes (6:25) with no classes in session on Fridays. Prior to the establishment of the beginning and ending times for each school in the system, the Association shall be consulted.
2. The starting and dismissal times for students shall be established by the Committee provided, however, that the length of the teacher's work day shall not be increased except for cause. Teachers must report to their school buildings fifteen (15) minutes before the students' starting time. As professional educators, it is acknowledged that time must be spent outside the school and work day to ensure the standards and indicators of effective teaching practice are met. How that time is defined is at the discretion of the educator.

In addition to the basic work day, defined as the beginning to end of the scheduled student day, teachers shall be required to arrive thirty (30) minutes before the start of school one day per month for district lead collaboration time. Schools will schedule a one-hour delayed opening on those days. Teachers shall be required to arrive before or remain after the basic work day for not more than two meetings per month, not to exceed 60 minutes.

3. The Committee agrees that in the event that a change in the currently established hours becomes necessary or desirable in the best interest of the students the effects of said change(s) on working conditions and/or hours other than those provided for in this section will be impact bargained with the Association. The impact of schedule changes at the secondary level (defined for the purposes of this article as the Gates Intermediate School and the High School) will be impact bargained with the Association with notice of intent to bargain given no later than March 1 of the year prior to which implementation of the change is to be effective. The number of course sections which a secondary teacher is assigned will not increase as a result of a change in scheduling format without agreement by the parties. The Association agrees that "directed study" as defined by The Massachusetts Department of Education Time and Learning Requirements shall be defined as an assigned duty and not as an additional course.
4. A teacher in a school operating on a single-session basis, whose basic work day is five and one half (5 1/2) hours or more, shall be scheduled to have a duty-free lunch each day of at least thirty (30) minutes at the elementary and twenty (20) minutes at the secondary level.

5. The responsibility for setting the school calendar and teacher work year rests with the School Committee. The work year of teachers (other than teachers new to the Scituate Public Schools) shall begin no earlier than the Monday before Labor Day, terminate no later than June 30, and shall in no event be longer than one hundred eighty four (184) days. In the event the work year begins during the week before Labor Day, no work will shall be scheduled on the Friday immediately prior to Labor Day. The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, in-service meeting days prior to the final day of pupil attendance, and any other days on which teacher attendance is required. The final day of the work year shall be a full workday involving a half day of student attendance and a half day for teachers to attend to finalizing school year responsibilities. Days on which teacher attendance is not required, because of inclement weather, shall not be included in computing the work year of the teachers.
6. In cases of (a) shortage of personnel because of absence, (b) unavailability of facilities, or (c) other emergency, the requirements of Sections 2, 3 and 4 shall not apply to the extent and for the period necessary to maintain the scheduled educational program of the Scituate Public Schools.
7. The parties agree that the instructional responsibilities of teachers and department chairpersons include preparing teaching materials, giving help to individual pupils, and conferring with parents, principals and other administrators, and that these responsibilities should, to the greatest extent possible, be fulfilled outside of the school day or, in the case of teachers and department chairpersons not regularly assigned to continuous teaching duties, outside of scheduled teaching periods.
- 8.1 Secondary teachers assigned to subject matter courses shall have at least one (1) period, or its equivalent, free each day from scheduled supervisory or teaching duties. Elementary classroom teachers will be provided with a daily preparation period of no less than thirty (30) minutes. The Committee will reimburse teachers for any day when the teacher(s) is not provided with a preparation period in order to perform a previously scheduled duty, e.g., recess, cafeteria, etc. The rate of reimbursement will be the hourly rate, per contract year, as found in Appendix C of the Agreement
- 8.2 Secondary teachers will not be required to teach more than two subjects and the Committee will endeavor to arrange schedules so as to require no more than three (3) preparations. Exceptions to this provision may be made only if the Superintendent or his/her designee determines that it is necessary to do so in the best interest of the educational process. The Association shall be notified of each instance of such exceptions. If the Association disagrees with the exceptions determined by the Superintendent or his/her designee, it may appeal such determination in accordance with the grievance procedure of this Agreement to the Committee. However, the decision of the Committee shall be final and no recourse to arbitration may be made from the Committee's decision.
- 8.3 The work day for full-time school nurses shall be the work day for teachers in the school to which they are assigned. Nurses shall have a lunch period equivalent to that of teachers, but they will remain on call during that time in case their services are required for emergency situations. Nurses will not be assigned a supervisory duty. Nurses will not receive a daily preparation period, however every effort will be made to provide two and one-half (2.5) hours of office secretarial support each week as needed.



- 8.4 Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence.

The Committee will reimburse teachers whenever the teacher(s) loses a preparation period due to the lack of a substitute. The rate of reimbursement will be the existing hourly rate, per contract year, as found in Appendix C of the Agreement.

Payment will be made in December and June provided, however, that the teacher and the principal certify the number of lost preparation periods by the end of December and June for payment at the appropriate times and provided that a current record of same is available at all times in the office of the principal.

In addition, secondary faculty may volunteer for one period per day for student assignment, when a colleague is absent and no substitute is available. The secondary principal will notify faculty when a substitute is not available. Volunteers will be accepted and payment will be at the existing hourly rate, per contract year, as found in Appendix C of the Agreement.

9. Participation by teachers in extracurricular activities sponsored by the Scituate Schools and attendance by teachers at meetings and conferences related to school matters are considered necessary for the promotion of good public education in Scituate. Teachers may be required to attend not more than four evening events each school year such as open house, parent conferences, concerts, art exhibitions, graduations or similar events. An STA representative from each school will be allowed to attend a District Leadership Team meeting in order to determine the schedule for parent conferences on the elementary, intermediate and secondary level. Participation or attendance by any teacher in any activity or at any meeting other than as may be specifically required hereunder shall be at his/her option in the exercise of his/her professional judgment. The School Committee retains the authority to set the school calendar.
10. All personnel covered under the collective bargaining agreement in the recognition clause, Article I, paragraph 1, except Department Chairpersons, who are required to work beyond the school year by the Superintendent or his/her designee, shall be paid at the hourly rate. It is understood, however, that the work year for secondary school counselors shall include five (5) additional workdays, two (2) days immediately following the work year and three (3) days prior to the work year for teachers as defined by Article IV Section 5, with compensation provided at the individual school counselor's per diem rate of pay. Should school counselors be required to work beyond the five (5) additional days stated herein, they will be compensated at their per diem rate of pay.
11. The equitable assignment of supervisory duties, such as lunchroom duty, recess, bus duty, study hall, corridor supervision, etc. is the responsibility of the building principal. During the school year, lunchroom duty shall be equitably rotated among all members of the teaching staff to the extent educationally desirable and administratively feasible. Elementary teachers will not be required to perform cafeteria duty except in circumstances beyond the Committee's control. Teachers who are assigned to more than one school on a given day will be assigned no non-teaching duties on said day.

12. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should, to the extent possible, be used to this end. Therefore, they agree that teachers shall not be required to collect money from students, for non-educational purposes, and when required to collect and transmit money for educational purposes, they shall not be required to tabulate and account for such money. Teachers shall not be required to keep registers and office record cards or to transport students. The Committee will consider and adopt a policy on the voluntary transporting of students by teachers.

13. Unit B:

<u>Department Chairpersons</u>	<u>Grades</u>
English Language Arts and Reading	6 – 12
Mathematics	6 – 12
Science and Technology Education	6 – 12
History and Social Sciences	6 – 12
School Counseling, Testing and Career Services	PK – 12
Foreign Language and English Language Learners	PK – 12
P.E., Health, Business, and Family and Consumer Science	PK – 12
Fine and Performing Arts	PK – 12

Curriculum Coordinators

Science, Technology, Engineering, and Math (STEM)	PK – 5
Literacy	PK – 5

- A. In a seven-period school day, Department Chairs will be assigned one (1) teaching period -The Department Chairperson for School Counseling will have a daily assignment that will be divided between 20% counseling and 80% supervision and will include one (1) unassigned period. Curriculum Coordinators will not be assigned a teaching period.
- B. The workday of Department Chairs and Curriculum Coordinators shall be one (1) hour longer than the workday of teachers in the school they are assigned. However, it is understood that the particular work hours on a given day may vary as the responsibilities of the position demand.
- C. Department Chairpersons and Curriculum Coordinators shall not be assigned a supervisory period.
- D. The school or schools in which Department Chairpersons teach shall be decided by the Superintendent of Schools. Curriculum Coordinators will be assigned a home base in one of the elementary schools.
- E. The work year of Department Chairpersons and Curriculum Coordinators shall be two hundred four (204) workdays. This shall include ten (10) days beyond the teacher's work year as scheduled by the Superintendent of Schools or his/her designee, and ten (10) days beyond the teacher's work year as scheduled by the chairperson/coordinator with approval of the Assistant Superintendent of Schools. The dates of the days to be scheduled by the Superintendent of Schools or his/her designee shall be published no later than March 1.

- F. Department Chairpersons shall not be assigned evaluation responsibilities for 6<sup>th</sup> grade teachers until the opening of the new 6-8 middle school. Curriculum Coordinators will continue to be assigned evaluation responsibilities for 6<sup>th</sup> grade teachers and will not be assigned evaluation responsibilities for Early Childhood Center (ECC) teachers until the opening of the new 6-8 middle school.

## ARTICLE V

### Staffing

1. The Committee shall employ teachers in ratios of at least forty (40) elementary classroom teachers for each one thousand (1,000) pupils enrolled in the elementary grades and forty-five (45) secondary classroom teachers for each one thousand (1,000) pupils enrolled in the secondary grades (6 - 12), and it shall use its best efforts to keep such numbers of teachers employed in the system throughout the school year.
2. Specialists and Special Programs: The Committee and the Association recognize the fact that teachers of special subjects and professional support personnel are essential to the operation of an effective educational program.

## ARTICLE VI

### Teacher Programs, Assignments, Transfers, Vacancies & Promotions

1. All teachers shall be notified in writing of their programs for the next school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes they will have, as soon as practicable and, under normal circumstances, not later than June 15, provided that, in the event of a change in circumstances between then and the beginning of the next school year, such programs may be changed as required to meet the situation. When a new program differs from the original, each affected teacher shall be notified in writing, but such notice need not include any schedule of subject matter or class meetings.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for cause, to subjects and/or grades or other classes outside the scope of their teaching licenses and/or major or minor fields of study.
3. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one (1) school in any one (1) school day shall be reimbursed at the mileage rate established by the town for all inter-school driving.
4. All assignments and transfers shall be made without regard to sex, race, color, or creed of the teacher or to his or her marital status.
5. For the purposes of this article the following definitions hold. At the elementary level "reassignment" is a change in grade levels within a building. At the secondary level

"reassignment" is a change in grade level within the same subject/discipline within the same building. All other changes including changes in program area are "transfers". Reassignments are made by the building principal and need not be posted.

6. In transferring a teacher from one grade, subject assignment, or school to another, the wishes of that teacher shall be honored to the extent that they are compatible with his/her qualifications, instructional requirements, and the recommendations of the principal or principals involved and do not conflict with the best interests of the Scituate Public Schools and the community. A list of currently open positions in the system shall be emailed to all members of the bargaining unit and all other factors being substantially equal, preference shall be given in filling such positions on the basis of the length of the applicant's service in Scituate. All applicants currently employed in a position included in the bargaining unit will be given an interview for any vacancy for which they apply or request transfer provided that they hold a valid teaching license for the position.
7. A teacher who desires a transfer shall file a written request with the Superintendent by April 1. This does not preclude teachers from applying for any subsequently posted vacancy. If a vacancy occurs, a teacher desiring transfer to it shall submit his/her written request within ten (10) school days after posting of the open position. The request shall include the school, grade, and/or subject to which the teacher desires to be assigned. As soon as practicable and, under normal circumstances, not later than June 1, the Superintendent shall notify in writing each teacher who has filed a transfer request of the action taken on his/her request. All transfers will be effective on the date listed in the letter of appointment or the notice of transfer.
8. When involuntary transfers are necessary, a teacher's area of license, major and/or minor field of study, quality of teaching performance, and length of service in the Scituate Public Schools shall be considered, together with instructional requirements and other factors affecting the best interests of the system in determining which teacher is to be transferred. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, the teacher may request that the Superintendent or his/her designee meet with the teacher and a representative of the Association to discuss the matter within two weeks of the employee being notified of the transfer. All transfers will be effective on the date listed in the letter of appointment or the notice of transfer.
9. A teacher who desires reassignment shall notify the building principal in writing on or before April 1. As soon as practicable and, under normal circumstances, not later than June 1, the building principal shall notify in writing each teacher who has filed a reassignment request of the action taken on his/her request.
10. (a) Teachers are welcome to apply for any vacancies which are posted for which they are qualified.  
(b) All permanent openings shall be posted for a minimum of ten (10) calendar days. When unforeseen openings occur, the Superintendent may petition the Association in writing to waive the minimum posting requirement. Each posting will set forth minimum and preferred qualifications and the deadline for application.

- (c) Notice of all postings will be emailed to staff through the Scituate Public School's email system.
  - (d) All coaching positions will be posted at least 90 days prior to the start of the athletic season. Positions shall be posted for no less than ten (10) calendar days. If positions open after this period, such positions will be posted for ten (10) days unless the position must be filled immediately.
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- 11.1 Whenever any vacancy in a professional position above the rank of a classroom teacher occurs, it will be posted by the Superintendent in accordance with the procedures set forth in Section 10 of this article. All in-house qualified and licensed applicants for such position will be interviewed. Any committee appointed to conduct interviews for a position above that of classroom teacher will include a teacher designated by the Scituate Teachers Association. All teachers will be eligible for such designation.
  - 11.2 Department Chairpersons and Curriculum Coordinators, with professional teacher status, may request a voluntary transfer to an open posted position within Unit A. Should the transfer request be granted, the salary will be adjusted according to the teacher's salary schedule found in Appendix A.
  - 11.3 When a Department Chairperson or Curriculum Coordinator, with professional teacher status, is not reappointed to a Unit B position as a result of just cause determined by a mutually agreed upon evaluation procedure, or by a bona fide reorganization of the curriculum leadership structure, the department chairperson or curriculum coordinator with Professional Teacher Status will have involuntary transfer rights into Unit A. Should no open position be available, the department chairperson or curriculum coordinator may replace a less senior teacher consistent with Article XXI. Should this involuntary transfer to a teaching position take place, the salary will be adjusted according to the teacher's salary schedule found in Appendix A.
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- 12. The Committee will provide the Association the opportunity to review any existing or new job descriptions. Copies of all job descriptions/postings shall be maintained in a file by the Superintendent and shall be available for review.

The Association recognizes the right of the Committee to develop complete job descriptions and to publish these descriptions in a teacher handbook, job postings, or other appropriate places. In the event that a change in an existing job description impacts upon the terms and conditions of employment of the bargaining unit, the Committee agrees to abide by the requirements of Chapter 150E of the General Laws.
  - 13. The Association will be provided with an opportunity to meet with the School Committee or its designees prior to the opening of any new school or the change of grade configurations in any existing or new school in order to make the administration and School Committee aware of any concerns that the Association may have regarding any proposed changes. Said opportunity will be provided before any decisions have been finalized.

## ARTICLE VII

### Teacher Evaluation

1. All observations of the work performance of a teacher shall be conducted openly with full knowledge of the teacher. A teacher shall be given documentation of any observation report prepared by an evaluator, as well as summary evaluation reports which will be signed by the principal, or in the case of personnel who do not report to a principal, the summary evaluation report will be signed by an administrator designated by the Superintendent.
2. A teacher shall have the right, upon request, to review the contents of his/her personnel file and shall be entitled to have a representative of the Association accompany him/her during such review.  

No material derogatory of a teacher's conduct, service, character, or personality shall be placed in his/her personnel file until the teacher has had the opportunity to review such material and affix his/her signature to the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The teacher also shall have the right to submit a written answer to such material, and his/her answer shall be reviewed and signed by the Superintendent and attached to the file copy.
3. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.
4. The evaluation instrument and procedure shall be distributed to each teacher prior to any evaluation of that teacher. A consistent uniform procedure will be followed for all members of the bargaining unit. An ongoing committee shall review and make recommendations to the Association and the Committee on the evaluation instrument and procedure to be used.
5. The evaluation instrument and procedure for Unit A (see Appendix G), coaches (see Appendix H) and Unit B (see Appendix I) are attached hereto.

## ARTICLE VIII

### Positions in Summer School, Evening School and Under Federal Programs

1. Notice of all openings for Summer School/Summer Services and Evening School positions and positions under federal programs shall be given by posting a notice there of via email as early as possible; not later than May 1 as to Summer School/Summer Services positions that have then been determined and not later than June 1 for Evening School positions that have then been determined.
2. In filling summer and evening school positions and federal program positions, consideration shall be given to an applicant's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, previous experience in the school or program in question and length of service in the Scituate Public Schools. When other factors are substantially equal, preference in appointment will be given to teachers within the Scituate Public Schools.

## ARTICLE IX

### Association Rights

1. The Association shall have the right to use school facilities when school is not in session provided that said use does not interfere with school sponsored activities and that said use has been approved in advance by the Superintendent or a designee. Said use will be without charge unless the Superintendent or designee determines that said use requires special custodial services in which case, the Association will bear the cost for said custodial services. The president of the Association shall provide the Superintendent and the principal of any school building which the Association wishes to use a list of all Association activities to be held in said building and the name of the Association representative who will be in charge.
2. The Association's representatives will be entitled to conduct Association business in faculty rooms and in other areas of the school buildings as may from time to time be designated by the building principal for said business provided that it does not interfere with school operations.  
  
Whenever any Association representative other than school department employees enters a school building, he/she shall report to the principal's office.
3. The Committee agrees to permit the Association to use school equipment for any purpose provided that said use does not interfere with normal school operations and has been approved in advance by the building principal. Any unusual cost associated with such use will be borne by the Association.
4. The Association may use electronic communication, and/or one bulletin board, designated for that purpose, in each school for the purpose of displaying notices, circulars, and other Association material. Copies of all such material shall be given to the building principal, but his/her advance approval shall not be required. The Association agrees that it will not post, or permit to be posted, any material derogatory of the Administration, the Committee, any member thereof, or the Scituate Public Schools.
5. The Committee agrees to furnish the Association, within ten days of its request, all available information under its control in the form in which it is maintained by the Committee to the extent that such information is a public record or the Association is otherwise entitled to it.
6. The Association President shall be released from all non-teaching duties during his or her term of office. The Association President or his/her designee will be granted up to 10 release days per school year with the prior approval of the Superintendent for the purpose of Association business. Whenever possible, instructional time should not be interrupted for Association business.
7. At least once per school year, the Association will provide the Superintendent and all principals with an initial list of the names of the officers of the Association, building representatives and all committee members by November 15<sup>th</sup> of each school year; and updates as needed.

8. The Association shall be provided with copies of minutes of official Committee meetings and all other materials that are distributed to the public at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting and any attached documents shall be given to the Association President prior to said meeting.

## ARTICLE X

### Sick Leave and Personal Leave

1. All teachers shall be credited with fifteen (15) days sick leave on September 1 of each school year. Such leave shall be with full pay.
2. All sick leave not used in the school year in which it was granted shall be accumulated up to a maximum of two hundred (200) days.
3. Sick leave will be granted for personal or family illness or accident. No doctor's certificate shall be required for any absence of not more than five (5) consecutive school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of the disability may be required beyond the sixth consecutive school day. Such certificate of fitness for service may be required as a condition of return to service.
4. Three (3) days per year will be granted as personal leave for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during school hours and are matters of hardship or other pressing need and not merely personal convenience. All teachers are permitted to take half a personal day. Half a personal day is defined as missing less than three and a half (3 ½) hours in a work day. Personal leave may not be taken the day prior to or the day following any vacation (Thanksgiving Recess, December Vacation, February Vacation, and April Vacation), nor may three (3) personal days be taken consecutively except under special circumstances with the approval of the Superintendent. Except in the case of emergencies, notice of such leave shall be given to the principal at least twenty-four (24) hours in advance before taking such leave. The applicant for such leave need not state the reason for taking such leave other than that he/she is taking it under this paragraph.  
  
The personal days are to be deducted from the accumulated sick leave. Days taken for personal leave beyond three (3) days per year shall result in a deduction of one one-hundred eighty-fourth (1/184) of the teacher's salary for each such day.
5. The District will maintain a record of accrued or accumulated sick leave. This record will be made available through electronic means. It is the responsibility of the teacher to check and verify sick leave each year and notify the Superintendent's Office of any discrepancy by November 1 of that year or the sick leave shall be considered correct.
6. A sick bank shall be established for members of the bargaining unit. The bank shall be administered by two members appointed by the School Committee and two members appointed by the Association who shall establish the bank's policies. Membership in the bank shall be voluntary. All unused sick days in the sick bank



should be carried over with a maximum cap of 600. It shall be assumed that each teacher will automatically donate one day per year to the Sick Bank unless the teacher notifies the Superintendent to the contrary in writing by October 1 of each school year.

#### 6.1 Procedures

- a) Upon the effective date of this agreement a voluntary sick leave bank shall be established for eligible members covered by this agreement who have:
  - been employed at least one full year in the Scituate Public Schools
  - a documented illness
  - exhausted their own accumulated sick leave and personal days
- b) At the beginning of each school year each eligible member of the professional staff covered by this agreement shall contribute one (1) day of his/her annual allotment of sick leave in order to fund the bank. Eligible members of the professional staff covered by this agreement who decide not to participate in the sick leave bank shall notify the Business Office by September 30th. Such notification shall be in writing. Unused sick bank days shall be carried forward from school year to school year up to a maximum of six hundred (600) days.
- c) The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Association and two by the School Committee. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. All decisions will be made by the committee as a whole. Once the committee has voted, the applicant and the payroll department shall be notified in writing of the outcome within three working days. Eligibility and amount shall be governed by the following criteria:
  - adequate medical evidence of illness
  - prior utilization of all eligible sick leave
- d) The initial grant of sick leave by the committee shall not exceed thirty (30) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President of the Scituate Teacher's Association. The committee will convene at the next regular meeting of the School Committee upon receipt of a sick leave bank request.
- e) Upon completion of the thirty (30) day period, the entitlement may be extended by the committee upon demonstration of need by the applicant.
- f) All documents, communications and records dealing with the processing of a sick leave bank request will be filed separately from the personnel files of the applicants. All correspondence will be marked confidential.
- g) If the sick leave bank is exhausted it shall be replenished by an automatic contribution of one (1) additional day from each member of the professional staff covered by this agreement.

- h) The decisions of the Sick Leave Bank Committee under this Article shall not be subject to the parties' grievance and arbitration procedure.
7. Any sick days taken beyond the accumulated leave available shall result in a deduction of one one-hundredth eighty-fourth (1/184) of the teacher's salary for each such day.
8. When an employee's service is terminated by retirement, resignation or death, he/she or, the estate shall be entitled to receive compensation for unused sick leave credit accumulated in excess of one hundred (100) days up to a maximum of two hundred (200) days at a rate of eight-five (\$85) dollars per day. This provision requires that a teacher shall notify the Superintendent in writing on or before January 15 that he/she is resigning or retiring at the end of that school year or thereafter. The notification letter shall indicate a specific date of retirement or resignation. Compensation for sick leave credit shall be made to the teacher on the next regular payroll following the effective date of his/her retirement or resignation. Teachers who previously elected to take three years of longevity payments are ineligible to participate in sick leave buyback.

## ARTICLE XI

### Temporary Leaves of Absence

1. Teachers will be allowed temporary leaves of absence with full pay for the following reasons:
- 1.1 Up to five (5) days will be granted as bereavement each time there is a death of a teacher's spouse, child, parent or sibling, grandparent, grandchild, father-in-law, mother-in-law, or of a person who is a member of the teacher's immediate household and in substance occupies a similar relationship to the teacher. Up to three (3) days will be granted as bereavement each time there is a death of a teacher's son-in-law, daughter-in-law, brother-in-law or sister-in-law, spouse's grandparent, aunt, uncle, niece or nephew and/or close family friend. At the discretion of the Superintendent and upon written application, additional temporary leave may be applied under this section.
- 1.2 Court Summons: Any teacher who is subpoenaed as a witness in a civil or criminal proceeding will be granted such day or days without loss of pay.
- 1.3 Military Leave: A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the state or federal government.
- 1.4 Professional Days: Up to five (5) days per year of temporary leave, if available, will be granted for such leaves as the Superintendent or his/her

designee may approve for the purpose of attending educational conferences, professional meetings, training institutes, and for visiting schools and other activities having a demonstrable relationship to the improvement of professional skills and expertise.

- 1.5 Religious Days: Up to two (2) days per year of temporary leave, for observance of religious holy days will be applied for those whose religious beliefs require a full day's observance. Each teacher shall also be allowed additional days of leave if required for the observance of such days. Days taken beyond two (2) days per year will be deducted from the accumulated sick leave if available.
2. Penalty: Any days taken beyond the limits of the above listed categories of temporary leave shall result in a deduction of one/one hundredth eighty-fourth (1/184) of the teacher's salary for each day.

## ARTICLE XII

### Extended Leaves of Absence

1. All leaves granted under this Article shall be without pay except the leave provision in Section 1.3(a)
  - 1.1 A leave of absence of up to one (1) year may be granted to any teacher with professional teacher status who is selected as a Fulbright Scholar, joins the Peace Corps or serves as an exchange teacher or an overseas teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent. A leave shall not be taken under this section by a teacher more than once every ten (10) years. Applications for leave under this section must be filed in writing with the Superintendent not later than the March 1 before the school year in which the proposed leave is to begin. The Superintendent shall promptly advise the applicant of his/her decision on the granting of such leave. A teacher on such leave shall notify the Superintendent in writing of his/her intention to return for the next school year not later than March 1, and a teacher who fails to give such notice by that date need not be returned to active employment until the second school year after such notice is given.
  - 1.2 Military leave may be granted to any teacher who is inducted, or is called or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service required by such induction. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.
  - 1.3 a. Parenting Leave:  
  
Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court

placement, as described in and as defined by M.G.L. Chapter 149, Section 105D, may be granted to a teacher for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act may be granted up to a total of twelve (12) weeks leave.

- i. Those who have accrued sick leave benefits may use these benefits under the same terms and conditions which apply to other temporary disabilities.
- ii. For any two employees of the district of the same family, one parent is eligible to use accrued sick leave under section 1.3(a)(i) above and the other parent may use up to ten (10) days of accrued sick leave, immediately following the birth or placement of the child in the member's home. The remaining period of leave granted under this section will be unpaid.

b. Child-Rearing Leave:

A teacher on parenting leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing leave. A teacher on Child-Rearing leave shall be permitted to return the 1st or 2nd work year following the birth, adoption, or placement of the child. Such teacher shall notify the Superintendent in writing by February 1 of her/his intent to return the following September. Under normal circumstances, in the event of a birth, adoption, or placement of a child after February 1, the teacher shall notify the Superintendent in writing within eight weeks after the birth, adoption or placement of the child of her/his intent to return the following September. Child-Rearing leave under this section is without pay.

1.4 A teacher whose absence, resulting from illness or accident, continues beyond the period compensated for under Article XI may be granted additional leave by the Superintendent of Schools for a period of such continuing absence, but not beyond the end of the school year in which the compensated period ends or, if such period ends after January 31, not beyond the end of the next following school year.

2. Any teacher desiring a leave of absence described in Section 1, or a leave of absence for any other reason, or an extension of leave previously granted, shall apply in writing to the Superintendent indicating the period of proposed absence and the reasons therefore. All responses to applications for leaves or extensions shall be acted upon in writing.

2.1 All benefits to which a teacher was entitled when his/her leave of absence began, including accumulated temporary leave of absence may be restored to him/her upon his/her return and, except as otherwise provided in Sections 1.1 and 1.2, he/she will be placed on the applicable salary schedule at the step he/she had attained when his/her leave began. A

teacher shall not, however, be entitled upon his/her return to benefits based upon service during the period of such leave.

- 2.2 Upon his/her return from a leave of absence taken pursuant to Section 1, a teacher shall be assigned to the same position he/she held at the time his/her leave began, if practicable and consistent with the maintenance of educational standards and if he/she is qualified therefore, or otherwise to such substantially equivalent position as is so consistent and for which he/she is qualified.
3. Anything in this Agreement to the contrary notwithstanding, it is agreed that no teacher granted any leave under this Article shall be deemed to be serving in the Scituate Public Schools for the purposes of General Laws, Chapter 71, Section 41, for the period of such leave.

### **ARTICLE XIII**

#### **Sabbatical Leave**

1. In the interest of rewarding professional performance and encouraging independent research, achievement, and professional growth, the Superintendent may grant sabbatical leaves as follows:
  - 1.1 No more than two (2) teachers shall be on sabbatical leave at any one time.
  - 1.2 A teacher who has completed seven (7) years of professional service in Scituate shall be eligible for sabbatical leave of one (1) school year at 60% salary; and a teacher who has been on sabbatical leave shall not again be eligible until he/she has completed seven (7) additional years of professional service in Scituate.
  - 1.3 A teacher who desires to apply for sabbatical leave shall submit a written application to the Superintendent by December 31st in such form as he/she may require.
  - 1.4 In considering an application for sabbatical leave, the Superintendent shall apply the following criteria: years of service of applicant, length of time the application has been pending, type of research or study planned, educational value of proposed research or study to Scituate, its relationship to the professional growth of applicant, the urgency of proposed research or study and past performance as evidenced by evaluation reports.
  - 1.5 The decision of the Superintendent shall be provided to the applicant in writing on or before April 1. The decision is binding and not subject to the grievance or arbitration procedures.
2. A teacher accepting sabbatical leave shall enter into a written agreement with the Superintendent in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.

3. When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the Superintendent in such form as the Superintendent may determine.
4. The Superintendent shall inform all teachers on sabbatical leave of opportunities for advancement and promotion, and such teachers shall be considered for such advancement or promotion in the same manner as those presently in service.
5. A teacher granted a sabbatical leave shall have the right to return to the same position, if it is available, or to one substantially equivalent to it.
6. A teacher's salary, while on sabbatical leave, shall include the current increment.
7. Prior to the granting of a sabbatical leave, the teacher shall enter into a written agreement with the Committee that he/she will return to service in Scituate Public School System for a period of at least two years following said sabbatical and that, in default of completing such service, shall refund to the Committee an amount equal to such proportion of the salary received by him/her while on leave as the amount of service not actually rendered.

#### **ARTICLE XIV**

##### **Complaint Procedure**

The purpose of this procedure is to resolve any complaints at the lowest possible level. The following procedure will be used:

1. Any administrator and/or, department chairperson or curriculum coordinator receiving the complaint will notify the teacher of the complaint within a reasonable period of time.
2. The teacher shall have the opportunity to respond to any complaint received by any administrator.
3. The parties agree that a teacher does not waive any legal and/or contractual rights by participating in this procedure.

#### **ARTICLE XV**

##### **Insurance and Annuity**

1. Teachers may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical, and surgical insurance benefits provided by any insurance plan adopted and maintained by the Town of Scituate pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan. This article shall not be subject to the grievance procedure.
2. The School Committee will advocate the continuance of insurance program coverage at the current levels.
3. Members of the bargaining unit may participate in the Contributory Benefits Plan and the Dependent Care Account Plan offered by the Town of Scituate.

## ARTICLE XVI

### Dues Deduction and Agency Fee

1. The Committee agrees to certify to the Town Treasurer all payroll deductions from the salaries of teachers for the payment of dues to the Scituate Teachers' Association, Inc., Plymouth County Education Association, Massachusetts Teachers' Association and the National Education Association as the teachers may individually and voluntarily authorize to be deducted and to request the Treasurer to transmit the deducted dues to the Treasurer of the Scituate Teachers' Association.
2. The Committee agrees to arrange for any authorized credit union deductions.
3. The contract shall include as a condition of employment, in compliance with Chapter 150E of the General Laws of Massachusetts, an agency fee provision effective February 1, 1982. The agency fee shall be equivalent to the full annual dues less any political contribution.
4. The Association will hold the Committee harmless and indemnify the Committee for any expenses incurred in the administration and enforcement of Article XVIII including but not limited to attorney's fees and cost, but excluding incidental clerical costs, provided:
  - a) the Committee expeditiously fulfills its obligations under this Article;
  - b) the Association reserves the right to select or assign counsel of its own choice, the Committee cooperates with said counsel in the conduct of the case; and,
  - c) the Association retains full control over the conduct of the case.

## ARTICLE XVII

### Professional Development, Teacher Input and Educational Improvement

1. The Professional Development Committee
  - (a) The School Committee and the Association agree to the establishment of a Professional Development Committee. This Professional Development Committee shall be composed of teachers and administrators. All department chairpersons and curriculum coordinators shall be members of the Professional Development Committee. This Professional Development Committee will be co-chaired by the Superintendent of Schools or his/her designee and the President of the Association or his/her designee, said Association designee shall be communicated to the Superintendent's office no later than Oct. 15<sup>th</sup>.

The purposes of the Professional Development Committee are to advise in facilitating the professional development of teachers and curriculum development, to hear and review the instructional concerns of the teaching staff, and to develop a plan for focusing curriculum and

instructional improvement efforts. The Professional Development Committee is not designed to serve as a replacement for either the Office of the Assistant Superintendent of Curriculum, Instruction, and Staff Development or the teachers' own instructional and curriculum initiatives. The Professional Development Committee shall promote the broadest possible teacher representation and involvement in the decision-making process regarding professional development, instructional planning and design.

The Professional Development Committee shall report its findings and recommendations to the Superintendent (or the Superintendent's designee), the Association and the School Committee.

- (b) As part of its responsibilities, the Professional Development Committee shall review and make recommendations regarding instructional concerns and issues such as: instructional management systems, testing programs, pilot and experimental programs, and changes in new and existing instructional programs.
  - (c) Progress reports shall be issued as the need develops. There shall also be a year-end report prepared by the Office of the Assistant Superintendent of Curriculum, Instruction, and Staff Development. Such reports shall be public documents available upon request to all educators in the system.
2. The Association may set up credit courses of an educational nature taught by a qualified person and paid for by the teachers themselves, with advance approval of the Superintendent. The Committee shall give credits to teachers who have passed such courses, and these credits shall be applied to the salary schedule with the approval of the Superintendent and the Committee.
  3. The Committee shall pay 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 and/or with the advance approval of the Superintendent.
  4.
    - (a) Any system-wide, in-service program during the school year shall be structured by a committee made up of representatives of the Association and the Administration.
    - (b) On days that there is an early release in-service program, teachers will be provided with a thirty minute duty-free lunch period prior to the commencement of the in-service professional development activity
  5.
    - (a) The Committee will provide \$1,000 per year for each teacher (prorated for part time teachers) to an aggregate cap for the entire bargaining unit of \$75,000 in FY16 and \$85,000 per year for FY17 and each year thereafter from the Professional Enhancement Fund to be used for courses, conferences, workshops, or seminars that have been approved in advance by the Assistant Superintendent. Proof of conference, workshop, or seminar attendance and payment must be submitted no later than June 30<sup>th</sup>. Proof of course completion, including an official grade report from the college or university attended and proof of



payment, must be submitted no later than June 30<sup>th</sup> in the year the course is taken to be eligible for reimbursement. The availability of funds or any remaining funds as of June 30<sup>th</sup> will be distributed to those having submitted proof of completion for reimbursement prior to June 30<sup>th</sup> on a prorated basis.

- (b) If the Superintendent requires a teacher to take a course, the Committee will pay 100% of the tuition and fees. The cost for said course(s) will not be taken from the Professional Enhancement Fund provided for in section 5(a) above.
- (c) Upon submission of proof of payment and satisfactory completion of the approved course, teachers will be reimbursed for tuition in accordance with section 5(a).

## **ARTICLE XVIII**

### **Protection**

The Committee shall indemnify a teacher in its employ for expenses of damages sustained by him/her by reason of an action or claim against him/her arising out of the negligence of such teacher or other act of his/her resulting in accidental bodily injury to or the death of any person, or in accidental damage to or destruction of property, while acting as such teacher, and may indemnify a teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such teacher, provided, in either case, that after investigation it shall appear (any reasonable doubt as to this point shall be resolved in favor of the teacher) to the Committee that such teacher was, at the time the cause of action or claim arose, acting within the scope of his/her employment and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this provision shall have been made by the Town Counsel upon the request of the Committee, or if such Town Counsel fails or refuses to defend such action or claim, by an attorney employed by such teacher. The Committee shall appropriate funds for this purpose in the same manner as appropriations for General School Purposes.

## **ARTICLE XIX**

### **Reduction in Force**

- I. Layoff
  - A. When a reduction in force occurs, a teacher's area of license, major and/or minor field of study, quality of teaching performance, contribution to the school system, educational need of the school system and length of service in the Scituate School System will be considered in determining which teacher is laid off. In cases in which the above factors are determined to be equal, the teacher whose length of permanent service in Scituate is the longest shall be retained. Paid leaves of absence shall be considered permanent service for the purpose of this paragraph.

B. Definitions

1. Area of competence

- a) Licensure
- b) Number of years of teaching/*supervisory* experience in Scituate

2. Major and/or Minor Field of Study (Graduate, Undergraduate)

- a) Major Field of Study
- b) Minor Field of Study
- c) Other Courses

3. Quality of Teaching Performance - The criteria for determining a quality teaching performance under this provision shall include, as the primary factors, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted pursuant to the Scituate Educator Evaluation Process.

C. Teachers who are being laid off pursuant to this Article and who wish to have their layoff treated as a leave of absence without pay shall submit the following letter to the School Committee:

In consideration of treating my status as an unpaid, involuntary leave of absence, and without loss of tenure or recall rights, I agree to waive my rights to have a hearing, pursuant to G.L. c. 71, s42, and G.L. c. 32, s16, now and at the conclusion of my recall period. If I am dismissed, the effective date of my dismissal will be September 1, 201\_, the concluding date of my recall period, unless I have been recalled to the Scituate Public Schools during this twenty-six (26) month period.

D. For the purpose of this article, department chairpersons and K-6 curriculum coordinators earn service based upon each year of teaching and/or any combination of teaching and service in the role of department chairperson or K-6 curriculum coordinator.

II. Recall

A. The Superintendent's Office shall maintain a complete list of all teachers on layoff. This listing will include a teacher's:

- 1. Seniority
- 2. Areas of licensure
- 3. Complete description of professional experience
- 4. Name, address and telephone number. (It is the applicant's responsibility to furnish current information to the Superintendent's Office.)

- B. The recall period for any PTS teacher laid off shall be twenty-six (26) months from the effective date of the layoff.

No new employee shall be hired until all qualified PTS teachers on layoff have been recalled. For the purposes of this section, qualified shall be defined as holding a valid license.

1. Teachers on the recall list are encouraged to notify the Superintendent's Office if they no longer wish to be considered for recall.
  2. Names still listed at the end of the recall period will be dropped.
  3. Individuals who refuse recall will be dropped from the list except for verified medical reasons. Medical reasons do not extend the recall period.
  4. A teacher on the recall list, who is offered a teaching position for less time for which he/she is on the recall list, may refuse it and still remain on the recall list for the remainder of the original recall period of time specified in the Agreement between the Scituate School Committee and Scituate Teachers' Association.
- C. Teachers shall be recalled in the reverse order of the effective date of the layoff to fill only those vacancies for which a teacher is competent and qualified to teach.
  - D. During the layoff period, a teacher will be considered to be on a leave of absence without pay.
  - E. In accordance with the existing policy, teachers laid off shall have preference for substitute assignments in their area of competence.
  - F. All benefits to which a teacher was entitled at the time the layoff commenced will be restored upon recall.

III. Seniority "Seniority" and "Length of Service" shall be defined as the length of uninterrupted service in years, months and calendar days calculated from the first day of work in the Scituate Public Schools for all teachers with professional teacher status. Leaves of absence, as provided for in this Agreement, shall not be considered breaks in service; however, only those leaves for which this Agreement provides salary credit shall be counted as years, months, and calendar days for purposes of the definition. Service prior to a break in service when said break resulted from a mandatory resignation due to pregnancy shall be counted for purposes of determining a teacher's seniority.

In the event that more than one teacher began work on the same day, then the date of appointment by the School Committee or Superintendent will break the tie. In the event that the date of appointment for two or more teachers is identical, the tie shall be resolved by a lottery. If a lottery is necessary, it will be conducted by the Superintendent or the Superintendent's designee. The Association and those teachers involved will be notified of the lottery at least seven calendar days in advance and may be present at the time of the lottery.

Summer work or service beyond the number of workdays provided for in this Agreement (Article V, Section 4) shall not be counted in determining seniority.

Service as a part-time employee will be prorated for purposes of seniority. In the event of a reduction of a part-time position, a more senior part-time teacher shall be offered a full-time position occupied by a less senior teacher. In the event that the full-time position is not accepted, the more senior part-time teacher who declined the full-time position may be reduced.

Any employee of the Scituate Public Schools who has previous service in the bargaining unit represented by the Association who falls back into the bargaining unit from an administrative or supervisory position outside of the bargaining unit shall be credited with all uninterrupted employment with the Scituate Public Schools in accordance with the definition of "seniority" in this article.

The Superintendent will prepare a seniority list for the bargaining unit which sets forth each employee's date of appointment, most recent date of uninterrupted service, and licensure codes as set forth in the teachers personnel file. It is each individual teacher's responsibility to keep the Superintendent informed as to the status of his/her own licenses. The seniority list will be presented to the President of the Association on or before November 15th of each year. The Association will have 14 calendar days in which to challenge the seniority list before it is published and distributed to all employees who will then have 14 calendar days in which to challenge the list; thereafter, the list shall be deemed accurate.

## **ARTICLE XX**

### **General**

1. As to all matters covered by this Agreement, the provisions herein shall control in any case where a conflict may exist between such provisions and any policy, practice, procedure, custom, or writing of either party not incorporated in this Agreement.
2. If any provision of this Agreement, or any application of this Agreement to any teacher, shall be found contrary to law, shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
3. The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and that this Agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, 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 the 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 Scituate Public

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

4. The Committee shall not take any reprisals of any kind against any teacher by reason of his/her membership in the Association or participation in its activities.
5. Teachers shall be informed of a procedure they shall use to report their unavailability for work.
6. Since it is in the best interest of the Scituate Public Schools to maintain clean, safe and structurally sound environments for teachers to teach and for students to learn, it is important that all members of the school community help monitor the teaching/learning environment so that problems that do arise may be addressed in the most expeditious manner possible. To that end, a process is set into place as noted below:  
  
Step 1. Any teacher who believes that there is a safety or cleanliness problem in his/her school should write his/her concern down and submit it to the principal of his/her school.  
  
Step 2. The principal will determine the most efficient means of resolution and either assign the duty to a custodian or direct the concern to the facilities manager within two days. The principal will report to the teacher what course of action will be taken, if any.
7. School-aged children of full-time teachers not residing in the Town of Scituate may attend the Scituate Public Schools with approval of the Superintendent of Schools. Teachers seeking approval should submit their request no later than January 15 of the school year prior to enrolling. While every effort will be made to place the child in the elementary school where the teacher works, school assignment will be based on available space and communicated to the teacher no later than the last day of school. Fees and tuitions charged will be the same as for town residents and consistent with the policies of the Scituate Public Schools. Transportation to and from school will be provided by the parent.

## **ARTICLE XXI**

### **Observance**

1. During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in any strike, work stoppage, or other illegal activity directed against the Committee. If the Association disclaims, in writing to the Committee, responsibility for any act prohibited hereby, it shall not be liable in any way therefore. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration provided, however, that the question of their participation shall itself be subject to grievance and arbitration procedure.
2. In connection with any negotiations held for a renewal of or successor to this Agreement, said negotiations shall be conducted without threats of strikes, or any other public pressure by either party until mediation, fact-finding, and any other statutory impasse procedures have been exhausted.

## **ARTICLE XXII**

### **Reorganization**

In the event the Committee decides with good faith and thoughtful process to effectuate a reorganization of any leadership position (s) including but not limited to department chairperson(s) and/or curriculum coordinators, the following shall be applicable:

- A. The Committee and/or Superintendent shall notify the Association in writing of its intent, with regard to said reorganization, by May 15 two (2) school years prior to its implementation.
- B. The Committee shall present the proposed reorganization plan, including any new or revised job descriptions, by November 15th of the school year immediately following the letter of intent.
- C. Any new position or change in working conditions to an existing STA position, resulting from the reorganization, shall be impact bargained with the Association.

## **ARTICLE XXIII**

### **Staff Resignations & Early Retirement Incentive**

1. Resignations must be submitted in writing to the Superintendent of Schools as far in advance of the effective date as possible. Resignations during the school year require at least thirty (30) calendar days' notice. Resignations between July 1 and the first work day for teachers require at least thirty (30) calendar days' notice. The Superintendent or the Superintendent's designee is authorized to accept resignations on behalf of the School Committee.

Following the acceptance of a resignation, the matter will be brought to the attention of the School Committee as an information item at the next regularly scheduled School Committee Meeting.

2. Teachers retiring at the end of an academic year are respectfully requested to notify the Superintendent of Schools by January 15th of the year immediately preceding the date of retirement.
3. The Committee may offer early retirement incentives pursuant to the following conditions:
  - A. A written announcement of the retirement incentive will be sent to the President of the Association and to all bargaining members who will be completing twenty (20) or more years of service at the end of the school year in which the announcement is made.
  - B. Eligible personnel will be given at least sixty (60) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without further action by the Committee upon the close of the school year.

C. No later than July 31<sup>st</sup> of the calendar year in which the resignation is effective, the Committee will pay each teacher who submits a resignation the amount of money set forth in the announcement as a retirement incentive.

D. Any member of the bargaining unit who has previously given notification of retirement will also be automatically entitled to receive the benefits of the retirement incentive providing the resignation is to be effective at the end of the contractual year in which the retirement incentive is offered.

## ARTICLE XXIV

### Job Sharing

The Committee and the Association have accepted the practice of job sharing within the Scituate Public Schools. This innovative concept will allow the Town to acquire and keep the services of some of the best faculty members who are starting families of their own or who prefer to work less than full time.

Scituate has helped hone the skills of many of these potential job sharers, and it would be a waste for Scituate to lose these valuable human resources simply because we are not flexible enough to adapt to the changing work conditions of modern life.

1. For the purpose of this Agreement, job sharing will mean the occupation of a single staff position by two (2) individuals with each assignment being half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Committee and the Association.
2. The Committee and the Association realize that there are a number of effective models that could be used and acknowledge that the principal along with the teachers involved should arrive at the best model for each situation.
3. Applications for job sharing shall be filed by the teacher(s) with the Superintendent and the Association prior to February 15 of the school year preceding the effective date of job sharing. Teachers shall be informed of the disposition of their job sharing application by April 15th. The teacher partners shall be teachers with professional status in the Scituate School Department.
4. No teacher shall be involuntarily transferred in order to create job sharing positions.
5. Job sharing assignments shall be for a period of one year and shall terminate at the end of each school year.
6. When a job sharing position is terminated, the teacher(s) will be assigned to the same position which he/she left prior to job sharing, if available. If that position is not available, he/she will be assigned to a substantially equivalent position.
7. When a teacher is being selected for job sharing by the administration, the teacher's license(s), area of competence, major and/or minor fields of study, quality of teaching performance, and the number of potential job sharing requests in the program or building shall be the criteria used. All factors being approximately equal, seniority shall prevail.

8. Teaching salary will be pro-rated at the actual amount of time the teacher is assigned to work. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction (50%) will be computed.
9. Sick and personal leave will be pro-rated at fifty (50%) percent.
10. Teachers living beyond the boundaries of the Town of Scituate must be teaching on a full-time basis in order to be eligible to have their children educated within the Scituate Public Schools. Children of out-of-town staff who are job sharing as of the effective date of this Agreement shall be grandfathered and shall not be subject to this provision. Children of out-of-town staff who are job sharing as of the effective date of this Agreement whose positions are reduced from full to part-time status as a result of a reduction-in-force, shall be grandfathered for a period of one (1) school year beyond the effective date applicable to their part-time status, e.g. the effective date of this Agreement or the effective date of their reduction-in-force.
11. In the event of a grievance regarding the interpretation and/or application of this Article or the Superintendent's decision of whether or not to approve a job sharing proposal, said grievance will not be subject to Levels Three and Four of Article II - Grievance Procedure of this Agreement and the Superintendent's decision shall be final and not subject to any further review.

## **ARTICLE XXV**

### **Duration**

1. The provisions of this Agreement shall be in full force and effect as of September 1, 2015, and continue in full force and effect until August 31, 2018.
2. On or after December 15, 2017, the Committee and the Association, or either of them, may, by giving written notice to the other, institute negotiations for a renewal of this Agreement or for a successor Agreement. Such notice shall specify those matters as to which negotiations are desired.
3. The receipt of any such written notice shall be acknowledged in writing by the party to this Agreement receiving such notice within ten (10) school days of its receipt. Negotiations concerning the subject matter referred to in any such notice shall commence at a mutually agreed upon date. The Parties will commence negotiations not later than thirty (30) calendar days from the date of the acknowledgment in writing of such notice.

## **ARTICLE XXVI**

### **Grievance Procedure**

- A. Definitions
  - 1.) A grievance is defined as a complaint by any employee or employees covered by this Agreement that, as to the complainant, there has been a violation,



misinterpretation, or inequitable application of any provision or provisions of this Agreement.

- 2.) A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

- 1.) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may, from time to time, arise under this Agreement affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2.) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted on such a basis without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the teacher, the Association shall be given the opportunity to be present at the final adjustment and to state its view. It is understood that only by the procedure spelled out in Section C below may a party proceed to Level Four Arbitration.

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

In the event a grievance is filed on or after June 2nd, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

- 1.) LEVEL ONE - A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor within fourteen (14) days of the events which gave rise to the grievance or the grievant's first knowledge thereof in an effort to informally resolve the matter. The aggrieved teacher may have a member of the Association's Professional Rights and Responsibilities Committee, the "P.R. & R. Committee", with him/her during the discussion.
- 2.) LEVEL TWO - If not disposed of to the teacher's satisfaction at Level One, a written statement of the grievance shall be presented to the Superintendent of Schools within fourteen (14) days following the Level One meeting. There shall be a meeting within seven days with the Superintendent, the grievant, and a representative of the P.R. & R. Committee. The Superintendent will issue a decision and the reasons therefore, in writing, within seven days of the meeting, provided that the School Committee will not be limited to said reasons if the grievance is advanced to arbitration.
- 3.) LEVEL THREE - If the grievance is not disposed of to the grievant's satisfaction, the grievant and/or the Association will have fourteen (14) days in which to decide whether or not to proceed to Level III School Committee meeting.

Every grievance advanced to level will be heard, unless within the same 14-day period, the Association and the Superintendent mutually agree in writing to waive a meeting at Level III.

If the Association so requests, the grievance will be placed on the next School Committee agenda and the Committee will have fourteen (14) days thereafter to respond.

If no meeting occurs at Level III, the Association may advance the grievance to Level IV by filing a "Demand Arbitration" with the Committee and the American Arbitration Association within fourteen (14) days.

While the "Demand for Arbitration" is pending, the Association or the Committee may request that the parties participate in the "Grievance Mediation Service" offered by the Board of Conciliation and Arbitration. If both parties agree, the requesting party will take responsibility for contacting the Board and setting up mediation.

- 4.) LEVEL FOUR - If, following the meeting with the Committee, the grievance has not been disposed of to the satisfaction of the P.R. & R. Committee of the Association and if the grievance shall involve the interpretation or application of any provision of this Agreement, the Association, by giving written notice to the Committee within fourteen (14) days, may present the grievance for arbitration. Within fourteen (14) days after receipt of the submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party from which an arbitrator shall be selected. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.

The arbitrator so selected shall confer with representatives of the Committee and the P.R. & R. Committee and hold hearings (which by agreement of both parties may be public but shall otherwise be closed) promptly, and he/she shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and briefs were submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or that violates or would add to, detract from, or modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Association and, subject to law and the limits of 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.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

D. Rights of Teachers to Representation

- 1.) No reprisals of any kind shall be taken by the Committee, by any member of the administration, or by the Association against any party in interest, any school representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation.
- 2.) Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or any officer of any teacher organization other than the Scituate Teachers' Association, Inc., Massachusetts Teachers' Association, or National Education Association. Whether or not a teacher elects to be represented by the Association (which shall include any of the aforementioned associations), the Association shall have a representative present at all stages of the grievance procedure beyond Level One and shall have the right to state its views at all stages, including Level One.

E. Miscellaneous

- 1.) If a grievance affects a group or class of teachers and its resolution is beyond the authority of the principal or immediate supervisor it shall be presented at Level II within fourteen (14) days of the occurrence of the grievance.
- 2.) Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest, the Chairperson of the P.R. & R. Committee, and the Committee.
- 3.) Unless requested to do otherwise by the aggrieved person, any documents, communications and records dealing with the processing of a grievance shall be kept in strictest confidence and, except as may be otherwise required under applicable law, shall not be made available to potential employers or others inquiring about such person.
- 4.) A form for processing grievances shall be jointly prepared by the Superintendent and the Association and given appropriate distribution to facilitate operation of the grievance procedure.
- 5.) Time for meetings to discuss grievances shall be scheduled outside of the school day unless, in the judgment of the Principal or Supervisor at Level One, the Superintendent at Level Two, or the Committee at Level Three, a meeting during the school day is desirable to facilitate the introduction of appropriate information. Attendance by teachers and Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
- 6.) All grievances shall be processed within the provisions of the Agreement in effect when the grievance first arose.
- 7.) All time limits set forth in this Article may be extended by a written agreement between the Superintendent and the President of the Association.

**APPENDIX A-I**  
**SCITUATE TEACHERS SALARY SCHEDULE**

Effective September 1, 2015:

STEP	B	M/B+36	M+30/ CAGS	M+45	DOC
1	43631	47336	50934	53142	54742
2	46278	50289	54201	56424	58049
3	48925	53242	57468	59706	61356
4	51572	56195	60735	62988	64663
5	54219	59148	64002	66270	67970
6	56866	62101	67269	69552	71277
7	59513	65054	70536	72834	74584
8	62160	68007	73803	76116	77891
9	64807	70960	77070	79398	81198
10	67454	73913	80337	82680	84505
11	70101	76866	83604	85962	87812
12	72748	79819	86871	89244	91119
13	75395	82772	90138	92526	94426
14	78044	85728	93405	95814	97729

**APPENDIX A-2**  
**SCITUATE TEACHERS SALARY SCHEDULE**

Effective September 1, 2016:

STEP	B	M/B+36	M +15	M+30/ CAGS	M+45	M +60	DOC
1	46278	50289	52245	54201	56424	57237	58049
2	48857	53163	55271	57378	59620	60446	61270
3	51435	56038	58297	60556	62816	63654	64492
4	54014	58912	61323	63733	66011	66863	67713
5	56593	61787	64349	66911	69207	70071	70935
6	59171	64661	67375	70088	72403	73280	74156
7	61750	67536	70401	73265	75599	76489	77378
8	64328	70410	73426	76443	78795	79697	80599
9	66907	73285	76452	79620	81990	82906	83821
10	69486	76159	79478	82798	85186	86114	87042
11	72064	79033	82504	85975	88382	89323	90264
12	74643	81908	85530	89152	91578	92532	93485
13	77222	84782	88556	92330	94774	95740	96707
14	79800	87657	91582	95507	97970	98949	99928

**APPENDIX A-3**  
**SCITUATE TEACHERS SALARY SCHEDULE**

Effective September 1, 2017:

STEP	B	M/B+36	M +15	M+30/ CAGS	M+45	M +60	DOC
1	48857	53163	55271	57378	59620	60446	61270
2	51375	55968	58223	60476	62740	63579	64417
3	53894	58773	61174	63575	65859	66712	67563
4	56412	61578	64126	66673	68979	69845	70710
5	58930	64383	67078	69771	72098	72978	73857
6	61449	67188	70029	72870	75218	76111	77003
7	63967	69994	72981	75968	78337	79244	80150
8	66486	72799	75933	79066	81457	82377	83297
9	69004	75604	78884	82164	84576	85510	86443
10	71522	78409	81836	85263	87696	88643	89590
11	74041	81214	84788	88361	90815	91776	92737
12	76559	84019	87739	91459	93935	94909	95883
13	79077	86824	90691	94558	97054	98042	99030
14	81596	89629	93643	97656	100174	101175	102177
20	82846	90879	94893	98906	101424	102425	103427

**Step 20:** Attainment of Step 20 requires twenty years of documented public school teaching service, with a minimum of fifteen years employed by the Scituate Public Schools.

**APPENDIX B**  
**LEADERSHIP STIPENDS**

The amounts set forth below will be paid to the individual(s) holding the named positions. It is understood and agreed that the Superintendent may choose not to fill any position listed in this Appendix for any school year.

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
PK-8 Instructional Leadership Team (per person)	500	511	523
Mentors (per person)	1,015	1,038	1,061
Mentor Coordinator	2,538	2,595	2,653
Academic Advisor Coordinator	1,973	2,017	2,063
Program Specialists	3,387	3,463	3,541
Nurse Leader*	4,624	4,728	4,834
Early Childhood Coordinator**	4,624	4,728	4,834
Athletic Director***	21,944	22,438	22,943

\* The Nurse Leader shall be a 1.0 district-wide administrative position based at the high school.

\*\* If the Early Childhood Coordinator is assigned as a 0.5 FTE E.C.C. teacher and 0.5 FTE Coordinator. The E.C.C. Coordinator/teacher position shall be a 1.0 position combined and will receive a salary according to Appendix A, plus the leadership stipend. If the E.C.C. Coordinator is not assigned as a teacher, the position will be 0.5 FTE coordinator only and will receive a pro-rated salary according to Appendix A, plus the leadership stipend.

\*\*\* If the Athletic Director is a teacher, then said teacher will work a 0.6 teacher workload, will be paid full teacher salary compensation, and will receive the additional Athletic Director stipend.

**APPENDIX C**  
**EXTRACURRICULAR ACTIVITIES/SUMMER SCHOOL/SUMMER SERVICES**  
**SALARY SCHEDULE**

**ELEMENTARY**

	2015-2016	2016-2017	2017-2018
Jazz Band	1,933	1,977	2,021
Extracurricular Activities *	13,294	13,593	13,899
Outdoor Ed Chaperone Coordinator	680	695	711
Outdoor Ed Chaperone Coordinator	680	695	711
Outdoor Ed Chaperone Coordinator	680	695	711
Outdoor Ed Chaperone Coordinator	680	695	711
Outdoor Ed Chaperone Per Overnight Stay	150	154	157

\*These funds will be divided equally among the four Elementary Principals and may be used by each Elementary Principal to promote the establishment of extracurricular activities.

**GATES INTERMEDIATE SCHOOL**

	2015-2016	2016-2017	2017-2018
National Junior Honor Society	577	590	604
7/8 Band	1,157	1,183	1,210
7/8 Chorus	1,157	1,183	1,210
Art Club	1,157	1,183	1,210
Technology/Multimedia Club	1,157	1,183	1,210
Environmental Club	1,157	1,183	1,210
Student Council	1,885	1,928	1,971
Yearbook	1,885	1,928	1,971
Drama Club	2,756	2,818	2,882
Web Page Design	1,157	1,183	1,210
Chess Club	1,157	1,183	1,210
Assistant Drama Coach	2,065	2,112	2,159
Drama Music Coordinator	577	590	604
Drama Choreographer( 1 production)	1,157	1,183	1,210
Jazz Band	1,157	1,183	1,210
Jazz Choir	1,157	1,183	1,210
Extracurricular Activities *	4,100	4,192	4,286
Intramural	902	923	944
Intramural	902	923	944
Intramural	902	923	944
Intramural	902	923	944
Intramural	902	923	944
Intramural	902	923	944

\*These funds may be used by the Gates Principal to promote the establishment of extracurricular activities.



## HIGH SCHOOL

	2015-2016	2016-2017	2017-2018
Freshman Class Advisor	1,741	1,780	1,820
Freshman Class Advisor	1,741	1,780	1,820
Sophomore Class Advisor	1,741	1,780	1,820
Sophomore Class Advisor	1,741	1,780	1,820
Junior Class Advisor	3,042	3,111	3,181
Junior Class Advisor	3,042	3,111	3,181
Senior Class Advisor	3,042	3,111	3,181
Senior Class Advisor	3,042	3,111	3,181
Symphonic Band	1,141	1,167	1,193
Pep/Parade Band	1,141	1,167	1,193
Concert Chorus	1,141	1,167	1,193
Jazz Band	2,032	2,078	2,125
Jazz Choir	2,032	2,078	2,125
Environmental Club	1,160	1,186	1,213
Student Council	2,032	2,078	2,125
NHS/Peer Tutoring	1,856	1,898	1,941
Peer Leaders	1,856	1,898	1,941
Academic Advisories	1,973	2,017	2,063
Art Club	1,856	1,898	1,941
S.A.D.D.	1,856	1,898	1,941
Scituation Advisor	4,699	4,805	4,913
Robotics Club	1,856	1,898	1,941
Math Club	2,032	2,078	2,125
Drama 1 Production	3,563	3,643	3,725
Drama (2nd) Production	3,563	3,643	3,725
Asst Drama (1) Production	2,672	2,733	2,794
Asst Drama (2nd) Production	2,672	2,733	2,794
Drama Choreographer	1,135	1,161	1,187
Musical Director	1,135	1,161	1,187
Yearbook Business Manager	3,483	3,561	3,641
Yearbook Advisor	4,699	4,805	4,913
Debate Advisor	2,032	2,078	2,125
French Exchange	1,135	1,161	1,187
Spanish Exchange	1,135	1,161	1,187
International Club	2,033	2,079	2,126
Best Buddies	1,802	1,843	1,884
Model United Nations	1,802	1,843	1,884
Anti-Defamation League	1,802	1,843	1,884
Gay/Straight Alliance	1,802	1,843	1,884
Amnesty International	1,802	1,843	1,884
Community Service Club	1,973	2,017	2,063
DECA and Shipyard Advisor	3,004	3,072	3,141
Fathom Literary Advisor	1,784	1,824	1,866
Anime Club	1,784	1,824	1,866

**APPENDIX D**

<b>Fall</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
Football	9,169	9,375	9,586
Football Asst 1	5,318	5,438	5,560
Football Asst 2	4,622	4,726	4,832
Football Asst 3	3,726	3,810	3,896
Volleyball	5,592	5,718	5,846
Volleyball Asst 1	3,726	3,810	3,896
Volleyball Asst 2	3,726	3,810	3,896
Cheerleading	3,230	3,302	3,377
Cheerleading Asst	2,000	2,045	2,091
X-Country Coed	5,592	5,718	5,846
X-Country Coed Asst	3,726	3,810	3,896
Soccer Boys	5,592	5,718	5,846
Soccer Asst	3,726	3,810	3,896
Soccer Girls	5,592	5,718	5,846
Soccer Asst	3,726	3,810	3,896
Soccer Freshman	3,726	3,810	3,896
Field Hockey	5,592	5,718	5,846
Field Hockey Asst 1	3,726	3,810	3,896
Field Hockey Asst 2	3,726	3,810	3,896
Golf	3,726	3,810	3,896
Colby Cutler Center Supervisor	1,739	1,778	1,818
Faculty Manager	1,242	1,270	1,299
<b>Winter</b>			
Basketball Boys	7,404	7,571	7,741
Basketball Asst 1	4,622	4,726	4,832
Basketball Asst 2	4,622	4,726	4,832
Basketball Girls	7,404	7,571	7,741
Basketball Asst 1	4,622	4,726	4,832
Basketball Asst 2	4,622	4,726	4,832
Cheerleading	3,230	3,302	3,377
Cheerleading Asst	2,000	2,045	2,091
Ice Hockey Boys	7,404	7,571	7,741
Ice Hockey Asst Boys	4,622	4,726	4,832
Ice Hockey Girls	7,404	7,571	7,741
Ice Hockey Asst Girls	4,622	4,726	4,832
Track Head Coach	7,518	7,687	7,860
Track Asst	5,589	5,715	5,843
Wrestling	5,592	5,718	5,846
Wrestling Asst	3,726	3,810	3,896
Gymnastics	3,726	3,810	3,896
Skiing	3,726	3,810	3,896
Swimming	2,507	2,563	2,621
Colby Cutler Center Supervisor	2,086	2,133	2,181
Faculty Manager	1,242	1,270	1,299

<b>Spring</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
Baseball	5,591	5,716	5,845
Baseball Asst 1	3,727	3,811	3,897
Baseball Asst 2	3,727	3,811	3,897
Softball	5,591	5,716	5,845
Softball Asst	3,727	3,811	3,897
Lacrosse Boys	5,591	5,716	5,845
Lacrosse Asst	3,727	3,811	3,897
Lacrosse Freshman Boys	3,727	3,811	3,897
Lacrosse Girls	5,591	5,716	5,845
Lacrosse Asst	3,727	3,811	3,897
Lacrosse Freshman Girls	3,727	3,811	3,897
Track Head Coach	8,386	8,575	8,768
Track Asst	3,727	3,811	3,897
Track Asst	3,727	3,811	3,897
Track Asst	3,727	3,811	3,897
Tennis Girls	3,727	3,811	3,897
Tennis Boys	3,727	3,811	3,897
Faculty Manager	1,242	1,270	1,299
Intramurals HS	826	845	864
Intramurals HS	826	845	864
Colby Cutler Center Supervisor	1,854	1,896	1,939

If two or more persons agree to share a stipend position then they will also share the stipend in equal proportions. Any sharing of a stipend position requires advance approval of the Superintendent. If approved, notification of said approval and the amounts to be paid will be given in writing to the persons involved and the Association.

In the event that because of a lack of student interest an activity is not conducted during an academic year, the principal may after notifying the Superintendent of School and the Association use the stipend for that activity to fund the stipend for a new student activity. This new stipend will be equated to existing stipends on the basis of time involved and expertise required.

In setting the stipends for positions created with the discretionary funds provided to principals, principals will confer with the Superintendent of Schools or his designee and President of the Association to equate the new stipends to existing stipends on the basis of time involved and expertise required.

At the conclusion of the contract all stipends for activities, contractual and newly formed, will be re-evaluated by the parties for consideration in any successor agreement.

It is understood and agreed that the Superintendent may choose not to fill any position listed in this Appendix for any school year.

All work outside of the contract not specified in any of the appendixes shall be compensated at the hourly rate as follows:

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
Hourly Rate	\$34.36	\$34.36	\$ 35.00

**APPENDIX E-1**

**SCITUATE DEPARTMENT CHAIRPERSONS AND CURRICULUM COORDINATORS  
SALARY SCHEDULE**

Effective September 1, 2015:

STEP	M	M+30/ CAGS	M+45	DOC
1	89006	96979	99480	101470
2	90738	98867	101415	103444
3	92505	100790	103389	105457
4	94305	102751	105401	107509
5	96140	104751	107452	109601
6	98010	106789	109543	111734
7	99918	107790	111675	113910
8	101863	110987	113849	116125

**APPENDIX E-2**

**SCITUATE DEPARTMENT CHAIRPERSONS AND CURRICULUM COORDINATORS  
SALARY SCHEDULE**

Effective September 1, 2016:

STEP	M	M +15	M+30/ CAGS	M+45	M +60	DOC
1	91009	94995	99161	101718	102713	103753
2	92780	96844	101091	103697	104711	105772
3	94586	98729	103058	105715	106749	107830
4	96427	100650	105063	107772	108827	109928
5	98303	102609	107108	109870	110944	112067
6	100216	104605	109192	112007	113103	114248
7	102166	106102	110215	114187	115305	116473
8	104154	108717	113484	116411	117549	118738

**APPENDIX E-3**

**SCITUATE DEPARTMENT CHAIRPERSONS AND CURRICULUM COORDINATORS  
SALARY SCHEDULE**

Effective September 1, 2017:

<b>STEP</b>	<b>M</b>	<b>M +15</b>	<b>M+30/ CAGS</b>	<b>M+45</b>	<b>M +60</b>	<b>DOC</b>
1	93057	97133	101392	104007	105024	106087
2	94868	99023	103366	106030	107068	108152
3	96714	100950	105376	108093	109151	110256
4	98596	102915	107427	110197	111275	112402
5	100515	104917	109518	112342	113440	114589
6	102470	106959	111649	114527	115648	116819
7	104465	108490	112695	116757	117899	119093
8	106498	111163	116037	119030	120193	121409
20	107748	112413	117287	120280	121443	122659

## APPENDIX F

### Teacher Evaluation

- 1) Purpose of Educator Evaluation
  - A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
  - B) The purposes of evaluation are:
    - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
    - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
    - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
    - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)
  - A) \*Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
  - B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, school counselors, speech and language pathologists, and some reading and math specialists, physical therapists, special education teachers, and technology integration specialists.
  - C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading and math specialists who teach whole classes.
  - D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations, and artifacts of professional practice, including unannounced observations of practice of at least 10 minutes in duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice-(603 CMR 35.03).

- E) \*District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre-and post- unit and course assessments, and capstone projects. The parties agree to bargain over district-determined measures to the extent required by law.
- F) \*Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) \*Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement.
  - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 40 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year with the educator's agreement.
- H) \*ESE: The Massachusetts Department of Elementary and Secondary Education
- I) \*Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting, analysis and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and



achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.

- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA growth scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 5 – 15 minutes in duration by the Evaluator and may include examination of artifacts of practice. 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 agreed-upon protocols as set forth in section 10. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Association and the Committee are the parties to this agreement.
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
  - Exemplary:** the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
  - Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall.
  - Needs Improvement:** the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory:** the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2013
- Y) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) \*Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) Self-Assessment: An assessment of the Educator's performance as completed by the educator.
- BB) \*Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. 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. 603 CMR 35.08(3).
- CC) \*Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

DD) \*Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00.

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

3) Evidence Used In Evaluation

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

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

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

- i) Unannounced observations
- ii) Announced observation(s)
- iii) Examination of Educator work products
- iv) Examination of student work samples

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including :
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

- (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s); and
- iv) Student Feedback – see # 22 below;
- v) Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics, as released by ESE in January 2012 and agreed to by the parties, are attached to this agreement.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. This training shall occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within four weeks of the date of hire. This learning activity shall occur during the contractual work day, when possible. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans,
  - ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities to the extent that the information is available.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be provided electronically.
  - iv) The faculty meeting may be 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 and if any person objects, then he/she will not be recorded.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school. The district will provide professional development time of at least one (1) hour for Educators and teams of Educators to begin the completion of self-assessment, goal setting and/or review of their Educator plan prior to October 1st.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the agreed upon rubric.
  - (c) Proposed goals to pursue as described below.
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators should 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 Primary or Supervisory Evaluator will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area-team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the

Educator to share proficient practices with colleagues or develop leadership skills.

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

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment. The process for determining the Educator's impact on student learning, growth and achievement will be determined Pursuant to #21 below.

C) Educator Plan Development Meetings shall be conducted as follows:

- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition the goals may address shared team goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, The Educator's signature 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

- A) Teachers will be observed a minimum number of times per educator plan cycle as follows:

<u>Educator Plan</u>	<u>Number of Unannounced Observations</u>	<u>Number of Announced Observations</u>
Two-Year Self-Directed Plan	2	1
One-Year Self-Directed Plan	2	1
Directed Plan	3	2
Improvement Plan	4	2
Developing Educator Plan	2	2

10) Observations

The Evaluator's first observation of the Educator shall, absent extenuating circumstances, take place by November 15. Observations required by the Educator Plan shall be completed by May 15<sup>th</sup>. The Evaluator may conduct additional observations after this date with the agreement of the educator.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, during an announced observation every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Unannounced Observations

- i) Unannounced observations of at least 5 but not more than 15 minutes in duration may be in the form of partial classroom visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person through a password protected software program, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation within 30 school days.
- iv) No other observations may take place until the day after the feedback has been provided. The teacher and administrator are encouraged to have conversations on feedback.

B) Announced Observations

- i) Announced observations shall be no less than 30 minutes in duration and conducted according to the following:
- ii) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- iii) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
  - (a) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (b) 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 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- v) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - 1. Describe the basis for the Evaluator's judgment.
  - 2. Describe actions the Educator should take to improve his/her performance.
  - 3. Identify support and/or resources the Educator may use in his/her improvement.
  - 4. State that the Educator is responsible for addressing the need for improvement.
  - 5. The parties agree that not all of the indicators on the rubric may be observed during any one class or lesson.

11) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice or Educator goals or both.
- 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 12, below.

- C) The Formative Assessment report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
  - D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established at the time of the plan development by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
  - E) For Educators on Self Directed Plans, upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days before or after completion of the Formative Assessment Report. For Educators on Directed, Improvement, or Developing Plans, the Evaluator and the Educator will meet within five (5) school days 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 in person, through a password protected software program, placed in the Educator's mailbox or mailed to the Educator's home.
  - G) The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report or the Formative Assessment meeting(s), whichever is later. The Educator's reply shall be attached to the report.
  - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
  - D) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - J) The educator's performance for this report shall be assumed to be the same as the previous summative evaluation unless evidence demonstrates a significant change in performance.
  - K) After the formative assessment and upon request of the educator or evaluator, another trained supervisor shall be assigned to perform an additional announced observation to be used as evidence in the educator's summative evaluation.
- 12) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 1 of the first year of the two year cycle.
  - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established at the time of plan development by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered in person, through a password protected software program placed in the Educator's mailbox or mailed to the Educator's home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 ten (10) school days of receiving the report or the Formative Evaluation meeting(s), whichever is later.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, The 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 the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- J) After the formative evaluation and upon request of the educator or evaluator, another trained supervisor shall be assigned to perform an additional announced observation to be used as evidence in the educator's summative evaluation.

13) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard 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. In determining the overall summative evaluation rating, the Educator shall be rated at least Proficient if the educator has been rated Proficient or Exemplary on Performance Standards I and II.

- C) The professional judgment of the primary evaluator shall determine the overall summative evaluation 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. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- 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 less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- 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 in person, through a password protected software program placed in the Educator's mailbox or mailed to the Educator's home no later than May 15<sup>th</sup>.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>.
- 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 10<sup>th</sup>.
- K) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L) The Educator shall sign the final Summative Evaluation report by June 15<sup>th</sup>. 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.

14) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator’s responsibility;
  - iii) An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
  - iv) Be aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards.
  - v) Be consistent with district and school goals.
- C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan. These activities shall be compensated for as required by the CBA and shall take place within the contractual workday when appropriate.

15) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new position assignments working the first year in a new school or under a different educator license.
- B) The Educator shall be evaluated at least annually.

16) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high, or at such time the ESE has issued guidance as referenced in section 21 or whichever occurs sooner. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low, or at such time the ESE has issued guidance as referenced in section 21 or whichever occurs sooner. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

17) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator can rate the Educator as Needs Improvement and can place the Educator on a Directed Growth Plan for only one additional year or the Evaluator can rate the Educator as unsatisfactory and can place the Educator on an Improvement Plan for the next Evaluation Cycle or up to 12 months.

18) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 40 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins with agreement of the Educator.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the

**Improvement Plan.** The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii. The Educator may request that a representative of the Association attend the meeting(s).
  - iii. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s), indicator(s), elements(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii. Include the signatures of the Educator and Supervising Evaluator.
  - viii. If there is no agreement on the contents of the plan, the Association may submit the issue to expedited mediation and arbitration through the American Arbitration Association.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - b. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - c. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial

progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

- d. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

19) Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	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 two 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 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

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

20) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) Educators with PTS whose summative performance rating is exemplary and whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21) Rating of Educator Impact on Student Learning (Student Impact Rating)

A) Basis of the Student Impact Rating

- i) The following student performance measures shall be used in combination with professional judgment to determine an educator's impact on student learning, growth, and achievement.

(a) Statewide growth measure(s),

- (1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's Student Impact Rating.



However, educators shall be held harmless and shall not receive a Student Impact Rating any lower than *moderate* on any pilot or field test results from the PARCC assessment or any other state initiated pilot or field test until such assessments have been formally adopted by the BESE.

(2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS and gain score for ELLs.

(b) District-Determined Measures (DDMs) of student learning, growth, or achievement

B) Identifying and Selecting District-Determined Measures

- i) A DDMs Working Group of approximately 12 members representing teachers and administrators shall be established to identify and select DDMs.
  - (a) The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
  - (b) The parties shall endeavor to provide, to the extent practicable, representation of educators from a variety of grade levels and disciplines.
- ii) DDMs Working Group tasks shall include, but not be limited to:
  - (a) Surveying educators and administrators in the district to create and maintain a list of assessments used in the district. The Working Group shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the Working Group may invite teams of educators to identify or develop new measures that may be adopted or adapted as DDMs.
  - (b) Recruiting and identifying district educators, including teachers of students with disabilities and English language learners, as well as educator teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Working Group.
  - (c) Identifying at least two measures of student learning, growth, or achievement for each educator based on recommendations from educators with expertise in the content area as described in Section 22.B.ii.b.

- (d) Collecting feedback from educators and evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
    - (1st) Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the Working Group may convene a team of educators with expertise in the content area to make recommendations to the Working Group.
  - (e) Participating in the continuous improvement of the district's DDMs.
- iii) DDM Selection Criteria
- (a) DDMs may consist of *direct* or *indirect* measures.
    - (1st) A *direct* measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
      - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator's Student Impact Rating must be a *direct* measure.
      - (ii) *Direct* measures include, but are not limited to, criterion referenced or norm referenced measures such as: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
    - (2nd) *Indirect* measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
      - (i) *Indirect* measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.

- (b) DDMs must be comparable across grade or subject level district-wide.
  - (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth or achievement.
  - (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.
  - (e) DDMs must be piloted for a year before being selected to determine an educator's Student Impact Rating. A DDM is deemed piloted if it has been previously used with students to measure growth or achievement regardless of whether it has been previously selected as a DDM pursuant to the provisions of this Section. While a new DDM is being piloted, previously selected DDMs will continue to be used.
- iv) Process for Selecting DDMs
- (a) The DDMs Working Group shall provide a written recommendation to the school committee and the local association by June 1<sup>st</sup> which identifies at least two DDMs for each educator (the DDM list). Any DDM on the list shall be piloted in 2014-15 and, unless modified, shall be used in 2015-16, 2016-17 and 2017-18 in combination with professional judgment, to determine each educator's Student Impact Rating.  
  
The DDM Working Group's recommended DDM list shall be submitted to the School Committee and the Association membership for ratification. In the event the DDM Working Group has not been able to reach a joint recommendation on any DDM, such items shall be submitted to the Parties for negotiations. In the event agreement is not reached by the School Committee and the Association within a reasonable period of time, either party may file a petition for arbitration under M.G.L. c. 71, sec.38.
  - (b) Educators must be informed of the DDMs that will be used to determine their Student Impact Ratings no later than November 1, 2015 in the first year of this Agreement, and in subsequent years no later than the end of the first week of school.
  - (c) The district shall arrange professional development for all educators, principals, and other evaluators that outlines the components of the Student Impact Rating and prepares educators to administer DDMs. The district through the Professional Development Council shall determine the type and quality and

time of professional development. Professional development topics shall include, but not be limited to, an overview of DDMs and the Student Impact Rating, the district's DDM implementation and scoring plans, and the process for reviewing and confirming student rosters.

C) Determining Educator Impact for Each DDM

- i) The evaluator will meet with the educator annually to conduct a collaborative conversation about the educator's student outcomes on the DDMs administered in the previous year. For each DDM, the evaluator and the educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, consideration of the educator's student population and learning environment. Based on their discussions, they will determine whether, in general, the educator's students demonstrated *high, moderate, or low* growth or achievement in comparison to the growth parameters established for the specific DDM. See section 22.B.iii.c. Based on this conversation, as part of the continuous learning cycle for the educator, the evaluator may recommend that the educator continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them. In the event the evaluator and educator cannot come to an agreement on a Student Impact Rating of high, moderate or low growth or achievement, the evaluator's supervisor shall review the results and assign a rating for the educator. The supervisor's decision shall be final and not subject to the grievance and arbitration procedure.
- ii) Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
  - (a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
  - (b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
  - (c) DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted

instructional or service time shall not be used in the determination of an educator's impact on student growth.

D) Determining a Student Impact Rating

- i) The evaluator and the educator shall use their professional judgment to determine whether the educator is having a *high, moderate, or low* impact on student learning. The evaluator and the educator will consider the determinations of impact on student learning that resulted from the annual conversations held pursuant to Section C.i. above (high, moderate, or low) from at least two measures (a statewide growth measure must be used as one measure, where available) relative to at least three years of data and will apply professional judgment to those determinations in order to designate the educator's Student Impact Rating. The evaluator's and educator's professional judgment shall include, but is not limited to, consideration of the educator's student population and specific learning context.
  - (a) A rating of *high* indicates that the educator's students demonstrated significantly higher than one year's growth or achievement relative to academic standards in the grade or subject.
  - (b) A rating of *moderate* indicates that the educator's students demonstrated one year's growth or achievement relative to academic standards in the grade or subject.
  - (c) A rating of *low* indicates that the educator's students demonstrated significantly lower than one year's student learning growth or achievement relative to academic standards in the grade or subject.

E) Intersection between the Summative Performance Rating and the Student Impact Rating

- i) An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's Student Impact Rating, which is a rating of impact on student learning, growth, and achievement.
  - (a) DDM results and the Student Impact Rating shall not be used, in whole or in part, in an educator's Summative Evaluation to lower or raise the performance rating on any of the four professional standards or on the overall performance rating.
  - (b) Results from DDMs and the Student Impact Rating are used to inform the educator's Self-Assessment, to develop the

professional practice goal or student learning goal and the resulting Educator Plan.

- ii) Educators with PTS whose overall Summative Performance Rating is exemplary or proficient and whose Student Impact Rating is moderate or high shall be placed on a two-year self-directed growth plan. See Section 16.A.
- iii) Educators with PTS whose overall Summative Performance Rating is exemplary or proficient and whose Student Impact Rating is low shall be placed on a one-year self-directed growth plan. See Section 16.B.
  - (a) The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and Student Impact Rating to seek to determine the cause of the discrepancy.
  - (b) The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- iv) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

F) Initial Reporting of Student Impact Ratings

- i) Nothing contained herein shall limit the District's reporting requirements to the Department of Secondary and Elementary Education.
- ii) Student Impact Ratings under the terms of this Agreement shall be collected as follows:
  - a. The district shall implement DDMs and collect the first year of Student Impact Rating data during the 2015-16 school year.
  - b. The district shall implement DDMs and collect the second year of Student Impact Rating data during the 2016-17 school year.
  - c. The district shall implement DDMs and collect the third year of Student Impact Rating data during the 2017-18 school year.
  - d. Student Impact Ratings shall be determined based on trends and patterns following the 2017-18 school year for all **educators** where three years of data based on two DDMs is available and shall be reported to ESE.

22) Using Student Feedback in Educator Evaluation

The Educator shall establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan based upon guidance from the Evaluation Advisory Team. No student will be required to provide her/his identity in the feedback mechanism. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. Upon request by the Evaluator, the Educator will explain how the feedback has informed his/her self-assessment and goal-setting.

23) Using Staff Feedback in Administrator and Unit B Evaluation

Administrators and Unit B members shall establish a feedback mechanism for all Educators under her/his supervision prior to the end of the current educator plan based upon guidance from the Evaluation Advisory Team. No Educator will be required to provide her/his identity in the feedback mechanism. The feedback will be used solely by the Administrator or Unit B member to inform his/her self-assessment and goal setting for the subsequent educator plan. Upon request by the Evaluator, the Administrator or Unit B member will explain how the feedback has informed his/her self-assessment and goal setting.

24) General Provisions

- A) Only individuals who are licensed may serve as evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for negotiations and ratification.
- F) The Educator and the Evaluator shall make all reasonable efforts to comply with the timelines of this article. If extenuating circumstances exist beyond the

control of either party, and by mutual agreement of the parties, timelines may be extended to comply with the requirements set forth in this article.

- G) Violations of this article are subject to the grievance and arbitration procedures, unless otherwise stated.
- 25) Unit B: The terms and conditions set forth in Appendix G: Teacher Evaluation shall apply to department chairpersons and curriculum coordinators except as modified below:
- 2) F) \*Educator(s): Inclusive term that applies to all classroom teachers, caseload educators, and members of Unit B unless otherwise noted.
- 2) Y) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- 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)
  - Attainment of at least one to three District/School/Department Goals
- 3) C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
    - a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - b) Evidence of active outreach to and engagement with families;
      - ii) Evidence of progress towards professional practice goal(s);
      - iii) Evidence of progress toward student learning outcomes goal(s);
      - iv) Evidence of progress toward department goals; and
      - v) Student Feedback – see # 22 below;
      - vi) Staff Feedback – see #23 below;
      - vii) Other relevant evidence could include information provided by other administrators such as the superintendent.



7) A) ii) The self-assessment includes:

a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

b) An assessment of practice against each of the four Performance Standards of effective practice using the agreed upon rubric.

c) Proposed goals to pursue as described below.

(1<sup>st</sup>) At least one goal directly related to improving the Educator's own professional practice,

(2<sup>nd</sup>) At least one goal directed related to improving student learning,

(3<sup>rd</sup>) At least one to three department goals related to district/school goals.

8) A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning; at least one to three department goals related to school/district goals. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

8) C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 1<sup>st</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 1<sup>st</sup> or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition the goals may address shared team goals.

8) D) The Evaluator completes the Educator Plan by November 15<sup>th</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response; The Educator's signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

10) Observations: The Evaluator's first observation of the Educator shall, absent extenuating circumstances, take place by November 30. Observations required by the Educator Plan shall be completed by June 15<sup>th</sup>. The Evaluator may conduct additional observations after this date with the agreement of the educator.

10) A) i) Unannounced observations of at least 5 but not more than 15 minutes in duration may be in the form of partial classroom visitations, department meetings, or other professional activities.

10) B) iii) Within 5 school days of the scheduled observation, upon request of the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the population served, and any other information that will assist the Evaluator to assess performance

10) B) iii) (a) The Educator shall provide the Evaluator a draft of the lesson, conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

10) B) v) 5. The parties agree that not all of the indicators on the rubric may be observed during any one class or lesson or professional activity.

11) D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established at the time of the plan development by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice, student learning goals, and department goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

12) A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 20 of the first year of the two year cycle.

12) C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established at the time of plan development by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice, student learning goals, and department goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

13) A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 15th.

13) F) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and

progress on attaining professional practice, student learning goals, and department goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

13) H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in person, through a password protected software program placed in the Educator's mailbox or mailed to the Educator's home no later than June 15<sup>th</sup>.

13) I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 20<sup>th</sup>.

13) 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 25<sup>th</sup>.

13) L) The Educator shall sign the final Summative Evaluation report by June 30<sup>th</sup>. The signature does not indicate agreement or disagreement with its contents.

14) B) The Educator Plan shall include:

- i) At least one goal related to improvement of practice tied to one or more Performance Standards;
- ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
- iii) At least one to three department goals.
- iv) 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 obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- v) Be aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards.
- vi) Be consistent with district and school goals.

17) C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 15<sup>th</sup>.

19) Timelines for Unit B Members Only

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	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)	November 1
Evaluator completes Educator Plans	November 15
Evaluator should complete first observation of each Educator	November 30
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  * or two 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 15
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	March 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)  *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	June 15

Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 20
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 25
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 30

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 20 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 20 of Year 1</i>
Evaluator completes Summative Evaluation Report	June 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 25 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 30 of Year 2

20) A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by June 1. The principal's decision is subject to review and approval by the Superintendent.

## APPENDIX H

### SCITUATE PUBLIC SCHOOLS COACHES EVALUATION REPORT

Name of Coach	
Sport	
Position	
Season	

	PROFESSIONAL QUALITIES	Exemplary	Proficient	Needs Improvement	Unsatisfactory
A.	Adheres to district & school philosophy and policies				
B.	Knowledge of the game				
C.	Keeps current with new developments (i.e. school policy, MIAA rules and regulations, etc.)				
D.	Demonstrates Professional Growth (i.e. coaching clinics, membership in professional organizations, etc.)				

	COACHING TECHNIQUES	Exemplary	Proficient	Needs Improvement	Unsatisfactory
Note: The evaluator must conduct at least two formal evaluations of practice sessions during the season. However, information attained from informal observations should also be used to complete this section.					
A	Imparts knowledge to team				
B	Imparts skills to team				
C	Imparts spirit to team				
D	Develops sense of responsibility in athletics				
E	Instills respect for others				
F	Instills teamwork ethic				

ADMINISTRATIVE DUTIES		Exemplary	Proficient	Needs Improvement	Unsatisfactory
A	Physicals				
B	Parent Permission				
C	Team lists				
D	Locker room control (neatness & supervision)				
E	Equipment (issue-care- collect)				
F	Inspection of appropriateness of playing facility				
G	Award lists				
H	Accident reports				
I	Budget requests				
J	Evaluate assistant coaches w/Athletic Director				
K	Monitor and encourage educational progress of student athletes				

TEAM MANAGEMENT		Exemplary	Proficient	Needs Improvement	Unsatisfactory
A	Practice				
B	Games				
C	Sideline decorum at games with players				
D	Sportsmanship				

RELATIONSHIPS WITH		Exemplary	Proficient	Needs Improvement	Unsatisfactory
A	Team				
B	Coaching Staff				
C	School Personnel				
D	Parents				

COMMUNICATIONS		Exemplary	Proficient	Needs Improvement	Unsatisfactory
A.	Public relations, (radio, newspapers, Service clubs Fraternal groups				

Note: Comments must be made to explain and address each "needs improvement" rating. Comments for outstanding performance are also encouraged.

COMMENTS

Overall  
Rating:

Exemplary

Proficient

Needs  
Improvement

Unsatisfactory

This report represents the evaluator's best judgment of the coach's performance for Scituate Public Schools.

\_\_\_\_\_  
Evaluator's Signature Date

\_\_\_\_\_  
Principal's Signature Date

I have reviewed this report and I have been given the opportunity to discuss it with my evaluator. My signature does not necessarily mean I agree with the evaluation.

\_\_\_\_\_  
Coach's Signature Date

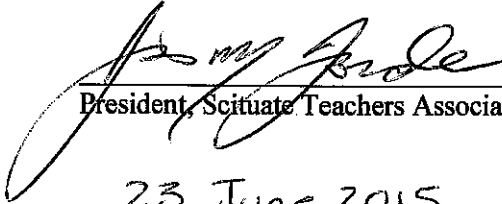


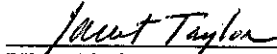
IN WITNESS WHEREOF, the duly authorized representatives of the parties hereby affirm their agreement this 22 day of June, 2015.

**SCHOOL COMMITTEE**  
Town of Scituate

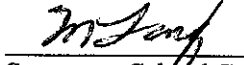
**SCITUATE TEACHERS ASSOCIATION**


\_\_\_\_\_  
Chairperson, School Committee  
Mr. Richard Hebert

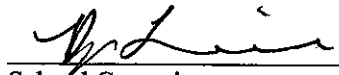
  
\_\_\_\_\_  
President, Scituate Teachers Association

  
\_\_\_\_\_  
Vice-Chairperson, School Committee  
Ms. Janet Taylor

23 June 2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary, School Committee  
Mr. Michael Long

  
\_\_\_\_\_  
School Committee  
Ms. Brenda Bowen

  
\_\_\_\_\_  
School Committee  
Ms. Robyn Levirne