

**AGREEMENT**  
**BETWEEN THE**  
**SCHOOL COMMITTEE OF**  
**TRURO**  
**AND**  
**THE TRURO EDUCATION ASSOCIATION**

**September 2015 - August 2018**

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**ARTICLE I**  
**DEFINITIONS**

Where the words are used in this Agreement, "Committee" means the school committee of the Town of Truro in the County of Barnstable and Commonwealth of Massachusetts; "Association" means the Truro Education Association. "Committee responsibility" means the powers and duties conferred by law upon the Committee for the conduct of the public school of Truro. "Teachers" as used in this Agreement shall mean the members of the professional staffs of the Truro Public Schools included in Unit A as defined in Article 2 of this Agreement including, but not limited to, classroom teachers.

**ARTICLE II**  
**RECOGNITION**

- A. The Committee recognizes the Association as the exclusive representative of those members of the professional staff of the Truro Public School comprising Unit A, Unit A includes all classroom teachers or teachers of remedial or special education, counselors, the arts, music, physical education, the school librarian, the school nurse, and no other professional or nonprofessional employees of the Truro Public School.
- B. The Committee agrees not to negotiate with any organization other than that designated as the exclusive bargaining agent pursuant to Massachusetts General Laws Chapter 150E of the General Laws of the Commonwealth of Massachusetts. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment during the term of this agreement.

- C. The Committee will not discriminate against any teacher or teacher-applicant with respect to hours, wages, or any terms and conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, participation in collective bargaining negotiations, or the institution of any grievances, complaints, or proceeding under this agreement, or because of race, color, creed, sex, sexual orientation or national origin.
- D. The Association shall be responsible for representing the interest of all teachers without discrimination and without regard to Association membership.
- E. Matters appropriate for consultation and negotiation between the parties hereto, are practices, procedures, and implementation of policies relating to working conditions which are in the authority of the Committee and subject to negotiation under the Massachusetts General Laws Chapter 150E of the General Laws of the Commonwealth of Massachusetts. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals.

### **ARTICLE III**

#### **COMMITTEE RESPONSIBILITY**

- A. The Committee is a public body established under, and with powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall derogate from the powers and responsibilities of the Committee under those statutes, or the rules and regulations of agencies of the Commonwealth. As to every matter not covered by this Agreement, the Committee retains the powers, rights, and duties that it

has by law and may exercise the same without any such exercise being made the subject of a grievance or arbitration proceedings hereunder.

- B. Subject to the provisions of Article 16B of this Agreement, the Committee shall have the right to promulgate rules and regulations pertaining to the teachers so long as the rules and regulations do not conflict with any terms or conditions of this Agreement.

#### **ARTICLE IV**

##### **TEACHER RESPONSIBILITY**

- A. The Committee and the Association shall not discriminate against teachers in the exercise of their rights, freely and without fear of penalty and reprisal, to form, join, and assist any employee organization, or to refrain from any such activity in accordance with the Municipal Employee Relations Act of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of such teachers to assist the Association shall be recognized as extending to participation in the management of the Association and acting for it in the capacity of organization representative.
- B. Each teacher shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Truro Public School in accordance with applicable laws, rules and regulations.
- C. A written list of Association officials and bargaining representatives shall be furnished to the School Committee immediately after their designation.
- D. The Association shall have the right through its Executive Board to recommend, in any advisory capacity, to the Committee the establishment of positions and programs.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

- A. The purpose of this grievance procedure is to give employees access to administrative review of grievances as defined below.
- B. A Grievance shall be a written claim by an employee that s/he has been adversely affected by an administrative violation of this Agreement or a Committee rule or policy concerning a matter covered by this Agreement.
- C. Failure to bring a grievance at the first stage within the time limits described, or failure to process a grievance to succeeding stages within the time limits described, shall constitute a waiver of the grievance and the grievance shall abate. The grievance procedure shall be the sole remedy for any grievance arising thereunder.
- D. All grievances which advance to Stage 2, as defined herein, shall be in writing and shall contain the following:
  - 1. Name and position of griever.
  - 2. The date grievance arose.
  - 3. The contract provision, rule or policy claimed to be violated.
  - 4. Name of person causing the grievance.
  - 5. The facts which give rise to the grievance.
  - 6. The redress claimed.
  - 7. The signature of the griever.
- E.
  - 1. All grievances shall be in writing and shall be brought to the first stage of the procedure within ten (10) school days except in July/August when calendar days shall prevail, after the occurrence which gave rise to the grievance.

2. At each stage of the grievance procedure the grievor may request to be accompanied by a representative of the Association at any hearings or discussions relative to the grievance.
3. In the event that a grievance affects a group of employees, the group of employees may request the Association to submit the grievance on their behalf, commencing at Article V, section G. Any meeting with reference to the above shall be held during non-school hours.

F. Stage One - Immediate Supervisor

1. The grievor shall submit to the Principal a written statement. To expedite settlement and to encourage informal resolution of the matter, the writing need only be a simple statement and need not meet the requirements of section D of Article V.
2. The Principal shall render a decision, in writing, within fifteen (15) school days, (unless during July/August when calendar days shall prevail) after receipt of the grievance, or within fifteen (15) school days (unless during July/August during which calendar days shall prevail) after any hearing, whichever is greater.
3. If the grievor is not satisfied with the Principal's decision, s/he may appeal to the next stage of the grievance procedure by filing with the Association President an appeal, in writing, within five (5) school days (unless during July/August during which calendar days shall prevail) in conformity with the provisions of section D, and, in addition, stating the reasons for the appeal.



G. Stage Two – Association President

1. The Association President will arrange a meeting with a professional mediator agreeable to the Association, the Superintendent and the grievor within ten (10) school days. Each party shall bear the expense of preparing and presenting its own case. The costs, if any, of the Mediator and the incidental expenses mutually agreed to in advance shall be shared equally between the two parties.
2. If the parties cannot reach consensus, the grievor may appeal to the Committee by filing a grievance with the Administrative Assistant to the School Committee within ten (10) school days (unless during July/August during which calendar days shall prevail of the hearing.)
3. This appeal shall be in the form described for appeals to the Principal's stage.

H. Stage Three Committee

The Committee shall hold a hearing on the grievance within twenty-five (25) school days after the filing of the appeal. The Committee shall issue, in writing, its decision on the grievance within ten (10) school days of the hearing.

I. Arbitration

Within fifteen (15) school days (unless during July/August when calendar days shall prevail) after the decision of the grievance by the Committee under the foregoing steps of the grievance procedure, the Committee or grievance committee of the Association may request arbitration of such grievance under the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be rendered within fifteen (15) school days (unless during July/August when calendar days shall prevail) of the completion of

the arbitration hearings, although such period may be extended by mutual agreement of the parties hereto.

2. The decision of the arbitrator shall be final and binding on the parties unless it is contrary to law.
3. The arbitrator shall have no power to change, alter, add to or detract from the terms and provisions of this Agreement. The grievance as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.
4. No teacher shall have the right to require arbitration, that right being reserved to the Committee or the grievance committee of the Association.
5. The Committee, Association and all parties to the grievance shall make available, upon request, records which are pertinent to the grievance.
6. Each party shall bear the expense of preparing and presenting its own case. The costs, if any, of the arbitrator and the incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

J. The Association and employees covered under this Agreement agree that they will not cause, condone, sanction or take part in any strike, walk-out, slow-down, work stoppage or any other job action in the Truro School System.

Any employee who causes, condones, sanctions, or takes part in any such prohibited practice shall be subject to the disciplinary action at the discretion of the School Committee, including loss of pay, suspension, reprimand, discharge or other action, and such disciplinary action shall not be subject to the grievance procedure, provided,

however, that the employee's actual participation shall have been subject to the provisions of the grievance procedure.

## **ARTICLE VI**

### **TEACHING HOURS AND TEACHING LOAD**

- A. The workday of each classroom teacher will begin no earlier than fifteen (15) minutes before the starting time established by the Committee for students.
1. On Fridays and on days proceeding holidays, teachers are free from duty at the close of the student's school day, as soon as the buses clear the parking lot.
  2. A teacher may be allowed to leave the building at the end of the students' school day with approval of and at the discretion of the Principal. Reason for refusal to allow the teacher to leave the building at the end of the student's school day shall be given to the teacher at the time of refusal. Any educationally justifiable reason given shall render the Complaint and Grievance procedures of this contract null and void regarding this section of this article only.
  3. Present work-day for teachers is 7 hours.
  4. The district reserves the right to assign employees, including but not limited to specialists, to a mutually agreed later starting time and a later finish time or a mutually agreed earlier starting time and an earlier finish time, providing that the overall length is the same as everyone else.
- B. It is recognized that the proper performance of their duties may, on occasion, require all personnel to work longer than the normal work-day.

- C.
1. The work year may begin prior to Labor Day. The Superintendent will consult with the Teachers' Association in the development of the school calendar.
  2. The School Psychologist may be required to complete his/her preparatory work during the week prior to the first day of school in the fall and finish his/her yearly responsibilities no later than one week after the last day of school.
  3. No more than three times per week, all staff personnel shall be available for any afternoon conferences, workshops, Professional Learning Communities (PLCs) and activities that may be necessary to carry on the school program successfully. Every effort shall be made to give teachers adequate advance notice of such meetings. These meetings shall extend for no more than one hour beyond the end of the teacher's contractual work-day.
  4. Full-time teachers may be required to attend seven (7) evening meetings each year. Attendance at all other evening meetings will be at the option of each individual teacher, except when a teacher is requested to attend a School Committee meeting. Teachers requested to attend such meetings will be given one week's notice except in the event of an emergency or the matter dictates an immediate resolution.
  5. Teachers in the Truro School System will have a duty-free lunch of thirty (30) minutes.
  6. Teachers will be given at least one preparation period each day.
  7. When possible, teachers will be notified of their assignments by the last day of the school year.

8. Exception to the provisions of Sections 2, 4, 5, or 6 above may be made by the Principal, when s/he determines that it is necessary to do so in the best interest of the educational process. Exceptions to Section 3 above may be made for I.E.P. evaluations. If the Association considers that exceptions are excessively determined and ordered by the Principal, a complaint may be filed and shall be subject to the grievance procedure.
9. Compensation for special length, after school hour events, such as Nature's Classroom, multi-day trips to cities, etc. will be one day's pay.
10. The school year shall consist of one hundred and eighty-two (182) teaching days and five (5) professional days. Professional days will be scheduled between five days before the students' opening day, and June 30. The scheduling of these dates shall be determined annually and will be upon mutual agreement between the TEA and Superintendent. Failure to reach a mutually agreeable time shall not prevent the School Committee from scheduling said days.

## **ARTICLE VII**

### **TEACHER EMPLOYMENT**

- A. Appropriateness of recent and comparable teaching experience is to be determined by the Superintendent. Full credit, not to exceed eleven (11) years, will be given for previous outside teaching experience upon initial employment.
- B. Teachers with previous teaching experience in the Truro School System will upon returning to the school system receive full credit on the salary schedule for all public school teaching experience, Military Service, and Peace Corps work up to a maximum set

forth above. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

- C. The Superintendent, with the approval of the Committee, may credit any new applicant, at the time of initial employment, with academic, occupational, military, or Peace Corps experience, where such experience bears relationship to the teacher's professional assignment and will benefit the students in that teacher's regimen.
- D. Part time teachers are to be paid at an hourly rate when attending staff development meetings held after their contractual hours of employment if so requested by the administration.
- E. At the end of 30 working days, long-term subs will be placed on Step 1 of the salary schedule in the appropriate column.

## **ARTICLE VIII**

### **TEMPORARY ABSENCES**

- A. 1. Teachers will be entitled to fifteen (15) days of sick leave each year as of the first official day of said school year. Teachers will be allowed to use up to five (5) days for family emergency. The five (5) days family emergency leave will be taken from the fifteen (15) days of sick leave. In cases of merit the Committee may allow sick leave beyond the above limit. Except for purposes of sick leave buyback under section A.3 herein, where a maximum of 185 days accumulation shall be allowed, sick days may be accumulated from year to year up to a maximum of 200 days.

2. A first year teacher who terminates employment prior to the end of the school year, and has used sick days in excess of those entitled for the portion of the year worked, shall have such days deducted from the settlement pay at the rate of 1/185th of annual salary for each day.
  3. A teacher with professional teacher status or the estate will be paid twenty-five percent (25%) redemption value for any such accumulation of sick leave days up to 185 days accumulation upon: (a) departure from the system, or (b) death. Such payment will be computed on the basis of multiplying the number of accumulated sick days by 1/185th of the teacher's last yearly salary. This section shall not apply in cases of discharge for just cause.
  4. If, after receiving a payment under this provision, a former employee resumes employment with the Committee and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which s/he is entitled.
- B. As of the effective date of this Agreement, days already accumulated will apply to all teachers in the Truro Public School.
- C. Any teacher who has been absent because of illness for three (3) consecutive days, may be required to present a certificate from the attending physician.
- D. Any teacher who has been absent because of illness for ten (10) consecutive days, may return to duties only after presenting a certificate from the attending physician indicating satisfactory recovery and ability to perform a teacher's duties.
- E. Leaves shall be granted for serious illness requiring bedside attention by the teacher to a member of the immediate household for the time necessary to arrange for proper care. It

is expected that this should not require longer than twenty-four hours, but in no case longer than forty-eight (48) hours. Such critical illness time shall be deducted from the teacher's accumulated sick leave.

- F. Teachers will be granted a leave of absence with pay for not more than five (5) days on account of the death of father, mother, brother, sister, husband, wife, child, grandparent, grandchild, son-in-law, daughter-in-law, or parent-in-law, or brother-in-law, or sister-in-law, whether such relative was a member of the teacher's household or not. Pay for absence not to exceed five (5) days will also be allowed on account of the death of any other relative who was a permanent member of the teacher's household, or of any other person with whom said teacher made his or her home. This leave will not be considered as part of the teacher's sick leave.
- G. A maximum of two (2) days absence per year without loss of pay will be allowed teachers for attending personal matters of an emergency nature. In taking such leave teachers shall consider the urgency of the matter, the possibility of completing such matters during non-school time, and the impact of such leave upon the teacher's students and program. Requests made under this section for days immediately preceding or following vacations shall have to be justified to the teacher's Principal. It is not the intent of this section to increase vacations.
- H. Whenever feasible a teacher shall give the Principal advance notice of any anticipated absence. In any event, the teacher shall notify the Principal as soon as is practical after the event occasioning the absence and shall inform the Principal as to the anticipated duration of the absence.



I. The Principal may make such inquiry regarding any absence as the Committee believes necessary to determine the cause of the absence and whether its duration was reasonable.

J. Where a teacher is absent for a reason other than those stated in Paragraphs A through F above, or except in the case of illness, is absent for a period in excess of the limits established in those Paragraphs, there may be deducted for each day of absence in excess of the prescribed limits, an amount equal to the teacher's daily salary, determined by dividing the annual salary by one hundred eight-five (185).

K. Maternity Leave

Female teachers in the employ of the Truro School System shall be entitled to maternity leave in accordance with the provisions of the Massachusetts Acts of 1972, Chapter 790 of the General Laws by inserting after Section 150A, Section 150D, and in accordance with the provisions of the Equal Employment Opportunity Act of April, 1972, as it amends Title 7 of the Acts of 1964. A female teacher will be entitled to maternity leave of up to 18 months for the purpose of giving birth to a child, or adopting a child, or for recovery from the complications of pregnancy or childbirth. The extent of the teacher's eligibility, the provisions of Section A.1, above, shall pertain to that portion of the teacher's leave during which she is medically unable to perform her professional duties. All additional leave under the provisions of this section shall be without pay, and any year or portion thereof in excess of 60 days, spent on such leave by a non-tenured teacher shall not be credited toward said teacher's time in service for the purpose of achieving professional teacher status. The conditions affecting leave as provided by this section shall be as follows:

1. A teacher shall notify her Superintendent/ Principal of her intentions concerning maternity leave, including her anticipated date for beginning such leave and her projected date of return.
2. The teacher's continued service during pregnancy shall be permitted until such time as the teacher shall decide to commence her leave. However, at the discretion of the Superintendent, the teacher may be required to furnish documentation from her medical advisor supporting her medical competence to continue in her employment.
3. The Truro School System and its officers individually and collectively shall not incur, through the teacher's continued employment, any liability whatsoever for any detrimental effects to teacher or child by virtue of the teacher's continued service during pregnancy.
4. For purposes determining the extent to which the teacher may be entitled to sick leave benefits, medical evidence shall be required to be supplied by the teacher's medical advisor as to the date on which the teacher is medically incapacitated and the date on which the teacher is medically able to resume her duties, notwithstanding the fact that the leave may neither begin nor end on said dates.
5. Upon the teacher's return from any leave taken under the provisions of this section, the teacher shall furnish to the Principal medical evidence of her fitness to resume her duties.
6. Subsequent to such leave, a teacher shall be restored to her former position, or that most nearly equivalent available at the time of her return, within 18 months of her departure date.

7. Upon her return she shall be placed on the next highest step on the salary schedule from that on which she was at the time of leave-taking, provided, however, that during the school year in which she began her leave she shall have completed more than 100 school days of service. In the event that she shall have served less than 100 school days in the school year of leave taking, she shall be placed on the same step at which she left.
8. With the exception of a teacher without professional status on leave for more than 60 school days in a single school year, a teacher upon returning from maternity leave shall have restored to her, her rights to normal vacations, status, seniority, advancements, and professional advantages of her position.

L. Child-caring Leave

1. In the case of a birth or adoption of a child, any teacher shall have the right to apply for a leave, without pay, for child-caring purposes.
2. In cases where the spouse may be a teacher in this School System, only one of said persons shall be entitled to such leave.
3. In the case of female teachers, the application for child-caring leave may be made to become effective immediately upon the termination of the maternity leave. The combined term of the maternity and child-caring leave shall not exceed the maximum time allowed under the Contract for a maternity leave.
4. Child-caring leave may be granted for a period of up to the end of the school year in which the birth or adoption of the child occurs, but such leave may, at the option of the Superintendent, upon the request of the teacher, be extended for one

additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth of a child is anticipated during the first month of a school year and a child-caring leave is being requested, the child-caring leave must commence at the start of the school year.
6. Where a child-caring leave is requested, a teacher taking such leave shall not be permitted to return to the school system, following such leave, between April 1 and June 30.
7. Applications for child-caring leave shall be filed at least three (3) months before the anticipated birth of the child, or no later than one (1) month after the date of an adoption.
8. Where a teacher who has been granted a child-caring leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Principal, so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.
9. Anything to the contrary, notwithstanding, a child-caring leave granted to a teacher without professional status need not be extended beyond the end of the contract school year in which the leave is obtained.
10. Upon return from a child-caring leave the teacher shall be placed on the next highest step on the salary schedule from that at the time of the leave-taking.

provided, however, that during the school year in which the leave was taken the teacher shall have completed more than one hundred (100) school days of service. In the event that the teacher shall have served less than 100 school days in the school year of leave-taking, the teacher shall be placed on the same step at which the teacher left.

11. The dates for the commencement and termination of child-caring leaves shall in all cases be subject to and based upon a finding and determination by the Superintendent that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

M. Sick Leave Bank

Upon the effective date of this Agreement a sick leave bank for use by eligible members of the professional staff covered by this Agreement, who have exhausted their own sick leave and who have a serious illness, shall be established. In September 1997, members of the professional staff covered by this Agreement shall each contribute one (1) of their annual fifteen (15) days of sick leave in order to fund the bank. The bank shall be maintained at a minimum of twenty-two (22) days. A maximum shall be two per professional staff member. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. One (1) member shall be designated by the School Committee to serve at their discretion and one (1) member shall be designated by the Association. The applicable

building Superintendent shall be the third member. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining the eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leaves.
3. Length of service in the Truro School System
4. Propriety of use of previous sick leave.

If the sick leave bank falls below the minimum, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or the Grievance Procedure.

- N. The Superintendent, with the approval of the Committee may, in exceptional circumstances, grant a leave of absence, with pay, or without pay, for reasons other than those set forth in Paragraph A through F above, or for a period greater than the applicable time limit specified in those paragraphs. Any extra days granted with pay shall be deducted from sick leave.

**ARTICLE IX**  
**PAYROLL DEDUCTIONS**

- A. Deductions: Payroll deductions shall be provided for tax-sheltered annuities and for approved group hospital, medical, life insurance, and MTA and Local Association dues.
- B. Teachers shall be entitled to 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 Truro pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan.
- C. A teacher may contract with the Committee for the purchase of an annuity pursuant to Massachusetts General Laws Chapter 71, Section 37B as part of the teacher's employment compensation.
- D. All payroll deductions requested by the teacher shall be authorized on a form to be provided for that purpose by the Superintendent. All such deductions shall be so stipulated not later than October 1, and shall remain constant for the entire pay year, except that changes may be made as of February 1 to remain in effect until the next following October 1.
- E. Teachers may enroll in tax-sheltered annuities only upon initial employment or during the months of September and January of each school year.
- F. The Town and the Association acknowledge that the Town is a member of the Cape Cod Municipal Health Group (CCMHG). The parties acknowledge that the CCMHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Association both

specifically waive any right to bargain over any and all changes made by the CCMHG to the plan(s) and benefits offered by the CCMHG.

## **ARTICLE X**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

The filling of vacancies in the Professional Staff of the Truro School System is the responsibility of the Principal.

- A. In exercise of such responsibility, the committee agrees to publish vacancies as follows:
1. All vacancies which occur within the professional staff of the Truro School System shall be publicized within the School System at least five (5) days prior to filling the vacancy on a permanent basis. Vacancies may be filled on a temporary basis until such procedure can be followed.
  2. Vacancies and positions shall be publicized, with qualifications, (in all affected buildings and/or offices), concurrent with publication outside the school system at least five (5) days prior to filling a vacancy on a permanent basis.
  3. All internal candidates possessing the published license requirements shall be interviewed for any vacancy.
  4. When in the judgment of the Principal, the qualifications, attainments and professional backgrounds of candidates are comparable, first consideration in filling vacancies shall be given to candidates within the Truro School System.
- B. If the Association considers that there has been improper discrimination in the filling of any vacancy or vacancies, a grievance may be filed and shall be subject to the grievance procedure.



**ARTICLE XI**  
**POSITION IN SUMMER SCHOOL, EVENING SCHOOL AND**  
**SPECIAL NEEDS**

The staffing of the summer and evening schools conducted by the Truro School Department and of programs carried on under special grants from the Federal and State governments is the responsibility of the Principal.

- A. In the exercise of such responsibility, in filling positions of which the Principal has reasonable notice in the following sessions and programs, the below procedure will be observed:
1. Advance notice of all openings for summer school and evening school positions and for positions under such special programs will be posted and teachers who have applied for such positions will be notified promptly of the action taken regarding their applications.
  2. Positions in the summer and evening schools and positions under such special programs will be filled first by regularly appointed teachers in the Truro School System.
  3. In filling such positions, consideration will be given to the teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Truro School System, and, in regard to summer school or evening school, previous Truro summer school or evening school teacher's experience.

4. When a sufficient number of regularly appointed teachers in the Truro School System are not available to fill the positions may be filled by any qualified teachers.
- B. If the Association considers that there has been improper discrimination in the filling of any position or positions, a complaint may be filed and shall be subject to the Grievance procedure.

## **ARTICLE XII**

### **PROFESSIONAL GROWTH**

Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study or other approved professional improvement to a member of the teaching staff by the Committee subject to the following conditions:

- A. No more than one (1) person of the teaching staff will be absent on sabbatical leave at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the Truro School System.
- D. Teachers on sabbatical leave will be paid fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.

- E. The teacher will agree to return to employment in the Truro School System for two (2) full years for each year's leave.
- F. Prior to the granting of sabbatical leave, the teacher shall enter into a written agreement with the School Committee that, in default of completing such service, s/he will refund to the Town the amount equal to such proportion of salary received while on leave for the amount of service not actually rendered as agreed.
- G. When a sabbatical leave has been completed, the sabbatical scholar will submit a report of the research or study to the Committee, in such form as may be recommended by the Superintendent.
- H. Individuals who have submitted a sabbatical request in a timely fashion and whose sabbaticals are not granted shall be given a written statement of reasons for the rejection and shall be given one opportunity to remedy the reasons within fifteen (15) school days (unless in July/August when calendar days shall prevail) of receiving the written statement.
- The Committee will review the amended request but still retains the discretion of deciding whether or not to grant the request.
- I. Expenses
- The Committee will pay for the reasonable expenses (including fees, lodging, meals, and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance approval of their Principal or immediate superior. When an individual's vehicle is used for such purposes, reimbursement shall be at the per mile rate then in effect.

J. Course Requirement

1. Teachers must maintain Massachusetts licensure for the position held and are responsible for meeting highly qualified standards as required by the DESE.
2. A three person standing committee composed of a teacher and the building Principal from the Truro Central School, as well as the Association President, will be formed for purposes of suggesting or developing in-service courses, and good faith efforts will be made to provide in-services courses on a regular basis.
3. In the event that a teacher is denied approval by the Principal of a three-credit course or of in-service course work, the teacher may appeal this denial to the Superintendent.

K. Longevity

Teachers who have completed at least ten (10) consecutive years of employment in the Truro School System, and who have fulfilled the course requirement of Article XII, Section J, will receive a longevity payment as follows:

After completion of ten (10) consecutive years: \$500.00 per year

After completion of fifteen (15) consecutive years: \$1,000.00 per year

After completion of twenty (20) consecutive years: \$1,500.00 per year

After completion of twenty five (25) consecutive years: \$2,000.00 per year

After completion of thirty (30) consecutive years: \$2,500.00

Part time teacher's longevity payment shall be prorated. Said payment payable with the first paycheck in December.

Consecutive years shall be defined as years of employment with the district and shall include time taken for approved leaves provided that during the school year in which the leave was taken the teacher shall have completed more than one hundred (100) school days of service. Years may not be “carried over” for teachers who have terminated employment and return at a later date.

L. Course Reimbursement

Subject to the following provisions, the Committee will pay the cost of tuition for courses conducted by accredited colleges, universities or professional training schools which are determined by the Committee in its exclusive judgment, to be in the best interest of the educational needs of the school district.

1. Where possible, written request shall be submitted to the Superintendent at least thirty (30) days prior to the commencement of the course.
2. Authorization for tuition payment is granted by the Superintendent in writing prior to the staff member's attendance.
3. A maximum course reimbursement of one thousand dollars (\$1000.00) per year, per applicant for ten (10) teachers. Teachers who are enrolled in a Post Graduate program and are seeking reimbursement for a course which is required of said program may receive reimbursement up to but not exceeding \$1000.00.
4. This provision shall not apply to those on sabbatical leave.
5. Reimbursement shall be made following the satisfactory completion of the course only to those teachers still employed in the Truro system.

M. Mentoring

The school committee recognizes the need to mentor teachers new to the Truro School System.

1. Teachers selected to be mentors for a veteran teacher (A teacher with three (3) or more years of teaching experience) will be paid for up to three (3) days at their daily rate of pay.
2. Teachers selected to be mentors for new teachers (Less than three (3) years of teaching experience) will be paid for up to six (6) days at their daily rate of pay.
3. Teachers who are mentored will not receive any additional remuneration.
4. Schedule of mentoring times to be identified as part of the mentoring plan as approved by the committee and the Superintendent/ Principal.

**ARTICLE XIII**

**TEACHER FACILITIES**

A. Where the building and facilities furnished by the Town makes it feasible to do so, the school shall be provided with the following:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area, containing equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for the exclusive use of teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

4. Separate teacher-dining area.
5. Well-lighted and clean rest rooms.
6. Parking space.

Decisions by the Committee with respect to any of the foregoing facilities may be the subject of a complaint but shall not give rise to an arbitral grievance.

- B. Except with the approval of the Principal for those projects of such educational value as to make the incidental personal gain of the teacher acceptable, no teacher shall use materials, facilities, space, time, or other resources of the School System for monetary, material or other personal gain. All requests for use of the school facilities or personnel by non-school organizations, groups, or individuals shall be referred to the Superintendent/Principal for approval.

#### **ARTICLE XIV**

##### **TEACHER EVALUATION**

- A. All monitoring or observation of the work performance will be conducted openly and with the full knowledge of the teacher. The use of public address or audio systems, and similar devices is prohibited.
- B. Teachers will be given a copy of all evaluation reports prepared by their superiors and will have the right to discuss such reports with their superiors before the reports are forwarded to the Office of the Superintendent of Schools.
- C. Teachers will have the right, upon request, to review and copy the content of their personnel file. Upon request of the teacher, an Association representative shall be permitted to be present at such review.

- D. No material derogatory to a teacher's conduct, service, character or personality will be placed in their personnel file unless the teacher has had an opportunity to review such material by affixing a signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and the answer shall be reviewed by the Principal and attached to the file copy.
- E. The Association recognizes the authority and responsibility of the Superintendent/Principal for disciplining or reprimanding a teacher for delinquency of professional performance, in private.
- F. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without "just cause".
- G. The evaluation process is printed separately as Appendix C, but incorporated herein by reference and therefore subject to all the terms and conditions herein.

## **ARTICLE XV**

### **PROFESSIONAL DISCUSSIONS**

In recognition of the professional standing of the teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of a significant value in improving the quality of education in, as well as the efficient and economical operation of, the Truro School System, and in recognition of the Association's knowledge of the ideas and opinions of teachers, the Committee agrees that not more frequently than once every three (3) months for a duration of no longer than three (3) hours, it or its designated representative will upon request of the Association meet at a reasonable time and place with a representative of the Association to discuss matters of concern or interest to the Association. The Association agrees



that at least one (1) week before the date scheduled for said discussion the Association will submit to the Superintendent a written agenda of subjects which it desires to discuss with the Committee at that meeting, and the discussion will be confined to subjects on that agenda.

It is further agreed that the provisions of this Article will not be construed as broadening the scope of other articles of the Agreement, or as broadening the application of this Agreement as a whole, and these provisions will not make any matter a grievance that would not be a grievance in their absence, nor make any matter a mandatory subject of discussion at any time other than at the meetings described in this Article if the subject would not be a mandatory subject to discussion in the absence of the provisions of this Article.

## **ARTICLE XVI**

### **ACADEMIC FREEDOM**

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with the students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his work hours) or the lack thereof will be the grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as such activities may interfere with the teacher's responsibilities to and relationship with students and/or the school system.

**ARTICLE XVII**  
**PERSONAL INJURY**

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring while in the performance of duties, the teacher will be paid full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence. This period of absence shall be deducted from the teacher's accumulated sick leave.

In the event a teacher is absent from school for medical reasons for a period in excess of thirty (30) consecutive school days, the Committee may require the teacher to undergo a physical examination at the Committee's expense and by a doctor of mutual choice, in order for the Committee to better anticipate the length of the teacher's absence.

**ARTICLE XVIII**  
**PROTECTION**

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the Principal.
- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. In order to provide indemnification for its teachers, the Committee accepts the provisions of the Massachusetts General Laws, Chapter 41, Section 100C.

**ARTICLE XIX**  
**REDUCTION IN STAFF**

- A. It is the responsibility of the School Committee to maintain the best public school possible and to implement those programs as mandated by the Massachusetts Department of Education. However, if it becomes necessary for the School Committee in its opinion to reduce positions held by teachers with Professional Status, an orderly process will be followed with emphasis being placed on a reasonable balance between outstanding performance contributions to students, and seniority.
- B. Procedure
1. Every reasonable effort will be made to reduce staff by a normal attrition.
  2. Reduction will be made by Department, Special Area, or by Grade Levels -- whichever is necessary. All reductions will be made within areas of licensure; i.e. all teachers having Massachusetts licensure in a given area will be considered as falling within that classification unit for the purposes of this article.
  3. As per Chapter 71, Section 42 of the Massachusetts General Laws, non-licensed teachers will be reduced first, followed by licensed teachers without Professional Status.
  4. In the event that further reductions are necessary within an area of licensure, a teacher's job performance and the best interests of the students shall be determinative, and shall be defined as the teacher's most recent Overall Summative Evaluation rating. Teachers (1) whose last Overall Summative rating was Unsatisfactory and (2) who have been on an Improvement Plan of at least ninety (90) school days that has not resulted in a change of the teacher's Overall rating shall be reduced before teachers in their affected group whose last Overall

**Commented [WU1]:** I think we want to change this to be congruent with the rest of the article. DO we want, "classification unit" like the highlighted above or were you thinking, "area of licensure" which is more broad?

'Area of licensure' is OK

Summative rating was not Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the area of licensure being subject to layoff first.

5. If further layoffs are necessary within a particular area of licensure, teachers (1) whose last Overall Summative rating was Needs Improvement, (2) who received a Formative Evaluation rating of Needs Improvement during the current evaluation cycle, and (3) who have been on a Directed Growth Plan of at least ninety (90) school days that has not resulted in a favorable change to the teacher's Overall rating shall be reduced before teachers in their area of licensure not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the area of licensure being subject to layoff first.

6. A teacher identified under Section B. 3. above, shall have the right to take the position of another teacher in the system having less seniority provided:

- a. the teacher has an equal or better most recent Overall Summative rating (no distinction shall be made between ratings of Proficient and Exemplary); and
- b. the teacher identified under Section B. 3. above is licensed for the position held by the less senior teacher.

7. In the event that the teacher identified under Section B. 3. above has the right under Section B. 6. to take the position of more than one less senior teacher, then the teacher identified under S. B. 6. will take the position of the teacher having the least seniority in Truro, and shall be given preference in the filling of such positions.

8. Seniority

1. Seniority shall be defined as the length of continuous service (measured in years, months, and days) in Truro. Seniority shall be computed from the first day of

**Commented [WU2]:** I think we need to review the paragraph references as these don't make sense to me.

work (not the hiring date), with appropriate adjustments for leaves of absence without pay, or part-time employment.

**Commented [WU3]:** No breaks for extended leaves or part-time prorated? Just making sure.

Thank you. Good catch.

2. In the event of ties, seniority shall be determined by a lottery, where the potentially affected teachers will be present along with representation by the Association and representation of the Superintendent.

3. The Superintendent shall publish a seniority list by February 1 of each school year. A teacher who finds any discrepancy in his/her listed seniority must report this discrepancy by March 1 to the Superintendent's office.

C. Employees whose positions are reduced shall be notified in writing no later than April 15 of the school year preceding the school year in which the reduction is to be effected.

D. Employees laid off under this article shall be considered for recall in the inverse order of their lay off within their classifications unit during a period of two years from the effective date of their lay off if they so indicate in writing of their desire to the Principal.

E. Employees serving a recall period shall be notified by the Principal concerning any open positions in the system for which they may be qualified and shall be given preference in the filling of such positions provided that they respond within thirty days of such notification. Failure to accept an offer of employment equivalent to the position from which the employee was reduced shall terminate this option. Acceptance of a lesser position (fewer hours or days per week) shall not terminate this option.

F. Employees serving a recall period may continue group health and life insurance coverage as provided at their expense during said recall period if permitted by the insurance carrier. Failure to forward premiums to the Town Accountant shall terminate this option.

G. Employees rehired after lay off under this section shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their lay off.

- H. The School Committee will make every reasonable effort to give priority on the substitute list to teachers on recall, provided such teachers indicated their desire to be placed on the substitute list.
- I. As used in this article the terms "lay off" and "reduction" shall include both nonrenewable of contract due to reduction in staff and reduction from full-time to part-time status due to reduction in staff.

**ARTICLE XX**

**LEGISLATION**

Should any of the terms and conditions of this Agreement be found to be in violation of any Federal or State law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXI**

**GENERAL**

- A. The Committee will, upon request, provide the Association with non-privileged documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- B. A copy of the official agenda for School Committee meetings will be given to the Association prior to said meetings.
- C. A number of copies of this Agreement shall be printed sufficient for each teacher and Committee member to have a copy in his/her possession. In addition, sufficient additional copies to meet the needs of projected staff changes, and appropriate school personnel shall be printed. The cost of such printing shall be shared equally by the Committee and the Association.
- D. If a new bargaining unit position is established, the Committee will negotiate with the Association over the appropriate salary for such position.
- E. If there are any substantial changes in the working conditions of any existing position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.

**ARTICLE XXII**

**EFFECT OF AGREEMENT**

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

B. This Agreement may be reopened at any time by mutual consent only. Should either party wish to re-negotiate a provision of this Agreement, said party shall set forth in writing the section, proposed change, and the reasons for which the change is proposed and forward said document to the other party.

Within fourteen (14) days of receipt of such notice, the receiving party shall respond in writing to the initiating party indicating its willingness to reopen said section in question, or its refusal to do so.

Any agreement reached through this process will be signed by the Committee and the Association and will become a part of this Agreement.

C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future endorsement of all the terms and conditions of this Agreement.

D. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

E. Where this Agreement requires the appropriation of funds to carry out any provision hereof, the Committee agrees to include such funds in the school budget to the extent permitted by law.



**ARTICLE XXIII**

**DURATION OF AGREEMENT**

- A. The provisions of this contract will be effective as of September 1, 2012 and will continue and remain in force through August 31, 2015.
- B. The parties agree that not later than October 15, 2014 they will enter into negotiations for a successor contract. If no agreement is reached, the parties may select a fact finder or petition the State Board of Conciliation and Arbitration to initiate mediation or fact finding.

**IN WITNESS WHEREOF**, the parties to this contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto as of the date first above written.

Dated: \_\_\_\_\_

TRURO SCHOOL COMMITTEE

TRURO EDUCATIONAL ASSOCIATION

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President

**APPENDIX A1, A2 AND A3**  
**TEACHERS' BASIC SALARY SCHEDULE**

The following apply to the salary schedules:

- A. All movements vertically will take effect September 1.
- B. The Superintendent must be notified of anticipated movements before October 1, of the year preceding the anticipated horizontal movement. During the next fiscal year all movements horizontally will take effect immediately upon presentation to the Superintendent of proof of fulfillment of graduate credit requirements. Change in pay will be effective as of the payday next following such presentation.
- C. Should the mandatory state minimum bachelor's salary increase beyond the stated beginning salary of this contract during the time of this agreement, all steps of this salary schedule will increase commensurately.
- D. Individual increments and/or adjustments are not to be considered automatic; they shall be reviewed annually and approved by the School Committee upon recommendation of the Administrative Staff.
- E. Payment of teachers' salaries may be made either in twenty-six (26) or twenty-two (22) equal payments. Each teacher must, prior to September 1 of each school year, elect one of these two pay schedules.
- F. Part-time teachers are to be placed on schedule and paid a fractional part of their proper step according to time put in.

Once the teacher elects the retirement plan and receives any funds as a condition of retirement, that teacher may request from the Superintendent to withdraw from the plan upon the condition of making arrangements for repayment of previously received money.

**SALARY INCREASES**

September 1, 2015 to June 30, 2016 -	1%, plus new step 14 on 13-step scales
September 1, 2016 to June 30, 2017 -	2.5%
September 1, 2017 to June 30, 2018 -	2%

APPENDIX A  
 SCHEDULE A1 - SEPTEMBER 1, 2015 THROUGH JUNE 30, 2016  
 Additional Step 1%

Step	Bachelor's	B+15	B+30 or Masters	M+15	M+30	M+45	M+60 E.d.D or Ph.D
1	42,844.00	44,926.00	47,010.00	49,092.00	51,174.00	53,256.00	54,875.00
2	44,558.00	46,723.00	48,890.00	51,056.00	53,221.00	55,387.00	57,070.00
3	46,340.00	48,592.00	50,846.00	53,098.00	55,350.00	57,602.00	59,353.00
4	48,194.00	50,536.00	52,880.00	55,222.00	57,563.00	59,906.00	61,727.00
5	50,122.00	52,557.00	54,995.00	57,431.00	59,869.00	62,303.00	64,196.00
6	52,126.00	54,659.00	57,195.00	59,728.00	62,260.00	64,795.00	66,746.00
7	54,211.00	56,845.00	59,482.00	62,117.00	64,751.00	67,387.00	69,435.00
8	56,380.00	59,119.00	61,862.00	64,602.00	67,341.00	70,082.00	72,212.00
9	58,634.00	61,484.00	64,337.00	67,186.00	70,034.00	72,885.00	75,101.00
10	60,981.00	63,943.00	66,909.00	69,873.00	72,836.00	75,801.00	78,104.00
11	63,420.00	66,501.00	69,586.00	72,668.00	75,750.00	78,833.00	81,228.00
12	65,957.00	69,161.00	72,370.00	75,573.00	78,779.00	81,987.00	84,478.00
13			75,264.00	78,596.00	81,640.00	85,085.00	87,856.00
14			78,275.00	81,740.00	84,905.00	88,488.00	91,370.00

APPENDIX A  
 SCHEDULE A2 - SEPTEMBER 1, 2016 THROUGH JUNE 30, 2017  
 2.50%

Step	Bachelor's	B+15	B+30 or Masters	M+15	M+30	M+45	M+60 E.d.D or Ph.D
1	43,915.00	46,049.00	48,185.00	50,319.00	52,453.00	54,588.00	56,247.00
2	45,672.00	47,891.00	50,112.00	52,333.00	54,552.00	56,772.00	58,497.00
3	47,499.00	49,807.00	52,117.00	54,426.00	56,734.00	59,042.00	60,837.00
4	49,399.00	51,800.00	54,202.00	56,603.00	59,002.00	61,404.00	63,270.00
5	51,375.00	53,871.00	56,370.00	58,867.00	61,366.00	63,861.00	65,801.00
6	53,429.00	56,026.00	58,625.00	61,221.00	63,817.00	66,415.00	68,415.00
7	55,566.00	58,266.00	60,969.00	63,670.00	66,370.00	69,072.00	71,171.00
8	57,790.00	60,597.00	63,409.00	66,217.00	69,025.00	71,834.00	74,017.00
9	60,100.00	63,201.00	65,946.00	68,866.00	71,785.00	74,707.00	76,979.00
10	62,506.00	65,542.00	68,582.00	71,620.00	74,657.00	77,696.00	80,057.00
11	65,006.00	68,164.00	71,326.00	74,485.00	77,644.00	80,804.00	83,259.00
12	67,606.00	70,890.00	74,179.00	77,462.00	80,749.00	84,037.00	86,590.00
13			77,146.00	80,561.00	83,681.00	87,212.00	90,053.00
14			80,232.00	83,784.00	87,028.00	90,700.00	93,654.00

APPENDIX A  
 SCHEDULE A3 - SEPTEMBER 1, 2017 THROUGH JUNE 30, 2018  
 2%

Step	Bachelor's	B+15	B+30 or Masters	M+15	M+30	M+45	M+60 E.d.D or Ph.D
1	44,793.00	46,970.00	49,149.00	51,325.00	53,502.00	55,680.00	57,372.00
2	46,586.00	48,849.00	51,114.00	53,380.00	55,643.00	57,908.00	59,667.00
3	48,449.00	50,803.00	53,159.00	55,515.00	57,869.00	60,223.00	62,054.00
4	50,387.00	52,836.00	55,286.00	57,735.00	60,182.00	62,632.00	64,536.00
5	52,403.00	54,949.00	57,498.00	60,044.00	62,593.00	65,138.00	67,117.00
6	54,498.00	57,147.00	59,798.00	62,446.00	65,093.00	67,743.00	69,783.00
7	56,677.00	59,431.00	62,188.00	64,944.00	67,698.00	70,454.00	72,595.00
8	58,946.00	61,809.00	64,677.00	67,541.00	70,406.00	73,271.00	75,497.00
9	61,302.00	64,465.00	67,265.00	70,243.00	73,221.00	76,201.00	78,519.00
10	63,756.00	66,853.00	69,954.00	73,053.00	76,150.00	79,250.00	81,658.00
11	66,306.00	69,527.00	72,753.00	75,975.00	79,197.00	82,420.00	84,924.00
12	68,958.00	72,308.00	75,663.00	79,011.00	82,364.00	85,718.00	88,322.00
13			78,689.00	82,172.00	85,355.00	88,956.00	91,854.00
14			81,837.00	85,460.00	88,769.00	92,514.00	95,527.00

## **APPENDIX B**

### **PERSONNEL SALARIES NOT ON BASIC TEACHERS' SCHEDULE**

The following personnel will be paid according to their proper step on the Basic Teachers' Schedule plus a ratio of that step as follows: School Psychologist 1.10

## **APPENDIX C - EVALUATION**

The School Committee and Truro Education Association agree to implement the Massachusetts Educator Evaluation system in a manner consistent with the regulations of the Department of Elementary and Secondary Education. The Parties agree to meet and negotiate over any changes that occur to the regulations during the term of this contract (or its successors).

The forms used to do so will be those designed by the Department (hereafter 'DESE'), unless an alternative is determined to be mutually satisfactory to the parties.

- A. Every Educator will be evaluated by a five-step process that includes:
  - 1. Self-Assessment – submitted to the Evaluator by Oct. 1.
  - 2. An Educator Plan – completed by the Evaluator by Nov. 1, after reviewing the Educator's proposed goals.
  - 3. Implementation of the Plan
  - 4. Formative Assessment/Evaluation – completed in writing at the mid-point of every one- or two-year evaluation cycle.
  - 5. Summative Evaluation – including ratings as specified in Section B (below).
  - 6. Rating of Impact on Student Learning
  
- B. Each Educator's overall performance will include ratings on:
  - 1. Curriculum, Planning and Assessment
  - 2. Teaching All Students
  - 3. Family and Community Engagement
  - 4. Professional Culture

and will take into account the Educator's progress on the goals set forth in the Plan (above). An overall rating will be determined by the evaluator based these factors.

- C. Evaluation shall be based on evidence of professional performance, including:

1. Multiple measures of student achievement and growth;
2. Observations of practice, announced or unannounced (with written feedback);
3. Educator work products; and
4. Student work.

Evidence should be relevant to the categories listed in B (above), or pertinent to the goals included in the Plan (A. 2.). The Evaluator shall share with the Educator all evidence considered in the evaluation process. The Educator may provide other relevant evidence for the Evaluator’s consideration.

D. The parties agree to use the Evaluation Rubrics developed by DESE.

E. Observations normally will be unannounced, unless otherwise agreed by the Evaluator and Educator, or required by regulation. Every observation shall be followed by written feedback, delivered promptly to the Educator. Casual visits by supervisors not followed by written feedback will not contribute to an Educator’s evaluation.

F. There will be five versions of Educator Plans, as follows:

1. Self-Directed (for Educator with PTS, and an Overall rating of Proficient or Exemplary)
  - a. Two-year
  - b. One-year
2. Directed (for Educators with PTS whose Overall rating is Needs Improvement)
3. Improvement (for Educators with PTS whose Overall rating is Unsatisfactory)
4. Developing (for Educators without PTS, or those with PTS in new assignments requiring different licensure than the previous assignment)

Self-Directed Plans will be proposed by the Educator, and reviewed by the Evaluator. If revisions are considered, they should be considered collaboratively. Directed and Improvement Plans will be proposed by the Evaluator. They may be revised collaboratively. In all cases, the Evaluator has the final say over a Plan’s content.

Improvement Plans must be of at least thirty (30) days duration, and may not be longer than one school year.

G. All Educator Plans will include two Goals.

1. One Goal shall relate to the improvement of the Educator’s professional practice.
2. One Goal shall improve student learning.
3. Goals may be individual, or developed by teams of Educators.

H. Formative and Summative Assessment/Evaluation

Educators may receive feedback and ratings from their Evaluator at any point in the evaluation cycle. Minimally, at mid-cycle each Educator will receive a Formative Assessment, including written feedback and ratings on Goals and professional performance. Educators on two-year Self-Directed Plans will receive Formative Evaluations at the end of the first year of the two-year cycle.

**Commented [WU4]:** I think that the evaluator has the final say, but the plan should be developed collaboratively

By regulation, the Evaluator must propose a Plan that addresses the deficiencies in performance that led to the rating of Needs Improvement or Unsatisfactory.

**Commented [WU5]:** I think you want to insert “school” so it says “school days”.

The regulations say ‘calendar days’.

At the conclusion of the evaluation cycle, the Evaluator will provide a Summative Evaluation Report to each Educator. This will include a rating on each Performance Standard; a rating of the Educator's progress on the Goals in the Educator Plan; and an Overall Summative rating. For one- or two-year cycles, this shall occur no later than June 15.

No Summative Evaluation rating of Needs Improvement or Unsatisfactory provided to an Educator on or after April 15 may impact any Reduction in Force at the conclusion of that school year. That does not apply to a rating of Unsatisfactory that was preceded by a rating of Needs Improvement prior to April 15.

The Educator shall have an opportunity to provide the Evaluator with evidence appropriate to the achievement of the Goals, and to his/her professional performance, prior to completion of the Summative Evaluation. This evidence shall be considered when determining Evaluation ratings.

**Commented [WU6]:** Should we mention that the evaluator must consider the evidence when determining the overall rating

The Educator shall have the right to respond in writing to the Summative Evaluation. Such response shall become part of the final evaluation report.

#### I. DDMs/Student Impact

Educators will receive a Student Impact rating, which will be independent of their Summative Performance rating. The Student Impact rating will be based on statewide growth measures, where available and applicable, and on such District-Determined Measures as are recommended jointly by an Educator and Evaluator, and approved by the Superintendent. In the event agreement is not reached within a reasonable period of time, either party may request that DESE provide an impartial hearing officer to render a decision.

The Evaluator shall judge whether an Educator's impact showed a trend or pattern over a three-year period. If the impact was not significantly higher or lower than one year's growth per year, per student (with consideration for the student population and specific learning context), the Student Impact rating shall be 'moderate'. A rating of 'high' or 'low' may be given for impact significantly greater or lesser than one year's growth per student per year.

Educators with PTS whose Summative Performance rating is Proficient or Exemplary, and whose Student Impact rating is 'low', shall be placed on a one-year Self-Directed Plan. That Plan may include a goal relative to factors that may be contributing to the low impact.

Truro implemented DDMs in 2014-15. Data will be collected each year, and ratings reported to DESE following the 2016-17 school year.

#### J. Student or Parent Feedback

Prior to any formal effort to solicit feedback from parents or students for purposes of teacher evaluation, the parties will reconvene to negotiate an appropriate process.