

COLLECTIVE BARGAINING AGREEMENT

between

THE SWAMPSCOTT SCHOOL COMMITTEE

and

THE SWAMPSCOTT EDUCATION ASSOCIATION

2016-2019

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School Committee

Carin Marshall*, Chairperson
Amy OConnor, Vice Chairperson
Gargi Cooper*
Ted Delano
Suzanne Wright

**Subcommittee on contract negotiations*

Administration

Pamela R. H. Angelakis, M.A., M.Ed., Superintendent of Schools

SEA Bargaining Committee

Nancy Hanlon, President
Michael Citino, Vice President-Bargaining
Rebecca Bucklin, Vice President-Professional Rights & Responsibilities
Karen Bach
Joanna Ganci
Natalie Paine
Tom Reid

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The Swampscott Education Association ("the Association") and the Swampscott School Committee ("the Committee"), by the respective bargaining teams and subject to ratification by their memberships, herewith agree to the following terms and conditions for a successor collective bargaining agreement to their agreement that expired on August 31, 2016. The successor agreement will be in effect from September 1, 2016, to August 31, 2019, and will carry over intact all terms and provisions of the predecessor agreement that expired on August 31, 2016, except to the extent modified below. Unless otherwise specified herein, all modifications of non-economic working conditions will take effect as of the date of ratification of this Memorandum.

Preamble

Recognizing that our prime responsibility and purpose is to provide education of the highest possible quality for the children of Swampscott while realizing the most effective and prudent use of the tax monies expended toward achieving that end; and, realizing that good morale and effective use of ideas and experience of the professional educators on the staff is both essential and fundamental to the achievement of that purpose, we, the undersigned parties to the Agreement, do hereby declare that

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Swampscott, has final and ultimate responsibility for establishing the educational policies of the Swampscott Public Schools;
- B. The Superintendent of Schools of Swampscott ("the Superintendent") has the responsibility of effectuating, implementing, and professionally advising and consulting on the policies so, promulgated by the Committee and exercising those responsibilities conferred by Chapter 71 of the Massachusetts General Laws consistent with M.G.L. c. 150E and this Agreement;
- C. The teaching staff of the Swampscott School System has the primary professional responsibility for providing education of the highest possible quality both in and out of the classrooms;
- D. Principals are the educational leaders in their individual schools. They also have the responsibility to represent the Superintendent and the School Committee in all matters relative to that school and exercising those responsibilities conferred by Chapter 71 of the Massachusetts General Laws consistent with M.G.L. c. 150E and this Agreement;
- E. Assistant principals shall assist and support the principal in the performance of the principal's duties and shall assume full responsibility for the proper functioning of the school in the absence of the principal;
- F. Directors shall be responsible for the implementation of the curriculum and ensure, that teachers within their departments employ approved methods, materials, and procedures;

- G. Nurses shall be responsible for emergency care to students, teachers and staff, and provide yearly screening programs for vision and hearing. In addition, nurses will act as resource persons and consultants, and assist in dental inspections, immunization and physical examinations. The key role will be to serve as liaison between home and school in all health and related matters.
- H. Fulfillment of these several responsibilities can best be facilitated and realized by consultations and the free exchange of professional views and information between the Committee, the Superintendent, the principals, assistant principals, Directors and Dept. Chairmen, Nurses, and the teaching staff in the formulation, application, and clear identification of those policies as they affect and define the wages, hours, working and other conditions of employment for the teaching staff, wherefore the parties have executed this Agreement.

This Agreement is a complete agreement between the parties covering all the mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of the Agreement only. All matters not dealt with herein shall be treated as having been brought up and disposed of by the Committee, and the Committee shall be under no obligation to discuss with the Association any modifications to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives and given to the affected parties within 30 business days of the changes.

Article I – Recognition

Section 1

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive collective bargaining representative of the classroom teachers and certain other employees of the Swampscott School System, as more fully described below in Section 2 hereof, pursuant to the terms and valid administrative interpretations of Massachusetts General Laws, Chapter 150E, and any subsequent amendments thereto.

Consistent with law, the Committee agrees to give the Association reasonable notice of its intent to change, alter, or modify existing wages hours and conditions of employment of the teachers in the Swampscott Public Schools, and further agrees to extend to the Association any opportunity to present their positions and otherwise negotiate the committee's decision to change, alter, or modify said mandatory subjects of bargaining and their effects upon the teachers.

Any agreements reached pursuant to this section shall be reduced to writing, signed by the parties, and added to this Agreement.

Section 2 Unit Description

The collective bargaining unit represented by the Association and recognized by the Committee in Section 1 hereof is described as follows:

All classroom teachers as defined by Chapter 71 Section 38G of the Massachusetts General Laws (the so-called certification statute) excluding the Superintendent and any of the following: assistant superintendent of schools, principals, assistant principals, school business administrators, directors, extended day teachers, aides, Title 1 teachers and contracted therapists and psychologists, but including the following specific categories of positions: curriculum directors (whether system-wide or grade defined), nurses, athletic coaches, athletic managers and others defined by Appendix C of this Agreement, special assignment positions defined by Appendix B of this Agreement, long-term substitute teachers, director of guidance, but excluding all other non-certifiable positions in the Swampscott Public Schools not included in the above-named statute of the Commonwealth of Massachusetts.

Section 3

Teaching functions traditionally performed and presently being performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit.

Article II – No Discrimination

There shall be no discrimination, interference, retaliation, restraint, or coercion by the Committee, Swampscott Education Association or their respective agents against any teacher because of his or her membership or non-membership in the Association, activities on behalf of the Association, or because a teacher pursued or advanced rights and privileges contained in the Agreement or refused to do so.

Section 1

No one shall be required to become or remain a member of the Association as a condition of employment in the Swampscott Public Schools.

Section 2

As a condition of his continued employment while this Agreement shall be in effect, every employee covered by this Agreement, if not a member in good standing of the Association, shall pay or, by payroll deduction, shall have paid to the Association an agency service fee or a percent of the combined local, state, and national dues, rounded to the nearest dollar, per year. This percentage will be determined by the local association. In no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date is later.

Article III – Dues Deduction

The Committee agrees that from and after receipt of written authorization in the form provided by the Massachusetts' Teachers Association, and prior to any revocation thereof, it will deduct from the salary of the teacher executing said authorization the sum designated therein as Association dues.

It is the express intent of the parties that the provisions of this Article be and are subject to the following conditions:

- A. The President of the Association annually shall certify the amount of monthly Association dues to the Committee no later than the June 30th preceding the school year in which the dues are to be deducted. If the sum once certified is changed, the amount deducted from the earnings of a teacher who has authorized such deduction shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Committee from the President of the Association.
- B. Deductions provided for above shall be remitted to the authorized financial officer of the Association not later than the twentieth (20th) day of the month following the month in which the deduction is made. Deduction shall begin with the fifth (5th) pay period. The Committee shall simultaneously furnish the financial officer of the Association each month a record of the teachers from whose earnings deductions have been made and the amount of the deduction.
- C. Provided, however, that the Committee shall be under no obligation to make any such deductions as aforesaid after the termination of the term of this Agreement; and provided further that the Committee may immediately cease making such deductions at any time on behalf of a teacher upon receipt by the Superintendent of a written notice or revocation of authorization from that teacher; or upon transfer of a teacher out of the unit defined in Article I, Section 2, of this Agreement (except that such deduction shall be resumed if a teacher is

returned to a position included in the unit) or upon knowledge by the Committee that a teacher is no longer a member of the Association.

- D. The Association agrees that it will indemnify and save the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this Article or in reliance upon the authorization described herein, in any amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such teacher or teachers.
- E. The Committee shall provide that whenever duly authorized by any teacher, payroll deductions on behalf of such teacher shall be made and paid over in accordance with such authorizations for any and all of the following:
 - 1. Premiums under an annuity contract.
 - 2. Premiums under employee group insurance.

Article IV – Joint Professional Rights and Responsibility Committee

The Superintendent shall meet at least three (3) times during the school year on mutually agreeable dates with representatives of the Association's Executive Board for the purpose of discussing issues of mutual concern in order to maintain a good working relationship ("the Joint PR&R Committee"). Other members of the Association and/or Administration may be present at either party's request.

Article V – Rights of the School Committee

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee responsibility to the people of the Town of Swampscott for the quality of education in, and the efficient and economical operation of the Swampscott School System, it is herein agreed that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without any such exercise being made the subject of a grievance.

Nothing in the Agreement shall be deemed to derogate or impair any power, right, or duty heretofore possessed by the Committee, or to change any rule or policy adopted prior to the date of acceptance of this Agreement, except where such right, power, duty, rule, or policy is specifically limited or changed by this Agreement.

The Superintendent may require a medical examination of any member of the bargaining unit should there exist a reasonable question with regard to the teacher's ability and fitness to perform his or her duties in a satisfactory manner. The physician conducting this examination shall be mutually agreed upon by said teacher and Superintendent. The expense of the examination shall be borne by the district.

Article VI – Grievances

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact.

Section 1

For purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and the Association and/or any teacher involving only an alleged specific and direct complaint encompassing the interpretation, application, claim of breach or violation of express language of a specific provision of the Agreement.

The Association and/or teacher having a complaint should discuss the complaint with his or her Curriculum Director, principal or Superintendent before filing a formal grievance.

Section 2

It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provisions of this Article.

Section 3

It is agreed that any individual teacher or group of teachers if he or they so desire shall have the right at any time to present grievances to a supervisor, the Superintendent, the Committee, or a representative of the Committee without the intervention of the Association; provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at such adjustment and be informed on the facts pertinent thereto.

Section 4 Grievance Procedure

A grievance must be presented within twenty (20) school days of the time of the occurrence of the act, decision, or ruling forming the basis of the grievance or within (30) school days after the teacher knew or reasonably should have known of the basis of the grievance and must be processed in accordance with the steps, time limits, and conditions as set forth below, provided however that the first step shall be the lowest step at which the grievance can be resolved.

Step 1

The teacher shall present the written grievance during his or her non-teaching hours to his or her school principal who shall give the teacher-grievant his or her written answer within five (5) school days, and if denied, outline the reasons for the denial.

Step 2

If the grievance is not satisfactorily settled within fifteen (15) school days, the Association or the teacher (with notice to the Association) may present the grievance to the Superintendent. Within ten (10) school days of receipt of the grievance, the Superintendent, or the Superintendent's designee, shall meet with the teacher and the Association to discuss the grievance. The Superintendent, or the Superintendent's designee, shall within five (5) school days following the conclusion of the meeting, provide a written response to the teacher and the Association.

Any grievance of a general nature affecting a group of teachers and which concerns the interpretation, application or compliance with the provisions of this Agreement shall be considered a policy grievance and shall, at the option of either party, be filed at Step 2 of the Grievance Procedure. Such a grievance shall be initiated by either the President of the Association or the Superintendent.

Step 3

If the grievance is not satisfactorily settled, it shall be appealed to the Committee (in writing) within five (5) school days after the teacher's receipt of the written answer of the Superintendent, or the Superintendent's designee.

If the Committee determines that the grievance concerns an issue outside of its jurisdiction, the Committee shall so notify the grievant and the Association. Thereafter, within ten (10) school days the Association (and only the Association) may advance the grievance to arbitration.

If the Committee determines the grievance is within its jurisdiction, the Committee, or its designated representative, and the teacher-grievant and, if the teacher so elects, counsel, and/or the President of the Association, or the President's designee, shall meet to discuss the grievance at the next regularly scheduled Committee meeting in executive session and at a time designated by the Chairman of the Committee. The Committee, or its designated representative, shall elect whether or not this discussion shall take place during school hours.

The Committee will give its written answer to the grievant within ten (10) school days following the conclusion of the meeting.

Step 4

If no satisfactory settlement of the grievance is made, it may in certain circumstances be appealed to arbitration by written notice of such intent to appeal within ten (10) school days after the written answer of the Committee under Step 3. Any appeal to Arbitration shall be made by the Association (and only the Association) and only in accordance with the Procedures and Conditions set forth in Article VII of this Agreement.

Section 5

A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the Committee, or any of its representatives, in any level of this procedure, to answer within the time limit specified shall be considered as though the appeal was denied, which shall mean that the appeal may be taken to the next step as though a negative answer had been received.

In the event a grievance is filed at such a time that the grievance procedure would not be exhausted before the end of the school year, either party may request that the grievance procedure be continued during the summer vacation and the time limits in the grievance procedure shall be construed as referring to work days.

Section 6

No reprisals of any kind will be taken by the Committee or any member of the Administration against any party in interest, any school representative, any teacher, any member of the SEA Ethics Committee, or any participant in the Grievance Procedure by reason of such participation in the procedure or refusal to participate.

Article VII – Arbitration

Any grievance which remains unsettled after the procedures outlined above in Article VI, Section 4 hereof have been exhausted, may be submitted to arbitration upon written request of the Association or the Committee subject, however, to the terms and conditions defined below. It is the express intent of the parties hereto that the Arbitration Procedures defined in this Article be limited to matters involving the interpretation and application, claim of breach, or violation of this Agreement. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

Section 1

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence.

Section 2

Any grievance which a party has appealed to arbitration for a final determination and resolution of the issues shall be heard and decided by a single Arbitrator pursuant to applicable rules and procedures established for such arbitration proceedings by the American Arbitration Association.

Section 3

A stenographic record of the hearing shall be made if desired by either party or the Arbitrator. The cost of the stenographic record will be borne by the party making the request. In the event that the Arbitrator desires such a record, the cost of said record shall be shared equally by the parties. After said hearing, each party may be permitted by the Arbitrator to file a brief.

Section 4

Except as mentioned above, each party shall bear the cost of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator shall be shared equally by the parties provided the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee have any personal obligation (either primary or secondary) for any payment under any provision of this Agreement.

Section 5

After said hearing before the Arbitrator, it shall be the duty and function of the Arbitrator to make and render a written decision within thirty (30) days from the date the hearing closes.

The decision shall be final and binding upon both the Committee and the Association and upon any employee or employees affected thereby, provided that it shall be restricted to an interpretation or application, claim of breach or violation of the terms of this Agreement and shall in no way alter or expand the provisions of the Agreement or contain any recommendations thereto, and is based only upon facts and arguments either presented by the parties or on which an opportunity to comment has been furnished to the parties by the Arbitrator. The arbitrator's written decision shall clearly state its findings of fact and conclusions upon which said decision is founded.

Section 6

The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement.

Section 7

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de novo, applying the principles set forth above in Section 6.

Article VIII – No-Strike Clause and the Continuity of Employment

Section 1

In recognition of its obligations under the provisions Chapter 150E of the Massachusetts General Laws, the Association hereby agrees and affirms that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in or participate, either directly or indirectly, in any strike, sit down, stay in, slow down, work stoppage, withholding of services, "professional day" absence, concerted intentional unauthorized absences, or any other unlawful interferences with assigned or expected work.

Section 2

The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other like or similar interference occur (regardless of the lack of Association connection with the activity), it shall put forward every reasonable effort to immediately have the activity terminated, including ordering the persons therein involved to return to work.

Section 3

Any individual teacher who violates Section 1 or Section 2 of this Article will be subject to discipline and possible discharge by the Superintendent.

Section 4

It is agreed that the Committee will not seek monetary damages against the Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2 hereof.

Section 5

The Association further agrees that prior to seeking or recommending that any form of professional sanction or boycott be imposed upon the Swampscott School System to, or by, the Massachusetts Teachers Association and/or the National Education Association, it will first exhaust its rights to remedy and relief under the provisions of this Agreement.

Article IX – Teachers' Duties

Section 1

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his or her energies should, to the extent possible, be utilized to this end.

Every teacher in the Swampscott School System shall be a member of a department and represented by a department chairperson who is required, among other duties, to attend the appropriate building or school-wide meetings and to communicate budgetary, curricular, and other relevant information to and from the other members of the department.

Section 2

The starting and dismissal times for students in the Swampscott School System shall be determined solely by the Committee in conjunction with the Massachusetts State Board Education standards. The current students' schedules in the Swampscott School System are:

Kindergarten	8:15 a.m. to 2:15 p.m.*
Elementary	8:15 a.m. to 2:15 p.m.*
Middle School	8:00 a.m. to 2:20 p.m.
High School	8:10 a.m. to 2:30 p.m.

*The parties acknowledge that they have had discussions of the Committee's intention to change the K-4 student day to 8:20 a.m. – 2:20 p.m., and agree that the Committee may make such change without any further requirement to bargain with the Association. The effective date of this change will be in the Committee's sole discretion, and will occur no later than the first day of the 2014-2015 school year. This change will be implemented simultaneously with the change to Elementary Level planning time referenced in Article XI, Section 1.

However, the Committee agrees that before a change in the aforesaid times is finally decided by the Committee or implemented by the Superintendent, they will notify the Association of this intent within a reasonable time in order to allow time for the Association to meet with representatives of the Committee to discuss and negotiate the proposed changes and effects of same upon the system and the teachers. For purposes of this section a "final decision" by the Committee shall mean a formal vote of the Committee.

Section 3

The work day of teachers will be as follows:

Elementary (K-4)	8:10 a.m. to 2:25 p.m.
Middle School (5-8)	7:50 a.m. to 2:35 p.m.
High School (9-12)	8:00 a.m. to 2:45 p.m.

A teacher may be required to remain reasonable amounts of time after final dismissal for the purpose of giving extra instruction or special help to students in need of assistance and/or for makeup work or for such other purposes specifically defined in this Agreement. Secondary Teachers (grades 5 through 12) agree to be available a minimum of two afternoons per week for extra help, the duration of which will be determined by the teacher. The guidance counselors and librarians will also remain a reasonable amount of time to satisfy their professional obligations.

Section 4

The work year of the teachers (other than new personnel) under normal circumstances will coincide with the requirements of the Massachusetts Department of Elementary and Secondary Education. The work year for teachers will be 182 days: 180 days for students and 2 professional development days for teachers. At least 1 of the 2 professional development days will take place prior to the start of the school year. The work year for teachers shall begin no earlier than the Monday before Labor Day, and there shall be no school on the Friday before Labor Day. If the make-up of cancelled school days would extend the school year beyond June 30, the time and date of those necessary days will be negotiated between the parties. If the parties are unable to reach an agreement on the time(s) and date(s) of said make-up days, the make-up days will be during April vacation beginning the last Friday of April vacation and working backward. The last two days of the school year in all schools shall be a half day for students and school year staff. The work day before the December vacation will be a noon dismissal for students and school year staff.

Educational Team Leaders (ETL) are required to work fifteen (15) days beyond the regular work year for teachers.

High school guidance counselors will be required to work a minimum of three (3) days and up to five (5) days before the opening of school and a minimum of two (2) days and up to five (5) days after the close of school based on the discretion of the high school principal.

The middle school counselors will be required to work two (2) days before the opening of school and two (2) days after the close of school beyond the 182 days required for teachers. Furthermore, the Director of Guidance, who is required to work a minimum of three (3) days and up to five (5) days before the opening of school and a minimum of two (2) days and up to five (5) days after the close of school based on the discretion of the high school principal will be permitted to work up to an additional ten (10) days during the summer months. In the event that elementary counselors are required to return before the opening of school or after the close of school they will be paid at a per diem rate. Guidance counselors shall be paid 1/182nd of their contractual salary for each day.

Section 5

No teaching position in the local summer school, evening school or federally funded program shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant for such a position who is covered.

Section 6

Teachers may be required to remain after the end of the work day to attend up to twenty (20) afterschool meetings as defined by Article XI, Section 1.

Section 7

Teachers may be required to attend one (1) evening meeting each marking period. Compulsory attendance at evening school meetings or functions during the marking periods shall be equally

divided as much as reasonably possible among all qualified teaching personnel. Attendance at other than compulsory evening meetings or functions shall not be cumulative and shall be at the discretion of the individual teachers.

Section 8

Teachers will have a duty-free lunch period of at least the length of a student lunch period at a time between the hours of 11:00 a.m. and 1:00 p.m.

Section 9

Teacher participation in student extracurricular activities shall be voluntary, where reasonably possible. Such assignments shall be made by the principal according to the individual teacher experience, qualifications and personal preference. No teacher shall be appointed to more than three (3) paid extracurricular activities in Appendices B and C.

Section 10

Teachers are not required to drive pupils to official school functions and activities that take place away from school buildings. Teachers may do so voluntarily, but in such cases the teacher must receive advance approval of the principal of the school involved or the Superintendent. For each approved trip of more than fifty (50) miles, teachers will be reimbursed at the town reimbursement rate for mileage plus tolls and parking fees. If the mileage exceeds the minimum, then the teacher shall be reimbursed, as described above, for the entire mileage.

Section 11

The principal or Superintendent shall, when assigning practice teachers, take into consideration the academic load schedule and record of past supervision of the classroom teacher being considered for this assignment. As nearly as possible, such assignments shall be divided among all classroom teachers with professional status (or "PTS"). Classroom teachers may, however, volunteer for such assignment and, in fact, are urged to do so, in the interest of developing competent and well-trained teachers for the profession. Vouchers which are sent by the colleges of the student teacher to the Swampscott Public Schools will be made available first to the supervising teacher, and then to members of that teacher's department.

A practice teacher, who has assumed classroom responsibilities from the supervising regular teacher may substitute for the supervising teacher and be paid at the regular rate for a substitute teacher if the cooperating school permits.

Article X – Transfer and Vacancies

Section 1

Any vacant or newly created position which receives compensation shall be posted for at least ten (10) school days prior to a final appointment by the Principal with the approval of the Superintendent to fill the vacancy or new position. Vacant or newly-created part-time, temporary, and paid extracurricular positions shall be posted five (5) school days prior to a final recommendation by the Superintendent.

The Superintendent or the Superintendent's designee will notify the Association in writing of all such open positions prior to the aforesaid posting period. In any event, all vacancies shall be filled as soon as possible if the Committee intends to fill the vacancy. Jobs will be posted on district web site wherever possible.

During summer months notification of vacancies will be sent to those teachers who have indicated interest on their preference forms for such positions. Said letters shall set forth the general qualifications for the position, a general description of the duties and the rate of compensation.

The selection of the teacher to fill the position shall be at the discretion of the Superintendent; however, recognizing the value of experience and proven ability, the Superintendent affirms that all other factors being equal, where possible, preference will be given teachers in filling such positions on the basis of length of satisfactory service in the Swampscott School System.

Classroom teachers may apply for the vacant position and will be considered for the vacancy on the basis of background, training, past record, experience, ability, and scheduling availability, among other things. In view of the Teacher Preference Forms defined in Section 5 hereof, the posting during the summer months shall be, and hereby, is waived. The administration reserves the absolute discretion to select the teacher to fill such vacancies except, however, that unsuccessful classroom teacher applicants may, upon request, receive from the administration the reasons for refusal of their application. When the qualifications are equal, in discretion and judgment of the Superintendent preference will be given to the teacher candidate. The selection of applicants shall not be considered a grievance within the meaning of the grievance procedure contained in this Agreement.

As of the first school day in each year, the Superintendent shall provide the President of the Association with a written list of all new teachers hired into the system for that year, including therein the number of years teaching experience and salary step. The above list shall include the names of individual teachers that have received additional (extraordinary) step increases under Article XV, **Error! Reference source not found.** of this Agreement together with the amount of such increase.

Section 2

Should a reduction in teaching personnel be necessary, personnel with fewer than three (3) full years' experience will be released before other personnel in accordance with Chapter 71, Section 42, of the Massachusetts General Laws.

Should a reduction of PTS teachers become necessary, the following criteria will be followed:

1. First to be released will be personnel in the department who have fewer than three (3) full years service in the Swampscott School System.
2. Next to be released will be the part-time PTS personnel in the department in reverse order of seniority as defined in Article XVIII.
3. Next to be released will be PTS personnel within the department in reverse order of seniority as defined in Article XVIII.

For the purpose of this Article, personnel are defined as being in the department where they have taught a majority of their time in the past year and departments are defined as:

Business	7-12	Art	K-12
English	7-12	Guidance	K-12
Foreign Language	7-12	Library	K-12
Mathematics	7-12	Music	K-12
Physical Education/Health	K-12	Nurses	K-12
Science	7-12	Reading	K-12
Social Studies	7-12	Special Needs	K-12
Elementary Classroom Teacher	K-6	Speech	K-12

All layoffs by category in subsections two (2) and three (3) of this section shall be based upon the order of inverse seniority as defined by Article XVIII. Should a vacancy occur in the department from which a member of the bargaining unit has been laid-off, or in a department in which a member of the bargaining unit has taught within the last five years in the Swampscott School System, the member laid-off shall be recalled in reverse order of the lay-off.

The right of recall shall exist for a period of two (2) years from the effective date of the lay-off. This right of recall shall not apply to any unit member until that unit member commences a fourth year of employment in the bargaining unit. For the purpose of this Article, a vacancy shall not include

vacancies created through illness or a leave for which the teacher is to be out for less than a semester.

Laid-off personnel in the bargaining unit may choose to remain on the health plan offered by the Town by paying the full cost of the plan. Personnel laid-off under this Article shall, if they notify the Superintendent in writing, be placed at the top of the substitute list. If a person on this list refuses a reasonable number of assignments, the Superintendent may remove that person from the list.

Section 3

Involuntary transfers will be ordered only after a meeting has been held between the teacher to be transferred and the Superintendent (or the Superintendent's designee) at which time the teacher to be transferred shall be apprised of all the reasons supporting the decision to transfer. The above meeting shall be held a reasonable time before the effective date of the transfer and after due notice is given to the teacher and the Association. If, after the above meeting with the Superintendent the teacher to be transferred objects to the transfer on the basis of reasons given by the Superintendent, then, upon request of the teacher, the Superintendent (or the Superintendent's designee) shall, within a reasonable time, notify the Association of the teacher's objections and the Superintendent (or the Superintendent's designee) shall meet with the representatives of the Association to discuss the transfer.

Section 4

When, in the judgment of the Superintendent, a transfer is necessary for good and sufficient reason and in the best interest of the Swampscott Public Schools (other than an emergency), the Superintendent shall make every effort to seek a volunteer. If the Superintendent, in his or her sole discretion, does not transfer any of the volunteers, an involuntary transfer will be made. In determining the identity of the teacher to be involuntarily transferred, a teacher's area of overall competence, major and/or minor fields of study, overall qualifications and length of service in the Swampscott School System will be taken into consideration by the Superintendent. As nearly as possible, teachers being involuntarily transferred will be assigned to a comparable position.

Section 5

A teacher desiring a transfer, change of assignment, or employment in a summer program, evening school program, or federal or state program, will submit an executed Teacher Preference Form to the Superintendent stating the assignment preferred. The Teacher Preference Forms will be distributed to all teachers at the start of the school year and must be submitted between September 1 and April 1 of each school year in order to qualify for consideration for the succeeding school year. Other than the above filing limits, no preference will be afforded applications on the basis of dates filed and, in no event will the information contained in the forms be used detrimentally to the teachers' interests. The Teacher Preference Forms must be renewed each year.

Section 6

Notice of transfer will be given to teachers within a reasonable time after a final decision to transfer has been reached by the Superintendent.

Section 7

The Superintendent reserves the right to hire and transfer classroom teachers without the notice or other procedures defined herein in extraordinary cases where federally funded innovations and programs in the school system reasonably require such hiring, transfer, or specialized instruction to permit the school system to qualify for such programs, and the nature and procedures of the school system's applications for such funds do not permit a disclosure, are sufficiently uncertain and indefinite, or where speed in applying is of the essence so as to prevent meaningful collective bargaining with the Association prior to such action. In such cases, the Superintendent will notify the Association as soon as practicable of the program, the reasons for its implementation, its implementation, and its projected effect on the working conditions of the teachers and will, to the extent possible, negotiate any changes in working conditions caused by such innovations and

program. Under normal circumstances hiring, transfers and/or specialized instruction caused by the implementation of federally funded programs will be consistent with and follow the procedures in this Agreement.

Article XI - Teacher Assignment

Section 1

Teachers will have guaranteed daily planning time as described below. Teacher planning time will be used solely at the teacher's discretion for the following purposes: provisioning of classroom lesson and laboratory activities, including but not limited to set-up of technological integration and lesson manipulatives; parent contact via telephone and email; web site maintenance; meetings and consultation with special education staff, guidance counselors, METCO coordinators and tutors, school adjustment counselors, administrators and parents; common planning with in-house staff for interdisciplinary units; student assessment; field trip planning and organization; photocopying; bathroom breaks; attendance; and posting of grades on the internet twice each term.

Elementary Level: Effective simultaneously with the change of the elementary school day to 8:20 a.m. – 2:20 p.m., which change will occur at the discretion of the Committee, but no later than the start of the 2014-2015 school year, elementary planning time will be governed by the following language: Between the hours of 8:20 a.m. and 2:20 p.m. all elementary teachers will be guaranteed 40 consecutive minutes of planning time per working day, which shall be exclusive of the 20 minute daily duty-free lunch period. Until such change in the elementary school day is implemented, elementary teachers will continue to be guaranteed at least 35 consecutive minutes of planning time per working day, which shall be exclusive of the 20 minute daily duty-free lunch period.

Middle School Level: Between the hours of 8:00 a.m. and 2:20 p.m., all middle school teachers will be guaranteed a minimum of 47 contiguous minutes of non-assigned planning time per day, which shall be exclusive of the daily duty-free lunch period at least equal to that of the student lunch period.

Middle School Schedule Subcommittee: A Labor Management Committee will be established to address the middle school schedule. There will be 6 teachers appointed by the Association and up to an equal number of administrators appointed by the Superintendent. The Labor Management committee will report its recommendations to the parties by January 30, 2014.

High School Level: Between the hours of 8:10 a.m. and 2:30 p.m., all high school teachers will be guaranteed a minimum of 47 contiguous minutes of non-assigned planning time per day, which shall be exclusive of the daily duty-free lunch period at least equal to that of the student lunch period.

Common planning time K-12 will be scheduled at the teachers' request by grade level and/or subject area when possible. Teachers may also request interdisciplinary common time.

High School Schedule for 2011-2012: The parties agree to form a joint teacher-administrator committee to review and revise the high school schedule to conform with the DESE time and learning requirements. Any proposed changes to the 2011-2012 SHS schedule made by the joint committee will be voted by the faculty and be subject to ratification by the Association.

The definition of an afterschool meeting is any meeting held after a regular school day of a school staff, department or other subgroup for purposes which may include school or departmental business, professional development, webinars, and the like. All afterschool meetings will start no later than 15 minutes after the end of the student day and shall last a maximum of 75 minutes.

Professional Development Committee: The PD Committee consists of one (1) SEA officer, two (2) teachers appointed by the SEA, and three (3) administrative representatives as appointed by the Superintendent.

- A. The PD Committee will advise and make recommendations concerning the PD focus that addresses district goals and individual building goals.
- B. The PD Committee will advise and make recommendations concerning the design of a PD annual plan.
- C. The PD Committee will advise and make recommendations concerning creating the PD calendar.
- D. The PD Committee will advise and make recommendations concerning the number of hours any implementation of new initiatives or professional development should take.
- E. Implementation of any Professional Development or any curriculum development that occurs beyond the 2 full days devoted to Professional Development, 20 afterschool meetings and the professional development release time will be paid at the rate of \$40 per hour or granted in-service credit at the request of the teacher.
- F. The Professional Development Committee will meet prior to October 1st each year and the Professional Development annual plan will include activities for the 2 Professional Development days each year.

Section 2

Teachers with the greatest seniority may decline home room or x-block assignments when someone is available in their department with less seniority. These more senior and experienced teachers shall, instead, make themselves available during normal home room or x-block periods to reasonably assist and advise the administration in the indoctrination of new teachers in the practices, procedures, and operations of the Swampscott School System. Teachers who are thereby not assigned to home room or x-block remain subject to the provisions of Article IX, Section 3, and shall use this time as defined in this section.

Home room or x-block assignments shall, where possible, be equally divided among all the teachers in a school. A teacher shall not be assigned as a traveling teacher within a building if it is reasonably possible to assign a less senior teacher, in that department, to the traveling assignment.

Section 3

It is the consensus of the parties to this Agreement that the ideal teacher-student ratio in the Swampscott School System is defined below and shall, to the extent possible, be maintained as nearly as reasonably possible, consistent with prudent assignment of the present teaching staff utilizing the existing physical facilities, as follows:

- A. Elementary School: 25 to 30 students
- B. Middle School and High School:
 - 1. All subjects except band and glee club: 25 to 30 students.
 - 2. Band and choral instruction: by agreement between the teacher and the principal.
 - 3. Study halls: 50 to 60 per teacher

Should a dispute arise under the provisions of this section, it may be appealed directly to the Superintendent if it cannot be adjusted by the teacher and the teacher's principal. If the matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be presented by the aggrieved teacher to the Joint PR&R Committee for final and binding decision of the matter. If the Joint PR&R Committee cannot agree upon a disposition or adjustment of the matter, then the original condition shall be maintained. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained in this Agreement.

Section 4

Classroom teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades, and subjects they will teach, and any special or unusual classes they will have, with reasonable certainty, consistent with the uncontrollable changes required in assignments which may occur, as soon as practicable after the assignments have been made by the administration, and, under normal circumstances by the close of school in June. Teachers will be informed by their principals, in writing, of changes in their teaching assignments made after June 15 by a notice sent to their address on file in the Superintendent's office. Under normal circumstances no changes will be made after August 15.

Teachers with duties in more than one building whose schedule cannot be established in the spring will work out their schedule as soon as possible in the fall. This will be done in cooperation with the building principals involved and will be subject to final approval by the Superintendent.

Section 5

Secondary school teachers will not be required to teach more than two (2) different subject areas in any school year. Teachers are required to be adequately prepared for each class and shall devote sufficient time in preparation each day in order to accomplish this end.

Section 6

Substitute positions on the teaching staff which are known to be vacant for at least twenty (20) days shall, to the extent possible, be filled by teachers who have fulfilled state certification requirements; provided, however, if a certified teacher is unavailable, or unacceptable to the Superintendent, such vacancy may be filled by a qualified, non-certified teacher. After a twenty (20) consecutive school day trial period in the same assignment the substitute teacher, whether certified or non-certified, will be given a regular teacher's contract scale. If, in the discretion of the appointing authority, within the twenty (20) day trial period, it is determined that a "substitute teacher" is a "regular teacher" then that teacher shall be placed on the teacher's contract wage scale, at a level determined by the Superintendent.

Section 7

The Superintendent or his or her designee will make reasonable efforts to produce a qualified substitute teacher for full school day absences of classroom teachers provided, however, that subject to this Agreement the scheduling of classes and hiring of teachers is and remains within the discretion of the Superintendent and the Committee.

Should a dispute under the provisions of this section arise, if the matter cannot be adjusted by the Association and the principal involved, it may be appealed directly to the office of the Superintendent. If this matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be presented by the Association to the Joint PR&R Committee for final and binding disposition. If the Joint PR&R Committee cannot agree on disposition or adjustment of the matter, then the original administrative decision shall prevail, subject to the provisions of Article IV hereof. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained herein.

Section 8

In order to provide for an orderly operation of the individual school, teachers may be required to share in the normal in-school responsibilities (such as supervision of pupils, fire drills, student dismissals, assemblies, etc.) by the principal on an equitable basis. All elementary teachers, specialists and classroom teachers will be assigned lunch and lunch recess duty on an equitable basis. To the extent that aides are employed, teachers will be relieved of these assignments.

Section 9

All secondary school teaching assignments and each class size will be posted conspicuously in the office of the teacher's assigned school, when the information becomes available.

Section 10 Implementation of X2

The following is the implementation schedule agreed to for required components of X2. Voluntary usage of X2 beyond the minimum requirements may continue as described in the below Roll Out Plan.

Additionally, it is agreed the required validation for health records and special education records will be completed within the current work day if time permits or after the workday at the hourly rate as is requested and approved by the administrator. Ongoing technical support will be made available to all staff as needed.

Swampscott High School

Currently Required	Upon Ratification of 2013-2016 Contract	Beginning Semester 2 2013-2014
<ul style="list-style-type: none">• Attendance• Use of X2 to generate Mid Term Reports and Report Cards	<u>Beta Period</u> <ul style="list-style-type: none">• Attendance• Use of X2 to generate Mid Term Reports and Report Cards• Training continues to prepare for full implementation• No public posting of grades is required• Portal opened to students	<u>Full Implementation</u> <ul style="list-style-type: none">• Attendance• Use of X2 to generate Mid Term Reports and Report Cards• Teachers will input individual test, quiz, and other graded assessments by Mid Term and by End of Term• Full portal access for students and parents

(continued on next page)

Swampscott Middle School

Currently Required	Upon Ratification of 2013-2016 Contract	Beginning Term 3 2013-2014 School Year	Beginning School Year 2014-2015
<ul style="list-style-type: none"> Attendance Use of X2 to generate Mid Term Reports and Report Cards 	<ul style="list-style-type: none"> Attendance Use of X2 to generate Mid Term Reports and Report Cards Training for portal implementation 	<u>Beta Period</u> <ul style="list-style-type: none"> Attendance Use of X2 to generate Mid Term Reports and Report Cards Training continues to prepare for full implementation No public posting of grades is required Portal opened to 7th and 8th grade students only 	<u>Full Implementation</u> <ul style="list-style-type: none"> Attendance Use of X2 to generate Mid Term Reports and Report Cards Teachers will input individual test, quiz, and other graded assessments by Mid Term and by End of Term Portal opened: <ul style="list-style-type: none"> → Grades 5 + 6 Parent-only access → Grades 7 + 8 Student and Parent access

Swampscott Elementary Schools

Currently Required	Upon Ratification of 2013-2016 Contract	Beginning January 2014	Beginning School Year 2015-2016 (anticipated date; tentative depending upon completion of Standards Based Report Card)
<ul style="list-style-type: none"> Nothing currently required 	<ul style="list-style-type: none"> Receive access to and training in X2 	<ul style="list-style-type: none"> Attendance 	<ul style="list-style-type: none"> Attendance Posting grades using Standards Based Report Cards, 6 months after the Standards Based Report Card is set up and operational

Article XII – Teacher Protection

Section 1

Any feasible or tenable complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher and the teacher's immediate superiors. The teacher shall have the right upon request to ascertain the name of such complainant and to respond to the complaint in writing or in person to said complainant.

Section 2

Teachers will immediately report to the Superintendent in writing all cases of actual or suspected assault and/or battery suffered by them in the course of their employment in the school. Likewise, teachers will report any incident which involved the touching of an individual and which might, in their opinion, give rise to a charge of assault and/or battery against them.

The teacher's report will be forwarded to the Committee or their designee. The Committee will comply with any reasonable request from the teacher or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the teacher, police, and the courts to the extent it is possessed of such knowledge, reports, and information of the incident, as the employing authority, provided, however, that the Committee deems such action to be reasonably within the best interests of the school system.

Teachers shall also report cases of the recurrent problems with their pupils to the parents or guardians of that pupil through their respective principals in order to provide the parents or guardians with reasonable notice and warning of the existence of such problems before they reach a relatively serious stage.

Section 3

If any proceeding is commenced against a teacher, the Committee will provide indemnification as required by Chapter 258 of the Massachusetts General Laws.

Section 4

The Committee will reimburse teachers in an amount from ten dollars (\$10) up to two hundred dollars (\$200), for a maximum of two thousand dollars (\$2,000) in annual system-wide claims, for the replacement of clothing or other personal property of the teacher damaged or destroyed in the reasonable count of the teacher's employment within the school grounds.

Section 5

The Committee and the Association will share the printing cost of this Agreement. All teachers will receive a copy of this Agreement at the beginning of the school year. Additional copies of this Agreement will be shared equally by the Committee and the Association.

Section 6

Audio and visual recording in the classroom will be done only with the written permission of all of the parties being recorded.

Article XIII – Teacher Evaluation, Discipline, Suspension and Discharge

Consistent with the usual and existing practices of the Swampscott School System, all monitoring and/or observations of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any written evaluation reports prepared by their superiors as soon as reasonably possible. Teachers will have the right to see and review written individual reports, if any, as well as composite reports with the individuals making them. The purpose of observation and evaluation is to improve instruction and provide criteria for the basis of continued employment.

Section 1

Any teacher may request an interview with a department chairman or director, principal, or representative of the Superintendent's office to review their evaluation reports.

Teachers whose service has been rated unsatisfactory or who have been formally criticized or reprimanded by a superior in any respect shall be notified of such action, and shall have the right, upon request, to meet with the rating or evaluating superior who shall review and fully explain the

rating to the teacher. Said reviewing superior shall also define and suggest to the teacher areas for remedy and improvement of the rating, criticism, or reprimand.

With regard to the personnel file or folder of all teachers in the Swampscott School System, the Committee hereby reaffirms its belief in and compliance with the so-called "open folder rule" of the laws of the Commonwealth as more fully explained in Chapter 71, Section 42C, of the Massachusetts General Laws which preserves teacher's right to examine and copy personnel folder, files, cards and records concerning either the teacher or his or her work, provided that such examination shall be in the presence of a school official or his or her designee. Teachers also have the right to submit a written answer to derogatory material contained in the file and his or her answer shall be reviewed by the Superintendent and attached to the file copy of the derogatory letter.

A time limit of five (5) years will be set for the retention of any derogatory document within a teacher's folder. Once professional status is reached, any document contained within his or her folder will be available for him to read. No item in his or her folder will be withheld from a teacher with professional status.

However, consistent with the cited statute, it shall be the responsibility of the individual teacher to request and periodically review his or her file. The Committee urges the teachers to review regularly their personnel files in order to protect fully their rights and to implement fully the terms, provisions and tenets of this Agreement.

Section 2 Educator Evaluation Process

Teachers will be evaluated in accordance with the procedures and tool set forth in the agreed-upon Educator Evaluation document, which was effective for the 2012-2013 school year, and which is incorporated into this Agreement as Appendix D.

A. General

1. In order to maintain the confidentiality and integrity of the evaluation process, the teacher's evaluations will be kept in the Superintendent's office. A log will be kept as part of the file indicating who has seen the file, the date of access and the reason for accessing the file. Clerical staff whose job it is to maintain and secure the file shall not be included in the log. Those individuals who examine or receive copies of file material shall be logged.
2. Evaluation is grievable pursuant to the just cause standard of the Agreement. A grievance on evaluation shall be timely filed only after the evaluation process has been completed and the evaluation report issued. Satisfactory evaluations may not be grieved to the Arbitration level unless they are procedurally flawed or factually incorrect. Non-reappointment of Teacher Without Professional Status as a result of formative and summative evaluation data is non-grievable, but is arbitrable if proper procedure is not adhered to.

B. Evaluation Joint Labor-Management Committee

The parties agree to form a joint labor management committee ("the Evaluation Committee") to review and revise, as necessary and in response to the anticipated DESE regulations regarding teacher evaluation, the tool and process by which members of the bargaining unit are evaluated. The Evaluation Committee will be comprised of an equal number of representatives appointed by the Association and the Superintendent. Each party will appoint their own representatives to the Evaluation Committee. The Evaluation Committee shall report its recommendation to the parties no later than three (3) months after the release of the final regulations exclusive of summer school vacation periods. By mutual agreement, the parties may extend this deadline from three (3) months to six (6) months. The parties agree that all members of the Evaluation Committee will exercise good faith efforts to finalize the committee's recommendations within the three (3) month period.

Section 3

All recommendations of the Evaluation Committee shall be subject to collective bargaining and ratification by the parties pursuant to M.G.L. c. 150E and M.G.L. c. 71, § 38. An evaluation tool and process that is negotiated and ratified by the parties shall be incorporated into this Agreement.

The Association recognizes the authority, discretion and responsibility of curriculum directors, principals and the Superintendent to discipline or reprimand a teacher. Any such action shall occur only in accordance with the provisions of Section 5 of this Article and only after the teacher has been notified in writing of the pendency of such action at least 24 hours in advance with a complete description of the proposed action and reasons therefore. Teacher shall be entitled to representation by the Association at any disciplinary action.

Section 4

No teacher will be disciplined, reprimanded, suspended, reduced in rank or compensation, deprived of any professional advantage or dismissed without just cause.

The Association agrees that in the event of a suspension or discharge of a teacher, compliance by the Committee with the various steps and provisions of the Grievance Procedure contained in this Agreement shall constitute full satisfaction of the provisions of the General Laws of the Commonwealth as they pertain to such action, particularly Chapter 71, Section 42, and said Association does hereby waive any and all rights at law and in equity to appeal on the sole basis of the Committee's non-compliance with said statute.

In consideration of the fact that this Agreement contains mutually agreed-upon provisions for final and binding arbitration regarding alleged unjust Committee action under this Section, the Association further agrees that full compliance with the Arbitration provisions of this Agreement by the Committee, with respect to the suspension or discharge of a teacher resulting in a final and binding decision under this Agreement shall fully exhaust the remedies of the Association in that regard.

Section 5

The Committee will, upon request, provide the Association with such relevant documents as will reasonably assist the Association in developing intelligent, accurate, current, informed and constructive programs on behalf of the teachers and their students.

The Committee, upon request, will provide the Association with reasonably relevant material as is necessary to enable the Association to fully protect the rights of its members, to interpret and police this Agreement. The written request will contain a list of the information requested, the document of evidence required, the form in which it is requested, and the issues to which the information relates. The Committee reserves the right to discuss the form and expense of supplying requested information to the Association.

Section 6

All administrators, directors and curriculum directors will survey the staff by June 1 of each academic year to obtain feedback and solicit input from teachers and staff. The areas of the survey will include but are not limited to: school climate, program effectiveness, curriculum innovation, professional development and other opportunities for school improvement. The feedback tool used will be determined by the administrators and will remain in their possession. Results will be shared with teaching staff annually through staff meetings and School Councils.

Section 7

Teachers will receive a flow chart at the beginning of every school year identifying administrative responsibility in the areas of curriculum writing and planning, budget development, building maintenance, student discipline, professional development, special education, scheduling and communication protocols.

Article XIV - Association Activity and Teacher Participation

Section 1

The President of the Association may take up to six (6) days paid leave to conduct Association business. The Association agrees to pay one half the cost of substitute teachers.

The President and two (2) designated Vice Presidents of the Association shall not be required to perform study hall, cafeteria, homeroom, recess, rest room or corridor duties or before or after school supervision of students.

Section 2

The Association is hereby granted, without cost, the privilege to use school buildings at reasonable times for Association meetings. The Association will notify the principal of the building to be used of the time and place of the meeting at least twenty (24) hours in advance.

Section 3

The Committee will supply one (1) bulletin board in the faculty room of each school building for the exclusive use of the Association.

Section 4

The Committee agrees that, consistent with the maintenance of proper balance and staffing of the school system, one (1) teacher with professional status designated by the Association upon written request by the Association given under normal circumstances on or before April 1st of the preceding school year, shall be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association activities on a state or national level. Upon the successful completion of such activities and at the conclusion of the leave granted, the participating teacher will be considered by the administration and the Committee as if he had been actively employed in the Swampscott School System during the time of the leave and he will be placed on the salary schedule at the level he would have achieved if he had not been absent during the period of the leave. The provisions of this Article shall apply only so long as the teacher granted the leave shall continue to engage in the activities for which he was granted the leave by the Committee. Should the teacher fail to continue to engage in such activity, in any way terminate his relationship with the Association, or be terminated by the Association, the Committee may, at the sole exercise of its discretion, refuse to apply the provisions of this section. The Association agrees that in such circumstances, the failure of the Committee to so exercise its discretion shall not be or become a grievance within the meaning of the Grievance Procedure of this Agreement.

Section 5

In order to facilitate the conduct of negotiations with the least possible expense to the town, the parties agree to normally conduct negotiations at reasonable times when the schools are not in session. If the Committee schedules negotiations at a time when school is in session, the representatives of the Association who are actually conducting the negotiations shall attend without loss of pay or benefits in order to permit their participation in such meetings.

Section 6

A copy of the official Agenda of Committee meetings and attached documents (under normal circumstances) will be supplied to the Association a reasonable time prior to said meetings. Official minutes of Committee meetings will be posted in each school and formal decisions reported in the school systems' internal publication.

Each year the Association will notify the Superintendent of the names and addresses of the officers, directors (building representatives), Negotiating, PR&R, and Professional Standards Committee members.

The Association will supply the Superintendent with a copy of the Agenda for general meetings of the Association. The Superintendent and/or the Committee shall be permitted access to and may copy minutes of the general meetings of the Association.

Article XV - Salaries

Section 1

The salary of each teacher in the Swampscott School System shall be determined pursuant to the following sections of this Article. Payments shall begin the second Friday of the school year and continue every second Friday thereafter for a total of 21 payments. Effective for the 2014-2015 school year, teachers may select to receive their compensation in either 21 or 26 equal payments. Teachers who wish to receive 26 payments in the 2014-2015 school year shall so notify the Superintendent, in writing, no later than May 15, 2014. In subsequent years, teachers who wish to change their method of payment from 21 to 26 payments, or vice versa, must so notify the Superintendent by May 15 for such change to become effective at the start of the following school year. For those choosing the 21 payments, the final payday will be no later than the last day teachers are in school. In the event of a split percentage salary schedule, it is understood that, for those who choose 21 pay checks, the first eleven pay checks are at the original rate and the next ten pay checks are at the second annual rate.

The parties further agree that during the respective effective dates these schedules are not open to any further negotiations or general adjustment; except only should the parties mutually agree to reopen any particular Special Assignment Classification in either schedule, then only that specific and individual classification may properly be the subject of further reopened negotiations. Such a reopener, however, shall not in any way alter, affect or modify the remaining (unreopened) classification adjustment. This Agreement in no way binds or commits either the Committee or the Association to agree to reopen. Likewise in the case of agreement to reopen, the Committee is in no way bound or committed to grant, or the Association to accept, any such offer and/or adjustment of the reopened special assignment pay.

Teachers receiving special assignment or athletic pay have the option of receiving such pay in a lump-sum payment at the conclusion of the special assignment or sport, or receiving it as part of their regular salary schedule payment. Such stipends may be split or shared at the request of the teacher/coach, and at the principal's discretion.

The Senior Class advisors shall be relieved of all extra classroom duties. The class advisor will work with the principal to arrive at a duty schedule that will not adversely affect the operation of the school as well as provide for maximum benefit for the advisor to use his/her time.

The Junior Class advisors may be relieved of her/his extra classroom duties on an as needed basis with permission of the high school principal.

If a secondary teacher (grades 5-12) agrees to teach an additional class above five per day (25 per week), the teacher will receive an additional .2 of his/her annual salary, exclusive of stipends and longevity. Whenever possible the number of .2 positions shall not equal a full time teaching assignment in a department.

Teachers working on grants, curriculum development, and special projects occurring outside the teacher's normal workday and approved solely by the Superintendent or his designee will be compensated at the rate of \$40.00 per hour.

The district will pay recertification fees, a maximum of \$100.00 per teacher. Teachers must present a copy of their new certificate and a receipt to be compensated.

See Salary Schedules in Appendix A:

2016-2017	Retroactive to the 1st work day of the school year – 1% increase
2017-2018	1 st work day - 1% increase
2018-2019	1 st work day - 1% increase

Section 2 Longevity

Longevity (For continuous service in the Swampscott Public Schools unless modified by Article XVII Section 12)

After 12 years	\$300 (N through M+15)
After 15 years	\$715
After 20 years	\$1265
After 25 years	\$1815

All in-service credits earned in Swampscott shall be eligible to advancement on the salary scale.

Teachers on the M+30 through M+75 scale will receive regular longevity (except for year 12 listed above). In addition, such teachers will have their salary increased by \$500.00 in each year of continued service after continuous service of eleven (11) years. Such payments shall be subject to a maximum limit of \$5,000.00 annually and shall be available only to those teachers employed by the Swampscott Public Schools on June 20, 2007. (See Appendix A for clarification)

Section 3

There shall be, and is hereby established, a Professional Standards Committee which shall consist of six (6) members all of which shall be voting members on all matters that come before the Professional Standards Committee for decision. Three (3) members shall be appointed by the Superintendent and three (3) members by the President of the Association. A voting chairman shall be elected by a majority vote of the Professional Standards Committee. In the event of a deadlocked vote on any matter before the Professional Standards Committee, the Superintendent shall break the deadlocked vote.

The terms of the members of the Professional Standards Committee shall be three (3) years on a staggered basis. Any member of said Committee may be replaced by either the Association or the Superintendent as regards their respective appointees except, however, that the replacement appointee shall serve only for the balance of the term of the member being replaced.

The jurisdiction of the Professional Standards Committee shall be limited to matters specifically provided in this Agreement and matters over which the said Committee's previous jurisdiction remains unaltered by this Agreement. The parties to this Agreement may, from time to time, by mutual agreement in writing extend or modify the jurisdiction, procedures, and practices of the Professional Standards Committee.

No more than six (6) years may elapse between the completion of the course and submission to the Profession Standards Committee for judgment and approval.

Section 4

All credits submitted after September 26, 2013, for purposes of advancement to the M+15, M+30, M+45, M+60, and M+75 columns on the salary schedule must be graduate level courses and must have been earned subsequent to the granting of a Master's degree.

All of the credits needed for advancement to a non-degree salary level (e.g., M+15, M+30, M+45, M+60, and M+75) from the immediately preceding salary level must be earned within a six year period, measured from the date of commencement of the first course to be used toward such non-degree salary level.

In order to progress to a higher salary level, a teacher is required to notify the Superintendent of Schools in writing of intention to do so by January 1 of the school year prior to the school year in

which such progression will take place. Progression will take place on either September 1 or February 1, provided the teacher submits to the Superintendent of Schools an official transcript(s) for the degree or course work at least one month prior to the date of progression. Progression on February 1 will be prorated for the remainder of the school year.

Section 5

The following are course requirements for teachers:

Credits may be from in-service courses which have been approved by the Superintendent, or from accredited institutions. An in-service course requires a minimum of ten (10) hours of class time and five (5) hours reflected by the submission of a report or class activity for one (1) in-service credit. In both cases the course must be relevant to the applicant's teaching assignments.

When requesting approval of credits, it will be incumbent upon the teacher to include, in the description of the course, information which will enable the Professional Standards Committee to determine that said course is related to the teaching assignment of the applicant. In both cases the course must be acceptable to the Professional Standards Committee in order to be applicable toward a step or preparational level increase.

It is the express intent of the parties to this Agreement to encourage and reward teachers who pursue and demonstrate professional growth beyond their regular teaching duties and progression on the salary schedule. Approval of such activities shall not, therefore, be considered automatic and routine.

Section 6

The Bachelor's degree plus fifteen (15) hours, Master's degree plus fifteen (15) hours, Master's degree plus thirty (30) hours, Master's degree plus forty five (45) hours, Master's degree plus sixty (60) hours, and Master's degree plus seventy-five five (75) hours have been written into the salary schedule for Swampscott teachers to provide teachers with immediate financial returns for additional study and to otherwise further raise the professional standards as they exist in the Swampscott School System in order to provide the children of Swampscott with the finest, most dedicated and best informed teachers possible on a continuing basis.

These non-degree programs must represent fifteen (15), thirty (30), forty-five (45), sixty (60) and seventy-five (75) hours respectively of successful graduate work or its equivalent which is acceptable to and has been approved by the Professional Standards Committee.

Section 7

Teachers may be reimbursed for one class every year, up to a limit of \$1,000 per teacher, with total reimbursement to all members of the Association limited to \$20,000 each year. Any reimbursement not paid because of the \$20,000 cap shall have priority over new requests for reimbursement in succeeding years. Action on teacher applications under this section, being solely within the discretion of the Superintendent and the Committee, shall not be subject to the Grievance Procedure or Joint PR&R Committee provisions contained herein.

Section 8

The Committee will pay reasonable expenses (including but not limited to) fees, meals, lodging or transportation at the mileage rate of town rate per mile in excess of fifty (50) miles plus tolls and parking fees, incurred by teachers who attend workshops, seminars, conferences, or other approved professional improvement sessions at the request and with the advance written approval of the Superintendent; provided, however, that such travel and other expenses have been provided for in the existing school department budget, provided further that the teacher is not compensated by some other sponsoring agency.

Teachers requesting reimbursement from the Committee under this section prior to payment will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought and the date and name of administrator granting approval for the expenses.

Section 9

At his or her sole discretion, the Superintendent shall fix the initial salary rate of each teacher on entering employment, giving consideration to previous experience and special skills; provided, however, that such salary rate shall not be less than the minimum established in this Article. Teachers who enter the Swampscott Public Schools at other than the beginning of the school year will move the following year on the step schedule at the discretion of the Superintendent. Teachers who are within the system may be granted individual additional step increases for merit, service, degree requirements, or for additional duties.

Section 10

Salary increases of any kind are not automatic. They are granted by the Superintendent, after lawful discussion and consideration of the Association's requests, only where there has been a continuation of high standards of teaching or a demonstrated improvement of efficiency in service. The Committee reserves the right subject to the provisions of this Agreement and after due notice, to withhold increments from a teacher doing unsatisfactory work.

Section 11

For purposes of this Agreement, except for temporary substitute teachers, whenever the Superintendent and/or the Committee is required to calculate the amount of pay due a member of the Bargaining Unit for services actually rendered for a period of time that is less than a full (i.e., partial) contract year, or to determine amounts teachers are to be docked or reduced in pay for disciplinary or other purposes under this Agreement; then the amount due or margin of pay reduction, as the case may be, shall be calculated by utilizing the base figure of 1/182nd of the teacher's annual salary for each day of actual employment or reduction. In the case of temporary substitute teachers, said amount, due and/or to be utilized for docking or for reduction in pay shall be determined by the daily wage rates specified in this Agreement.

Section 12 Nurses

Nurses shall be paid in accordance with the teacher salary schedule.

Section 13 Department Chairs, Content Leaders, and Curriculum Specialists

Department Chair positions have been established for grades 9-12 in the following five (5) subject areas: English, Mathematics, Social Studies, Science and World Language. Beginning at the start of the 2013-2014 school year, the Department Chairs will teach for eighty percent (80%) of their full-time schedules, and will be assigned to perform Department Chair duties for twenty (20%) of their full-time schedules.

These five (5) Department Chairs will hold or be working toward a director or supervisor license.

In addition to these five existing Department Chairs at the high school, the Fine, Performing and Practical Arts Department Chair and the Health and Wellness Department Chair will be established and will be assigned to teach full teaching loads and coordinate their department, K-12, in the district.

Department Chairs shall participate in curriculum mapping and budget planning, serve on the Curriculum Alignment Steering Committee and Instructional Leadership Team. The high school Department Chairs report to and are appointed by the building principal. K-12 Department Chairs report to and are appointed by the Superintendent or the Superintendent's designee. Appointments shall be made each year for a one (1) year period.

Article XVI – Insurance, Hospital Benefits, and Notification of Resignation or Retirement

Section 1

All Swampscott Public Employees have entered into an agreement with the Town of Swampscott to have their health insurance provided under the Group Insurance Commission (GIC) pursuant to M.G.L. c. 32B, § 19. That Public Employee Committee (PEC) Agreement is in full force and effect until June 30, 2015.

Section 2

Teachers intending to resign or retire shall notify the Superintendent, in writing, at least sixty (60) calendar days before said termination is to take effect.

It is the consensus of the parties to this Agreement that teachers should not resign without due notice to the Administration to allow it a reasonable time prior to the summer months for the hiring of a replacement.

In recognition of dedicated service to the children of Swampscott, any teacher employed prior to June 30, 1996 covered by this Agreement shall obtain an increase in compensation by following these established procedures:

Eligible teachers, who have been employed by the Swampscott School System prior to June 30, 1996 and have not opted to participate in the 403(B) program, will notify the Superintendent of Schools by November 1 of the year the employee intends to retire in order to receive the sick leave buy back incentive in the next fiscal year. If the employee wants to receive the sick leave buy back incentive in the year in which the employee will retire, a one year notice prior to the November 1 deadline must be given. The formula for the sick leave buy back incentive is as follows:
(20% of unused accumulated sick leave)/180 X (final years' salary)

In case of death while in service the same formula will pay a benefit to the employee's designated beneficiary or his estate.

The notice requirement of this section is intended for budget considerations and may be waived in the case where an unanticipated physical disability requires the retirement under the provisions of the Teacher's Retirement Act at a time earlier than originally contemplated.

In the event the individual has a prolonged illness during their last year, he or she may elect to withdraw from the participation in this program and revert to his or her pre-November status.

Section 3

Bargaining unit members hired after June 30, 1996, shall not be eligible for benefits under the sick leave buy back provisions of Article XVI, Section 2. The Committee and the Association agree to establish a fund for teachers hired after June 30, 1996, and current unit members who had previously elected this option. The fund will be a 403(b) plan administered by a committee chosen by the Association. The Committee agrees to make a matching contribution dollar for dollar up to \$400 in FY 2017, \$400 in FY 2018, and \$400 in FY 2019 for each bargaining unit member. Payments cannot be made retroactively. Upon termination or retirement, a unit member shall be eligible to receive funds consistent with the fund's rules and regulations. A committee made up of Association members will be formed to oversee the implementation of the plan. The District contributions will be made by the 20th pay period of each fiscal year to ensure that funds are correctly deposited before the end of the school year.

- For the 2014-2015 School year, the district contribution will be made by the 20th paycheck, even though the member may not have deposited the full \$400 into their 403B account by the 20th pay period.
- Beginning 2015-2016, teachers will have to have contributed \$400 to their 403B fund by the 20th paycheck to receive the \$400 district contribution.

Article XVII – Sick Leave, Military Leave, and Other Authorized Leave

Section 1

Full-time teachers who were employed as teachers in the Swampscott Public Schools during the 2013-14 school year, shall be entitled to fifteen (15) sick leave days each school year, so long as they remain continuously employed. Full-time teachers who begin employment as teachers in the Swampscott Public Schools for the 2014-15 school year or later, or who are re-hired after a termination in service, shall be entitled to twelve (12) sick leave days each school year. Part-time teachers shall receive sick leave on a pro-rated basis equivalent to their full-time equivalency ("FTE"). In the first school year of employment as a teacher in the Swampscott Public Schools, the teacher shall be entitled to one-tenth of their annual number of sick leave days for each full month of employment completed. In the second and succeeding school years of employment as a teacher in the Swampscott Public Schools, the teacher shall be entitled to their total annual number of sick leave days as of the first day of each school year. The Committee, in its sole discretion, may allow sick leave beyond the limits described herein.

Teachers who were employed as teachers in the Swampscott Public Schools during the 2013-2014 school year shall continue to accumulate unused sick days from year to year with no maximum. Teachers who begin employment in the 2014-15 school year or later, shall accumulate unused sick leave to a maximum of 182 days. Except on reinstatement after a specifically enumerated leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service

Section 2

In addition to personal illness or injury, initial or accumulated sick leave may be utilized for the following purposes, provided, however, such leaves result from individual teacher responsibility and said teachers will, upon request, supply proof of such responsibility.

- A. Emergency illness or injury in the family requiring a teacher to make arrangements for necessary medical and/or nursing care.
- B. A critical illness in the immediate family.
- C. Any other reason approved by the Superintendent.

Should a dispute as to the interpretation and application of this provision arise and if the matter cannot be adjusted by the teacher or the teacher's principal, it may be appealed directly to the Superintendent. If the matter is not satisfactorily adjusted informally by the Superintendent, then the matter may be referred to the Joint Professional Rights and Responsibilities Committee. If the Joint PR&R Committee cannot agree upon disposition or adjustment of the matter, then the original administrative decision shall prevail subject to the provisions of Article IV hereof. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained in this Agreement.

Section 3

A sick leave bank shall be established, upon the effective date of this Agreement, for the use of those members of the professional staff covered by this Agreement who wish to participate, and who have exhausted their own sick leave.

During the month of September, a staff member may join the bank by signing an authorization card, provided by the Association, donating one of his or her sick days to the bank. On October 1st, the Association will notify the Superintendent's office of the names of the staff members participating in the bank, so that one day of sick leave may be subtracted from their account and credited to the bank. The bank shall accumulate from year to year.

The sick bank shall be administered by a Sick Bank Committee consisting of three members appointed by the Association President. The Sick Bank Committee shall determine the time when it becomes necessary to replenish the bank by an assessment of an additional day of sick leave from participating members.

The Sick Bank Committee shall promulgate guidelines to determine the eligibility for use of the bank and the amount of leave to be granted. The initial grant of leave from the bank shall not exceed thirty days. Upon expiration of the thirty day entitlement, the period may be extended by the Sick Bank Committee for additional thirty day maximum periods.

The decision of the Sick Bank Committee with respect to eligibility shall be final and not subject to the grievance procedure.

Section 4

In addition to sick leave, teachers shall be entitled to the following temporary leaves of absence each school year with no loss of pay or benefits except, however, that unused leave days under this section shall not be cumulative from year to year. Leave, under the provisions of this section, shall be allowed for:

- A. Time reasonably necessary for such officers and/or members of the Association not to exceed two (2) individuals as may be designated by the Association to attend Massachusetts Teachers Association, National Education Association conferences and/or conventions or such other similar conferences and conventions as may be approved by the Superintendent.
- B. Time reasonably necessary for designated Association building representatives, Association officers, members of the Association Grievances Committee, for the presentation of grievances under this Agreement when such activity is scheduled to take place at a time during which such employees are normally required to be on duty. The Association agrees to the extent reasonably possible that the initial receipt and preliminary investigation of grievances will be conducted outside of regular school hours.
- C. Such times as may be reasonably necessary for any teacher's appearance in a legal proceeding directly connected with his employment in the Swampscott School System; or such other legal proceeding wherein attendance is required by law or direct mandate of any judicial or quasi-judicial body.
- D. Up to five (5) days at any one time in the event of death in the immediate family. The term "immediate family" refers to the teacher's spouse, child, father, mother, sister, brother, grandparents, domestic partner or any person living in the teacher's home. Absence of up to Three (3) days without loss of pay or benefits will be allowed an employee to attend the funeral of a mother-in-law, father-in-law, brother-in-law, sister-in-law, uncles, aunts, nieces, nephews, and cousins. ("Domestic partner" is defined as the person of the same or opposite sex with whom the person lives).
- E. Up to three (3) days leave (annually) for personal, legal, business, household or family matters which require absence during the school hours, provided, however, upon notification by way of the Personal Leave Form, for said personal leave the teacher shall state to the Superintendent that leave under this section is required by the individual responsibility of the teacher, it is not to be used to extend holidays or vacations, and is not for reasons for leave specified in other provisions of this Agreement. Except in cases of emergency, the Personal Leave Form shall be submitted at least 48 hours in advance of the day(s) of leave requested. Teachers who must be absent from school to observe religious holidays must utilize a personal day for the first day. Teachers who are absent to observe religious holidays for a second or third day shall be eligible for one additional day of leave under this subsection. Teachers needing the additional day of leave must request the religious days in writing to the Superintendent stating the religious obligations that must be met. Any unused personal days shall be added to the teacher's sick leave accumulation on the last day of the school year.

- F. One (1) day annually for the purpose of visiting other schools or attending meetings or conferences of an educational nature; provided, however, that absences have received prior approval of the principal or Superintendent.
- G. Any other reason approved by the Superintendent.

Section 5

A leave of absence without pay of up to two (2) years may be granted, consistent with the maintenance of proper balance and staffing of the school system, to a teacher with professional status who is in training or assigned a teaching position through the Peace Corps or serves as an exchange teacher or similar programs acceptable to the Professional Standards Committee provided, however, that such teacher remains a full-time participant in such position or program throughout the period of leave granted by the Superintendent. Reasonable notice of intent by a teacher to perform service shall be given the Superintendent in writing, in no event, later than April 1st of the school year preceding the teacher's participation in the program. The written notice shall specify the nature or basis of the program sponsors or financing arrangements, periods of areas of training and projected or anticipated teaching assignments and length of service.

It is the express agreement of the parties to this Agreement that teachers utilizing the professional privileges of this section shall be required to return to their teaching positions in the Swampscott School System at the completion of such a leave for a minimum period of at least one (1) school year. Upon return from such leave a teacher will be considered as if he were actively employed by the Committee during the period of the leave and will be placed on the salary schedule at the same level of pay as if he or she had not been absent.

Section 6

The Committee will comply with all state and federal laws with respect to military leaves of absence. Teachers returning from military leave will be reemployed in accordance with the provisions of the Selective Service Act of 1948, as amended by the Universal Military Training and Selective Service Act of 1951, the Armed Forces Reserve Act of 1952, and the Reserve Act of 1955, and as such act may be hereafter amended. Teachers will suffer no break in seniority because of absence due to military leave.

Section 7

Child rearing leave or adoption leave of up to one full year without pay or increment will be granted to a teacher. A teacher who becomes pregnant or intends to adopt shall notify the Superintendent in writing four months before the expected arrival of the child stating the anticipated date of commencement of the leave and the anticipated return date. A teacher on such leave is entitled to return to the same, or a similar position without loss of employment benefits for which she was eligible on the date that her leave commenced. The teacher granted such leave shall receive an increment for that year if more than ninety-one (91) days are worked in the school year.

Section 8

Except as specifically provided herein all benefits to which a teacher with professional status was entitled at the time an authorized leave of absence commenced, including but not limited to seniority, and unused sick leave shall be restored upon authorized return, and the teacher will be assigned to the same, or substantially equivalent position as the one held at the time the leave commenced.

Section 9

All requests for extensions or renewals of leaves will be filed in writing with the Superintendent a reasonable time before the leave is scheduled to expire. The Superintendent shall act within a reasonable time of receipt of the request and shall notify the teacher (in writing) of the decision, together with the reasons for such action.

Section 10

The privilege of sabbatical leave of up to one (1) year may be made available to a PTS teacher for advanced study, travel, and other acceptable areas of professional development upon recommendation of the Superintendent and the Professional Standards Committee. The granting of sabbatical leave shall be discretionary with the Committee and shall not be subject to the Grievance Procedure as defined in this Agreement. Upon formal approval by the Superintendent sabbatical leave will be granted subject to the following conditions:

- A. Before beginning a sabbatical leave a teacher shall agree in writing to return to active service in the Swampscott schools for a period of at least two (2) school years following the expiration of the sabbatical leave period. A teacher who does not fulfill this agreement shall repay to the town the amount of salary received during the sabbatical leave, provided, however, that the teacher shall be released from such payment if the teacher's failure to serve the two (2) years post sabbatical service is due to the teacher's illness, disability, death, or discharge by the Superintendent.
- B. Not more than two (2) PTS members of the teaching staff shall be allowed sabbatical leave at any one period. If there are more than two applicants for sabbatical leave for the same period, the Superintendent will have the final decision in choice of the candidates.
- C. The form requesting sabbatical leave (available from the Superintendent's office) must be received no later than January 31 and all action on sabbatical leave requested will be completed no later than March 31 of the school year preceding the year in which the sabbatical leave is to be taken. The form will be submitted by the applicant in duplicate: one copy to the Superintendent and one copy to the PSC. The form must be completed in its entirety, including comments and recommendations of the applicant's principal.
- D. At a mutually convenient time, the applicant will meet with the Superintendent and the PSC for the purpose of detailing plans for the sabbatical year. After such interview, the PSC will submit its recommendation in writing to the Superintendent. Copies of the PSC's recommendation will be sent to the Chairman of the Committee, the applicant, and the applicant's principal. The Superintendent will submit his or her recommendation, in writing, to the Chairman of the Committee, the PSC, and the applicant.
- E. To be eligible for sabbatical leave teachers must have completed at least seven (7) consecutive full years of service in the Swampscott School System. No teacher may reapply for a second sabbatical leave unless he or she has completed seven (7) consecutive school years since his or her last sabbatical leave.
- F. Teachers on sabbatical leave will be paid at three-fifths (60%) their regular salary at the time their applications for leave are approved, provided, however, that that amount when added to any scholarship, grant, or aid shall not exceed the regular salary rate. In the event that the scholarship, grant or aid when combined with three-fifths (60%) of the teacher's regular salary exceeds the regular salary, then the salary paid to the teacher by the Committee during such leave shall be reduced to an amount that equals the teacher's regular salary.
- G. Teachers returning from sabbatical leave will be placed on the step of the salary schedule which they would have achieved had they remained actively employed in the system and had successfully completed all interim educational requirements during the period of their leave.

Section 11

Any teacher who has been called for jury duty in a jurisdiction in which he or she is not exempt from duty will be granted a leave of absence and will be paid the difference in salary for the duration of the assignment.

Section 12

In order to receive longevity listed in Article XV Section 2, bargaining unit members will only count continuous service in the Swampscott Public Schools toward the years required for such longevity whether regular or compound maximum. Members who take an approved non-paid leave of absence of not more than two years will recoup their previous service in the Swampscott Public Schools toward longevity by remaining within the system for at least five additional continuous years.

Article XVIII – Seniority

Each teacher in the bargaining unit shall have and accumulate seniority on the basis of the total length of continuous service as a teacher and/or administrator in the Swampscott School System. Beginning September 1, 1985, part-time employees of the Swampscott School System shall accumulate seniority on the basis of the percent of a full-time position worked. For example a halftime teacher working a full school year will earn one-half year in seniority. Teachers shall lose their seniority for the following reasons:

- A. Resignation or other form of voluntary severance.
- B. Discharge for cause.
- C. Retirement.
- D. Sustained absence from normal duties for a period of 90 days without filing application for a leave of absence, sick or maternity leave or other request for authorization of absence with the Committee.

If there have been two (2) separate and broken periods of employment in the Swampscott School System for any of the reasons listed above in this subparagraph, then only the latest and continuous period of employment will be considered in determining seniority.

Article XIX - Provisions Related to Nurses

Nurses shall be paid in accordance with the teacher salary schedule.

- 1. Automobile Insurance Policy - For each nurse the Committee agrees to pay the difference in cost between a \$15,000-\$30,000 bodily injury liability insurance policy on a pleasure vehicle and a \$100,000-\$300,000 bodily injury liability insurance policy on a vehicle used for business.
- 2. SCHOOL NURSE EVALUATION
 - a. The school nurse will be evaluated at least every other year.
 - b. The two evaluators for the school nurse will be the principal and the Lead Nurse.
 - c. The evaluating administrators and the school nurse should meet in goal-setting conference by October 15, utilizing the Needs Assessment Form. At this time the needs of the schools or programs assigned to the school nurse should be reviewed as well as the goals that the nurse has set for the upcoming year. Consideration should be given to circumstances of assignment, including pupil ratio, students requiring specialized health care, mandated programs, health instruction, and school-community values.
 - d. Evaluation should be in process by November 1 and completed by May 1. The process should be initiated by the evaluator.

- e. Because of the specialized nature of school nursing, the evaluation is considered to be ongoing. A mid-term conference shall be held by December 31, in order to discuss the progress of the evaluation process.
 - f. Should the evaluation feel that there are areas of concern, based on the PRINCIPLES OF EFFECTIVE SCHOOL NURSING PRACTICE, recommendations can be made at this time. If necessary, a PROFESSIONAL GROWTH PLAN may be established. Monthly conferences shall be held for assessment of the progress made by the school nurse to address the needs expressed in the PROFESSIONAL GROWTH PLAN.
3. The Committee will provide professional liability insurance coverage and will be based on the following limits of liability: \$100,000 - \$300,000.
4. All Articles and sections of this Agreement will apply to the nurses except exclusions and modifications of the following:
- a. Article IX, Section 9, Add: Nurses will be expected to drive injured pupils or staff to a hospital or home. The Committee will provide an Automobile Liability Insurance Policy and Professional Liability Insurance related to the requirement stated above.
 - b. Article XI: Exclude all sections. Add: A substitute nurse will be provided for an absent nurse.
 - c. Article XV: Exclude this entire article.
 - d. Article XVII: Exclude sections 5 and 10.
 - e. Preamble: Applies.
 - f. Article I, Section 1: (Recognition): Applies.
 - g. Article I, Section 2 (Unit Description): Applies with the change that nurses are added to the "inclusion" and are removed from the "exclusion."
 - h. Article II (No Discrimination): Applies.
 - i. Article III (Dues Deduction): Applies.
 - j. Article IV (Joint PR&R Committee): Applies.
 - k. Article V (Rights of the Committee): Applies.
 - l. Article VI (Grievances): Applies.
 - m. Article VII (Arbitration) Applies.
 - n. Article VIII (No Strike Clause, etc.): Applies
 - o. Article IX (Teachers' Duties): Applies.
Section 3 of Article IX is agreed to cover the extra time work provision contained in clause #10 of the nurses' old contract.
 - p. Article X (Transfer & Vacancies): Applies.
 - q. Article XI (Teacher Assignment): Does not apply. Include wording in nurses' contract (addendum to teachers' contract) the same as 1st sentence from clause

#5 of nurses' old contract. Do not include 2nd sentence (pay rate for substitute nurse = \$50 per day). It is understood that pay rate for a substitute nurse will be determined by the Superintendent. \$50 per day will be considered to be the minimum pay rate.

- r. Article XII (Teacher Protection): Applies.
- s. Article XIII (Teacher Evaluation, Discipline, Suspension and Discharge): Applies. (This is tentative and subject to review by the Superintendent and his opinion.)
- t. Article XIV (Association Activity and Teacher Participation): Applies.
- u. Article XV (Course Reimbursement, Section 7): Applies.
- v. Article XV (Salaries and Appendix): Applies
- w. Article XVI (Insurance, Hospital Benefits and Notification of Resignation or Retirement): Applies - Massachusetts Retirement System applies to nurses.
- x. Article XVII (Sick Leave, Military Leave and Other Authorized Leave): Sections 1,2,3,4,6,7,8,9,11, apply. Sections 5 and 10 do not apply.
- y. Article XVIII (Seniority): Applies.
- z. Article XIX (Separability and Savings): Applies.
- aa. Article XX (Duration of Agreement): Applies.

Article XX Separability and Savings

Section 1

If any Article or Section of this Agreement or any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with, which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of invalidity or restraint.

Section 2

The parties agree to carry out the commitments contained herein and to give them full force and effect consistent with law. The parties also agree and hereby affirm that the Committee can in no way avoid the future implementation or effectuation into policy of mandatory directives passed by the Legislature or issued by said superior governmental authority and therefore recognize that such areas are not the proper subjects for either mandatory or permissive collective bargaining.

Insofar as the Agreement specifically defines the rights, reservations prerogatives, obligations and responsibilities of the parties, the Committee agrees that the Association may consider as physically amended, the Administrative Regulations, Policy Statements, and Manuals of the School Administration and the Committee, and that it will take or recommend such other action as may be reasonably necessary in order to give full force and effect to the provisions of this Agreement.

It is specifically understood by the Association that any policy of the Committee, written or unwritten, if not modified, abridged, or amended by this Agreement, remains and continues in full force and effect.

Article XXI – Non-Resident Teachers’ Children

Effective for the 2014-2015 school year, non-resident teachers may be eligible to enroll their children in the Swampscott Public Schools subject to the following conditions:

- A. Each year, the Superintendent of Schools will determine the number of available slots in each grade level for placement of children of non-resident teachers.
- B. If there are more potential students than available slots in a particular grade level, as determined pursuant to paragraph #1, then students will be given the opportunity to enroll based on the seniority of the teacher/parent. In the event of a tie in seniority, a lottery will be used.
- C. A student enrolled pursuant to the provisions of this section will no longer be eligible to attend Swampscott Public Schools when his or her parent is no longer employed by the District, with the exception that a student who has finished eleventh grade before the teacher/parent’s employment by the District ends shall be permitted to remain enrolled, subject to all other student eligibility requirements.
- D. The determination of available space in a grade level pursuant to paragraph 1 above will be in the sole discretion of the Superintendent of Schools and will not be subject to the grievance and arbitration process.

Article XXII – Duration of Agreement

This Agreement shall take effect as of ratification by both parties and shall continue in full force and effect through August 31, 2019. No later than January 15, 2019, the parties will enter into negotiation for a new contract to become effective September 1, 2019.

Article XXIII – Health and Safety Advisory Committee (HSAC)

Health and Safety Advisory Committee

- A. The committee will be made up of one (1) SEA representative from each building and up to five (5) appointees by the Superintendent.
- B. The HSAC will meet at least bi-monthly after school and rotate the location of the meeting to different school buildings each month.
- C. The goal of the committee will be to review health and safety issues and concerns.
- D. The recommendations of the HSAC will be available to all.

Article XXIV – Teachers’ Early Retirement Program : 2016-2017 School Year

The SEA and the SSC agree this program is only implemented upon confirmation of at least six (6) teachers giving notice by April 13, 2017, of intent to retire under this program.

Eligibility:

Teachers may apply for inclusion in the program if they:

- A. Have at least twelve (12) years of service in the District;
- B. Agree to retire from the Massachusetts Teachers Retirement System (MTRS) no later than August 26, 2017;
- C. Give notice to the Superintendent for the incentive by April 13, 2017; and

- D. Confirm that they will not seek future unemployment benefits arising from past employment by this district.

Incentive:

A teacher participating in the program shall:

- A. Receive a single payment of \$15,000 to be regarded as compensation and therefore taxable. The payment will not be regarded by the MTRS as regular compensation for the purpose of calculating retirement benefits;
- B. Receive any end of year longevity payment which they have earned; and
- C. Receive the payment on or before either August 31, 2017, or January 1, 2018; the date of the payment is at the discretion of the School District.

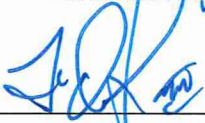
In WITNESS WHEREOF, the parties have caused this agreement to be executed by their agents as of ratification by the parties on or before September 1, 2016, hereunto duly authorized and their seals to be affixed hereto, this ____ day of August, 2017.

SWAMPSCOTT SCHOOL COMMITTEE

by



Carin Marshall, Chairperson

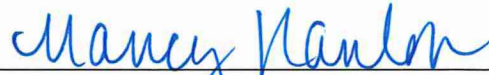


Ted Delano, Vice Chairperson

12-6-17

SWAMPSCOTT EDUCATION ASSOCIATION

by



Nancy Hanlon, President



Michael Citino, Vice President – Bargaining

APPENDIX A

SWAMPSCOTT PUBLIC SCHOOLS

ANNUAL SALARIES 2016-2019

Swampscott Education Association - Salary Schedule

1% retroactive to 1st day 2016-2017

Step	Bach	B+15	M	M+15	M+30	M+45	M+60	M+75
1	\$44,701	\$46,716	\$48,623	\$50,227	\$51,725	\$54,514	\$57,145	\$58,551
	\$47,283	\$49,439	\$51,315	\$52,926	\$54,339	\$57,144	\$59,772	\$61,178
3	\$49,865	\$52,175	\$54,003	\$55,623	\$56,948	\$59,767	\$62,397	\$63,804
4	\$52,361	\$54,911	\$56,612	\$58,234	\$59,556	\$62,620	\$65,249	\$66,656
5	\$54,742	\$57,567	\$59,106	\$60,743	\$62,170	\$65,022	\$67,651	\$69,059
6	\$57,404	\$60,109	\$61,798	\$63,435	\$64,779	\$67,688	\$70,318	\$71,724
7	\$60,769	\$62,845	\$64,485	\$66,134	\$67,389	\$70,272	\$72,902	\$74,307
8	\$0	\$65,754	\$67,175	\$68,828	\$70,004	\$72,897	\$75,528	\$76,935
9	\$0	\$69,869	\$70,855	\$71,530	\$72,616	\$75,531	\$78,160	\$79,568
10	\$0	\$0	\$72,719	\$74,394	\$75,225	\$78,156	\$80,786	\$82,192
11	\$0	\$0	\$77,189	\$78,957	\$79,572	\$80,779	\$83,408	\$84,815
12	\$0	\$0	\$0	\$0	\$82,076	\$85,191	\$87,825	\$89,228

1% on first day 2017-2018

Step	Bach	B+15	M	M+15	M+30	M+45	M+60	M+75
1	\$45,148	\$47,184	\$49,109	\$50,730	\$52,243	\$55,059	\$57,716	\$59,136
2	\$47,756	\$49,933	\$51,828	\$53,455	\$54,882	\$57,715	\$60,370	\$61,790
3	\$50,364	\$52,696	\$54,543	\$56,179	\$57,518	\$60,365	\$63,021	\$64,442
4	\$52,884	\$55,460	\$57,178	\$58,816	\$60,152	\$63,247	\$65,901	\$67,322
5	\$55,289	\$58,143	\$59,697	\$61,350	\$62,792	\$65,672	\$68,327	\$69,749
6	\$57,978	\$60,710	\$62,416	\$64,069	\$65,427	\$68,365	\$71,021	\$72,441
7	\$61,376	\$63,473	\$65,130	\$66,796	\$68,062	\$70,975	\$73,631	\$75,050
8	\$0	\$66,412	\$67,846	\$69,516	\$70,704	\$73,626	\$76,283	\$77,704
9	\$0	\$70,568	\$71,564	\$72,246	\$73,342	\$76,287	\$78,941	\$80,363
10	\$0	\$0	\$73,446	\$75,138	\$75,977	\$78,937	\$81,594	\$83,014
11	\$0	\$0	\$77,961	\$79,747	\$80,368	\$81,587	\$84,243	\$85,663
12	\$0	\$0	\$0	\$0	\$82,897	\$86,043	\$88,704	\$90,120

1.5% on first day 2018-2019

Step	Bach	B+15	M	M+15	M+30	M+45	M+60	M+75
1	\$45,826	\$47,891	\$49,846	\$51,491	\$53,026	\$55,885	\$58,582	\$60,023
2	\$48,472	\$50,682	\$52,605	\$54,257	\$55,706	\$58,581	\$61,276	\$62,717
3	\$51,119	\$53,487	\$55,361	\$57,022	\$58,381	\$61,270	\$63,966	\$65,408
4	\$53,677	\$56,292	\$58,036	\$59,698	\$61,054	\$64,195	\$66,890	\$68,332
5	\$56,119	\$59,015	\$60,593	\$62,271	\$63,734	\$66,657	\$69,352	\$70,795
6	\$58,848	\$61,621	\$63,352	\$65,030	\$66,408	\$69,391	\$72,087	\$73,528
7	\$62,297	\$64,425	\$66,107	\$67,798	\$69,083	\$72,039	\$74,735	\$76,176
8	\$0	\$67,408	\$68,864	\$70,559	\$71,765	\$74,731	\$77,428	\$78,870
9	\$0	\$71,626	\$72,637	\$73,329	\$74,442	\$77,431	\$80,126	\$81,569
10	\$0	\$0	\$74,548	\$76,265	\$77,117	\$80,121	\$82,818	\$84,259
11	\$0	\$0	\$79,131	\$80,943	\$81,573	\$82,810	\$85,506	\$86,948
12	\$0	\$0	\$0	\$0	\$84,140	\$87,334	\$90,034	\$91,472

LONGEVITY
YEARS AMOUNT

12	\$300
15	\$715
20	\$1,265
25	\$1,815

Employees are eligible for "compound longevity" under Article XV section 2 if they meet all of the following three requirements;

- 1) They have completed working for eleven or more consecutive years in the Swampscott Public Schools
- 2) They have attained M+30 or a higher number of credits
- 3) They were hired before June 21, 2007

During the first year in which an employee becomes eligible, he will receive a compound longevity payment of \$500.00. During the second year, he will receive a compound longevity payment of \$1000.00. During the third year, he will receive a compound longevity payment of \$1500.00. This formula will continue through his tenth year, when he will receive a compound longevity payment of \$5000.00. He will continue to receive an annual compound longevity payment of \$5000.00 per year for the duration of his employment by Swampscott Public Schools.

COMPOUND LONGEVITY TABLE

YEAR OF ELIGIBILITY FOLLOWED BY COMPOUND LONGEVITY PAID TO EMPLOYEE THAT YEAR

1	- \$500
2	- \$1000
3	- \$1500
4	- \$2000
5	- \$2500
6	- \$3000
7	- \$3500
8	- \$4000
9	- \$4500
10	- \$5000
11	- \$5000
12	- \$5000
13	- \$5000
14	- \$5000
15	- \$5000
16	- \$5000
17	- \$5000
18	- \$5000
19	- \$5000
20	- \$5000

Compound longevity cannot begin until year 12. Upon fulfilling the above requirements, compound longevity continues at \$5000 per year until retirement or resignation.

LONGEVITY
YEARS AMOUNT

12	\$300
15	\$715
20	\$1,265
25	\$1,815

Compound longevity as described above and in Article XV Section 2.

APPENDIX B

ANNUAL STIPENDS				
CURRICULUM & TEAM LEADERS	LOC	2016-17 1%	2017-18 1%	2018-19 1.50%
Department Chairs				
English (1)	HS	\$8,104	\$8,104	\$8,104
Mathematics (1)	HS	\$8,104	\$8,104	\$8,104
Science (1)	HS	\$8,104	\$8,104	\$8,104
Social Studies (1)	HS	\$8,104	\$8,104	\$8,104
World Language (1)	HS	\$8,104	\$8,104	\$8,104
Fine Arts (1)	K-12	\$8,104	\$8,104	\$8,104
Health/Wellness (1)	K-12	\$8,104	\$8,104	\$8,104
Curriculum Specialists				
Guidance (1)	HS	\$8,104	\$8,104	\$8,104
Special Education (1)	HS	\$5,959	\$5,959	\$5,959
Career Tech (1)	HS	\$5,959	\$5,959	\$5,959
English (1)	MS	\$5,959	\$5,959	\$5,959
Mathematics (1)	MS	\$5,959	\$5,959	\$5,959
Science (1)	MS	\$5,959	\$5,959	\$5,959
Social Studies (1)	MS	\$5,959	\$5,959	\$5,959
World Language (1)	MS	\$5,959	\$5,959	\$5,959
Elementary (4)	Elem.	\$4,628	\$4,628	\$4,628
Tech Support Coordinator (3)	District	\$4,628	\$4,628	\$4,628
SPEC ED Team Chairs				
Elementary (1)	Elem.	\$5,960	\$5,960	\$5,960
Secondary (1)	MS	\$5,960	\$5,960	\$5,960
Secondary (1)	HS	\$5,960	\$5,960	\$5,960
MS Team Leaders				
Specials (1)	MS	\$3,122	\$3,122	\$3,122
5 th Grade (2)	MS	\$3,122	\$3,122	\$3,122
6 th Grade (2)	MS	\$3,122	\$3,122	\$3,122
7 th Grade (2)	MS	\$3,122	\$3,122	\$3,122
8 th Grade (2)	MS	\$3,122	\$3,122	\$3,122
Nursing				
Lead Nurse (1)	District	\$3,793	\$3,793	\$3,793
Mentors				
Mentor Coordinator (1)	District	\$2,602	\$2,602	\$2,602
Mentor (of one person)	District	\$1,040	\$1,040	\$1,040
Mentor (of two people)	District	\$1,560	\$1,560	\$1,560
Summer School				
Summer Sch. Director (1)	District	\$3,973	\$3,973	\$3,973

ANNUAL STIPENDS (continued)				
ADVISORS	LOC	2016-17 1%	2017-18 1%	2018-19 1.50%
Class Advisors				
12 th Grade (Senior Class) (1)	HS	\$3,575	\$3,575	\$3,575
11 th Grade (Junior Class) (1)	HS	\$1,907	\$1,907	\$1,907
10 th Grade (1)	HS	\$1,192	\$1,192	\$1,192
9 th Grade (1)	HS	\$1,192	\$1,192	\$1,192
Student Advisors				
Band Director (1)	HS	\$2,557	\$2,557	\$2,557
Best Buddies (1)	HS	\$1,796	\$1,796	\$1,796
Drill Master (1)	HS	\$2,831	\$2,831	\$2,831
Driver Education Director (1)	HS	\$1,278	\$1,278	\$1,278
Gay-Straight Alliance (1)	HS	\$1,192	\$1,192	\$1,192
Jr.National Honor Society (1)	MS	\$1,560	\$1,560	\$1,560
National Honor Society (1)	HS	\$2,217	\$2,217	\$2,217
Student Council Advisor (1)	HS	\$2,961	\$2,961	\$2,961
Yearbook Advisor (1)	HS	\$3,137	\$3,137	\$3,137
STUDENT ACTIVITIES				
High School Activities				
Blue Print (1)	HS	\$1,796	\$1,796	\$1,796
Cable Club (1)	HS	\$2,961	\$2,961	\$2,961
Chess (1)	HS	\$951	\$951	\$951
Dance Team (1)	HS	\$1,413	\$1,413	\$1,413
Dramatics - High School (1)	HS	\$3,575	\$3,575	\$3,575
Interact Club & Community Service (combined) (1)	HS	\$2,081	\$2,081	\$2,081
International Relations Club (1)	HS	\$2,217	\$2,217	\$2,217
Math Team Coach (1)	HS	\$1,852	\$1,852	\$1,852
Mock Trial Team Leader (1)	HS	\$1,796	\$1,796	\$1,796
Peer Mentors, Peer Leader, & ADL (combined) (1)	HS	\$4,943	\$4,943	\$4,943
Physics Club (1)	HS	\$929	\$929	\$929
Political Action Club (1)	HS	\$2,217	\$2,217	\$2,217
Reflections (1)	HS	\$849	\$849	\$849
Robotics Club (1)	HS	\$3,489	\$3,489	\$3,489
Science Team (1)	HS	\$1,870	\$1,870	\$1,870
Middle School Activities				
Chorale (1)	MS	\$1,264	\$1,264	\$1,264
Dramatics - Middle School (1 per show; 2 per year)	MS	\$1,304	\$1,304	\$1,304
Math Team Coach (1)	MS	\$1,528	\$1,528	\$1,528
Mock Trial Team Leader (1)	MS	\$1,796	\$1,796	\$1,796
Quiz Bowl (1)	MS	\$948	\$948	\$948
Student Council Advisor - 8th Grade (1)	MS	\$849	\$849	\$849
Toys for Local Children (1)	MS	\$1,796	\$1,796	\$1,796
Yearbook Advisor (1)	MS	\$1,511	\$1,511	\$1,511

APPENDIX C

COACHES SALARIES SCHEDULE (B)						
FY17 - FY19						
Time in Swampscott		STEP 1	STEP 2	STEP 3	STEP 4	
		Years 1-3	Years 4-6	Years 7-9	Year 10+	
Baseball						
	Head	4,729	4,978	5,425	5,912	
	JV	2,660	2,801	3,051	3,326	
	Fresh	2,289	2,409	2,530	2,658	
Basketball (B)						
	Head	4,729	4,978	5,425	5,912	
	JV	2,660	2,801	3,051	3,326	
	Fresh	2,289	2,409	2,530	2,658	
Basketball (G)						
	Head	4,729	4,978	5,425	5,912	
	JV	2,660	2,801	3,051	3,326	
	Fresh	2,289	2,409	2,530	2,658	
Swimming						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
Lacrosse (B)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
	Assistant	2,363	2,488	2,612	2,743	
Lacrosse (G)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
Cheerleaders (Football)						
	Head	1,751	1,819	1,884	1,955	
	Assistant	816	850	883	919	
Cheerleaders (Hockey)						
	Head	1,751	1,819	1,884	1,955	
	Assistant	816	850	883	919	
Cheerleaders (Basketball)						
	Head	1,751	1,819	1,884	1,955	
	Assistant	816	850	883	919	
Tennis						
	Head (B)	3,375	3,500	3,725	4,000	
	Head (G)	3,375	3,500	3,725	4,000	
Cross Country						
	Head	3,375	3,500	3,725	4,000	
	Assistant	1,404	1,478	1,550	1,628	
	Assistant	1,404	1,478	1,550	1,628	
Track Spring (B)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
Track Spring (G)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
Track Winter (B)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	
Track Winter (G)						
	Head	4,433	4,666	5,087	5,543	
	Assistant	2,363	2,488	2,612	2,743	

COACHES SALARIES SCHEDULE (B) (continued)
FY17 - FY19

Time in Swampscott		STEP 1 Years 1-3	STEP 2 Years 4-6	STEP 3 Years 7-9	STEP 4 Year 10+
Field Hockey					
	Head	4,433	4,666	5,087	5,543
	JV	2,363	2,488	2,711	2,955
Strength & Conditioning					
	Fall	2,500	3,000	3,500	3,500
	Winter	2,500	3,000	3,500	3,500
	Spring	2,500	3,000	3,500	3,500
Football					
	Head	9,101	9,581	10,060	10,561
	Assistant	3,990	4,199	4,577	4,989
	Assistant	3,990	4,199	4,577	4,989
	JV (1)	3,104	3,268	3,561	3,880
	JV (2)	3,104	3,268	3,561	3,880
	Fresh	2,808	2,955	3,104	3,258
Golf					
	Head	3,375	3,500	3,725	4,000
	JV	1,252	1,309	1,425	1,525
Hockey					
	Head	4,729	4,978	5,425	5,912
	JV	2,660	2,801	2,941	3,087
	Fresh	2,289	2,409	2,530	2,658
Girls Flag Football					
	Head	813	854	931	1,016
Soccer (B)					
	Head	4,433	4,666	5,087	5,543
	JV	2,363	2,488	2,711	2,955
Soccer (G)					
	Head	4,433	4,666	5,087	5,543
	JV	2,363	2,488	2,711	2,955
Volleyball					
	Head	4,433	4,666	5,087	5,543
	JV	2,363	2,488	2,711	2,955
	Fresh	1,500	1,575	1,654	1,736
Softball					
	Head	4,729	4,978	5,425	5,912
	JV	2,660	2,801	2,941	3,087
	Fresh	2,289	2,409	2,530	2,658
Sailing					
	Head	3,375	3,500	3,725	4,000
	Assistant	1,404	1,478	1,550	1,628

Middle School	Years 1-3	Years 4-6	Years 7-9	Year 10+
Basketball (B)	1,478	1,555	1,632	1,713
Basketball (G)	1,478	1,555	1,632	1,713
Field Hockey	1,478	1,555	1,632	1,713
Ice Hockey	1,478	1,555	1,632	1,713
Cross Country Head	1,478	1,555	1,632	1,713
Cross Country Assistant	813	855	898	942
Softball	1,478	1,555	1,632	1,713
Track (B)	1,478	1,555	1,632	1,713
Track (G)	1,478	1,555	1,632	1,713

APPENDIX D

SWAMPSCOTT PUBLIC SCHOOLS

SWAMPSCOTT EDUCATOR EVALUATION

1. Purpose of Educator Evaluation

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

The regulatory purposes of evaluation are:

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

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

- a. Non-PTS and PTS teachers must submit their evidence in the agreed upon format (binder, electronically) by dates specified.
- b. The present rubric may be reviewed and revised every three (3) years by the SEA and administrators. Elements may be altered subject to collective bargaining.
- c. PTS educators are suggested, but not required, to have two (2) year goals with their school, team, grade level colleagues, or specialists. The Non-PTS educators' one (1) year goal may be a part of larger teams' two-year goals.
- d. The evaluator shall observe the educator no less than five (5) minutes and up to twenty (20) minutes, and longer upon invitation by the teacher.
- e. The Non-PTS educator shall have not more than four (4) unannounced observations per year, but no less than two (2) unannounced observations per year. There shall be no more than two (2) unannounced observations per term.
- f. For the NON-PTS Formative (Mid-Year) Assessment, Non-PTS teachers will have gathered one (1) piece of evidence demonstrating progress towards:

- Student Learning Goal
- Professional Practice Goal

The evidence is to be shared with the evaluator by Jan 5th via binder or electronically. Non-PTS teachers are not required to provide a written explanation of the evidence for the Formative Assessment. A conversation with the evaluator is recommended. Non-PTS teachers should consult with their mentor(s) about the goals.

- g. At least two weeks before the due date for the Formative Evaluation (May 1st), PTS educators who are in their Formative Year will have gathered one (1) piece of evidence in each of the goals and indicators:

- Student Learning Goal
- Professional Practice Goal
- Subject Matter Knowledge
- Well Structured Lessons
- Variety of Assessment Methods
- Sharing Conclusions with Students
- Student Engagement
- Collaborative Learning Environment
- High Expectations

- Two-Way Communication
- Professional Collaboration

This evidence will be shared with the evaluator via binder or electronically. A piece of evidence may be appropriate for more than one (1) indicator. PTS teachers are not required to provide a written explanation of the evidence for Formative Evaluation. A conversation with the evaluator is optional and must be initiated by the educator. The meeting must occur within five (5) days when requested by the educator.

- h. The Formative Evaluation should include both the check-off portion of the agreed upon form, as well as an overall narrative. The evaluator should use the formative evidence provided by the educator when developing the narrative.
- i. The evaluator will complete and deliver the mid-cycle Formative Assessment Report on the Friday before February vacation for Non-PTS educators on one (1) year educator plans.
- j. For the Summative Evaluation, no later than May 1st, the educator will provide the evaluator a total of two (2) pieces of evidence from each goal and indicator that have been collectively agreed upon:
 - Student Learning Goal
 - Professional Practice Goal
 - Subject Matter Knowledge
 - Well Structured Lessons
 - Variety of Assessment Methods
 - Sharing Conclusions with Students
 - Student Engagement
 - Collaborative Learning Environment
 - High Expectations
 - Two-Way Communication
 - Professional Collaboration

This evidence will be shared with the evaluator via binder or electronically. A piece of evidence may be appropriate for more than one (1) indicator. PTS and Non-PTS Educators are not required to provide a written explanation of the evidence for the Summative Evaluation. A conversation with the evaluator is optional and must be initiated by the educator. The meeting must occur within five (5) days when requested by the educator. Non-PTS Educator should consult with their mentor(s) about the indicators.

- k. The evaluation cycle concludes with a Summative Evaluation for an educator on a one (1) or two (2) year Educator plan. For those educators deemed proficient or exemplary, the Summative Evaluation must be written and provided to the educator by June 1st. An educator whose ratings are lower than proficient in one or more areas will have a due date of May 15th for his/her Summative Evaluation.
- l. Possible examples of evidence include the following, but are not limited to what is listed below.
- m. If an educator's rating for that year demonstrates a change in any performance rating, the educator must be notified by January 1st of that school year. If the change in performance ratings occurs after January 1st, the Educator must be notified immediately.
- n. An educator rated proficient or exemplary may request a meeting with the evaluator to discuss the summative evaluation by June 10th.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

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

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

District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, 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. These measures shall be locally bargained by the parties.

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

Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

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

Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

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

Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

Improvement Plan shall mean a plan developed by the educator and the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 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

DESE: The Massachusetts Department of Elementary and Secondary Education.

Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

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

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 evaluator will be.

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

Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

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

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

Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards/indicators, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

Goal Proposal: Educators analyze student data, reflect on their performance and propose a minimum of one student learning goal and one professional practice goal individually and/or in teams.

Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards. Measurable does not necessarily mean only numbers, can be qualitative.

Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments (DDM's – to be determined, MCAS, District/School Levels).

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 no less than five (5) minutes in duration and up to twenty (20) minutes, and longer upon invitation of the Educator by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, no videotaping or audio taping shall be permitted. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

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

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

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation.

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

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

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

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

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

Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

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

- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1st. The self-assessment is for one's own use to help determine one's goals.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating.

(To be determined following the outcome and recommendations of the DDM committee.) To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

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.

Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

Trends in student learning: At least three years of data from the locally bargained DDM's and state assessments.

3. Evidence Used In Evaluation

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

- A. Evidence will be based upon the Priority Elements Evaluation Rubric
- B. Observations and artifacts of practice including:
 - Unannounced observations of practice
 - Announced observations of practice
 - Examination of Educator evidence

4. Rubric

The rubrics are a rating tool used for the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

5. Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- i. Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

6. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

i. The evaluation cycle begins with the Educator completing a self-assessment by October 1st. The self-assessment is not required to be shared with the Evaluator.

ii. The self-assessment may include:

- An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- Proposed goals to pursue:
 - One goal directly related to improving the Educator's own professional practice.
 - One goal directed related to improving student learning.
- The self-assessment is for personal use, is not required to be share with the Evaluator.

B. Proposing the goals

i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals.

ii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.

iii. 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.

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

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

A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed.

Evaluators and Educators shall consider team goals. The evaluator retains authority over goals to be included in an educator's plan.

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

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

8. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

In the first three years of practice:

- The Non-PTS Educator shall have not more than four (4) unannounced observations but no less than two (2) unannounced observations per year. There shall be no more than two (2) unannounced observations per term.

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

A. The Educator whose overall rating is proficient or exemplary will have one unannounced observation during the evaluation cycle.

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan will include two announced observations, one before January 31st, and one after January 31st. The Educator shall have a total of four unannounced observations, at least one per marking period. .

C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The Educator will have four (4) total unannounced observations, at least one per marking period. The Educator will have two (2) announced observations, one before January 31st, and one after January 31st. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

10. Observations

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th.

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

A. Unannounced Observations: All unannounced observations shall be conducted according to the following:

- i. The evaluator shall observe the Educator no less than five (5) minutes and up to twenty (20) minutes, and longer upon invitation by the Educator.
- ii. Upon entering the room for purposes of an unannounced observation, the evaluator will verbally inform the educator the purpose of the visit is for an unannounced observation. Acknowledgment

from the Educator is required to continue the unannounced observations. Educators have one opportunity to suggest another time for an unannounced observation.

iii. The Educator will be provided with written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person or placed in the Educator's mailbox. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within 5 school days.

iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 20 school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

v. Any unannounced observation, which may result in disciplinary action, shall be brought to the attention of the educator within 48 hours at a post-observation conference where both the educator and the evaluator can be present.

B. Announced Observations

All non PTS on Developing Educator Plans and PTS educators on Directed or Improvement Plans shall have two (2) announced observation(s) conducted according to the following:

i. 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. The observation shall be at least thirty minutes in duration.

ii. Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

iii. The Educator will provide the Evaluator with a draft of the lesson. The Educator will provide the Evaluator with a copy prior to the observation.

iv. The Educator will be notified the morning of the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

v. The Evaluator shall provide the Educator with written feedback within 5 school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the Evaluator's judgment.
- Describe actions the Educator should take to improve his/her performance.
- Identify support and/or resources the Educator may use in his/her improvement.

vi. Within 5 school days of the receipt of the written feedback, 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.

C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this

evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

- A walk through does not result in feedback.

11. Evaluation Cycle: Formative Assessment

A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback. Evaluators are expected to give targeted constructive feedback to Educators based upon their observations of practice, examination of evidence, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of the Evaluation Rubric.

B. 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.

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.

D. At least two (2) weeks before the due date for the Formative Evaluation (May 1st), PTS Educators who are in their Formative Year will have gathered one (1) piece of evidence in each of the goals and indicators:

- Student Learning Goal
- Professional Practice Goal
- Subject Matter Knowledge
- Well-Structured Lessons
- Variety of Assessment Methods
- Sharing Conclusions with Students
- Student Engagement
- Collaborative Learning Environment
- High Expectations
- Two-Way Communication
- Professional Collaboration

- This evidence will be shared with the Evaluator via binder or electronically. A piece of evidence may be appropriate for more than one (1) indicator. PTS Educators are not required to provide a written explanation of the evidence for the Formative Evaluation. A conversation with the Evaluator is optional.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox.

G. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H. . The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

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 1st of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating. If an Educator's rating for that year demonstrates a change in performance rating, the Educator must be notified by January 1st of that school year. If the change in performance rating occurs after January 1st, the Educator must be notified immediately.

B. The Formative Evaluation report provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan

C. At least two (2) weeks before the due date for the Formative Evaluation (May 1st), PTS Educators who are in their Formative Year will have gathered one (1) piece of evidence in each of the goals and indicators:

- Student Learning Goal
- Professional Practice Goal
- Subject Matter Knowledge
- Well-Structured Lessons
- Variety of Assessment Methods
- Sharing Conclusions with Students
- Student Engagement
- Collaborative Learning Environment
- High Expectations
- Two-Way Communication
- Professional Collaboration

- This evidence will be shared with the Evaluator via binder or electronically. A piece of evidence may be appropriate for more than one (1) indicator. PTS Educators are not required to provide a written explanation of the evidence for the Formative Evaluation. A conversation with the Evaluator is optional.

D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or by delivery to the educator's school mailbox.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

G. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

13. Evaluation Cycle: Summative Evaluation

A. The evaluation cycle concludes with a Summative Evaluation for an Educator on a one or two year Educator Plan. For those Educators deemed proficient or exemplary, the Summative Evaluation must be written and provided to the Educator by June 1st. An educator whose ratings are lower than proficient in one or more areas will have a due date of May 15th for his/her Summative Evaluation.

B. The Evaluator determines a rating on each standard and an overall rating based on The Priority Elements Evaluation Rubric and evidence of the attainment of the Educator Plan goals.

C. The evaluator shall determine the summative rating that the Educator receives, based on "The Priority Elements Evaluation Rubric.

D. 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.

E. For the Summative Evaluation, no later than May 1st, the Educator will provide the Evaluator a total of two (2) pieces of evidence from each goal and indicator that have been collectively agreed upon:

- Student Learning Goal
- Professional Practice Goal
- Subject Matter Knowledge
- Well-Structured Lessons
- Variety of Assessment Methods
- Sharing Conclusions with Students
- Student Engagement
- Collaborative Learning Environment
- High Expectations
- Two-Way Communication
- Professional Collaboration

- This evidence will be shared with the Evaluator via binder or electronically. A piece of evidence may be appropriate for more than one (1) indicator. PTS and Non-PTS Educators are not required to provide a written explanation of the evidence for the Summative Evaluation. A conversation with the Evaluator is optional. Non-PTS Educators should consult with their mentor(s) about the indicators.

F. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than June 1st. The evaluation cycle concludes with a Summative Evaluation for an Educator on a one or two year Educator Plan. For those Educators deemed proficient or exemplary, the Summative Evaluation must be written and provided to the Educator by June 1st. An Educator whose ratings are lower than proficient in one or more areas will have a due date of May 15th for his/her Summative Evaluation.

G. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.

H. An Educator rated proficient or exemplary may request a meeting with the Evaluator to discuss the Summative Evaluation by June 10th.

I. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

K. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

L. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14. Educator Plans – General

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

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

- One professional practice goal.
- One Student Learning Goal

- 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.

15. Educator Plans: Developing Educator Plan

The Developing Educator Plan is for all Educators without PTS.

16. Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

17. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

The goals in the Directed Growth Plan must address areas identified as needing improvement based upon the Priority Elements Evaluation Rubric.

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Directed Growth Plan, but at least annually, and in no case later than May 15th.

For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18. Educator Plans: Improvement Plan

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

The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

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

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

The Improvement Plan process shall include:

- Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the

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

- The Educator may request that a representative of the Association attend the meeting(s).
- If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
- Articulate in writing the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- Identify the individuals assigned to assist the Educator which must include minimally the Evaluator.
- Include the signatures of the Educator and Evaluator.

A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Decision on the Educator's status at the conclusion of the Improvement Plan:

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:

- 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 (2 year).
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan (1 year).
- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

19. Timelines For Non PTS educators or PTS on improvement or directed growth plans

Timeline for Educators with PTS on Two Year Plans

Activity:	Completed On or Before:
<ul style="list-style-type: none"> Complete Self-Assessment 	October 1
<ul style="list-style-type: none"> Complete first draft of Student Learning and Professional Practice Goals Evaluator to request a meeting with the educator on or before this date 	October 1
<ul style="list-style-type: none"> Rough draft of Educator Plan due Educators develop Educator Plan in teams or individually In the development of the Educator Plan the educators may request a meeting with the evaluator (It is not required that you meet with your evaluator to develop goals) 	October 15
<ul style="list-style-type: none"> Final Educator Plan submitted to the evaluator on or before 	November 1
<ul style="list-style-type: none"> If an educator's rating for any school year demonstrates a change in a performance rating, the educator must be notified by January 1st of that school year. If a change in a performance rating occurs after January 1st, the educator must be notified immediately. 	January 1
<ul style="list-style-type: none"> Evidence for Formative Evaluation provided by educator to evaluator no later than. A piece of evidence may be appropriate for more than 1 indicator.\ PTS educators are not required to provide a written explanation of the evidence for the Formative Report. A conversation with the evaluator is optional and must occur within five (5) days if requested by the educator. The evidence will be shared with the evaluator via binder or electronic document. - One (1) piece of evidence towards the Student Learning Goal - One (1) piece of evidence towards the Professional Practice Goal - One (1) piece of evidence towards Subject Matter Knowledge - One (1) piece of evidence towards Well Structured Lessons - One (1) piece of evidence towards Variety of Assessment Methods - One (1) piece of evidence towards Sharing Conclusions with Students - One (1) piece of evidence towards Student Engagement - One (1) piece of evidence towards Collaborative Learning Environment - One (1) piece of evidence towards High Expectations - One (1) piece of evidence towards Two-Way Communication - One (1) piece of evidence towards Professional Collaboration 	May 1
<ul style="list-style-type: none"> Formative Evaluation Report due to PTS Teacher 	June 1

SUMMATIVE YEAR (YEAR 2):	
<ul style="list-style-type: none"> Self-Assessment 	October 1
<ul style="list-style-type: none"> Year 2 (<u>Summative Year</u>) The educators may request a meeting with the evaluator 	October 15
<ul style="list-style-type: none"> Final Educator Plan submitted to the evaluator on or before 	November 1
<ul style="list-style-type: none"> Evidence for Summative Evaluation provided to the evaluator no later than. A second piece of evidence is required for each of the goals and all 9 of the standards (for a total of 22 pieces of evidence to be submitted). A piece of evidence may be appropriate for more than 1 indicator. You are not required to provide a written explanation of the evidence for the Summative Report. A conversation with the evaluator is optional and must occur within five (5) days if requested by the educator. The evidence will be shared with the evaluator via binder or electronic document. 	May 1
<ul style="list-style-type: none"> For those PTS Teachers whose ratings are lower than proficient in one or more areas, a Summative Evaluation must be written and provided to the educator by 	May 15
<ul style="list-style-type: none"> For those PTS Teachers deemed proficient, a Summative Evaluation must be written and provided to the educator by 	June 1
<ul style="list-style-type: none"> An educator rated proficient or exemplary may request a meeting with the evaluator to discuss the Summative Evaluation by 	June 10
<ul style="list-style-type: none"> Summative Evaluation Report signed by the educator and returned to the evaluator by The Educator shall have the right to respond in writing to the Summative Evaluation report which will become part of the final Summative Evaluation report. 	June 15

NON-PROFESSIONAL EDUCATOR STATUS (NON-PTS) EDUCATORS ONE-YEAR DEVELOPING EDUCATOR PLAN TIMELINE

<ul style="list-style-type: none"> Complete Self-Assessment 	October 1
<ul style="list-style-type: none"> Complete first draft of Student Learning and Professional Practice Goals Evaluator to request a meeting with educator on or before this date. It is recommend that the Non-PTS Educator consult with their Mentor about the goals 	October 1
<ul style="list-style-type: none"> Rough draft of Educator Plan due Educators develop Educator Plan in teams or individually In the development of the Educator Plan the educators may request a meeting with the evaluator It is recommended that the Non-PTS Educator consult with their mentor about goals (It is not required that you meet with your evaluator to develop goals) 	October 15
<ul style="list-style-type: none"> Final Educator Plan submitted to the evaluator on or before 	November 1
<ul style="list-style-type: none"> Within five (5) school days of the scheduled observation, the evaluator and educator will meet for a pre-observation conference 	By November 1
<ul style="list-style-type: none"> Evaluator completes first observation (announced or unannounced) of Non-PTS. The evaluator will select the date and time and discuss with the educator any specific goal(s) for the observation. The observation shall last thirty (30) minutes in duration. 	By November 1
<ul style="list-style-type: none"> Evaluator completes two announced observations The evaluator will have completed no more than four (4) unannounced observations per year, but no less than two (2) unannounced observations per year. There shall be no more than two (2) unannounced observations per term. 	One (1) before January 31 One (1) after January 31
<ul style="list-style-type: none"> For the Non-PTS Formative (Mid-Year) Assessment, Non-PTS teachers will have gathered one (1) piece of evidence demonstrating progress towards their: <ul style="list-style-type: none"> - Student Learning Goal - Professional Practice Goal The evidence is to be shared with the evaluator by January 5th via binder or electronic document. Non-PTS teachers are not required to provide a written explanation of the evidence for the Formative Assessment. A conversation with the evaluator is optional and must be initiated by the educator. The meeting must occur within five (5) days when requested by the educator. Non-PTS teachers should consult with their mentor(s) about the goals and evidence. 	January 5

<ul style="list-style-type: none"> ▪ <u>Formative Assessment Report</u> completed and delivered to the Non-PTS educator by ▪ A conversation with the evaluator is optional and must be initiated by the educator. The meeting must occur within five (5) days when requested by the educator. 	January 20
<ul style="list-style-type: none"> ▪ Evidence for the Summative Evaluation provided to the evaluator no later than. ▪ The Non-PTS educator will provide the evaluator a total of two (2) pieces of evidence from each goal and indicator (for a total of 22 pieces of evidence to be submitted). <ul style="list-style-type: none"> - Two (2) pieces of evidence towards the Student Learning Goal - Two (2) pieces of evidence towards the Professional Practice Goal - Two (2) pieces of evidence towards Subject Matter Knowledge - Two (2) pieces of evidence towards Well Structured Lessons - Two (2) pieces of evidence towards Variety of Assessment Methods - Two (2) pieces of evidence towards Sharing Conclusions with Students - Two (2) pieces of evidence towards Student Engagement - Two (2) pieces of evidence towards Collaborative Learning Environment - Two (2) pieces of evidence towards High Expectations - Two (2) pieces of evidence towards Two-Way Communication - Two (2) pieces of evidence towards Professional Collaboration ▪ This evidence will be shared with the evaluator via binder or electronic document. ▪ A piece of evidence may be appropriate for more than one (1) indicator. ▪ Non-PTS teachers are not required to provide a written explanation of the evidence for the Summative Evaluation. ▪ A conversation with the evaluator is optional and must be initiated by the educator. The meeting must occur within five (5) days when requested by the educator. ▪ Non-PTS teachers should consult with their mentor(s) about the indicators and evidence. 	May 1
<ul style="list-style-type: none"> ▪ <u>Summative Evaluation Report</u> completed and delivered to the Non-PTS educator by 	May 15
<ul style="list-style-type: none"> ▪ <u>Evaluator meets with educators whose overall summative ratings are Needs Improvement or Unsatisfactory</u> 	June 1
<ul style="list-style-type: none"> ▪ Summative Evaluation Report signed by educator and return to evaluator by ▪ The Educator will have the right to respond in writing to the Summative Evaluation report which will become part of the final Summative Evaluation Report. 	June 15

Teacher Feedback Survey:

- 1) Student Feedback Survey's selected:
 - Grade 3-12 will use the DESE Student Feedback Surveys – short forms.
 - K-2 will use the DESE K-2 Discussion prompts.
 - SLPs will use the Student Checklist developed by PACE and approved by ASHA.
- 2) The Student Feedback Forms will be administered/distributed by the teacher, either paper or electronically.
- 3) The Student Feedback Forms will be collected by the teacher.

- 4) The Student Feedback Forms will be for the sole use of the teacher to inform their self-assessment goal setting, sharing with the administrator/evaluator is optional, but not required.
- 5) The Student Feedback Forms will be administered in November and then again in March.
- 6) Administration of the Student Feedback Forms will begin in March 2016.

Principal/Administration Feedback Survey:

- 1) Teacher Feedback Survey selected – The DESE Teacher Feedback Survey – short form.
- 2) To be administered/distributed by the Administrator/Principal.
- 3) To be collected by the Principal.
- 4) The Teacher Feedback Forms will be administered in November and then again in March.
- 5) Administration of the Teacher Feedback Survey will begin in March 2016.

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 the overall rating. 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 the overall rating on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least two previous years.

C. Educators with PTS whose summative performance rating is exemplary and, after 2013-2014 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 Impact on Student Learning Growth

DESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

22. Using Student feedback in Educator Evaluation

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

23. Using Staff feedback in Educator Evaluation

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

24. Transition from Existing Evaluation System

In terms of determining who will be on-cycle during the first year of implementation, the following matrix will be used in order that approximately 50% of the staff are on cycle:

- A. Non PTS
- B. Faculty on Directed Growth or Improvement Plans
- C. Faculty that were not on the most recent evaluation cycle (current evaluation system under CBA 2010-2013)
- D. PTS
 - a. Volunteers
 - b. By lottery to be determined on September 4, 2012 by SEA building representative(s) and the individual building principal

25. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the pilot 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 the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures.