

Agreement between the
DUXBURY SCHOOL COMMITTEE
and the
DUXBURY TEACHERS' ASSOCIATION

September 1, 2022 - August 31, 2025

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ARTICLE I – RECOGNITION CLAUSE

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees of the Committee:

Unit A: Full-time and regular part-time Classroom Teachers, Department Heads, Guidance Counselors, Special Teachers, and Nurses.

Unless otherwise indicated, the employees in said Unit above will be hereinafter referred to as the "Teachers."

ARTICLE II – COMMITTEE RIGHTS CLAUSE

This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts. Nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under said statutes of the Commonwealth or the Rules and Regulations of agencies of the Commonwealth.

Further, the Association and the Committee agree to be bound by existing Rules and Regulations of the Committee except as the Rules and Regulations are changed by this Agreement.

As to every matter not covered by the Agreement, the Committee retains the powers and duties that it has by law and may exercise the same without any such exercise being made the subject of an arbitration proceeding hereunder.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition:

1. For the purpose of this Article a "grievance" would be a dispute between a Teacher, the Association and the Committee, as to the meaning, interpretation or application of any provision of this Agreement.
2. A "grievant" is the person or persons bringing the claim.
3. The Association may initiate and process grievances under this procedure as a party in interest.

B. Procedure

1. Level I - Principal
 - a) A grievant may present a grievance in writing to the Principal of the school within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his/her complaint, unless the grievant

has a valid excuse for later filing. Except, however, that in the event of physical or mental incapacity of a grievant, and a grievance cannot be presented as specified, then the time limitation shall be extended to five (5) school days, after the said disability has been removed.

- b) Within ten (10) school days after the receipt of the written appeal by the Superintendent, he/she or his/her designee will meet with the grievant in an effort to resolve the grievance.

A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level 4. Both the Committee and the Association will prepare an appropriate form for the processing of grievances.

2. Level 2 – Superintendent

- a) If the grievant is not satisfied with the disposition of the appeal at Level 1, or if no decision has been rendered within ten (10) school days after submission of the grievance, the grievant may appeal, within ten (10) school days, in writing, setting forth specifically the act or condition of this Agreement on which the grievance is based to the Superintendent of Schools.
- b) Within ten (10) school days after the receipt of the written appeal by the Superintendent, he/she or his/her designee will meet with the grievant in an effort to resolve the grievance.

3. Level 3 - School Committee

- a) If the grievant is not satisfied with the disposition of the appeal at Level 2, or if no decision has been rendered within the ten (10) school days after the grievant has first met with the Superintendent or his/her designee, he/ she may file an appeal, within ten (10) school days, in writing, setting forth specifically the act or condition and the provision of this Agreement on which the grievance is based, to the School Committee at the office of the Superintendent of Schools.
- b) Within ten (10) school days after receiving the written appeal, a subcommittee of the School Committee of at least two (2) members, (hereinafter referred to as the "Subcommittee"), will meet with the grievant for the purposes of resolving the grievance. The ultimate decision on the appeal at this level will, however, be rendered by the School Committee.

4. Level 4 – Arbitration

- a) If the grievant is not satisfied with the disposition of the appeal at Level 3, or if no decision has been rendered within ten (10) school days after he/she

has first met with the Subcommittee, the grievant may, within five (5) school days after a decision by the School Committee, or fifteen (15) days after he/she has first met with the Subcommittee, whichever is sooner, request, in writing, the President of the Association to submit the grievance to arbitration. If the Association determines that the grievance be meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a written request by the grievant.

- b) Within ten (10) school days after receipt of such written notice of submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.
- c) The arbitrator so selected shall confer with representatives of the Committee and the Association and hold hearings promptly. Further, the arbitrator will render his/her award and the reasons therefore, in writing, not later than thirty (30) days from the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs are submitted to him/her.

The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement, or which exceeds the submission of the grievance to him/her. The decision of the arbitrator will be final and binding on all the parties to the arbitration.

- d) The cost for the services of the arbitration, including per diem expenses, if any, actual and necessary travel expenses and subsistence expenses will be borne equally by the Committee and the Association.

C. Rights of Teachers to Representation:

- 1. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, any school representative, and member of the Association or any other participant in the grievance procedure by reason of such participation.
- 2. When a grievant is not represented by the Association, the Committee and/or its designee shall notify the Association that a grievance has been submitted and the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

D. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of Teachers, the Association may submit such grievance, in writing, to the Superintendent directly and processing of such grievance will be commenced at Level 2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels 2 and 3 of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the President/ Vice President of the Association, within ten (10) school days of the Committee meeting following the Subcommittee meeting with the grievant.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Grievances involving the appointment, suspension and/or dismissal of teachers will by-pass Level 3 and be processed in accordance with the provisions of M.G.L. c. 71, s. 42 and 42D.
6. The parties may extend the deadlines by mutual agreement.

ARTICLE IV – SALARIES

- A. The basic salary schedules for teachers for the school years 2022-2023, 2023-2024 and 2024-2025 are set forth in Appendix A-1, Appendix A-2, and Appendix A-3, attached hereto:

Coaches - See Appendix B

Co-curricular Activities - See Appendix C

Educational/Curriculum Work - See Appendix D

- B. Teachers will have the option to receive their salary in either twenty-two (22) or twenty-six (26) equal installments. The first paycheck will be paid by the second Friday of the school year. Teachers' last paychecks will be paid on the final workday for teachers. For teachers electing the twenty-six payment option, paychecks will be distributed at two-week

intervals during the summer. Teachers will indicate which payment option they prefer when they sign their salary agreements for the following year.

- C. Absences without pay will result in a deduction for each day thereof at the rate of 1/185 of the teacher's base salary. Other deductions or additions, which are made on a per diem basis, also will be calculated at a rate of 1/185 of the teacher's base salary. For the period of September 1, 2022 to August 31, 2025 the per diem rate shall be 1/184. Effective August 31, 2025 at 11:59 p.m. the rate will revert to 1/185.
- D. In September of each year, all credits requiring a salary column change will result in an effective date of the first pay period of that school year for such salary column change, provided, however, that each teacher submits his/her request and evidence on or before September 15th. During the remainder of the school year, one additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the teacher submits his/her request and evidence on or before February 1st of said school year.

Any teacher who anticipates a salary column change either in September or January of a school year must notify the Superintendent of Schools, in writing, of the anticipated change on or before January 5 of the school year immediately preceding the school year in which the salary column change will take effect.

The salary column change shall be effective the first pay period of that school year for a September change and January 1 for a January change. Evidence of completed course work must be presented on or before September 15, for the September change and February 1, for the January change.

- E. A teacher will move from step-to-step on September 1 based upon the recommendation of the Principal or other supervisor, provided the teacher has worked at least ninety (90) days in the prior school year. Paid leaves will be considered as time worked for purposes of this provision. Additionally, upon request due to extenuating circumstances, this requirement may be waived at the discretion of the Superintendent. This recommendation may be: a) for no increase; b) for a one-step increase. The Principal or other supervisor will be required to justify in writing his/her recommendation pursuant to this section to the Superintendent who will make the final decision. In any event, an increase will not be withheld unreasonably or without adequate documentation. See also Article XXI, Section A.2.d.
- F. All pay must be processed via direct deposit, and when the Town of Duxbury implements payday will transition from bi-weekly Thursdays to bi-weekly Fridays, and electronic advance of same.

ARTICLE V – TEACHER YEAR, HOURS AND WORKLOAD

- A. 1. (a)(i) The teacher year will begin no earlier than the Monday prior to Labor Day. If a circumstance beyond the teacher's control (wedding or taking children to college) prevents a teacher from returning to work before September 1, said teacher may request to use personal leave (Article XVII, Section D). No request shall be unreasonably denied. The number of work days will be no more than (185) days. Two professional days will be scheduled prior to the start of the school year for students. The last day of school for students in grades K-8 will be a half-day. Teachers will work a full day on the last day of school in order to complete all professional obligations.
- (a)(ii) Work Year Adjustment: For the 2022-2023, 2023-2024, and 2024-2025 contract years only, the teacher work year will be temporarily reduced to 184 days, with no reduction in annual compensation. This provision shall terminate effective August 31, 2025 and the work year for teachers will return to 185 days.
- (b) There will be at least two days for teacher orientations, planning, conferences, workshops or staff meetings. At least thirty (30) minutes shall be provided to the Association at any New Teacher Orientation. The District shall determine the timing of this meeting. The Association shall be provided with at least thirty (30) minutes at the all-District convocation to address all MTA bargaining units. The District shall determine the exact timing of this meeting.
- (c) The school calendar may reflect 5 additional school days for inclement weather or other emergencies. These days will be cancelled if not used for inclement weather or other emergencies.
- (d) Two of the scheduled early release days in the school calendar will be provided to elementary teachers for teacher directed preparation, one (1) per semester. The exact days will be determined by the building administrator. All preparation work will occur on site.
2. Section A.1 notwithstanding, new personnel may be required for no additional compensation to attend three (3) additional days of orientation, which may occur in the week prior to the beginning of the teacher year.
3. a. A full-time teacher's work day on school premises will generally consist of seven continuous hours including lunch periods, as well as such reasonable additional time as may be required for activity supervision for which differentials are paid. On Fridays, Alden School teachers may leave at 2:10 p.m. Alden teachers will not be expected to perform Friday dismissal duties more than four (4) times in a school year. Teachers at all other schools may

leave at the end of the student day on Fridays unless they are involved in activities for which a stipend is being paid.

- b. Any teacher who voluntarily agrees to be assigned an additional instruction class beyond the normal work schedule shall receive compensation at the rate of twenty percent of salary.
 - 4. High school guidance counselors will work a "flexible schedule" which will include an average one evening per week. These "flexible schedules" will not increase the total number of hours a counselor is required to work in any workday. Each counselor will schedule at least one week in advance. The evening hours are primarily for college counseling sessions, however, counselors at their discretion may use this time for other professional activities, which are part of their positions.
 - 5. Teachers who are first employed in Duxbury after July 1, 2000 may be hired to work different hours and on different workdays (i.e. later or earlier starting times, Saturdays) provided that the DTA president is so notified in writing. In no event shall the total number of workdays or the total on site hours required exceed the requirements of teachers who work the regularly scheduled student days.
- B. 1. Total workday for teachers in grades k-5 will include a thirty (30) minute duty-free lunch period. Each Grade k-5 teacher will have a minimum of two hundred forty (240) minutes of preparation time per week with a daily prep consisting of no less than forty (40) minutes duration. Teachers may choose on a voluntary basis to meet during the assigned preparation time for meetings (IEP's, 504's, etc.), before or after the end of the school day.

If there is a need to hold meetings during class time, the district shall provide a substitute. Teachers will be required to be in attendance and/or at their assigned duties both before the tardy bell and after the dismissal bell. It will be determined by the Principal of the school, subject to Committee approval, as to the length of time before the tardy bell and after the dismissal bell teachers will be on duty. In no event, however, will this time exceed (15) minutes at one end and thirty (30) minutes at the other.

Both parties agreed to track sub requests and coverage, especially for co-taught classes (by period).

- 2. (a) The following provision will be in effect for the 2022-2023 school year:
 - i. The workday for teachers will consist of a twenty-four (24) minute duty-free lunch period and, at minimum, one (1) duty-free block/period daily. In each eight (8) day cycle, teachers will teach thirty (30) blocks/periods and supervise five (5) Academic Support Periods ("ASP"). A reasonable effort will be made so that no teacher will have four (4) consecutive teaching blocks in a schedule.

If any teacher is assigned either voluntarily or by an administrative decision to a four (4) consecutive block schedule, the teacher will have no duty assignments. If a teacher wants to be assigned a four (4) consecutive block schedule, said teacher will notify the Principal by March 1st of the school year preceding the school year in which such schedule may be in effect. However, the teacher and the Principal may mutually agree to a schedule and the Association will be notified of said exception.

- ii. During ASP, teachers are expected to engage and interact with students to foster a positive and productive working environment. Teachers may also be assigned an annual average of one hundred four (104) minutes of duty or meeting time as determined by the building principal, subject to Committee approval. Meeting time is defined as Team, grade level, or department meetings. It will be determined by the Principal, subject to the approval of the Committee, as to how the time in excess of class time (class time is to be determined as the time between the tardy bell and the dismissal bell) is to be divided.

b. Effective as of the 2023-2024 school year:

- i. The workday for teachers will consist of a twenty-four (24) minute duty-free lunch period and at a minimum one (1) duty-free block/period daily. Teachers will teach no more than four (4) blocks/periods in any given day. **In each seven (14-A/B) day cycle, teachers will teach twenty-five (25) blocks and supervise nine (9) Academic Support Periods (“ASP”).
- ii. During ASP, teachers are expected to engage and interact with students to foster a positive and productive working environment. Academic Support Periods are not considered teaching periods and are not considered duty minutes. Teachers may also be assigned up to three (3) periods in a 14-day cycle of duty or meeting time as determined by the building principal, subject to Committee approval. Meeting time is defined as Team, grade level, or department meetings. It will be determined by the Principal, subject to the approval of the Committee, as to how the time in excess of class time (class time is to be determined as the time between the tardy bell and the dismissal bell) is to be divided.
- iii. It will be determined by the Principal, subject to the approval of the Committee, as to how the time in excess of class time (class time is to be determined as the time between the tardy bell and the dismissal bell) is to be divided. However, the teacher and the Principal may

mutually agree to a schedule and the Association will be notified of said exception.

3. For middle school and high school teachers the Aspen portal will remain open and teachers will provide an update of students' grades every two (2) weeks on Mondays. Physical Education, Music, STEM, Art and 6th Grade World Language will provide an update to students' grades every three (3) weeks on Mondays. Since the Aspen portal will remain open, progress reports shall be eliminated. This procedure shall be reflected in faculty handbooks.

Timely updates of assignments and/or events shall be posted via a link on the district's web page for grades k-5. On the secondary level teachers must use the district's LMS to regularly post assignments.

4. The starting and dismissal times of students are subject to modification by the Committee provided, however, that no such modification will increase the length of the teachers' workday.
5. Personnel other than classroom teachers will work at their assigned tasks for at least the length of the teachers' workday. It is recognized, however, that the proper performance of their duties may on occasion require these persons to work longer than a normal working day. Upon request SPED teachers may be granted up to six (6) reassignment days during each school year with the approval of the Administrator of Special Education.
6. In each elementary school, if the District is unable to employ non-teaching personnel to monitor lunch and recess, teachers will be selected on a voluntary basis to perform such duty. If no volunteers are available, the Administration will equally distribute the duties. Teachers will be paid \$12.00 per lunch and \$12.00 per recess. Payments for lunch duty will be made quarterly. All other teachers not involved in these duties shall have a duty-free lunch equal to that of the students.

At grades 6-12, teachers performing lunch duty on a voluntary basis will be paid \$12.00 per lunch. If no volunteers are available, the Administration will equally distribute the duties at the rate set forth above. Payments for lunch duty will be made quarterly.

- C. 1. Teachers may be required to remain after the end of the regular workday without additional compensation for up to one hour to attend the following staff meetings:
 - a. One day of each month faculty meeting called by the school principal.
 - b. One day of each month curriculum meetings or other meetings authorized by the Superintendent.

- c. One day of each term, a total of four (4) per year, for Superintendents meeting, unless extraordinary circumstances prevail, then an additional one (1) meeting/workshop called by the Superintendent.
 - d. Normally, teachers will be given at least seven calendar days notice prior to said meetings except for unforeseen circumstances.
 - 2. In order to strengthen community relations, teachers may be required to attend three (3) evening events (approximately 2 hours in duration each), each year as directed by the building principal.
 - 3. Teachers will be scheduled time within the contract day to meet in Professional Learning Communities (PLCs). PLC time is considered to be separate from teacher preparation time. Topics discussed during PLCs may include curriculum, student data analysis, instructional strategies, teacher goals, or other topics mutually determined by the teachers and building administrator(s). Teachers shall make available access to the notes, materials or artifacts they are working on to their Administrator upon request. Administrators may attend PLC meetings as an equal participant.
- D.
 - 1. Teachers in grades 6-12 will not be required to teach more than two (2) subjects and the Committee will endeavor to arrange schedules so as to require no more than three (3) preparations. Academic subjects will be defined as English, Math, Science, Social Studies, World Languages, Physical Education/Health, Music and Art.
 - 2. Department Heads will teach at a .6 FTE and supervise at a .4 FTE.
- E. Exceptions to the provisions of Section D above may be made only if the Superintendent or his/her designee determines that it is necessary to do so in the best interest of the educational process. The Association will be notified in writing, of each instance of such exceptions.

If the Association disagrees with the exceptions determined by the Superintendent or his/her designee, it may appeal such determination in accordance with the grievance procedure of this Agreement to the Committee. However, the decision of the Committee shall be final and no recourse to arbitration may be made from the Committee's decision.
- F. Teachers who voluntarily assume the coverage of a class in the absence of a teacher will be reimbursed at a rate of \$24.00 per block (elementary) or \$36.00 per block (secondary). It is understood, however, that in the event of an emergency and if no volunteers are available, a teacher may be assigned for a duration of up to three (3) days.

ARTICLE VI – CLASS SIZE

A. 1. The following are desirable number of pupils per class period:

| | | |
|----|-----------------------------|----|
| a) | Kindergarten | 25 |
| b) | Elementary | 25 |
| c) | Grades 6-12 | 25 |
| | Academic Subjects | 25 |
| | Science Labs | 24 |
| | Technology Ed | 18 |
| | Art | 24 |
| | Family and Consumer Science | 24 |
| | Physical Education/Health | 30 |

2. In Section 1.c) above, the total number of pupils assigned to a teacher will not exceed a maximum of 125. For the purposes of this section, Physical Education and Music will be excluded from calculations of teacher load. *A/B days for STEM, Art and 6th grade World Language by term instead of A/B.

Where multiple classes exist at a given elementary grade level within a school building, the School Committee will make a reasonable effort to have similar numbers of students in classes at each grade level within that school building at the beginning of the school year.

B. Exceptions to the provisions of Section A. above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the educational process. The Association will be notified, in writing, of each instance of such exception. A disagreement over whether an exception is justified may be appealed to the Committee. The determination of the Committee shall be final and no recourse to arbitration may be made from the Committee's decision.

C. Teachers with a caseload over 125 shall receive the following compensation: one half (1/2) day's salary per term (1 day per semester or 2 days per year). For the purposes of this section, Physical Education, Music, STEM, Art and 6th Grade World Language will be excluded from the aforementioned caseload calculations. This provision shall be implemented as a pilot program for the duration of the 2019-2022 Collective Bargaining Agreement and will sunset on August 31, 2022.

ARTICLE VII – NON-TEACHING DUTIES

- A. Teachers shall not be required to drive pupils to activities, which take place away from the school building.
- B. It is agreed by the parties to this Agreement that teachers shall not be required to collect money for any other purposes other than those presently in existence, unless negotiations are conducted. Teachers shall not be responsible for any monies lost, not caused by their negligence, while performing their duties.

ARTICLE VIII – TEACHER EMPLOYMENT

- A. Upon initial employment full credit, not to exceed ten (10) years, may be given only for previous outside teaching or related experience, including relevant experience in accredited private schools. Credit for experience in excess of ten (10) years may be granted only upon the express recommendation of the Superintendent of Schools and approved by the Committee.
- B. Teachers with previous teaching experience in the Duxbury Public Schools will, upon returning to the Duxbury Public Schools, receive full credit on the salary schedule for all outside teaching experience, military experience and Peace Corps work. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the Duxbury Public Schools, be restored to the next position on the salary schedule above that at which they left.

Teachers who return having been out of teaching for a total of three (3) or more years, may be placed at the minimum of the then existing salary schedule.

- C. Notwithstanding any other provision of this Agreement to the contrary, all employees who begin working on or after July 1, 1997 shall be required to take a course designated by the Superintendent. (provided and paid for by the district)

ARTICLE IX – TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or disciplines that they will teach, and any special or unusual classes that they will have, as soon as practicable, not later than the close of school; however, this section shall not be applicable if extraordinary circumstances outside of the control of the Committee make such implementation impossible. Then, in such event, an affected teacher will be notified as soon as practicable. Nothing contained herein will prevent the reassignment of a teacher after the start of the school year.
- B. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, for more than 20% of their classes outside the scope of their teaching certificates and/or their major or minor fields of study.

- C. To the extent possible, changes in grade assignments in the elementary schools and in discipline assignment in grades 6-12, will be voluntary.
- D. If there are no volunteers for a reassignment, then all things being equal as determined by the Superintendent, assignments will be accomplished by seniority. The least senior teacher within the discipline or grade level will be the first reassigned.

ARTICLE X – PART-TIME TEACHERS

- A. Part-time teachers are defined as those who are scheduled to work fewer hours per day or per week than full-time teachers. Part-time teachers will attend the teacher orientations, planning, conferences, workshops or staff meetings described in Article V, Section A. Part-time teachers will attend all workshops, professional development days, conferences, committee meetings, department meetings and faculty meetings. They will be compensated at the hourly rate for the additional time based on total number of days scheduled to be worked during the teacher work year involved.
- B. Except as specified to the contrary, part-time teachers are entitled to all the salary, rights and benefits, and conditions of full-time teachers under the terms of this agreement.
- C. Each part-time teacher will receive in writing a statement showing the percent of full-time status for which the teacher has been employed. The percent of full-time status will then be applied to the full-time salary schedule to determine a yearly salary.
- D. Part-time teachers are entitled to equal application of all sections of Articles XVII, XX, and XXI. The computation of benefits for these three articles is as follows: A part-time teacher is entitled to that portion of the number of benefit days in relation to the percentage of full-time status for which the teacher has been employed. For example, a teacher who is employed in a 60% (.6) assignment is entitled to 60% (.6) of the benefit days referred to in any section.
- E. A part-time teacher will advance one full step on the full-time salary schedule for each part-time year that he/she teaches.
- F. Part-time teachers who are employed 50% (.5) or more of full-time are entitled to full coverage of the Town of Duxbury's Health and Life Insurance Plans.

ARTICLE XI – TEACHER TRANSFERS

- A. Any teacher may request of his/her principal, or of the Superintendent, a transfer to another grade, school or department. If there are two or more volunteers deemed equally qualified as determined by the Superintendent for the same position, seniority shall be the determining factor. When a reduction in the number of teachers in a school is necessary, volunteers should be transferred first. For purposes of this Article, the term “qualified” will include considerations of the educator’s performance, special skills, and best interests of the students and/or District.

- B. In making transfers, the conveniences and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.
- C. The Superintendent reserves the right to transfer teachers as he/she deems appropriate for the best interests of the school system and its students. In the event of an involuntary transfer, the teacher will be given notice of the reason for the transfer.

ARTICLE XII – VACANCIES AND PROMOTIONS

In the event a vacancy in a position covered by this Agreement occurs during the term of this Agreement, the parties agree that:

- A. If the Committee determines to fill a vacancy or establish a new classification within the bargaining unit covered by this Agreement, then,
 - 1. The Superintendent, or their designee, shall send a notice of the vacancy by electronic mail to all unit employees using the District issued email addresses. The notice shall set forth the qualification for the positions, and its duties. If applicable, the rate of compensation will be shown.
 - 2. With the exception of co-curricular and athletic positions, applications for the vacancy shall be submitted, through the District's electronic portal, no later than ten (10) school days from the date of posting.
 - 3. The Superintendent shall render his/her decision on the application as soon as possible following the final date for submission of applications.
 - 4. During non-school months, the Superintendent shall send written notice of the vacancy to the Association President and designated building representatives by email. In addition, notification shall be posted in the Superintendent's office for at least fourteen (14) days before the close of applications for the position.
 - a) Applications shall be submitted by the individual teacher and/or Association through the District's electronic portal, no later than seven (7) calendar days from the date of the posting.
 - b) However, if a vacancy occurs after August 10, the position may be filled by the Superintendent notwithstanding the provisions of the article. The Association must be informed via email of positions filled under this article.
 - 5. The vacancy may be filled on a temporary basis from the date of the vacancy until appointment is made.
 - 6. A vacancy in a regular teaching position, which occurs during the school year, may be filled temporarily by the Superintendent for the duration of said school year.

However, if such temporary assignment is made, at the completion of the school year said position shall be posted in accordance with this article.

- B. All qualified teachers will be given adequate opportunity to make application for such positions, in accordance with the provisions of A.1. above. The Superintendent agrees to give consideration to the performance, professional background and attainments of all applicants, the length of time each has been in the Duxbury Public Schools and other relevant factors. In filling such vacancies, preference should be given to qualified teachers already employed by the Committee, and each teacher not selected will, upon request, receive an explanation from the Superintendent.

**ARTICLE XIII – POSITION IN EXTENDED SCHOOL YEAR OR SUMMER SCHOOL
AND OTHER EMPLOYMENT OPPORTUNITIES**

- A. All openings for Extended School Year or Summer School positions will be posted by the Superintendent on the Association bulletin board in each school building as early as possible and teachers will submit applications within ten (10) days and will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, Extended School Year or Summer School openings will be publicized not later than the preceding May 1 and teachers will be notified of the action taken not later than June 1.
- B. Positions in the Extended School Year or Summer School programs will, to the extent possible, be filled first by qualified, regularly appointed teachers in the Duxbury Public Schools.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Duxbury Public Schools and, in regard to Summer School positions, previous Duxbury Summer School teaching experience.
- D. Other opportunities for employment in the school department for positions not requiring a teaching certificate will be posted on the bulletin board in each school. Postings are not made for daily substitutes or similar occasional employment.

ARTICLE XIV – TEACHER PERFORMANCE

- A. All monitoring or observation 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 an evaluation report prepared by their supervisors and will have the right to discuss such reports with their supervisors.
- B. 1. Teachers will have the right, upon written request, to review the contents of their personnel file or any other file. A teacher will be entitled to have a representative of the Association accompany him/her during such a review.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file, or any other file, unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. An administrator to whom a written or oral complaint against a teacher is made will, where appropriate, first refer the complaint to the individual about whom the complaint was made, and notify the teacher within one (1) school day. If the complaint cannot be resolved between the two individuals or if the complaint is of such a substantial nature that it should be handled by an administrator in the first instance, then, within five (5) school days, except in unusual circumstances beyond the control of the administrator(s), the administrator will notify the teacher that a complaint has been received and it will be investigated. Complaints will be handled and investigated in a timely manner. As part of any investigation, the teacher will be given the opportunity to have an Association representative present and to respond to the complaint.
 - D. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded formally by a member of the Administration above the level of the Principal however, he/she will be entitled to have an appropriate representative of the Association present.
 - E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. However, this section shall not prohibit the Superintendent in exercising his/her right not to renew the employment of teachers without professional teacher status.
 - F. It shall be the responsibility of the Administrators of the various schools to evaluate all personnel performing any professional duties.
 - G. The Superintendent and representatives of the DTA will meet to discuss any proposed changes in the procedures for evaluating teachers and except as otherwise provided for M.G.L. c. 71, s. 38, any agreed upon changes are subject to ratification by the DTA and the Committee.
 - H. See Appendix E.

ARTICLE XV – TEACHER FACILITIES

- A. Each school will have the following facilities in so far as budget monies are available:
1. Space in each classroom in which teachers may safely store instructional material and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
 4. A serviceable desk and chair for the teacher in each classroom.
 5. A communication system so that teachers can communicate with the main building office from their classroom.
 6. A well lit and clean faculty rest room.
 7. A separate, private dining area for the use of the teachers apart from the students.
 8. The Committee will make every effort to provide working space and storage space for teachers and resource centers in the various academic fields.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.

ARTICLE XVI – USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Superintendent shall be notified in advance of the time and place.
- B. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other Association material.
- C. All Association notices shall be signed by the appropriate Association representative.
- D. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teaching organization.

ARTICLE XVII – EMERGENCY LEAVE

- A. To provide for absence due to illness, disability, personal reasons, or family illness, new teachers will be entitled to fifteen (15) emergency leave days each year of the agreement as of the first official day of the school year, if they report for duty on that day; and provided further said teacher reports for work during the school year. Teachers may carry over emergency leave days to the following year up to a maximum of one hundred eighty five (185) days.
- B. By October 15 of each year, teachers will be notified in writing of the amount of accumulated emergency leave as of September 1.
- C. Teachers covered by this agreement shall be entitled to three (3) days of absence with pay for personal reasons each school year, provided however, that such personal leave day is not the day before or after a vacation or holiday. This restriction shall not apply to college and university graduations of the teacher, his/her spouse and/or children. Such personal days shall be deducted from accumulated emergency leave days. Although no reason need to be given for such personal leave day, written notice must be given to the Superintendent by the teacher at least 48 hours before the day such leave is to be taken. In the event of an emergency situation, the 48-hour notice may be waived by the Superintendent or his/her designee. Teachers cannot use all three (3) personnel days consecutively.
- D. Disability due to child bearing shall qualify as emergency leave provided the female employee submits written certification from her attending physician that she is physically disabled from performing her work as a result of the pregnancy and birth. (See also Article XIX, Section F.)
- E. Teachers covered by the Agreement will be granted up to fifteen (15) days of absence with pay each school year, in the event of serious illness which requires the bedside presence or household attention, of the teacher's spouse, parent, child, parent-in-law or a person residing in the teacher's household. Absences incurred pursuant to this section shall be deducted from accumulated emergency leave days.
- F. A teacher residing outside of Duxbury, who is not able to come to school because of travel conditions due to snow or ice, may request that the day be counted as a day of emergency leave. Requests will be made to the building principal. No such request will be unreasonably denied.
- G. Excessive absenteeism or an unusual pattern of absences (including absences prior to or following a holiday, school vacation period, weekend or leave) may warrant a request for an explicit explanation to the Superintendent. If the record of absences incurred pursuant to this article so indicates, a certification of health status by the teacher's physician may be required.
- H. No teacher will be required to arrange for his/her own substitute coverage.

I. Sick Leave Bank

A sick leave bank shall be established whereby members of the bargaining unit with at least one full year of employment in the Duxbury Public Schools may deposit one day of the sick leave to which they are entitled each year. Members who have a protracted disability and who have used up the sick leave, to which they are entitled, may apply to draw on the bank. The operation of the bank and the withdrawals therefrom shall be carried out in accordance with the following guidelines:

1. All deposits to the sick leave bank are to be voluntary.
2. Members will automatically be eligible for the Sick Leave Bank following one (1) full year of employment in the Duxbury Public Schools. Following initial eligibility, a member may submit a written request to no longer participate in the Sick Leave Bank during the annual enrollment period of September 1 through October 15 of any year. Following a request to no longer participate, no more Emergency Leave days shall be deducted or deposited on the member's behalf, and the member will NOT be eligible to make any Sick Leave Bank withdrawals. Re-enrollment in the Sick Leave Bank may be accomplished by the submission of a written request by the eligible member during a subsequent annual enrollment period.
3. Only those who deposit to the bank may be permitted to withdraw from the bank.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Association and two (2) members designated by the Committee. A fifth member of the Sick Leave Bank Committee will be elected by the unanimous vote of the four members. In order for the SLBC to make decisions, all members of the SLBC must be present at the SLBC meeting. Utilization of the bank shall be subject to the following conditions:
 - a. Sick leave bank days may be granted only for the applicant's personal illness or accident (capped at 90 days per year).
 - b. Complete usage of all accumulated or accrued sick leave.
 - c. There must not have been any disciplinary action beyond a written reprimand for sick leave abuse within the three (3) calendar years prior to the application for sick leave bank benefits. The SLBC may also consider the propriety of use of previous sick leave.
 - d. A qualified physician's statement certifying the disability, illness or accident together with any appropriate medical evidence the SLBC deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof; the SLBC may not act without submission of a physician's statement). All parties agree that such information shall be treated as highly personal and confidential.

- e. The number of days requested from the bank must be specified at the time of the initial request. The initial grant shall not exceed fifteen (15) school days.
 - f. Upon completion of the initial grant, additional grants, not to exceed fifteen (15) school days, shall require additional adequate medical evidence. A member of the bank may be granted a maximum number of bank days over either a three (3) or five (5) school year period, based upon the total bank days granted in the first school year such days are received by the member ("the initial grant year") as follows:
 - 1. If a member receives less than ninety (90) bank days in the initial grant year, then in the three (3) calendar year period immediately following the date the first bank day was granted, s/he may be granted up to a maximum of one hundred and eighty (180) bank days, inclusive of all days granted in the initial grant year.
 - 2. If a member receives ninety (90) or more bank days in the initial grant year, then in the five (5) year period immediately following the date the first bank day was granted, s/he may be granted up to a maximum of one hundred eighty (180) bank days, inclusive of all days granted in the initial grant year.
 - 3. At the expiration of either the three (3) or five (5) year period, whichever is applicable, a member shall be eligible for a new grant of days as if no bank days had been granted previously.
 - g. No days may be withdrawn from the bank for use for any other reason than disability of the teacher.
 - h. The decision of the Sick Leave Bank Committee shall not be subject to appeal.
 - i. The Association and the SLBC agree to meet with the School Committee upon request to discuss any matter pertaining to the administration of the bank.
 - j. In administering the bank, the SLBC may consider a recipient's undue delay in processing retirement or other termination of employment on account of disability or illness and may re-consider, at any time, a prior grant of bank days.
5. If the sick leave bank becomes exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the sick leave bank. A maximum of two (2) days per year may be contributed.

6. When the Sick Leave Bank total exceeds five hundred and forty (540) days, no further annual Emergency Leave day deductions shall be made by eligible members, until such time that the Sick Leave Bank total goes below five hundred and forty (540) days. In such case, up to one (1) day Emergency Leave may be deducted in subsequent contract years, until the Sick Leave Bank total exceeds five hundred and forty (540) days.
 - a. In the event new employees are not able to deposit to the bank due to the above cap, and the Bank total drops below 540 days, deductions of Emergency Leave will first be made from such new employees before triggering the yearly deductions referenced above.
 - b. An employee who would otherwise be eligible for the Bank except for the fact that they were unable to donate in the first instance due to the cap having been reached may still withdraw from the Bank, if said employee agrees to forfeit one (1) Emergency Leave Day from the next school year following use of the Bank.
7. If a member has exhausted his/her personal accumulated sick leave at the time of the request for additional days, the member may elect to remain a member of the SLB by agreeing to contribute two (2) days the next school year.
- J. A written request for a paid emergency leave day to be taken the day before or after a vacation or holiday shall be submitted to the superintendent and may be granted at the sole discretion of the superintendent.
- K. After 20 years of continuous employment in a Unit A position, upon retirement members may buy back unused sick days at a value of \$125.00 per day, with a total cap of \$5,000.00. Notice of election to buy back time must be provided by November 15th of the year preceding retirement.

ARTICLE XVIII – OTHER LEAVES

- A. With the prior approval of the Superintendent, teachers covered by this Agreement may be granted at least one (1) day leave of absence with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- B. With prior approval of the Superintendent, official delegates of the Association may be granted the time necessary, with pay, to attend the Massachusetts Teachers Association Annual Convention. The Duxbury Teachers' Association shall pay for any substitute teacher costs incurred under this provision of the Agreement.
- C. A teacher covered by the Agreement will be granted the time necessary, with pay, for jury duty or appearances in any legal proceedings; provided, however, that such appearances are as the result of being subpoenaed by a court of competent jurisdiction. A teacher who is paid for jury duty will report such compensation immediately to the Superintendent/designee in order that an equal amount may be deducted from the teacher's pay.

- D. Funeral Leave. Up to five (5) consecutive school days at any one time, including the day of the funeral, will be granted to a teacher covered by the Agreement in the event of the death of a spouse, child, parent, brother, sister, or immediate member of the teacher's household.

Up to three (3) consecutive school days, including the day of the funeral, at any one time, chargeable to the teacher's accumulated emergency leave days, provided there are sufficient days of accumulated emergency leave, will be granted to a teacher in the event of the death of the teacher's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

Up to one sick day to attend the funeral of another relative or someone significant in a member's life with approval from administration.

- E. A maximum of ten (10) days leave per school year shall be allowed for any teacher called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay they receive from the State or Federal Government.

F. Parental Leave

1. An employee may request up to twelve (12) weeks of parental leave without pay for the birth or adoption of a child provided that the employee has completed ninety (90) consecutive working days in the school system. Up to eight (8) weeks of paid sick leave, to the extent available pursuant to Article XVII, Sections A, may be used by the employee within four (4) months of the date of birth or adoption of the child and shall be deducted from accumulated emergency leave. Leave under this provision will be considered to also qualify as FMLA leave and will run concurrently. To assist with planning, the employee requesting leave under this provision will provide the Superintendent or his/her designee with notice as far in advance as possible and no less than two (2) weeks prior to the expected commencement of the leave and his/her intention to return to work following the end of such leave.
2. An employee taking leave due to the initial placement of a foster child into their home may utilize up to twenty (20) days of emergency leave within one (1) year following the date of the child's initial placement in the home, provided that the employee has completed ninety (90) consecutive working days in the school system and to the extent such days are available pursuant to Article XVII, Sections A. Leave under this provision will run concurrently with any applicable FMLA. To assist with planning, the employee requesting leave under this provision will provide the Superintendent or his/her designee with notice as far in advance as possible and no less than two (2) weeks prior to the expected commencement of the leave and his/her intention to return to work following the end of such leave.

- G. Teachers covered by this Agreement shall be entitled to three (3) religious holidays with pay during each school year. Teachers desiring to take such leave shall give written notice to the Superintendent at least 48 hours prior to such leave.
- H. No teacher will be required to arrange for his/her own substitute coverage.
- I. When the extraordinary needs of a specific employee covered by this agreement so indicate, the Superintendent may request that the Committee approve a waiver of the limitations of the provisions of Article XVII or Article XIX. The President of the Duxbury Teachers' Association shall be informed in advance by the Superintendent of such requests so that the Association can make its position known to the Superintendent prior to any action. The decision of the Committee shall be final and no recourse to grievance or arbitration shall be made from the Committee's decision.

ARTICLE XIX – LEAVES OF ABSENCE

- A. The Committee agrees that one (1) teacher, on professional teacher status, designated by the Association, per contract year, will, upon reasonable request, be granted a leave of absence for no more than two (2) years, without pay, for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, the teacher will be considered as if he/she were actively employed by the Committee and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent on said leave.

It is agreed between the parties to this Agreement, that if a teacher who takes a leave of absence pursuant to this section does not return at the end of two (2) years, said teacher will be presumed to have resigned from the Duxbury Public Schools.

- B. A leave of absence without pay of up to two (2) years will be granted to one (1) teacher with professional teacher status, per school year, for the purpose of joining the Action Corps, or serving as a teacher in an exchange program approved by the Superintendent, provided said teacher is a full-time participant in either of the aforementioned programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent on said leave.

It is agreed between the parties to the Agreement, that if a teacher who takes a leave of absence pursuant to this section does not return at the end of two (2) years, said teacher will be presumed to have resigned from the Duxbury Public Schools.

- C. Military leave without pay will be granted to any teacher, with professional teacher status, upon said teacher's initial induction or enlistment in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absences, up to a maximum of three (3) years.

- D. Child-Rearing Leave. The Committee will grant a leave of absence without pay or increment for up to two (2) years for the purpose of childrearing to a teacher with professional teacher status who requests such leave in writing to the Superintendent at least four (4) weeks prior to requested date for the commencement of such leave. A teacher on leave under this section shall advise the Superintendent, in writing, on or before February 5 of any year, of his/her intention to return to work the following school year. In the event of a leave pursuant to this section being granted to a teacher during the course of a school year, said teacher will be granted and take the leave for the remaining portion of the school year and shall not return, at least until the commencement of the next school year, unless said requirement is specifically waived by the Superintendent.
- E. The Superintendent, in his/her discretion, may grant a leave of absence, without pay or increment, to any teacher to campaign for, or serve in, any elected public office.
- F. After five (5) years' continuous employment in the Duxbury Public Schools a teacher may be granted a leave of absence, without pay, for up to two (2) school years for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- G. Other leaves of absence, without pay, may be granted by the Superintendent in the exercise of his/her sole discretion.
- H. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position he/she held at the time said leave commenced, if available, or, if not, a substantially equivalent position.
- I. All requests for extension of any leave of absence under this article will be applied for in writing on or before February 5 of any year. The action of the Superintendent on such requests will be communicated to the applicant in writing.
- J. A teacher on leave under the provisions of this article shall advise the Superintendent, in writing on or before February 5 of any year, of his/her intentions to return to work the first day of the following school year (except Section G above). If a teacher fails to so notify the Superintendent, he/she shall be presumed to have resigned from the Duxbury Public Schools.

ARTICLE XX - SABBATICAL LEAVES

Upon recommendation by the Superintendent, sabbatical leaves may be granted for study which, in the opinion of the Superintendent, will be beneficial to the Duxbury Public Schools to a member of the teaching staff by the Committee subject to the following conditions:

1. No more than one (1) teacher from the Duxbury Public Schools will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent, on or before October 31, and action must

be taken on all such requests on or before April 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) consecutive full school years of service in the Duxbury Public Schools.
4. Teachers on sabbatical leave will be paid at two-thirds of their regular salary rate, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
5. The teacher will agree to return to employment in the Duxbury Public Schools at least two (2) full years following the expiration of the sabbatical leave period.
6. A teacher who does not fulfill this agreement shall repay to the Town of Duxbury a sum bearing the same ratio to the amount of salary received while on sabbatical leave that the unfulfilled portion of the two (2) subsequent years' service bears to the full two (2) years; provided, however, that the teacher shall be released from such payment if his/her failure to serve the two (2) years stipulated be due to his illness, disability, or death, or if he/she be discharged from his/her service by the Superintendent. A teacher returning from sabbatical leave shall be placed on the step of the salary schedule that he/she would have attained had he/she remained in the Duxbury Public Schools, and shall be eligible for insurance benefits while on leave. His/her rights to any other position held shall be protected during his/her leave.

ARTICLE XXI – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

- A. The Committee will grant financial assistance to teachers covered by this agreement who pursue advanced study under the following terms and conditions:
 1. Criteria:

Courses which are relevant to a teacher's current assignment and courses in areas of high priority to the Duxbury Public Schools are normally approved by the Superintendent. Prior written approval is required on a form available from the Superintendent's office. Courses not normally approved include: a) courses not sufficiently related to a teacher's current assignment; b) courses for which credit is excessive in relation to the hours/effort demanded; c) retaking of courses previously taken; d) courses meeting during hours in which the applicant usually would have school duties.

 - a. Teachers who are not pursuing a Master's degree, Master's plus 30 or CAGS requirement will be reimbursed for three (3) semester hours every year, provided that the specified course is relevant to strengthening performance in current discipline as determined by the Superintendent.
 - b. Teachers who are pursuing a Master's degree, the Master's plus 30 requirement, or Certificate of Advanced Graduate Study (CAGS) will receive

assistance for up to six (6) semester hours per school year provided that the courses taken under both of these categories are relevant to strengthening performance in current discipline as determined by the Superintendent. A teacher must submit evidence to the Superintendent's office of acceptance in a graduate program in order to be eligible.

2. Financial Assistance:

The Committee will pay up to \$450.00 per credit with a total cap of \$60,000.00 available for the unit during each fiscal year. The cap is the total amount that will be expended in any fiscal year. Unused funds remaining at the conclusion of the fiscal year shall not accrue from year to year.

Priority will be given to teachers who need to take a course required by the state or district.

*Procedures for disbursement of funds will be mutually determined by the Association and the Committee.

- a. Assistance under this Article will be limited to tuition, registration, laboratory fees, graduate record examination and comprehensive examinations. It will not include books or transportation.
- b. Assistance will be paid to the teacher upon presentation of evidence of payment and satisfactory completion of requirements, at the rate in effect on the date of course completion and receipt of satisfactory grade.
- c. New teachers without prior teaching experience will not be eligible for assistance until the summer next following their second consecutive year of service in the Duxbury Public Schools.
- d. Notwithstanding any other provision to the contrary, teachers first employed after July 1, 1997, or as part of a "Needs Improvement Plan" may be required to take a course designated by the Superintendent. The school department will pay the cost of tuition, books, and materials. Tuition reimbursement may be used for the cost of receiving college credit for this program.

Other teachers who choose to receive college credit for the course designated by the Superintendent and provided at Duxbury Public Schools expense, will be reimbursed for the difference between the cost of the tuition, books and materials, and the contractual benefit (\$1350.00).

- B. As budgeted funds are available, the Superintendent may, from time to time distribute monies to teachers based upon any of the following criteria:

1. Teacher training
 - a. Acting as cooperating practitioners with college students training to become teachers.
 - b. Serving as a resource for new teachers within schools and districts.
 - c. Assisting in the development of staff development plans for the Duxbury Public Schools.
2. Curriculum/program development
 - a. Developing small-scale curriculum projects.
 - b. Participating in school-based or district-wide curriculum review and revision programs.
 - c. Developing programs to improve school climate.
3. Special assistance to dropouts or potential dropouts
 - a. Developing school programs designed to decrease the dropout rate.
 - b. Developing programs to advise students of career and alternative educational opportunities.
 - c. Working with parents of children with high truancy rates.
4. In-service instruction and consultancy
 - a. Advising and assisting other teachers in the use of new education technologies.
 - b. Conducting research within the school district.
 - c. Leading colloquia within school districts.
 - d. Serving as liaison with other agencies.
5. Development and evaluation of teaching resources
 - a. Conducting pilot programs using new teaching materials and techniques in the classroom.
 - b. Developing new resources for use within local school districts.
 - c. Advising school districts on the selection of textbooks and other materials.

6. School-home-community liaison
 - a. Offering assistance to parents/guardians in school-related matters.
 - b. Keeping other teachers aware of students with particular home problems.
 - c. Establishing parent/family education programs.
 - d. Coordinating school-community programs.
 - e. Assisting Duxbury School Councils.
 7. All payments made to Bargaining Unit members (any individuals performing functions within this section) will be communicated in writing to the Association President and Vice President within thirty days of payment.
- C. Professional days may be approved to allow teachers to participate as presenters or in other professional activities such as AP test correction. If any honorarium is provided the teacher shall donate to the Duxbury Public Schools that portion of the honorarium, which is received for services provided during any hours that the teacher would normally be in school.

ARTICLE - XXII PROTECTION

- A. Teachers will immediately submit to the Superintendent written reports of an affray, assault, and/or battery in connection with their employment in which they have been involved.
- B. The Committee will provide indemnification and legal counsel to the extent permitted in accordance with the requirements of Chapter 258 of the Massachusetts General Laws.

ARTICLE XXIII - PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of a personal injury (caused by an accident or assault) occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary absence due to said injury) for the period of such absence, provided, however, that such difference shall be chargeable to sick leave on a fractional day basis. Teachers who receive on-the-job injuries must report said injuries to their Building Principals as soon as possible. If said injury is covered by Worker's Compensation, then the teacher will reimburse the Committee the amount received from Worker's Compensation for any amounts paid by the Committee.
- B. The Committee will reimburse teacher for:
 1. Any clothing or other personal property damaged or destroyed in the course of his/her employment not caused by the negligence of the teacher.

ARTICLE XXIV - INSURANCE AND ANNUITY PLAN

- A. The Committee will pay seventy five percent (75%) of the following types of insurance coverage:
 - 1. A \$2000 term life insurance plan of the type presently available to teachers.
 - 2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to teachers.
- B. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370, provided said companies are on an approved list prepared by the Superintendent. Clerical fees assessed to companies will be as follows: \$100 start-up fee for a new company and \$40 annual fee for a continuing company. If an existing approved carrier refuses to pay an assessed fee, the Committee agrees that said carrier would remain an approved carrier so long as any participant of effective date of the contract is utilizing said carrier.
- C. Teachers will be eligible to participate in credit union payroll deduction plans.
- D. Teachers will be eligible to participate in any "Flexible Benefit" programs according to Section 125 of the Internal Revenue Code and other state and federal statutes and/or regulations which are adopted and implemented by the Town of Duxbury.
- E. The Committee will work with the Town in an effort to provide for deductions for participation in a group dental program. Employees who elect to participate shall be responsible for one hundred percent (100%) of the cost of the premiums involved.

ARTICLE XXV - TEXTBOOKS AND INSTRUCTIONAL MATERIAL

- A. The Committee guarantees that it will continue to provide sufficient textbooks or suitable teaching materials to ensure that each pupil in a classroom has such for his/her own use.
- B. The Subject Supervisor/Department Head may recommend a textbook change or select a new textbook. Members of the department involved will be part of the selection process.

ARTICLE XXVI - DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees dues for the Duxbury Teachers' Association, Massachusetts Teachers' Association or the National Education Association, or any one of such Associations, as said teacher individually and voluntarily authorized the Committee to deduct, and to transmit the monies promptly to the Treasurer of the Duxbury Teachers' Association. Teacher authorizations will be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION FORM

FOR MEMBERS OF THE DUXBURY TEACHERS' ASSOCIATION

In accordance with Chapter 175 of the Acts of 1962, I hereby authorize the Duxbury Town Treasurer to deduct my professional dues annually, until further notice, for membership in:

Duxbury Teachers' Association and the

Massachusetts Teachers' Association

National Education Association

The deductions shall be in twenty (20) approximately equal installments beginning with the second payroll and shall be remitted to the Treasurer of the Duxbury Teachers' Association.

In accordance with Chapter 175 of the Acts of 1962, Chapter 180 of the General Laws, I agree that at least sixty (60) days' notice, in writing, shall be given to the Committee in order to withdraw this authorization.

I agree that the total amount to be withheld shall be \$ _____

Date: _____ Signature: _____

Copy to: Member, Duxbury Teachers' Association Treasurer, Town of Duxbury Treasurer

- B. No later than one week prior to the issuance of the third paycheck, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues and advise the Committee monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized, must notify the Committee and the Association concerned in writing on or before September 30 of each year for that school year's dues.

ARTICLE XXVII - GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or its activities.
- B. When it is necessary, pursuant to the Grievance Procedure, for an appropriate representative of the Association to investigate a grievance during the school day, he/she shall notify the Superintendent of the need to do so and will be excused, with pay, for such purposes, provided that there is no interference with the educational process. The Superintendent shall have the sole discretion to make such determination.
- C. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities and relationships with students and/or the school system.

- D. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- E. The Committee will, upon written request, make available any documents in its possession which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, or any available information which may be necessary for the Association to process grievances under this Agreement.
- F. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. It is agreed between the parties to this Agreement that those items which are the subject of the provisions of this Agreement shall be binding upon them. The Committee agrees that it will amend its Rules and Regulations insofar as they are inconsistent with the provisions of this Agreement.
- H. The Association President shall be provided with notice of all non-renewals by June 15, of New Hires for the upcoming school year by September 1, and any mid-year employee changes within ten (10) school days.
- I. Effective upon execution of the Agreement, a Labor-Management Committee shall be formed. The Committee shall consist of the Superintendent, and the District's Human Resources Director, the Association President, and another Association representative designated by the President. The Committee shall meet a minimum of four times per school year to discuss matters of mutual concern, provided the Association presents the Superintendent with a written agenda at least one (1) school week in advance. Management will also provide notice of agenda items at least one (1) school week in advance. Only those items presented in the written agenda will be discussed. It is expressly understood that the formation of this committee is in no way a waiver by either party concerning matters which relate to collective bargaining.
- J. A Joint Special Education Subcommittee will be formed to collaboratively discuss concerns and potential solutions while remaining in legal and budgetary compliance. The Subcommittee will be composed of the following members:
- Three (3) DTA Special Education Staff members from each school (preferably with different roles in Special Education);
 - Either the Superintendent or Assistant Superintendent;
 - The Director of Special Education; and,

- Team Chair(s) may be called in if needed.

The Subcommittee will meet monthly beginning in September 2022 at a mutually agreed upon day/time. Teachers will be provided independent time at the beginning of the September Special Education department meeting to select their Subcommittee representatives. The DTA conducted a survey in Spring 2022 to determine the top concerns of the special education staff, and the identified rank ordered topics will be addressed in order by the Subcommittee. The Subcommittee will establish norms and expectations at the first meeting ensuring that confidentiality is maintained at all meetings and that members of the Subcommittee are able to share concerns candidly without fear of retaliation, and that civil discourse and respectful behavior is maintained at all times. The Subcommittee will decide who will keep minutes, and the minutes will be reviewed and agreed upon before being shared with others outside of the Subcommittee. No individual teacher or administrator names will be written on meeting minutes. Future agendas will be developed collaboratively at the first meeting. If the larger Subcommittee solves the district-wide concerns, then smaller, school based Special Education Committees can be formed with Team Chairs, teachers, principal/assistant principals, or the Special Education Director if requested.

ARTICLE XXVIII - NON-DISCRIMINATION

The Committee and the Association agree to continue their policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or sexual orientation.

ARTICLE XXIX - SENIORITY AND REDUCTION IN FORCE

A. When the Committee determines that staff reductions are necessary, it shall, consistent with applicable laws, determine the order in which the number of teachers with Professional Status shall be reduced, as follows:

1. Definitions:

- a. Length of Service: means a teacher's length of uninterrupted service in years, months and calendar days in the Duxbury Public Schools, calculated from the date of signing of the initial employment agreement. Leaves of absence of up to twelve (12) weeks, or for the term of disability following childbirth, or for which salary credit is granted will not be considered breaks in service; however, only leaves of absence for which salary credit is granted shall be counted as years, months and calendar days for purposes of this definition. Ties in length of service shall be resolved by lot. Part-time teacher seniority shall be prorated to actual time worked: i.e. a half-day for a full year will be considered a half-year for seniority purposes. Any teacher continuing on part-time status as of September 1, 1987 will continue to accrue full-time seniority.

- b. Lay-off: means separation from service for a period of twenty-four (24) months from the effective date of the reduction; provided further that said teacher has waived, in writing, subsequent to receipt of a notice of reduction in force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, section 42 or 42A or Chapter 32, section 16, of the Massachusetts General Laws.

Teachers will be reduced on the basis of seniority unless the Superintendent determines that there is a significant difference in performance as evidenced by evaluation reports from up to the three (3) previous school years (including the current school year). When the Superintendent is making determinations relative to reductions in force, said determination will be made with reference to the positions (number and type), which the Superintendent has determined will exist in the subsequent school year.

- c. Recall: means the right: (1) to return to a position in the discipline from which a teacher was originally laid off, in the reverse order in which the teacher was laid off or (2) to fill a position in another discipline for which the teacher is eligible for recall pursuant to section D below.
- d. Terminated: means dismissal pursuant to Chapter 71, section 42 or 42A of the Massachusetts General Laws.
- e. Performance: means fulfilling the expectations for teachers as defined in the evaluation policies and procedures (Appendix E).
- f. Training: means prior instruction as documented by official transcripts, teaching certificates, or other appropriate data contained in the personnel file as of the date of the notice of reduction in force.
- g. Needs of the School System: the overall requirements of the Duxbury Public Schools as determined by the Committee.
- h. Discipline: means the current DESE issued teacher license and levels.

2. The evaluations shall be considered to be an accurate reflection of teacher performance and shall not be subject to contrary testimony except as to statements based upon fact (e.g. attendance records as opposed to questions of judgment).
3. An arbitrator may not substitute his/her judgment for that of the Committee, but may only make a determination whether procedures have been observed.
4. A teacher who is selected for reduction from a discipline may, if such teacher has greater length of service, displace the teacher with the shortest length of service in another discipline so long as:
- a. the displacing teacher holds a valid certificate in said discipline; and,

- b. the displacing teacher has had proficient teaching experience in said discipline.

Successful teaching experience in the Duxbury Public Schools within the preceding three (3) years will strengthen the credentials of the displacing teacher. Such displacing may be disallowed by the Superintendent if the teacher is to be displaced has shown superior performance, training or capacity to meet the needs of the school system in relation to the subjects to be taught.

B. Seniority List: A list shall be prepared specifying the order of length of service of each teacher.

1. The Seniority List shall include the areas in which a teacher is certified and said list shall be prepared by the Committee and Association on or before November 1 of each school year.
2. Placement on the Seniority List for disciplines in which a teacher becomes certified subsequent to the effective date of the initial list shall be as of the date of filing of said qualifications with the Superintendent.
3. The Association shall post the Seniority List on line within thirty (30) calendar days after receipt of the list from the Committee.
4. Any teacher who wishes to challenge placement on the Seniority List shall submit the challenge in writing setting forth the basis of such challenges to the President of the Association on or before January 1. Unresolved challenges shall be forwarded in writing to the Committee on or before January 15.
5. A three person panel, consisting of a person appointed by the Committee, a person appointed by the Association, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges:
 - a. This panel shall render its decision on or before February 1. A teacher who has filed a timely challenge to placement on the Seniority List, which is to be considered by this panel, shall have the opportunity to clarify his/her challenge in person before the panel.
 - b. The decision of a majority of the panel will be final and binding on the teacher, the Association and the Committee.
 - c. The cost, if any, of the services of the neutral member of the panel shall be borne equally by the Committee and the Association.
 - d. The list as finally determined by the panel shall be the Seniority List for the purposes of this Article. In the event there are no unresolved challenges to the January 1 list, then the list, as distributed, shall be the final list.

Notification: When a Reduction in Force (RIF) is to take place, the Committee shall give written notice to the affected teacher(s) on or before June 15 preceding the effective date of the reduction, which shall be the subsequent July 1. If the teacher wishes to have layoff status rather than termination, said teacher must so notify the Superintendent, in writing, within the ten (10) days of the receipt of the written notice.

C. Recall:

1. If, subsequent to a RIF notice, a vacancy occurs in a discipline from which the teachers have been reduced and elected layoff status, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists.
2. If there are no teachers in said discipline eligible for recall or, if all such teachers have been offered recall and there is still a vacancy, a notification of the existence of such vacancy shall be sent to the Association for distribution to teachers on layoff.
3. Any teacher on layoff may apply to fill any vacancy and it will be filled by the teacher with the greatest length of service who is on layoff from another discipline and who is both certified and qualified to fill the vacancy (ref. A.b. above).
4. If a teacher fails to notify the Superintendent, in writing, within fourteen (14) calendar days of the issuance of a recall notice, of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this Agreement and it shall be presumed that said teacher has resigned from the school system. However, the provisions of this paragraph shall not result in the forfeiture of rights and benefits upon refusal to accept a fractional position.
5. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days, whichever is later.
6. A teacher who accepts recall shall have restored upon recall all benefits accrued up to June 30 of the school year in which the RIF notice was given.
7. Teachers with recall benefits are required to keep the Superintendent and the Association informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. Teachers who have accepted layoff status shall, during the recall period, be sent copies of all notifications of vacancies issued pursuant to Article XII of this Agreement. If a teacher with recall benefits is hired for a vacancy outside of a discipline in which he/she has recall rights, he/she shall have all rights and benefits accrued up to June 30 of the school year in which the RIF notice was given restored upon rehire.
8. The tenure status of a teacher who has been recalled shall be determined in accordance with applicable law.

9. Teachers on layoff shall be given priority in placement as substitute teachers.

D. Fall Back:

1. Employees with professional teacher status under the provisions of M.G.L. Chapter 71, section 41, who re-enter the bargaining unit described in Article 1, shall be placed on the Seniority List in accordance with their previous service within that unit.
2. Employees with professional teacher status under the provisions of M.G. L. Chapter 71, section 41, who enter the bargaining unit described in Article 1 for the first time shall be placed on the Seniority List before those teachers without professional teacher status and after those teachers with professional teacher status.

ARTICLEXXX - RETIREMENT

- A. A declaration of intent to retire should be filed with the Superintendent on or before February 1 of the retirement year.
- B. The Committee may offer retirement incentives pursuant to the following conditions:
 1. A written announcement of the retirement incentive will be sent to the President of the Association and to all bargaining unit members who will be completing twenty (20) or more years of service in Duxbury at the end of the school year in which an announcement is made.
 2. Eligible personnel will be given at least sixty (60) calendar days from the date of the announcement in which to submit an irrevocable written resignation to be effective without any further action by the Committee upon the close of the school year.
 3. No later than July 31 of the calendar year in which the resignation is effective, the Committee will pay each teacher who submits a resignation the amount of money set forth in the announcement as a retirement incentive.
 4. \$2000 shall be paid to a teacher who notifies the superintendent by November 1st and chooses not to rescind the retirement notification by December 1st. Such payment shall be disbursed upon retirement from Duxbury pursuant to the Massachusetts Retirement System.

*Agreement between the Duxbury School Committee and the Duxbury Teachers' Association
September 1, 2022 — August 31, 2025*

This Agreement shall take effect on September 1, 2022 and shall remain in full force and effect until and including August 31, 2025.

IN WITNESS of this Agreement having been ratified by the Committee and the Association, their authorized representatives hereby affix their hands and seals.

FOR THE DUXBURY TEACHERS' ASSOCIATION

President

Date

FOR THE DUXBURY SCHOOL COMMITTEE

Chair

Date

APPENDIX A - SALARY SCHEDULE

A. Longevity:

1. Delete Steps SS15, SS21, SS27, SS31 of the salary schedule in effect as of August 31, 2019.
2. a. Effective September 1, 2022, teachers shall be paid longevity annually as follows:

After 15 years of service in a unit position \$1000.00
After 20 years of service in a unit position \$1500.00
After 25 years of service in a unit position \$3000.00
After 30 years of service in a unit position \$4500.00.
- b. Longevity eligibility shall be determined based upon years of service in the Duxbury Public Schools District as of June 30th. Years of service shall be computed in the same manner as “Length of Service” under Article XXIX, Section A.1.a. However, for those Unit A members employed by the District prior to June 30, 2022, prior uninterrupted service in the employ of the District in a position outside Unit A will be considered in calculating years of service for purposes of longevity payments under this provision.
- c. Longevity will be paid in either 22 or 26 equal installments (as determined by the employee’s election under Article IV.B) added to the employee’s biweekly pay.
- d. Longevity payments for part-time employees will be pro-rated based upon the employee’s FTE.

B. Effective September 1, 2022:

1. Increase the salary schedule by 2%;
2. Create a new lane on the salary schedule at the midpoint between M60 and DR for MM or M+CAGS.

A copy of the September 1, 2022 salary schedule is attached hereto as Exhibit A-1.

C. Effective September 1, 2023– increase the salary schedule by 3%.

A copy of the September 1, 2023 salary schedule is attached hereto as Exhibit A-2.

D. Effective the 2024-2025 School Year

1. Effective September 1, 2024 – increase the salary schedule by 3%; and,
2. Effective January 1, 2025 – increase the salary schedule by 1%.

A copy of the salary schedules for the 2024-2025 school year are attached hereto as Exhibit A-3.

- E.** The School Committee agrees to request that the Town conduct a comprehensive salary study to analyze the compensation structure and other benefits available to school employees, including but not limited to educators, paraprofessionals and administrators, to be completed by June 30, 2024. The data from this comprehensive study would then be utilized by the Parties in their negotiations for a successor agreement for the period commencing September 1, 2025. The School Committee agrees to request that the Town include members of the School Committee, the Select Board, the Finance Committee, the Fiscal Advisory Committee, the Town Manager, the Town's Finance Officer, the Superintendent, and the Schools Business Administrator, and a DTA representative as designated by the DTA President.

Exhibit A-1

2022-2023 SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2022

| FY23 Beginning 9/1/2022 2% increase | | | | | | | | |
|---|--------|--------|--------|---------|---------|---------|-----------------|---------|
| STEP | B | B+15 | M | M +15 | M+30 | M +60 | MM or M+CAGS | DR |
| 1 | 51,432 | 53,048 | 55,741 | 57,357 | 58,972 | 60,588 | 61,396 | 62,204 |
| 2 | 53,587 | 55,202 | 57,895 | 59,511 | 61,127 | 62,742 | 63,550 | 64,358 |
| 3 | 55,202 | 56,818 | 59,511 | 61,127 | 62,742 | 64,358 | 65,166 | 65,974 |
| 4 | 58,434 | 60,049 | 62,742 | 64,358 | 65,974 | 67,589 | 68,397 | 69,205 |
| 5 | 61,665 | 63,281 | 65,974 | 67,589 | 69,205 | 70,821 | 71,629 | 72,436 |
| 6 | 63,819 | 65,435 | 68,128 | 69,744 | 71,359 | 72,975 | 73,783 | 74,591 |
| 7 | 66,512 | 68,128 | 70,821 | 72,436 | 74,052 | 75,668 | 76,476 | 77,283 |
| 8 | 68,666 | 70,282 | 72,975 | 74,591 | 76,206 | 77,822 | 78,630 | 79,438 |
| 9 | 70,821 | 72,436 | 75,129 | 76,745 | 78,360 | 79,976 | 80,784 | 81,592 |
| 10 | 74,052 | 75,668 | 78,360 | 79,976 | 81,592 | 83,208 | 84,016 | 84,823 |
| 11 | 76,206 | 77,822 | 80,515 | 82,130 | 83,746 | 85,362 | 86,170 | 86,977 |
| 12 | 80,515 | 82,130 | 84,823 | 86,439 | 88,055 | 89,670 | 90,479 | 91,287 |
| 13 | 83,746 | 85,362 | 88,055 | 89,670 | 91,287 | 92,903 | 93,711 | 94,518 |
| 14 | 86,977 | 88,593 | 91,287 | 92,903 | 94,518 | 96,134 | 96,942 | 97,750 |
| 15 | 91,036 | 92,664 | 95,377 | 97,004 | 98,632 | 100,260 | 101,074 | 101,887 |
| 16 | 95,095 | 96,735 | 99,467 | 101,106 | 102,747 | 104,386 | 105,206 | 106,025 |

Exhibit A-2

2023-2024 SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2023

| FY24 Beginning 9/1/2023 3% increase | | | | | | | | |
|---|--------|--------|---------|---------|---------|---------|-----------------|---------|
| STEP | B | B+15 | M | M +15 | M+30 | M +60 | MM or M+CAGS | DR |
| 1 | 52,975 | 54,639 | 57,413 | 59,078 | 60,741 | 62,406 | 63,238 | 64,070 |
| 2 | 55,195 | 56,858 | 59,632 | 61,296 | 62,961 | 64,624 | 65,457 | 66,289 |
| 3 | 56,858 | 58,523 | 61,296 | 62,961 | 64,624 | 66,289 | 67,121 | 67,953 |
| 4 | 60,187 | 61,850 | 64,624 | 66,289 | 67,953 | 69,617 | 70,449 | 71,281 |
| 5 | 63,515 | 65,179 | 67,953 | 69,617 | 71,281 | 72,946 | 73,777 | 74,609 |
| 6 | 65,734 | 67,398 | 70,172 | 71,836 | 73,500 | 75,164 | 75,996 | 76,829 |
| 7 | 68,507 | 70,172 | 72,946 | 74,609 | 76,274 | 77,938 | 78,770 | 79,601 |
| 8 | 70,726 | 72,390 | 75,164 | 76,829 | 78,492 | 80,157 | 80,989 | 81,821 |
| 9 | 72,946 | 74,609 | 77,383 | 79,047 | 80,711 | 82,375 | 83,208 | 84,040 |
| 10 | 76,274 | 77,938 | 80,711 | 82,375 | 84,040 | 85,704 | 86,536 | 87,368 |
| 11 | 78,492 | 80,157 | 82,930 | 84,594 | 86,258 | 87,923 | 88,755 | 89,586 |
| 12 | 82,930 | 84,594 | 87,368 | 89,032 | 90,697 | 92,360 | 93,193 | 94,026 |
| 13 | 86,258 | 87,923 | 90,697 | 92,360 | 94,026 | 95,690 | 96,522 | 97,354 |
| 14 | 89,586 | 91,251 | 94,026 | 95,690 | 97,354 | 99,018 | 99,850 | 100,683 |
| 15 | 93,767 | 95,444 | 98,238 | 99,914 | 101,591 | 103,268 | 104,106 | 104,944 |
| 16 | 97,948 | 99,637 | 102,451 | 104,139 | 105,829 | 107,518 | 108,362 | 109,206 |

Exhibit A-3

2024-2025 SALARY SCHEDULES

EFFECTIVE SEPTEMBER 1, 2024

| FY25 Beginning 9/1/2024 3% increase | | | | | | | | |
|--|---------|---------|---------|---------|---------|---------|-----------------|---------|
| STEP | B | B+15 | M | M +15 | M+30 | M +60 | MM or M+CAGS | DR |
| 1 | 54,564 | 56,278 | 59,135 | 60,850 | 62,563 | 64,278 | 65,135 | 65,992 |
| 2 | 56,851 | 58,564 | 61,421 | 63,135 | 64,850 | 66,563 | 67,421 | 68,278 |
| 3 | 58,564 | 60,279 | 63,135 | 64,850 | 66,563 | 68,278 | 69,135 | 69,992 |
| 4 | 61,993 | 63,706 | 66,563 | 68,278 | 69,992 | 71,706 | 72,562 | 73,419 |
| 5 | 65,420 | 67,134 | 69,992 | 71,706 | 73,419 | 75,134 | 75,990 | 76,847 |
| 6 | 67,706 | 69,420 | 72,277 | 73,991 | 75,705 | 77,419 | 78,276 | 79,134 |
| 7 | 70,562 | 72,277 | 75,134 | 76,847 | 78,562 | 80,276 | 81,133 | 81,989 |
| 8 | 72,848 | 74,562 | 77,419 | 79,134 | 80,847 | 82,562 | 83,419 | 84,276 |
| 9 | 75,134 | 76,847 | 79,704 | 81,418 | 83,132 | 84,846 | 85,704 | 86,561 |
| 10 | 78,562 | 80,276 | 83,132 | 84,846 | 86,561 | 88,275 | 89,132 | 89,989 |
| 11 | 80,847 | 82,562 | 85,418 | 87,132 | 88,846 | 90,561 | 91,418 | 92,274 |
| 12 | 85,418 | 87,132 | 89,989 | 91,703 | 93,418 | 95,131 | 95,989 | 96,847 |
| 13 | 88,846 | 90,561 | 93,418 | 95,131 | 96,847 | 98,561 | 99,418 | 100,275 |
| 14 | 92,274 | 93,989 | 96,847 | 98,561 | 100,275 | 101,989 | 102,846 | 103,703 |
| 15 | 96,580 | 98,307 | 101,185 | 102,911 | 104,639 | 106,366 | 107,229 | 108,092 |
| 16 | 100,886 | 102,626 | 105,525 | 107,263 | 109,004 | 110,744 | 111,613 | 112,482 |

Exhibit A-4

EFFECTIVE JANUARY 1, 2025

| FY25 Beginning 1/1/2025 Additional 1% increase | | | | | | | | |
|---|---------|---------|---------|---------|---------|---------|-----------------|---------|
| STEP | B | B+15 | M | M +15 | M+30 | M +60 | MM or M+CAGS | DR |
| 1 | 55,110 | 56,841 | 59,726 | 61,459 | 63,189 | 64,921 | 65,786 | 66,652 |
| 2 | 57,420 | 59,150 | 62,035 | 63,766 | 65,499 | 67,229 | 68,095 | 68,961 |
| 3 | 59,150 | 60,882 | 63,766 | 65,499 | 67,229 | 68,961 | 69,826 | 70,692 |
| 4 | 62,613 | 64,343 | 67,229 | 68,961 | 70,692 | 72,423 | 73,288 | 74,153 |
| 5 | 66,074 | 67,805 | 70,692 | 72,423 | 74,153 | 75,885 | 76,750 | 77,615 |
| 6 | 68,383 | 70,114 | 73,000 | 74,731 | 76,462 | 78,193 | 79,059 | 79,925 |
| 7 | 71,268 | 73,000 | 75,885 | 77,615 | 79,348 | 81,079 | 81,944 | 82,809 |
| 8 | 73,576 | 75,308 | 78,193 | 79,925 | 81,655 | 83,388 | 84,253 | 85,119 |
| 9 | 75,885 | 77,615 | 80,501 | 82,232 | 83,963 | 85,694 | 86,561 | 87,427 |
| 10 | 79,348 | 81,079 | 83,963 | 85,694 | 87,427 | 89,158 | 90,023 | 90,889 |
| 11 | 81,655 | 83,388 | 86,272 | 88,003 | 89,734 | 91,467 | 92,332 | 93,197 |
| 12 | 86,272 | 88,003 | 90,889 | 92,620 | 94,352 | 96,082 | 96,949 | 97,815 |
| 13 | 89,734 | 91,467 | 94,352 | 96,082 | 97,815 | 99,547 | 100,412 | 101,278 |
| 14 | 93,197 | 94,929 | 97,815 | 99,547 | 101,278 | 103,009 | 103,874 | 104,740 |
| 15 | 97,546 | 99,290 | 102,197 | 103,940 | 105,685 | 107,430 | 108,301 | 109,173 |
| 16 | 101,895 | 103,652 | 106,580 | 108,336 | 110,094 | 111,851 | 112,729 | 113,607 |

APPENDIX B – SALARY SCHEDULE – COACHES

(Base for Percentages is Master's Minimum as set forth in Exhibits A-1, A-2, A-3)

A. 4% to 6% at 1% steps

- Unified Fall Basketball
- Unified Spring Track
- MS Cross Country
- MS Field Hockey

B. 5% to 8% at 1% steps

Assistant Coach:

- Baseball
- Faculty Manager
- Field Hockey
- Outdoor Track (boys and girls)
- Sailing
- Soccer (boys and girls)
- Softball
- Swimming (boys and girls)
- Volleyball

C. 6% to 9% at 1% steps

Head Coach:

- *Cheerleading Fall
- *Cheerleading Winter
- Cross Country (boys and girls – if combined 1.5 stipend)
- Golf (boys and girls)
- Gymnastics
- Ski (2004)
- Swimming (boys and girls)
- Tennis (boys and girls)

Assistant Coach:

- Basketball (boys and girls)
- Ice Hockey (boys and girls)
- Lacrosse (boys and girls)
- Wrestling

D. 7% to 12% - steps at 7%
9%-10%-12%

Head Coach:

- Baseball
- Field Hockey
- Indoor Track (boys and girls)
- Lacrosse (boys and girls)
- Outdoor Track (boys and girls)
- Sailing

- Softball
- Volleyball
- Strength & Conditioning

Assistant Coach:

- Football

E. 8% to 16% at 2% steps

Head Coach:

- Basketball (boys and girls)
- Ice Hockey (boys and girls)
- Soccer (boys and girls)
- Wrestling

F. 12% to 20% at 2% steps

Head Coach:

- Football

G. 1%

None

H. \$20 per hour

Weight Room Supervisor

*Cheerleading will comply with all MIAA rules.

I. It is agreed by the parties of this Agreement that all coaches will be evaluated by the Director of Athletics, the appointment of coaches shall be on an annual basis, and the reappointment shall not be subject to the Grievance and Arbitration Provisions of Article III of this Agreement. The Director of Athletics will be evaluated annually by the appropriate Administrator.

It is further agreed that during the term of a coach's appointment, said coach shall be eligible to exercise the Grievance and Arbitration Procedure of this Agreement under the "Just Cause" provision of Section E of Article XIV of this Agreement as a result of any disciplinary action taken against him/her in his/her capacity as a coach.

After all reappointment decisions have been made, vacant coaching positions will be posted. All qualifications being equal, preference shall be given to the members of the bargaining unit in filling coaching vacancies.

J. All new hires to coaching positions shall be awarded credit for prior coaching experience within the area in which they are to coach. Head Coaches will not be awarded credit for coaching within the District as an assistant, but will be placed at Step 1, except as follows. Those Duxbury teachers who were employed in an assistant coach position prior to June 30, 2022 will receive credit for service in such assistant coach positions when placed on the Head Coach scale, provided that the service is in the same sport and has been continuous.

K. Athletic Trainer - \$12,000.00 Fall Season
 \$12,000.00 Winter Season
 \$12,000.00 Spring Season

APPENDIX C – SALARY SCHEDULE – COCURRICULAR ACTIVITIES
(Base for Percentages is Master’s Minimum as set forth in Exhibits A-1, A-2, A-3)

I. Classification:

- | | |
|-----------------|--|
| A. 1%-2% DHS | <ul style="list-style-type: none">• Business Manager Musical• Credit for Life (2)• Musical Choreographer• Senior Seminar• Summa Coordinator• Technical Director Musical• Thespian Troupe Assistant• |
| B. 2%-4% | <ul style="list-style-type: none">• AFS(1)• Animal Welfare Club• Art Club• Best Buddies (2)• Chamber Orchestra• DMS/DHS Library Coverage• Fall Festival & Spring Tournament of Plays (3)• Garden Club• Gay/ Straight Alliance• Global Entertainment• Helping Hands• Humanitarian Club• Jazz Band II• Jazz Choir -(moved to D)• Key Club• Literary Magazine• Pep Band (2)• Photography Club• Robotics Team (Winter (2) / Spring (2))• SADD• She's the First• Show Choir - Acapella Groups (PAC Men & Here Comes Trouble)• Show Choir - A Capella Groups• Ultimate Frisbee Club• World of Difference |
| Grades 6-8 | <ul style="list-style-type: none">• Afterschool Sports (2)• Aquaculture Club (2)• Art Club• Book Club• Computer/Robotics Club (2) |

- Dragon Tales (2)
 - Drama Technical Advisor
 - E Sports Club
 - Games Club
 - GSA
 - Homework Club (5)
 - International Culture Club
 - Junior Chamber Orchestra
 - Junior Chamber Singers (DMS Chorale)
 - Junior Jazz Band Ensemble
 - Junior Jazz Club
 - Math Team
 - Percussion Ensemble
 - Respect All People (RAP) (2)
 - Running Club (2)
 - Steel Band Ensemble
 - Technology & Engineering Club
 - Yoga
- Grades 3-5
- Homework Club (2)
- C. 3%-4%-6%
DHS
- Assistant Director Band Outside Activities
 - Coordinator of Dramatics
 - Full Length Plays (1)
 - Math Team (1)
 - Newspaper (1)
 - Orchestra Director Musical
 - Senior Class Play Director (2)
 - Senior Jazz Band
 - Senior Project Coordinator (1.5)
 - Spanish Honor Society
 - State Tournament of Plays
 - Vocal Director Musical
- Grades 6-8
- Drama Club
 - Student Council (2)
- D. 4%-5%-8%
DHS
- Academic Decathlon (2)
 - Director Band Outside Activities
 - Director Choir Outside Activities
 - Director Musical
 - Director Orchestra Outside Activities
 - National Honor Society (2)
 - Thespian Troup Advisor

*Agreement between the Duxbury School Committee and the Duxbury Teachers' Association
September 1, 2022 — August 31, 2025*

- | | |
|------------------------------|--|
| Grades 6-8 | <ul style="list-style-type: none">• WEB (2)• Yearbook (2) |
| E. 5%-7%-10% 2.5%-3.5%-5% | <ul style="list-style-type: none">• School Student Activities Accountant – DHS• School Student Activities Accountant – DMS |
| F. 7%-10%-13% | <ul style="list-style-type: none">• Yearbook/Editorial• Yearbook/Business |
| G. 11%-14%-22% | <ul style="list-style-type: none">• Student Activities Advisors (taking the place of Link, Student Council, & Class Advisors (4) |
| H. Intramurals | \$20 per hour |
- I. The Superintendent and/or his/her designee have authority to add/delete positions as long as the total budget amount is not exceeded and with approval of School Committee. A stipend will be paid only if the activity is authorized and offered in a given school year. If because of small enrollment or decrease in activities only one advisor is hired for an activity for which two (2) have been approved, then the advisor will receive only one stipend. If only one advisor is hired rather than two for another reason, such as unavailability of a second qualified applicant, then the advisor may receive up to one and one-half (1.5) of the stipend. The decision will be made by the Superintendent.
- II. Should any activity move from one category to another and should the same advisor remain with the activity, said advisor will move to the minimum step of the new category unless the percentage is the same or less in which case said advisor will move to the next higher percentage.
- III. The following policy will be applied to all co-curricular activities other than those covered by athletic schedules or those specifically named elsewhere in this Agreement:
- A. Any activity for which a stipend will be granted must be approved by the responsible administrator and the Superintendent prior to its establishment.
 - B. A stipend will be paid only for time used by the activity outside of the advisor or sponsor's normal work period.
 - C. The rate of payment will be one percent (1%) of the existing base pay (i.e. step 1, Master's Schedule) for each verified block of thirty (30) hours or portion thereof that occurs.
- IV. All new hires to co-curricular positions shall be awarded credit for prior co-curricular advising experience within the areas in which they are to advise.
- V. It is agreed by the parties to this Agreement that advisors will be evaluated by the Coordinators of Co-curricular Activities. The appointment of all advisors shall be on an

annual basis, and the reappointment shall not be subject to the Grievance and Arbitration Provisions of Article III of this Agreement. It is further agreed that during the term of an advisor's appointment, said advisor shall be eligible to exercise the Grievance and Arbitration Procedure of this Agreement under the "just cause" provision of Section E of Article XIV of this Agreement as a result of any disciplinary action taken against him/her in his/her capacity as an advisor. Preference shall be given to the members of the bargaining unit in filling advisor vacancies.

APPENDIX D SALARY SCHEDULE — EDUCATIONAL/CURRICULUM WORK

- I. Teachers who, when requested by the Superintendent of Schools, agree voluntarily to participate in such educational/curriculum work as the Superintendent may determine, shall be paid:
 - a. effective September 1, 2022 at the rate of \$34.00 per hour; and,
 - b. effective September 1, 2023 at the rate of \$35.00 per hour.

Teachers who work the ESY program will be paid at the above rates. In addition, such teachers will be paid for ten (10) hours of planning time prior to June 30 and one (1) hour of prep time each day worked over the summer.

- II. Department Heads
(Base for Percentages is Master's Minimum as set forth in A-1, A-2, and A-3).

Department Heads will teach three (3) classes and evaluate members of their staff.
(See Appendix F: Procedures for the Evaluation of Professional Staff.)

Three steps at: 10% 13% 20%
Instructional Coach at 9%

Department Heads will be entitled to the foregoing differential based solely upon experience and service within the Duxbury Public Schools.

Beginning September 1997 Department Heads and K-12 Coordinators will complete all of their required tasks for no additional compensation beyond the Department Head stipend. They will continue to be paid for work on approved proposals for additional work at a rate of \$33.00 per hour.

Department Heads will also be paid for thirty-two (32) additional hours of summer work at the hourly rate.

- III. Guidance Counselors hired after June 1, 1984 shall be required to perform ten (10) days of guidance work during the summer. Guidance Counselors who perform authorized guidance work during any school vacations will be paid at their per diem rate.
- IV. Nurse Leader, Early Childhood Coordinator, Special Education Building Coordinator, Art Coordinator and Physical Education Coordinator (DPS) will be paid a stipend of eleven percent (11%) of the Master's minimum; Administrative Assistant (no differential).
- V. Mentors stipend \$750.00/year
Mentors will attend a training program offered by the District.
All mentors are required to participate in District run mentor training once every three years unless the training is substantially modified.
Administrators will not be assigned as mentor teachers.

VI. Cafeteria Plan

Effective January 1, 2010, the Committee agrees to make available any benefits that the other employees of the Town of Duxbury enjoy under the cafeteria plan offered by the town.

APPENDIX E: EDUCATOR EVALUATION

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Unit A Personnel-Educators

Preamble:

The purpose of the Educator Evaluation is to structure a program of assessment of instructional effectiveness and professional development that is two- fold. In the first instance, it is the incumbent responsibility of the Duxbury Public Schools Administration to promote and assess the instructional effectiveness of all staff and maintain professional standards and expectations that directly support student learning and achievement. In this capacity, teacher effectiveness, as defined within the Duxbury Public Schools' Standards of Evaluation and Expectations, needs to be observed and evaluated in a formal sense in accordance with Massachusetts General Law, Chapter 71, Section 38. In the second instance, educators are supported and encouraged to continue their personal and professional growth in all areas that contribute to enhancing their instructional repertoire, remaining current in their content area and acquiring new skills that are relevant to their teaching assignment(s). Concurrent with these aims is the additional mission to enable all teachers to successfully establish and complete an Individual Professional Development for Massachusetts Educators that will directly provide for the Re-Certification (Licensure) of the teacher.

- A. Evaluation is a cooperative effort requiring a constructive dialogue between the evaluator and the teacher.
- B. The goals and evaluations will adhere to the purpose and philosophy identified in the evaluation standards.
- C. Evaluations will be done in a uniform manner using only forms specified in the Agreement.
- D. The educator being evaluated may provide additional information for consideration in the evaluation.
- E. Educators will be placed on either a one-year or two-year Self-Directed Growth Plan. However, it should be noted that a teacher employed by the Duxbury Public Schools, who changes schools within the Duxbury Public School System, may be placed on the Educator Developing Plan by the principal of the receiving school.
- F. The parties agree to adopt the DESE developed rubrics (attached) for use in the evaluation process.
- G. The parties agree to use the Self-Assessment and Goal Setting forms, the DESE model forms, for any other aspects of the Evaluation process.
- H. The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:
- I. To jointly review the Evaluation Procedure no later than July 1st of each school year.

- J. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
 - K. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.
 - L. It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussions and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.
- 1) Purpose of Educator Evaluation
- A) This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
 - B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) Definitions (* indicates definition is generally based on 603 CMR 35.02)
- A) *Administrator: Any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et. seq., and who is not employed under an individual employment contract. Administrator roles can include such roles as principal/assistant principal, superintendent/assistant superintendent, district coordinators, supervisors, department heads and program directors. The parties may agree through collective

bargaining to identify other employees as administrators for the purposes of the evaluation process.

- B) *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate knowledge and skills with respect to specific performance standards.
- C) Assessment of Student Learning, Growth and Achievement: Any demonstration of student knowledge and skill attainment, which may include, but are not limited to, informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, Common Assessments, portfolios or multi-stage projects.
- D) 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, social workers, school psychologists, speech and language pathologists, occupational or physical therapists, and some reading specialists and special education teachers.
- E) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, health and physical education and may also include special education teachers and reading specialists who teach whole classes.
- F) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any durations that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- G) *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.
- H) DESE: The Massachusetts Department of Elementary and Secondary Education
- I) *Educator(s): Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.
- J) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) Developing Educator Plan shall mean a plan developed by the Educator and the Principal for one school year or less for an Educator without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of an Principal, for an Educator with PTS in a new assignment.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Principal or designated Administrator of at least 30 school days and no more than 90 school days for Educators with PTS who are rated unsatisfactory, developed by the Principal with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- K) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using evidence 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").
- L) *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Principals have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.
- i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation. The primary Evaluator shall carry out the tasks identified in paragraph "ii" below if there is no supervising Evaluator. This person shall be the Principal.
 - ii) Primary Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Principal at the end of the Educator Plan.
 - iii) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is primarily assigned or assigned most of the

lime. The principal of each building in which the Educator serves must review and sign the evaluation.

- iv) Notification: The Educator shall be notified in writing of his/her primary Evaluator at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the Educator. The reasons why such change is taking place will be stated in the written notification.
- M) 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.
- N) *Experienced Educator: An educator with Professional Teacher Status (PTS).
- O) *Family: Includes parents, legal guardians, foster parents, or primary caregivers.
- P) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- Q) *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.
- R) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to performance standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Primary Evaluators, or by teams, departments, or groups of Educators who have the same role.

The term Team shall mean, including but not limited to: Elementary Grade Level Teams, Specialists Teams, Middle School Teams, High School Departments, Vertical Teams, and Content Area Teams.
- S) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- T) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores.
- U) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Principal and may include examination of artifacts of practice including student work. An

observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the conditions and protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities are not observations as defined in this Article. It is understood that an administrator's judgments regarding an Educator's practice pursuant to such supervisory responsibilities may not be used as evidence to support a Needs Improvement or Unsatisfactory rating unless there is feedback and discussion with the Educator as provide in this Agreement.

- V) Parties: The Association and the School Committee are parties to this agreement.
- W) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to describe a fully effective educator.

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

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

- X) *Performance Standards: Locally developed standards and indicators pursuant to MGL c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those defined in 603 CMR 35.03.
- Y) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to MGL c. 71, § 41.
- Z) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined

measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012.

- AA) Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Principal's judgment of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- BB) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. The rubric consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 35.03
 - iii) Elements: Defines the individual components of each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- Through negotiation, the parties may adapt elements or descriptors for different Educator roles, consistent with the regulations.
- CC) *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 Principal's judgments of the Educator's performance against performance standards and the Educator's attainment of goals set for in the Educator's Plan
- DD) *Superintendent: The person employed by the school committee pursuant to MGL c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

- EE) Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3a, b and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, regular classroom teachers, librarians, guidance counselors, or school nurses.
- FF) *Trends in student learning: At least two years of data from the district- determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include, but not limited to:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the State Mandated Assessment Student Growth Percentile (SGP) or ACCESS gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Principal for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures should be based on the Educator's role and responsibility.
 - v) Educators with Students who are not in compliance with the Duxbury Public School attendance policy, may submit evidence of student work/ classroom assessments to verify that students who met the attendance policy showed growth.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of any duration.

- ii) Announced observations of practice.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence compiled and presented by the Educator or the Principal, including, but not limited to:
- i) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - ii) Evidence of active outreach to and engagement with families;
 - iii) Evidence of progress towards professional practice goal;
 - iv) Evidence of progress toward student learning outcomes goal.

Over the course of the Educator Plan, the educator will submit no less than twelve (12) artifacts in total: three (3) artifacts of evidence for the Student Learning goal, Professional Practice goal and Standards 3 and 4 contained in the Evaluation Rubric for Educators.

- D) Additional evidence relevant to one or more Performance Standards, including, but not limited to:
- (i) Student Feedback - see # 24, below; and
 - (ii) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by DESE.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, all Educators and all Evaluators must complete a training workshop arranged by the district that outlines the components of the new evaluation process and an explanation of the evaluation cycle. The district through the Superintendent shall determine the type and quality of training. The district will assure that all Evaluators have been trained following the guidance by DESE within one (1) year of employment.

- B) By October of the first year of this agreement or one's employment, all Educators shall complete a professional learning activity about self-assessment and goal-setting.
- 6) Evaluation Cycle: Orientation
- A) Prior to the start of the evaluation process, the superintendent or designee shall conduct a meeting focused substantially on educator evaluation. The superintendent or designee shall:
 - i) Provide an overview of the evaluation process.
 - 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 or in the following years.
- 7) Evaluation Cycle: Self-Assessment
- A) Both the Self-Assessment and the Goal Setting shall be completed no later than October 1st of each school year. It is understood that the Self-Assessment portion must be completed prior to the beginning of the Goal Setting process. A reasonable amount of time shall be given so that these two cycles will be completed in a timely manner.

Nothing herein shall prevent an educator from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the October deadline. Educators are encouraged to complete this process as soon as s/he is prepared.
 - B) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator, if requested, a self-assessment within weeks of the start of the school year.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment and rating of practice against each of the four performance standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:

(1st) At least one goal directly related to improving or enhancing the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

C) 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. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator within a reasonable amount of time from the Educator's first day of employment to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must be directly related to induction and mentoring activities.
- iii) Unless the Evaluator indicates that Educators in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, 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 area team goals.

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

- A) Every Educator has an Educator Plan that includes at least one goal related to the improvement of practice; one goal for the improvement of student learning, and an action plan with benchmarks for goals established in the Plan. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Principal shares with the Educator. The parties agree to negotiate the process for determining the Educator's impact on student learning, growth and achievement after DESE issues guidance on this matter.

- C) The Evaluator retains final authority over the goals to be included in the Educator's Plan.
- i) Educators in the first year of their employment will meet with their Evaluator within a reasonable amount of time from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation, including Goal Setting and the Educator Plan. Depending upon the Educator's date of hire, the Evaluator will make every effort to have this meeting so that the Educator can meet the October deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator. The Evaluator shall document the meeting and place in the Educator's file documentation of the materials provided.
 - ii) All other Educators in the same school may meet with the Evaluator in teams and/or individually within the specified timeframe above of each academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - iii) For those Educators new to the school, the meeting with the Evaluator to review the Educator Plan must occur within a reasonable amount of time from the start of their assignment in that school, but in any case prior to the first observation.
 - iv) 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.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators without PTS
- In the first, second and third year of practice or first year assigned to a school:
- i) During years one and two, The Educator shall have at least two (2) announced observation and 3 unannounced during the evaluation cycle using the protocol described in section 11B, below.
 - ii) During year three The Educator shall have at least (2) unannounced observations and 1 announced during the evaluation cycle.
- 10) Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS
- A) The Educator whose overall rating is proficient or exemplary must have at least one(1) unannounced observation during the evaluation cycle.
 - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations.

- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. In no case shall there be fewer than one (1) announced and four (4) unannounced observations.
- 11) Observations
- A) Evaluators
 - i) The evaluation form will be employed in the evaluation of all staff covered by the Collective Bargaining Agreement between the Duxbury Teachers Association and the Duxbury School Committee. Hereafter, all such staff shall be referred to as Educators.
 - ii) The Primary Evaluator must be an Administrator. S/he shall be responsible for the final written evaluation.
 - iii) Evaluators may be drawn from the following: Principals, Vice/Assistant Principals, appropriate Department Heads/Supervisors/Directors, properly trained administrators contracted through the Duxbury Public Schools.
 - iv) The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation and have, or have available to them, expertise in the subject matter and/or areas to be evaluated.
 - B) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations.
 - ii) Each Educator will receive no fewer than the minimum prescribed amount of unannounced observations, as written in sections 9 & 10 above, throughout the course of a given evaluation cycle. It is understood that Evaluators may make more frequent classroom visitations; however, receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.
 - iii) The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered by the school email to the Educator, or in person, if requested by either the Evaluator or the Educator. This discussion shall take place at a mutually convenient time (not during lunch) and away from students and colleagues.
 - iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

C) Announced Observations

All non-PTS Educators in the school, PTS Educators on a Directed Growth or Improvement Plan, and other educators at the discretion of the evaluator shall have at least two 1 announced observation.

1. Observations

- a) All educators shall have electronic access to a copy of the appropriate evaluation rubric(s) and any forms to be used for the overall evaluation. This material shall be supplied to the educator by the opening of school.
- b) 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.
- c) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - i. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan, or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - ii. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

2. PTS Teacher

- a) Teachers with professional status in a 1-year self-directed or directed growth plan will have at least two (2) unannounced observation per year for the purpose of evaluation.
- b) Teachers with professional status in a 2-year self-directed plan will have (1) unannounced observation in the second year of said plan.
- c) Additional observations may be scheduled as appropriate.

D) Post-Observation

- i) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due

to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

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

- 1st Describe the basis for the Evaluator's judgment.

- 2nd Describe actions the Educator should take to improve his/her performance.

- 3rd Identify support and/or resources the Educator may use in his/her improvement.

- 4th State that the Educator is responsible for addressing the need for improvement.

- iii) The observer must sign the observation form.
- iv) The Educator will sign the observation form(s) and may comment on any aspect of said form(s).
- v) The Educator's signature does not necessarily indicate agreement with the contents.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. The Evaluator is expected to make frequent unannounced visits to classrooms and give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment is replaced by the Formative Evaluation at the end of year one. See section 13, below.
- C) The Formative Assessment provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on the four standards of practice and overall, or both.

- D) No fewer than ten (10) school days prior to the due date for the Formative Assessment, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator any additional evidence relevant to any of the standards and indicators.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Assessment.
 - F) The Educator may reply in writing to the Formative Assessment within the (10) school days of receiving the report. In any event the Formative Assessment must be signed and returned within ten (10) school days of receipt of the report.
 - G) As a result of the Formative Assessment, the activities in the Educator Plan may be changed by the Evaluator.
 - H) If the rating in the Formative Assessment differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 13) Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only
- A) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation near the end of the first year of the two- year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.
 - C) No fewer than ten (10) school days prior to the due date for the Formative Evaluation, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.

- D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Evaluation.
 - E) The Educator may reply in writing to the Formative Evaluation within ten (10) school days of receiving the evaluation. In any event the Formative Assessment must be signed and returned within ten (10) school days of receipt of the report.
 - F) As a result of the Formative Evaluation, the activities in the Educator Plan may be changed by the Evaluator.
 - G) If the rating in the Formative Evaluation differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) Evaluation Cycle: Summative Evaluation
- A) The evaluation cycle concludes with a summative evaluation. For Educators on a one or two year Educator Plan, the summative must be completed by June 10th.
 - B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
 - C) The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives.
 - D) The summative evaluation rating must be based on evidence from multiple categories of evidence. State mandated assessment Growth scores shall not be the sole basis for a summative evaluation rating.
 - E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
 - F) No later than one (1) month prior to the due date for the Summative Evaluation, which due date shall be May 10th for non-PTS and June 10th for PTS Educators, if requested, will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals.
 - G) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.
 - H) The Evaluator shall complete the Summative Evaluation and provide a copy to the Educator in person.

- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
 - J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
 - K) Upon mutual agreement, the Educator and the Evaluator will schedule a separate meeting to develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation.
 - L) The Educator shall sign the final Summative Evaluation by June 10th. The signature indicates that the Educator received the Summative Evaluation within ten (10) school days of receipt of the written evaluation. The signature does not indicate agreement or disagreement with its contents.
 - M) The Educator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation.
 - N) A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.
- 15) Educator Plans - General
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement or enhancement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals, including 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, implementing new programs, etc; and
 - iv) Action plan with benchmarks for goals established in the Plan.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) Educator Plans: Developing Educator Plan
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new subject area/grade assignments.
 - B) Educators with PTS who are teaching a different subject and/or grade may be assigned a Developing Educator Plan by the Evaluator for their first year in the new position.
 - C) The Educator shall be evaluated at least annually.
- 17) Educator Plans: Self-Directed Growth Plan
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 20142015 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 20142015 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) Educator Plans: Directed Growth Plan
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
 - B) The length of the Plan shall be up to one full school year cycle.
 - C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - D) The Educator shall receive a summative evaluation at the end of Plan.
 - E) A decision on the Educator's status must be made no later than May 15th of the school year in which the Educator is on the Directed Growth Plan.
 - i) If the Educator's overall performance is rated at least proficient, he/she shall be placed on a Self-Directed Growth plan.

- ii) If the Educator's overall performance is not sufficiently improved to the level of proficiency, he/she shall be rated unsatisfactory and shall be placed on an Improvement Plan.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no more than ninety (90) school days. In the case of an Educator receiving a rating of unsatisfactory at the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. The District shall pay the cost, if any, of any course, conference or other activity agreed upon by the parties.
- C) The Educator shall receive a summative evaluation at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, establish deadlines to check progress, and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Notification to the Educator within ten (10) school days of the completion of a formative assessment, formative evaluation, or a summative evaluation that the Evaluator is placing the Educator on an Improvement Plan.
 - ii) A meeting set by the Evaluator with the Educator to develop and write a plan for improvement that must include the provision of specific assistance; however, the Evaluator shall retain final approval of the plan.
 - iii) The Educator may request that a representative of the Association attend the meeting(s). On behalf of the Educator the Association may participate in the development of the Plan.
 - iv) The Association President shall be informed that an Educator has been placed on an Improvement Plan.

- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
 - vii) Include the signatures of the Educator and the Evaluator.
- H) A copy of the approved Plan shall be provided to the Educator and the Evaluator. In any event the approved Plan must be signed and returned within ten (10) school days of receipt of the Plan.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than ten (10) days after the completion of the Plan. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan for the next academic year.
 - (b) If the Evaluator determines that the Educator has improved his/her practice to the level of needs improvement, he/she shall be on a Directed Growth Plan the next academic year.
 - (c) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) Timelines

A) Non-PTS Educators / PTS one year Educator Plans

Activity: Completed By:

Mandatory meeting for new hires to explain evaluation process August

First announced observation by 12/15

Meeting for late new hires to explain evaluation process (after this date, district administrators are responsible for this activity)

Formative Assessment Report by 1/31

Evidence due 4/10

Completion of Required Observations by 4/30

Summative Evaluation Report by 5/10

Summative Evaluation Meeting, if any by 5/15

Summative Evaluation Report signed by all parties

Statutory deadline for non-renewal of non-PTS educators by 5/15

B) Educators with PTS on Two-Year Plans

Activity: Completed By:

Announced Observation during year one

Evidence completion by 5/10

Completion of Observations by 5/31

Notification of placement on a Directed Growth Plan by 6/1

Formative Evaluation Report by 6/10

Formative Evaluation Meeting, if any by 6/15

Summative Evaluation Report by 6/10

Summative Evaluation Meeting, if any by 6/15

Summative Evaluation Report signed by all parties

Transition language

C) Educators on Plans of Less than One Year

The timeline for Educators on Plans of less than one year will be established in the Educator Plan. In no case will the Summative Evaluation be completed after May 15th unless the Plan goes beyond the May 15th date.

21) Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. An Evaluator, considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation, shall confer with the Superintendent by May 15th. The Evaluator's decision is subject to review and approval by the superintendent.

There is no interest or Intent to deny an Educator rights under M.G.L. chapter 71, 41.

B) Other issues relevant to Career Advancement are subject to and may be addressed in collective bargaining.

22) Rating Impact on Student Learning Growth

The Rating Impact on Student Learning Growth based on District-determined measures of student learning, growth and achievement is to be bargained.

23) Using Student Feedback in Educator Evaluation

Educators shall establish an age-appropriate method for seeking student feedback prior to setting goals for the next educator plan. Feedback from surveys or other appropriate methods shall be used solely by the educator to inform their practice and self-assessment and goal setting for the subsequent educator plan. At no time shall such information be used by evaluators in the evaluation process, and there will be no consequences for not sharing this data.

24) Using Staff Feedback in Administrators Evaluation

Using Staff feedback in Educator Evaluations is to be bargained (DESE will provide direction and guidance by July 1, 2013.)

25) General Provisions

A) Only Educators who are licensed may serve as Evaluators of Educators.

- B) Except when the safety of students or staff is an immediate concern and the Evaluator must immediately and directly intervene, 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.
- C) The Superintendent shall insure that Evaluators have training in the requisite skills in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator to discuss the disagreement. Should the Educator request such a meeting, the Evaluator must meet with the Educator. If requested by the Educator, the Association shall participate in the meeting.
- E) The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:
 - i. To jointly review the Evaluation Procedure no later than July 1st of each school year. For this purpose, the Parties agree to set two (2) dates in the second half of the school year, and prior to July 1, to meet and discuss the evaluation procedure.
 - ii. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
 - iii. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.
 - i. It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussion and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.
- F) Violations of this article are subject to the grievance and arbitration procedures.