

**GEORGETOWN PUBLIC SCHOOLS  
GEORGETOWN, MASSACHUSETTS**

**SEPTEMBER 1, 2015**

**to**

**AUGUST 31, 2018**

**CONTRACT AGREEMENT**

**between**

**THE GEORGETOWN EDUCATION ASSOCIATION**

**and**

**THE GEORGETOWN SCHOOL COMMITTEE**

**GEORGETOWN PUBLIC SCHOOLS**

**Georgetown, Massachusetts**

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## **CONTRACT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT IS MADE THIS 6<sup>th</sup> day of June, 2012, by the SCHOOL COMMITTEE OF GEORGETOWN MASSACHUSETTS (hereinafter sometimes referred to as the Committee) and the GEORGETOWN EDUCATION ASSOCIATION (hereinafter sometimes referred to as the Association).

## **PREAMBLE**

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Georgetown, and that good morale within the teaching staff of Georgetown is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:
  - a. Under the laws of Massachusetts, the Committee elected by the citizens of Georgetown, has final responsibility for establishing the educational policies of the public schools of Georgetown, Massachusetts.
  - b. The Superintendent of Schools of Georgetown (hereinafter referred to as Superintendent) has responsibility for carrying out the policies so established.
  - c. The teaching staff of the public schools of Georgetown has responsibility for providing in the classrooms of the schools education of the highest possible quality.
  - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff, and so on.
  - e. To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE I - SCOPE**

1. For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation for collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees as such employees are defined in Chapter 150E of the General Laws of Massachusetts, except Principals, Assistant Principals, Director of Special Education, Director of Curriculum and Instruction, Director of Finance and Operations, Nurse Leader and Director of Athletics.
2. Compensation and other conditions of employment subject to the provisions of this Contract, the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

## **ARTICLE II - DUES DEDUCTION AND AGENCY FEE**

1. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of

Georgetown all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

2. The Committee agrees to require, as a condition of employment, that all teachers except those teachers certified as members to the Committee by the Association pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined solely by the Association and which amount shall be certified annually to the Committee by the Association.
3. The monies referred to shall be remitted to the Association Treasurer by the school department on or before the tenth (10th) day following the issuance of the paycheck from which the deductions were made.
4. The Association will be provided with the names and addresses of all unit members within ten (10) days of the opening of school each September.
5. The Association shall indemnify and save the Committee and/or the Town of Georgetown harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to paragraphs 2 and 3 of this Article.
6. Sign-up for tax-sheltered investments shall be made available to all bargaining unit members once during the school year. (Beginning in September for ninety [90] days.)

### **ARTICLE III - GRIEVANCE PROCEDURE**

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved: and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

LEVEL ONE: An employee with a grievance will present it to his/her Principal either directly or with a representative of the Association. In the event that the employee is not directly responsible to an individual Principal, then he/she will present it to his/her immediate supervisor.

LEVEL TWO: If at the end of ten (10) school days next following such presentation the grievance is not resolved to the satisfaction of the grievant, the employee and a representative of the Association may within ten (10) school days thereafter present the grievance in writing to the Superintendent, who shall meet to discuss the grievance with the employee and the President of the Association or his/her designee within ten (10) school days after receipt of the written grievance.

LEVEL THREE: If at the end of ten (10) school days next following the meeting with the Superintendent, the grievance is not resolved to the satisfaction of the grievant, the employee may within ten (10) school days thereafter present the grievance in writing to the School Committee, which shall, with the Superintendent, meet with the employee and/or counsel, and/or an authorized representative of the Association, within twenty (20) school days in an effort to settle the grievance.

LEVEL FOUR: If the grievance is not resolved to the satisfaction of the employee and the Association within twenty (20) school days after the meeting with the Committee, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, within twenty (20) school days, submit the grievance to the American Arbitration Association for binding arbitration in accordance with the procedure set forth in Article IIIA.

2. If at the end of the fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth in Section 1 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section I.
3. If any employee covered by this Contract shall present any grievance without representation by the Association the disposition, if any, of the grievance shall be consistent with the provisions of this Contract and, if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
4. No written communication, other document, or the record relating to any grievance shall be filed in the personnel file maintained by the School Department of Georgetown for any employee involved in presenting such grievance.

#### **ARTICLE IIIA - ARBITRATION**

1. In the event the Association submits a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree, within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules now, or hereafter, in effect. The Voluntary Labor Arbitration Rules shall also govern the procedure at any arbitration hearing.
2. The fees of the American Arbitration Association and of the arbitrators and the expense of any required hearing shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representative, participants, witnesses, and for the preparation and representation of its own case.
3. The Arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee, the Association, and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.
4. The parties may, by mutual agreement, submit more than one (1) pending grievance to the same arbitrator.

#### **ARTICLE IV - VACANCIES AND PROMOTIONS**

1. Whenever any vacancy in a professional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Teachers' Lounge Bulletin Board in every school. During the months of July and August, written notice of any such vacancy will be mailed to the Association President and posted in the Superintendent's and Principals' offices. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth.
2. All qualified teachers of the Georgetown School System will be given fourteen (14) days from the date of posting to make application for such positions, and the Superintendent and/or Principal agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in a school system and other relevant facts.
3. Whenever a vacancy in a professional position occurs, it will be filled by a temporary or permanent appointment within thirty (30) days. A permanent appointment must be made within a reasonable period of time. Teachers who have applied in writing for such positions will be notified in writing by the Superintendent of the action taken regarding their application within thirty (30) days. Teachers who are refused such positions are entitled to an interview with the Superintendent and/or Principal for the purpose of learning the reason for the action taken, as perceived by the Superintendent and/or Principal.
4. Appointments will be made without regard to race, color, religious creed, national origin, gender, sexual orientation, genetic information, ancestry, age, or political affiliation.

#### **ARTICLE V - POSITIONS IN SUMMER AND EVENING SCHOOLS**

1. All openings for summer school and for positions under Federal Programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions in writing will be notified in writing by the Superintendent of the action taken regarding their applications within thirty (30) days.  
  
A statement giving these dates during which proposals for summer curriculum projects will be accepted will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have submitted proposals will be notified by the Superintendent of action taken regarding their proposals with thirty (30) days.
2. Positions in the Georgetown Summer and Evening Schools will, to the extent possible, be filled by regularly appointed teachers in the Georgetown School System.
3. 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 in the Georgetown School System, and previous summer school and evening school teaching experience.

#### **ARTICLE VI - TEACHER EMPLOYMENT**

1. Full credit consideration will be given for continuous previous outside teaching experience upon employment. Consideration will also be given for teaching experience in established programs of the Peace Corps, Vista, or military service.

## **ARTICLE VII - TEACHER ASSIGNMENT**

1. Teachers will be notified in writing of their teaching assignments, the schools to which they will be assigned, the grades that they will teach, and any special or unusual class that they will have, no later than July 15 whenever possible. It is understood, however, that teaching assignments may change from time to time due to unforeseen circumstances.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
3. Teachers who desire a change in grade or subject assignment will file a written statement of such desire with the office of the principal not later than April 1. Such statement will include the grade and/or subject to which the teacher desires to be assigned. Not later than one (1) week prior to the end of school, the principal will notify each teacher of the action taken in regard to his request for a change and will discuss the reasons for such action.
4. Teacher assignments will be made without regard to race, color, religious creed, national origin, gender, sexual orientation, genetic information, ancestry, age, or political affiliation.
5. Teachers who are assigned to duties in more than one (1) school in any school day shall be paid at the current IRS rate per mile if they use their own vehicle for the purpose of driving between schools.
6. No teacher shall be required to perform duties which occur off of school property.

## **ARTICLE VIII - TEACHING HOURS AND TEACHING LOAD**

1. The starting and dismissal times for students shall be as follows:
  - a. Perley Elementary School 8:40 a.m. - 2:45 p.m.
  - b. Penn Brook Elementary School 8:40 a.m. - 2:45 p.m.
  - c. Middle/Senior High School 7:30 a.m. - 2:15 p.m.
  - d. Pre-K 9:00 a.m. – 3:00 p.m.

Said starting and dismissal times are subject to modification by the School Committee, but in no event shall the teacher workday be lengthened.

- 2a. The workday of classroom teachers will begin five (5) minutes before the official starting time for students. Elementary teachers shall be permitted to leave thirty (30) minutes and middle/high school teachers ten (10) minutes after the closing of the student school day.
- 2b. At the Perley Elementary School teachers will be on duty an average of five (5) minutes before or after the school day.

At the Penn Brook School members will be available for dismissal duty until 3:00 PM. There will be a rotation of five (5) members to remain on dismissal duty from 3:00 PM to 3:15 PM only if needed. The principal will post the rotation monthly. Teachers are not responsible for monitoring students who are involved in a non-school activity (i.e., ski program). Health concern for unit members on outside duty will be brought to the attention of the principal, and if requested, the member will have the right to be relocated inside the building. A doctor's note will be provided if requested by the principal. Members continue to have the Friday flexibility of leaving before 3:15 PM, provided the student dismissal has been completed. Penn Brook teachers shall have a 40-minute duty free lunch and no AM duties.



Either party may, upon ten (10) days notice to the other, reopen this Agreement should the Commonwealth of Massachusetts make any changes in the time and learning standards promulgated to date.

- 2c. The Committee will institute a voluntary pilot "flex time" program. The schedule of a teacher who volunteers to participate in the pilot program may be subject to modification, but in no event shall the teacher's workday be lengthened.
3. Teachers will have a duty-free lunch period of at least thirty (30) minutes per day. Effective September 1, 1996 lunch/recess time at the elementary level shall be reduced by ten (10) minutes per day from that in effect during the 1995-1996 school year, and the fifteen (15) minute recess at the Perley and Penn Brook Schools shall be eliminated.
- 4a. All teachers in the Senior High School, exclusive of department heads, will, in addition to their lunch period, normally have no more than the following teaching assignments:

Five (5) teaching periods per day

One (1) preparation period per day

One (1) duty period or departmentally directed meeting. Assigned study hall, corridor duty occurs three [3] days out of a seven-day cycle. Corridor duty will not change without meeting and consultation with the Georgetown Education Association. Corridor duty will include two sweeps of the assigned area; one at the beginning and one at the end of the period for 3 of the seven days in the cycle. All teachers will be required to stand in front of their classroom doors between classes during passing time to provide an adult presence. Departmentally directed meetings occur three (3) days out of a seven-day cycle.

Departmentally directed meetings shall occur for a period of ninety (90) days in each school year that the present schedule remains in effect, and shall include the following:

- Define department goals and objectives.
- Examine and discuss curriculum frameworks for subject areas.
- Identify appropriate professional development areas around curriculum and instruction and discuss with the Curriculum Director.
- Revise curriculum to align with Frameworks.
- Review and recommend course changes and/or new courses.
- Review curriculum guides for all courses after they have been developed.
- Develop scope and sequence for all courses within the department.
- Identify, discuss, and design forms of alternative assessment which meet state Frameworks and MCAS requirements.
- Discuss timeline and budget for above.

The Curriculum Director will attend and participate in these meetings and shall have the opportunity to contribute to the agenda. The building principal will be provided agendas and minutes of the meetings on the form provided in Appendix K.

- 4b. Middle school teachers of language arts, mathematics, reading, science, social studies, and special education will, in addition to their lunch period, have the following teaching assignments:

Five (5) teaching periods per day

One (1) preparation period per day

One (1) team period for four (4) days in a seven-day cycle; the schedule and agenda of the team period to be determined by the "core team," as defined above.

The Principal or his/her designee will assign supervisory duties as defined in Section 4a during 2 days out of the 7-day cycle.

In the event that no reasonable coverage is available, study hall coverage can be assigned during team time. Study hall coverage can be assigned a maximum of one (1) team period within a four-day rotation of team periods.

- 4c. Middle School Team Leaders: Team Leaders will be responsible for the development of core team design for their specific grade level and lead all scheduled team meetings focusing on the following topics: curriculum; instruction; assessment; special education and guidance; student work; parent interaction, and planning. Team Leaders will attend monthly meetings with administration and will be responsible for the planning, preparation and communication for class trips. Middle School Team Leaders shall not be assigned duties.

- 4d. The administration shall continue the present practice of scheduling part-time teachers for classes and/or study halls within a block of consecutive periods whenever practicable. Part-time teachers shall have duties, preparation time, and meeting responsibilities in direct proportion to the percentage of teaching time for which they are compensated. A reasonable effort will be made to schedule consecutively the teaching, preparation, and duty responsibilities of part-time teachers.

5. Departments Heads:

- a. Department Heads are personnel charged with the responsibility of specific subject contents of areas from Grade 6 through 12.
- b. Department Heads in departments of less than three (3) may be required to carry a normal teacher load.
- c. The Department Head shall discuss with the principal all facets of his/her department and conferences between both shall be held at mutually convenient times.
- d. The Department Head shall share responsibilities for supervision of teachers and classrooms; orientation of new teachers to the curriculum and department procedures; developing and revising curriculum guides; assisting, whenever possible, in the selection of new teachers; evaluation of the program; submitting budgets for the department to the Principal of the school; presenting purchase orders for approval; accounting for equipment, materials and textbooks; articulation with the elementary schools, middle school, colleges, universities; planned meetings; recommending in-service programs and workshops to the Principal and/or Superintendent; providing leadership and direction to same; attending professional meetings as approved by the Principal and/or Superintendent; and submitting reports as directed by the Principal and/or Superintendent. The Department Head shall fulfill his/her duties as described herein to the satisfaction of his/her supervisory Principal.

- e. Department Heads in Middle/High School will, in addition to their lunch period, have no more than the following teaching assignments:

Four (4) teaching periods per day. Remaining time will be devoted to the discharge of department functions.

Department Heads shall work four (4) days in the summer at their per diem rate. The building principal and the department head will mutually agree upon the scheduling of said four (4) days.

- f. All Department Heads shall be trained in the evaluation process.
6. Middle/High School teachers will not ordinarily be required to teach more than two (2) subjects, nor more than a total of three (3) teaching preparations within said subjects at any one time.
  7. Every attempt will be made to keep to an absolute minimum the number of different teaching rooms to which Middle/High School teachers are assigned.
  8. School time will be provided for Middle School teams to meet to make recommendations for student placement schedules for the following academic year.
  9. In the event that a Middle/High School teacher is assigned to teach a sixth (6<sup>th</sup>) course for a full year or a full semester, s/he shall be compensated at twenty per cent (20%) of his/ her base compensation earned during the time period in which the course is taught.
  10. All elementary members, shall be guaranteed a minimum of two hundred (200) minutes per week of preparation time. One prep period a week will be used for grade level meetings, and/or grade level and/or intra-grade planning. The principal shall schedule no more than two (2) meetings per month during this team/preparation time.  
  
Building principals will attempt to provide elementary teaching specialists with reasonable preparation time. Concerns will be brought to the attention of the Superintendent.
  12. The Committee shall employ a sufficient number of part-time teachers' aides to relieve all teachers of all cafeteria duty, provided that teachers be available on an emergency basis to assist in the cafeteria.
  13. The work year of teachers covered by the salary schedule set forth in Appendix A shall be no more than one hundred eighty-five (185) work days for teachers new to Georgetown and one hundred eighty-four (184) work days for teachers who have had experience in the Georgetown School System. Three (3) of these days shall be full staff development days, and one (1) day for new teachers will be an orientation day.  
  
The Committee will notify the Association of its intent to begin school before Labor Day on or before January 1<sup>st</sup> preceding the subsequent school year.  
  
The agenda for professional development days shall be sent to the President of the Association for informational purposes at least ten (10) school days prior to their occurrence.
  14. Unit members will attend up to three (3) evening activities each school year as determined by the District.
  15. Effective September 1, 2015 the Mentor Supervisor will receive a stipend of two thousand dollars (\$2,000) per year with one (1) in-service credit plus fifteen (15) PDP's. A teacher mentor will

receive a stipend of one thousand dollars (\$1,000) per mentee per year with one (1) in-service credit plus fifteen (15) PDP's.

All communications between the mentor and the mentee are confidential.

### **ARTICLE IX - TEACHER EVALUATION**

The parties have agreed to an evaluation instrument, which is incorporated by reference into the collective bargaining Agreement. (See APPENDIX 1.)

1. The parties agree that the observation and evaluation of the teaching staff shall be for the primary purpose of improving the effectiveness of the teachers. It is also urged that all observations be followed up by a conference at the earliest possible convenience for both the supervisor and the teachers.
2. All observation of the teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher. No evaluation of any teacher by any supervisor shall be considered final until the supervisor shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly after the second observation request that he/she be observed again. No teacher shall receive adverse comments orally from any observer in the presence of pupils.
- 3a. A teacher will have the right, upon request, to review the contents of his/her personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
- 3b. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to a 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.
4. The GSC and GEA agree to commence negotiations in October, 2012. The goal of these sessions is to align the evaluation system for teachers in accordance with the new state regulations.

### **ARTICLE X - RIGHTS OF TEACHERS WITHOUT PROFESSIONAL TEACHER STATUS**

1. Teachers without professional status who will not be re-appointed must be notified in writing on or before June 15 that they will not be reappointed for the following year.
2. Upon written request, the Superintendent and/or Principal will grant the teacher one (1) personal interview for the purpose of learning the reasons as perceived by the Superintendent or principal for his/her failure to be re-elected. The teacher and Superintendent or Principal are each entitled to representation. Such appearance will be within fifteen (15) calendar days of the request.

## ARTICLE XI - MEMBERS' RIGHTS

1. No teacher having professional teacher status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without due cause.

## ARTICLE XII - CLASS SIZE

1. The Committee agrees that every effort will be made to limit class size to reasonable numbers according to the following:

Teachers of full five (5) credit subjects or their equivalent.

The maximum student load per teacher on a secondary or a departmentalized level will not exceed 625-655 per week (average of 125-131 students per day).

Teachers of full five (5) credit subjects or their equivalent will teach five (5) classes, each meeting five (5) times per week for a total of twenty-five (25) periods per week or the equivalent.

The maximum class size in subjects meeting more frequently than five (5) times per week will reflect a proportion consistent with the above figures.

### Teachers of special subjects:

The maximum student load per teacher in special subjects or areas where classes meet fewer than five (5) times per week will not exceed an average of 135-141 students per day.

### Teachers who have some full five (5) credit subjects and some special subjects:

The student load of such teachers will reflect an average consistent with the above figures.

### Teachers on elementary levels:

Maximum teacher load will not exceed ninety (90) students per day based on the total number of students in homeroom, mathematics and language arts classes.

Exceptions to these provisions are permissible by mutual agreement between the Principal and the teacher involved. In the event that such agreement is not reached, exceptions may be made by agreement between the Association and the Superintendent.

## ARTICLE XIII - SICK LEAVE

1. Teachers will be entitled to sixteen (16) sick-leave days per year and said leave shall accumulate from year to year without limitation. New teachers on the first day of school will be granted leave on a pro-rated basis. Part-time teachers who work five (5) days per week shall accrue the same amount of sick days as full time teachers. Part-time teachers working less than five (5) days per week shall receive sick leave proportionate to the amount of sick leave received by a full time member. For example, a .8 unit member working only four (4) of the five (5) weekdays shall receive .8 (or 80%) of the sick leave days.
2. In addition to personal illness or injury, sick leave may be utilized for the following purposes:

- a. Two (2) days when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care
  - b. Five (5) days for a critical illness in the immediate family.
3. Each teacher will be notified upon request of the number of sick-leave days accumulated thus far and the number of sick-leave days he/she has used during the school year. The dates when sick leave was taken will be included.
  4. In recognition of dedicated service to the children of Georgetown, any teacher covered by this Agreement who has taught for fifteen (15) continuous years in the Georgetown School System, may obtain an increase in compensation in the final year of teaching by following the established procedure.

Continuous service shall not include time spent on leaves of absence.

Eligible teachers who desire to participate in this program will notify the Superintendent of Schools by November 1 of the school year in which they intend to retire of their intention to retire under the provisions of the Massachusetts Teachers' Retirement Act. If such notice is submitted in writing by November 1, then, at the conclusion of the final year of teaching, all accumulated sick leave shall be wiped off the books and in lieu thereof the individual concerned will receive thirty dollars (\$30.00) per day for each sick leave day surrendered in lump sum payment on or about July 1.

In the event the individual fails to retire under the provisions of the Act immediately at the conclusion of the school year (unless prevented from doing so by death) the teacher will agree in writing to repay to the Town of Georgetown the differential between the salary which was actually received under the provisions of this section and that which the teacher would have received had he/she not submitted the intention to retire, said amount to be deducted from the final summer paycheck of the school year.

It is understood that the giving of a notice of intent pursuant to this provision is irrevocable, and that the teacher giving such notice shall be required to retire at the conclusion of the school year, except if extraordinary changes in the teacher's family or personal life require the teacher to continue teaching. The term "extraordinary" shall be interpreted in accord with the definition in Webster's International Dictionary.

This benefit will be paid to the estate of any teacher who follows the above procedure but dies prior to receipt of the benefit.

This Section 4 of the Agreement shall not apply to anyone who begins employment in the Georgetown Public Schools on or after September 1, 2012.

5. Along with the initial paycheck in September, each teacher shall receive a written accounting of his/her accumulated sick leave.

#### **ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE**

1. Teachers will be entitled to the following temporary leaves of absence with pay each school year unless otherwise stated:

- a. It is recognized by all that absences by regular teachers from the classroom may interrupt the educational process and must, therefore, be held to an absolute minimum. In each school year, however, up to three (3) days of sick leave may be utilized for imperative personal business, legal obligations or religious holidays which could not effectively be conducted outside of school hours.

Though reasons do not have to be cited, except as provided hereafter, notification of dates for such leaves must be made in writing to the Superintendent not less than seventy-two (72) hours before such absence occurs whenever possible. Personal leave which extends a holiday or vacation period shall be at the discretion of the Superintendent.

No half days will be granted for personal leaves of absence.

- b. Upon request, a teacher may be given at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, such leave to be granted at the discretion of the Superintendent.
  - c. A maximum of fourteen (14) days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the state or federal government.
  - d. Up to five (5) days at any one (1) time in the event of a death in the immediate family. In the event of a death, other than in the immediate family, up to five (5) days may be allowed at the discretion of the Superintendent.
  - e. For any employee absent for six (6) consecutive school days, the Superintendent or Building Principal shall have the right to request a physician's certificate of illness and fitness to return to work from the employee.
  - f. Upon the immediate birth or adoption the father shall be granted 10 days paid leave charged to accumulated sick time for the purposes of child-rearing.
2. Teachers who are called to jury duty in any county in which jury duty is required shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury-duty pay and the teacher's regular pay. Compensation shall be continued as though teachers had not been absent. Teachers shall remit to school committee any and all monies which he/she receives for jury-duty compensation.

#### **ARTICLE XV - EXTENDED LEAVES OF ABSENCE**

1. The Committee agrees that teachers with professional teacher status designated by the Association may, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. A leave of absence without pay of up to two (2) years may be granted to any teacher with professional teacher status who joins the Peace Corps, Vista, or serves as an exchange teacher, and is a full time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved if he/she had not

been absent: Application will be made to the Superintendent at least thirty (30) days prior to said leave.

4. Military leave may be granted to any teacher who enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence for up to a maximum of four (4) years.

The school district will follow Federal, State and Town policies and/or bylaws in granting a military leave of absence.

4a. Maternity Leave of Absence

- (1) Every full-time teacher who is pregnant or who adopts shall be entitled to the leave set forth in M.G.L. c. 149, 105D. (See APPENDIX F, attached, for informational purposes only).
- (2) Upon satisfactory medical evidence of fitness to return to work, a teacher may return to work.
- (3) Actual disability caused by pregnancy and childbirth during the aforesaid leave shall be treated as paid sick leave and an employee will be permitted to use her accumulated sick leave for the period of actual disability.

4b. Childrearing Leave of Absence

In the event a teacher desires a leave longer than the eight (8) weeks provided by statute, the following procedure will be followed:

- (1) The teacher will, if possible, provide sixty (60) days' notice of anticipated departure.
- (2) Said childrearing leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period) provided that, up to this time, the teacher has the approval of her physician, and has the ability to perform her assigned duties satisfactorily as determined by the Principal.
- (3) Following the birth of a child, the child's mother shall be granted a childrearing leave which will normally terminate one (1) year from the September first following the termination of pregnancy.
- (4) Following the birth of a child, the child's father shall be granted a childrearing leave of up to one (1) school year. Under ordinary circumstances, such leave may only commence at the beginning of a school year.
- (5) Following the adoption of a child, either parent shall be granted a childrearing leave of up to one (1) school year pursuant to this Article. Under ordinary circumstances, such leave may only commence at the beginning of a school year.
- (6) Leave taken pursuant to this Article shall be without pay or increment or credit toward professional teacher status and must be consecutive. The return to full-time employment shall constitute a termination of childrearing leave.
- (7) Return to service will be at the beginning of a school year unless the Superintendent consents to a teacher's return during the school year, or in case of a leave pursuant to paragraph (3) above, consent to her return at the beginning of the school year



immediately following the termination of pregnancy. Such leave(s) may be extended by the Superintendent.

- (8) All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, less any sick leave utilized pursuant to this Article, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held when the leave commenced, or to the most substantially equivalent position available.
5. After five (5) years of continuous employment in the Georgetown School System, a teacher will be granted a leave of absence, without pay or increment, for up to one (1) year for health reasons. Request for such leave will be supported by appropriate medical evidence.
6. Other leaves of absence without pay may be granted by the Superintendent.
7. Effective September 1, 1989, all benefits to which a teacher was entitled at the time of his/her leave of absence, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be assigned to the same position which he/she held at the time said leave commenced or to the most substantially equivalent position that is available.
8. All requests for leaves will be applied for and answered in writing.
9. Teachers may be granted a leave of absence without pay or increment for one (1) year for the purpose of advanced graduate work, foreign exchange or overseas duty, or work on a research project directed by a university or governmental agency. Effective September 1, 1989, upon returning to the Georgetown School System, the teacher shall be assigned to the position he/she held prior to leaving or to the most substantially equivalent position that is then available.
10. In the normal course of a leave of absence the teacher shall notify the Superintendent by March 15 of his/her intention to return the following September following expiration of, his/her leave. All requests for extensions or renewals of leaves must be applied for in writing on or before March 15 of each year in which the leave expires. Decisions on such requests will be confirmed in writing by April 15. If the leave does not run from September 1 through August 31, the teacher will provide the Superintendent with at least thirty (30) days notice of his/her intention to return.
11. The above said leaves will not be taken consecutively.
12. Leaves of absence shall not be granted during the school year for vacation or entertainment purposes.
13. The Committee will apply the terms of this Agreement in a manner consistent with the Family Medical Leave Act. Leave entitlement under state law, this Agreement, and FMLA run concurrently when they cover the same type of leave.

#### **ARTICLE XVI - COMMUNICATIONS**

The Association will be provided in advance with one (1) copy of the agenda for School Committee meetings and one (1) copy of the minutes of each meeting once approved. Said copy to be delivered to the President of the Association by inter-school mail.

## **ARTICLE XVII - INSURANCE**

In the event that Massachusetts State Legislature sees fit to increase the percentage payable by cities and towns toward Health Insurance, and it is adopted by the Town of Georgetown, the Committee will pay the maximum percentage permitted by the law effective the day and year designated by the Great and General Court.

## **ARTICLE XVIII - PROFESSIONAL DEVELOPMENT & EDUCATION IMPROVEMENT**

The Committee will pay the reasonable expense (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their principal or immediate superior and Superintendent. Teachers will receive reimbursement for travel at the rate of the current amount per mile established by the Internal Revenue Service for attendance at the above meetings.

During designated professional development time, members providing training/professional development as a presenter for colleagues shall be compensated at the rate of \$30 per hour of prep equivalent to the number of hours of presented material.

## **ARTICLE XIX - SABBATICAL LEAVE**

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates this policy of sabbatical leaves for teachers, to be granted upon the recommendation by the Superintendent and the approval of the School Committee, for approved scholarly programs of study or travel, not to exceed one year.

### Eligibility:

Any permanent member of the professional staff who has served seven (7) or more years in the Georgetown Public School System may request said leave. Not more than two (2) members of the total professional staff shall be granted the leave during any one (1) school year, but the number of leaves, if any, shall be at the discretion of the Superintendent.

### Duration:

A sabbatical leave may be granted for one (1) full semester or two (2) full consecutive semesters only.

### Application & Selection:

Application must be filed with the Superintendent no later than November 1 of the school year previous to the school year for which the leave of absence is requested. In the event a number of applications in excess of two (2) are received, the following factors will be taken into account in assigning leave:

1. Educational value of the proposed project to the school system.
2. Length of service in the Georgetown Public School System.
3. Representation of areas of teaching in the system (i.e., middle school, high school, elementary, vocational, special).

4. Priority of application (date).

Second leave:

A second or third leave shall not be authorized unless and until one shall have reestablished eligibility by serving another period of seven (7) years.

Salary:

Staff members on leave of absence will receive one-half ( $\frac{1}{2}$ ) of the salaries which they would have received if they had remained on active duty for a leave of two (2) consecutive semesters. Staff members on leave of absence will receive all of their regular salaries which they would have received if they had remained on active duty for a leave of one (1) semester. The tenure, regular salary increments and status are thereby not impaired upon returning to the Georgetown School System.

Required before leave is taken:

A staff member who has been granted a sabbatical leave shall file with the Superintendent a written agreement stipulating:

1. That he/she will remain in the service of the Georgetown School System for a period equal to twice the length of such leave.
2. That in default of this agreement, he/she will refund to the Town of Georgetown the amount of salary received while on said leave except that for reasons of illness or disability, which prevents the teacher's return to active employment, death, or discharge from his/her position by the Committee the default shall be forgiven.
3. That upon returning to the Georgetown School System, the teacher will be assigned to the position that he/she held prior to leaving or a position that is acceptable to both parties.

The parties agree that Article XIX will remain in the Agreement on the understanding that the grant of sabbatical leave is entirely discretionary with the Committee and, subject to law, can be granted or not granted for any reason whatsoever.

## **ARTICLE XX - SCHOOL COUNCILS/COMMITTEES**

For each completed term as an elected member of a school council/c, employees covered by this Agreement will receive (3) Professional Development Points (PDP) to be applied to any required recertification. Teachers participating on vertical teams, and curriculum-related committees at the district-level shall receive in-service credit (30 hours for 3 credits).

## **ARTICLE XXI - SALARIES**

1. The basic salaries of all persons covered by the Agreement are set forth in Appendices "A" and "E" which are attached hereto and made a part hereof.

2. Salaries of those personnel having administrative responsibilities, and differentials for personnel having supervisory responsibilities, extracurricular assignments, athletic coaching, and nurses are set forth in Appendices "B", "C", "D" and "E".
3. All persons on the salary schedule set forth in Appendices "A" and "E" will have the option of being paid either in twenty-six (26) bi-weekly installments or twenty-one (21) bi-weekly installments, or they may, upon written request prior to October 1, receive a check for the last six (6) installments on the last scheduled work day for teachers. (May be postdated not later than the first pay period in July).

The first salary installment will be paid on the second Friday after the commencement of school (i.e., the Friday of the week following that on which Labor Day falls).

If the first Town payroll in September occurs during the week in which Labor Day falls, bargaining unit members who are employed during the previous school year will receive the first installment of the twenty-one (21) or twenty-six (26) payroll payments on the first Friday following Labor Day. New teachers, on the first Friday following Labor Day, will receive fifty per cent (50%) of a twenty-one (21) or twenty-six (26) payroll installment. The remaining fifty per cent (50%) will be received on the last pay period in the school year. The above procedure is only applicable where the Town's bi-weekly payroll does not fall during the second Friday in September following Labor Day.

The lump-sum option is not available to personnel hired on a twelve (12) month basis.

4. A longevity payment will be added to each employee's annual salary according to the following schedule:

	2012-2013
	2013-2014
	2014-2015
Years 11-15	\$1200 annually
Years 16-20	\$1800 annually
Years 21-25	\$2400 annually
Years 26-30	\$3000 annually
Years 31-35	\$3600 annually
Years 36+	\$4200 annually

Part-time employees will be paid on a pro-rata basis, depending upon the percent of full-time employment for their particular position.

Part time teachers who have previously taught full time for ten (10) years or more in the district shall be compensated at the same rate as full time teachers.

The above payments will be paid in a lump sum to employees in the first payroll period in December 2009, and annually in December thereafter.

5. Continued salary-schedule increments will not be automatic beyond Step 4, Scale I without satisfying the following requirements:
  - a. A teacher shall produce evidence of completion of not less than three (3) semester hours of study previously approved by the Superintendent during the preceding three consecutive years.

- b. Teachers on maximum who have not completed three (3) semester hours of study within the three (3) preceding consecutive years shall not be automatically moved to any maximum salary caused by a salary-schedule-negotiated change until such credit is approved by the Superintendent.
  - c. The approval of credits will be granted for courses accepted under an accredited college or university program, or for courses directly related to the teacher's area of concentration. Credit will also be granted for workshops, in-service courses, and other programs related to the teacher's area of concentration, which have the prior approval of the Superintendent.
  - d. Section 5 does not apply to any teacher at the Master's level.
  - e. A unit member holding an earned Doctorate shall receive an additional salary in the amount of fifteen hundred dollars (\$1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System.
  - f. Teachers employed prior to September 1, 1993 who are placed on Scale 7 based upon Bachelors' Degrees plus thirty-six (B+36) credits will be eligible, effective September 1, 2003, for placement on Scale 8 if they have achieved Bachelors plus fifty-four (B+54) credits and on Scale 9 if they have achieved Bachelors plus seventy-two (B+72) credits. Any credits earned after September 1, 2003 by teachers on Scale 7 without a Masters Degree for placement on Scales 8 and 9 must be graduate credits approved in advance by the Superintendent. The computation of credits beyond the Bachelors Degree will be based upon credits on file in the Superintendent's office on or before September 1, 2003.
6. No person receiving a stipend above the regular salary schedule placement as director, department head, or Schedule B, shall be employed as a coach of more than one (1) sport.
7. To receive credits on the salary schedule during the school year the official transcript must be received by February 15. Any increase on the salary schedule will then be effective March 1.

## **ARTICLE XXII - RIGHTS OF THE COMMITTEE**

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Georgetown charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Georgetown School System, it is acknowledged that the Committee and the Superintendent have the final responsibility of establishing the education policies of the Public Schools of Georgetown.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee and the Superintendent under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee and the Superintendent retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion, subject to the grievance-arbitration on provisions of this Agreement.

### **ARTICLE XXIII - CONTINUITY OF EMPLOYMENT**

1. In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members individually and collectively, agree for the term hereof, that they shall not cause, condone, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Georgetown School System.
2. The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other interference occur (regardless of the lack of Association connection with the activity), it shall put forward every effort to immediately have the activity terminated, including ordering persons concerned to return to work.
3. Teachers who participate in any such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper and said disciplines shall be final and binding on the parties affected thereby, subject to the grievance and arbitration procedure.
4. The Association agrees to reimburse the Committee for any monies expended as a result of a strike or any other conduct described in Section I above authorized by the Association.
5. In connection with any negotiations for a successor agreement to this Agreement, said negotiation shall be conducted without the threat of strikes by either party and any outstanding differences shall be referred to the mediation, fact-finding or other statutory impasse procedures provided by law.

### **ARTICLE XXIV - LAYOFF AND RECALL**

If the Committee should decide to reduce the number of positions in the bargaining unit, each department and/or classification listed below shall constitute a separate unit for purposes of layoff and recall:

- A. Pre-K-6
- B. Secondary, e.g.
  1. English
  2. Science
  3. Mathematics
  4. Social Studies
  5. Foreign Language
  6. Business Education
  7. Reading
  8. Practical Arts
    - a. Home Economics
    - b. Industrial Arts
  9. Music K-12
  10. Physical Education/Health K-12 or Physical Education K-12
  11. Art K-12
  12. Guidance K-12
  13. Special Needs K-12
  14. Librarians and Media Specialists K-12
  15. Nurses K-12
  16. Speech and Language Specialists K -12

Should new departments and/or classifications arise during the term of this agreement, the parties will review and determine whether to include the new departments as layoff categories.

1. Definitions:

- a. Seniority - For all current employees seniority shall be defined as length of continuous service in a professional position(s) in the Georgetown Public Schools measured from the first day for which compensation was received. For employees entering the bargaining unit after August 31, 1978, seniority shall be defined as length of full-time continuous employment in the bargaining unit, measured from the first day for which compensation was received including time spent on paid leaves of absence. Effective September 1, 1989, seniority shall be defined as length of full-time continuous employment in the bargaining unit, measured from the first day for which compensation was received, including time spent on paid leaves of absence. However, effective September 1, 1989, time spent on unpaid leaves of absence shall not constitute a break in seniority, but shall not be counted in the determination of seniority for purposes of this article. For all current employees who are employed less than full time in the Georgetown Public Schools, seniority shall be measured on a pro-rated basis according to the percentage of a full-time position they are employed in ratio to a full-time employee. Part-time employees' continuous service shall be measured in the same manner as full-time employees except that it shall be measured on a prorated basis.
- b. Qualified - Certified by the Massachusetts Department of Elementary and Secondary Education.
- c. Teacher with Professional Teacher Status - A teacher possessing rights under G.L. c.71, section 42 as amended.

2. Layoff Procedure

- a. To the extent possible and practical, normal attrition will be the method first used, to reduce the number of teaching positions in those classifications and/or department in which reductions are necessary. That is, teachers who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those teachers without professional teacher status whose employment the Committee determines not to renew.
- b. Reductions in positions may be effective only as of the first day of any professional work year. Except for unforeseen circumstances, a teacher to be laid off shall be notified by the August 15 preceding the effective date of layoff, but the Superintendent agrees to provide preliminary written notice to those teachers who might be affected by layoff prior to the end of the previous school year. The August 15 notice required under this section shall be deemed to have been given when the notice has been mailed, via certified mail, postage prepaid, addressed to the teacher at his/her last known address appearing in the Committee's records.
- c. If it is not at all possible to reduce the staff by the factors in paragraph (a) above, reductions will first be made among those teachers who have not attained professional teacher status in the department and/or classifications to be reduced, provided there are teachers with professional teacher status who are qualified to fill those positions.
- d. Layoff for all teachers with professional teacher status in the department and/or classifications to be reduced shall be by reverse order of seniority.

- e. A qualified teacher with professional teacher status laid off pursuant to this Article shall have the right to bump a teacher with professional teacher status with less seniority in a classification and/or department in which said senior teacher previously taught in Georgetown for at least three (3) years within the last seven (7) years.

3. Rights of Teachers on Layoff

- a. Any teacher with professional teacher status who is laid off pursuant to this Article shall be considered to be on an unpaid leave of absence and shall be considered for recall for a period of two (2) years to the position which he/she previously performed in the Georgetown School System. If an opening occurs during that period, the teacher will be offered the opportunity to return to work in his/her department and/or classification on a last out-first in basis, provided that the teacher continues to be qualified to fill that position.
  - b. Teachers with professional teacher status shall be notified of recall via certified mail at their last address of record at the office of the Superintendent of Schools.
  - c. A teacher with professional teacher status recalled shall have fifteen (15) calendar days to notify the Superintendent of his/her acceptance or rejection; return of the certified letter by the Post Office will be considered a rejection of the teaching assignment by the teacher.
1. A teacher with professional teacher status who rejects recall for reasons of illness or disability rendering the teacher unable to work or other good reason as approved by the Superintendent shall be moved one (1) position down on the recall list or to the bottom of the recall list, whichever position is higher on the list; and the reason for the rejection must be stated on the teacher's letter of rejection. Proof of illness or disability must be furnished to the School Committee if requested. Regarding an illness or disability rendering the teacher unable to work, the School Committee may require a letter from a physician, certifying that the teacher's illness or disability rendered him/her unable to work. The recall period of a teacher rejecting recall due to illness or disability shall extend for a period of one (1) year in addition to that set forth in paragraph "a" above. All teachers who reject a recall with no reason or an unacceptable reason under this section will be removed from the recall list; the Association and the teacher shall be notified of such removal in writing within ten (10) school days.
2. All benefits to which a teacher with professional teacher status was entitled at the time his/her layoff commenced, including previously accumulated sick leave days will be returned to him/her upon recall.
- d. Teachers with professional teacher status who have been laid off shall be given preference on the substitute list if they so desire and so indicate in writing.
  - e. A teacher laid off shall have the right to request a lump-sum final paycheck even if he/she had not requested said check by October 1 as set forth in Article XXI, Section 3 of this Agreement.

4. Seniority List

- a. Within sixty (60) days after the execution of this Agreement, and annually thereafter, the Superintendent shall forward to the Association a Seniority List containing the names of all employees in the bargaining unit. Should the Association choose to challenge the accuracy of the Seniority List, written notice detailing the challenge shall be sent to the Superintendent within twenty (20) school days of receipt of the Seniority List. Within ten



(10) school days of receipt of the challenge, the Association's representative shall meet with the Superintendent to resolve the challenge. If the parties are unable to resolve the challenge, the matter shall be immediately submitted to arbitration in accordance with Article IIIA of this Agreement.

- b. Challenges to the make up of subsequent Seniority Lists may be made only to the extent of the change, if any, from the preceding Seniority List.
- c. The existing practice (as represented by the seniority lists of 1978, 1979, 1980, 1981, 1982) of seniority-list placement of bargaining-unit members shall continue for the duration of this agreement. The existing practice is as follows:
  - 1. Bargaining-unit members are placed on the seniority list according to their seniority within the specific department and/or classification in which they are teaching.
  - 2. When a teacher leaves a department and/or classification in which he/she has previously taught to teach on a full-time basis in another department and/or classification or commences to teach on a fractional basis in an additional department and/or classification, said teacher shall remain on the seniority list in that department and/or classification in which he/she had originally taught, until such time as he/she has completed three (3) years of teaching within the new department and/or classification.
  - 3. When a teacher has been out of the department and/or classification in which he/she originally taught for a period of four (4) years, said teacher shall be removed from the seniority list as it pertains to the original department and/or classification.
  - 4. During said four (4) year period, as set forth in subsection 3 above, such teacher shall appear on the seniority lists pertaining to both departments and/or classification in which he/she is teaching.
  - 5. A teacher teaching in a fractional department and/or classification situation, once he/she has met the requirement set forth in subsection 2 above, shall continue to appear on the seniority lists of both departments and/or classifications for the entire length of his/her fractional service or until that time when the provisions of subsection 3 above become applicable.
  - 5. This article does not apply to teachers without professional teacher status.

#### **ARTICLE XXV - EARLY RETIREMENT INCENTIVE**

- 1. There shall be an early retirement incentive under the following conditions:

Any employee who was hired on or before September 1, 1996 and who is on the maximum step with fifteen (15) years of service in the Georgetown Public Schools under the age of sixty (60) shall be eligible to apply at the beginning of the school year.
- 2. To be eligible for the lump-sum payment, payable on or about July 1, the employee must file a written application with the Superintendent by December 1 of the school year in which he/she intends to retire.

3. An employee shall receive a lump-sum payment of thirty percent (30%) of his/her base salary for his/her final year of teaching as set forth in APPENDIX A as a one-time-only early retirement incentive.
4. An employee who receives the early retirement incentive payment shall retire effective as of the date which is the day after the date of issuance of the lump-sum payment.
5. A maximum of two (2) members per year will be entitled to retire pursuant to the provisions of this article at the conclusion of any given school year. If more than two (2) members apply, the two (2) individuals with the greatest seniority will be awarded the early retirement incentive. For employees hired between 1997-2000; this benefit will be afforded to one unit member.
6. It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable for a teacher who is eligible to receive benefits pursuant to Section 5 above, and that the teacher giving such notice and eligible to receive benefits shall be required to retire at the conclusion of the school year, except if extraordinary (as defined in Article XIII, Section 4) changes in the teacher's family or personal life require the teacher to continue teaching.
7. Any teacher employed as of September 1, 1991, whose employment commenced on or after his/her forty-fifth (45<sup>th</sup>) birthday shall be eligible for the early retirement benefit set forth in this Article after fifteen (15) years of service, notwithstanding that the teacher will be over the age of sixty (60) when the teacher becomes eligible for the benefit.

#### **ARTICLE XXVI - HEALTH AND SAFETY**

The Association shall have the right to meet with the administration immediately to discuss reasonable steps to guarantee the health and safety of teachers.

#### **ARTICLE XXVII - EDUCATION REFORM**

Upon ten (10) school days written notice by either party, unless otherwise mutually agreed, the Association and the Committee will meet to discuss changes in the collective bargaining agreement caused by the Education Reform Act of 1993.

#### **ARTICLE XXVIII - TEACHER PROTECTION**

1. Teachers will immediately report all cases of physical assault or injury resulting therefrom suffered by them in connection with their employment to the Building Principal in writing. The Building Principal will provide a copy to the Superintendent. The Principal or designee will promptly report, if appropriate, the incident to proper law enforcement authorities in the event such report has not already been made.
2. Alleged incidents of assault of a teacher or injuries resulting therefrom shall be promptly investigated by the teacher's Principal. A written report of this investigation shall be forwarded to the Superintendent.
3. The Superintendent will comply with any reasonable request from the teacher for information in the Superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.

4. In case of personal injury to a teacher sustained as a result of, and in the performance of, the teacher's duties, the teacher may apply for Workers' Compensation and use available sick leave to the extent permitted by G.L. c.152 section 69.
5. Upon written request, the Committee will use its best efforts to arrange for the Association to inspect, or copy, at its expense, any insurance policies maintained by the Town covering teacher liability and/or indemnity.
6. A teacher will be permitted leave without loss of pay or loss of sick leave to testify under subpoena in any court hearing involving an alleged assault of that teacher.

#### **ARTICLE XXIX -- TUITION REIMBURSEMENT**

1. The Committee agrees to allocate the sum of twenty thousand dollars (\$20,000) per fiscal year for the purpose of reimbursing bargaining unit members for graduate level courses in an approved degree program an/or for courses beyond a Masters Degree.

If a teacher is enrolled in a degree program, evidence of admission to such program must be provided to the Superintendent. To be eligible for reimbursement, the course must be designed to enhance the competence of the teacher in his/her position.

2. All requests must be submitted in writing to the Superintendent or his/her designee and approved by the Superintendent or his/her designee prior to the start of the course.
3. The reimbursement will be at the rate of six hundred dollars (\$600) per course. The teacher must receive a B or better in the course.
4. The funds will be on a first-come, first-served basis for the first course for all bargaining unit members. If funds remain, reimbursement will be provided for all or a portion of a second course on a first-come, first-served basis.

If funds remain, bargaining unit members without a Masters Degree will be eligible for reimbursement for graduate level courses. A teacher must be employed at the time of the reimbursement.

#### **ARTICLE XXX — 403-B PLAN**

Effective September 1, 2015, the Committee agrees to establish a 403-B plan for all bargaining unit members. For the 2017 school year the employer will match up to three hundred (\$300) dollars contributed by each employee.

To the extent permitted by law, a member's sick leave buy back payment upon retirement will, at the member's request, be deposited into the member's 403-B Plan. (Please refer to Article XIII Section 4.)

Subject to vendor approval, the Committee will provide two (2) additional entry points for enrollment into and/or changes in 403-B plans.

2. The School Committee will not be responsible for any administrative costs relating to this program, and the only legal responsibility relating to the 403-B plan will be to transmit the contribution to the appropriate vendor(s).

3. During the term of this 9/1/2012 – 8/31/2015 Contract the employer will not match employee contributions.

#### **ARTICLE XXXI – RETIREMENT PAY**

All stipends or other monetary compensation in which the parties reach agreement and reduce to writing during the term of this agreement or any extension thereof are hereby incorporated into the collective bargaining agreement at the time the agreement is reached. When the agreement contains terms that continue beyond the terms of this agreement or any extensions thereof, the terms shall be printed as part of the appropriate article/appendix in the subsequent agreement. The employer assumes no responsibility for the MTRS denial of inclusion in base pay for retirement purposes.

#### **ARTICLE XXXII – GENERAL**

1. CORI Checks

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Such checks shall take place not more than once every three (3) years.

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

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

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

#### **ARTICLE XXXIII - TECHNOLOGY**

The Association and the School Committee mutually agree that the bargaining unit members will use technology throughout the school district on a daily basis, including integration with administrative tasks, assessment and delivery of instruction, development of curriculum, communication with students and parents including the posting of homework and grades, and internal and external communication. The School Committee is committed to providing unit members with adequate hardware, software and training necessary to accomplish this initiative. It is expected that the electronic posting of homework and grades be done as soon as assignments are corrected.

**ARTICLE XXXIV - DURATION**

1. The provisions of this Agreement will be effective as of September 1, 2015 through August 31, 2018.
2. Negotiations for a successor contract shall commence not later than October 15, 2017.
3. Should any provision of this Contract, or the application of this Contract to any member of the professional staff or Committee covered hereunder to be found to be contrary to law, such provisions of applications shall effect only to the extent permitted by law, or as provided for hereunder but all other provisions or applications of this contract shall continue in full force and effect.

GEORGETOWN SCHOOL COMMITTEE

By \_\_\_\_\_  
Chairman

GEORGETOWN EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

**APPENDIX A  
APPENDIX A – 3  
2015-2016**

<b>SCALE (COLUMN)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Degree -----&gt;</b>	<b>B</b>	<b>B+6</b>	<b>B+12</b>	<b>B+18</b>	<b>B+24</b>	<b>B+30</b>	<b>B+36, M</b>	<b>M+18</b>	<b>MM,M+36</b>	<b>M+45</b>	<b>CAGS/EDS M+60</b>	<b>PHD/ M+90</b>
<b>Step</b>												
1	\$44,622	\$45,032	\$45,459	\$45,857	\$46,277	\$46,684	\$47,370	\$48,196	\$49,029	\$50,358	\$51,050	\$52,399
2	\$47,139	\$47,561	\$47,964	\$48,390	\$48,788	\$49,205	\$50,173	\$51,000	\$51,823	\$53,153	\$53,843	\$55,192
3	\$49,072	\$49,489	\$49,894	\$50,305	\$50,732	\$51,134	\$52,403	\$53,204	\$54,029	\$55,357	\$56,049	\$57,396
4	\$51,000	\$51,413	\$51,823	\$52,247	\$52,656	\$53,066	\$54,579	\$55,413	\$56,238	\$57,567	\$58,258	\$59,606
5	\$52,925	\$53,343	\$53,762	\$54,172	\$54,579	\$54,998	\$56,780	\$57,609	\$58,447	\$59,777	\$60,467	\$61,816
6	\$54,867	\$55,276	\$55,684	\$56,102	\$56,519	\$56,927	\$58,989	\$59,818	\$60,644	\$61,973	\$62,665	\$64,012
7	\$56,780	\$57,209	\$57,609	\$58,022	\$58,439	\$58,851	\$61,196	\$62,028	\$62,850	\$64,179	\$64,870	\$66,219
8	\$58,718	\$59,124	\$59,546	\$59,953	\$60,373	\$60,788	\$63,402	\$64,230	\$65,056	\$66,387	\$67,076	\$68,425
9	\$61,498	\$61,906	\$62,327	\$62,740	\$63,164	\$63,581	\$65,886	\$66,712	\$67,514	\$68,844	\$69,533	\$70,884
10	\$67,220	\$67,663	\$68,127	\$68,577	\$69,023	\$69,492	\$70,301	\$71,145	\$72,002	\$73,330	\$74,021	\$75,369
11							\$75,430	\$76,333	\$77,249	\$78,579	\$79,268	\$80,618

2% increase

(1) Teachers employed prior to September 1, 1993 who are placed on Scale 7 based upon Bachelors' degrees plus 36 credits will be eligible, effective September 1, 2003, for placement on Scale 8 if they have achieved Bachelors plus 54 credits and Scale 9 if they have achieved Bachelors plus 72 credits. Any credits earned after September 1, 2003 by teachers on Scale 7 without a Masters Degree for placement on Scales 8 and 9 must be graduate credits approved in advance by the Superintendent. The computation of credits beyond the Bachelors Degree will be based upon credits on file in the Superintendent's office on or before September 1, 2003.

(2) A unit member holding an earned Doctorate shall receive an additional salary in the amount of fifteen hundred dollars (\$1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System.

(3) A unit member holding a valid National Teacher Board Certificate shall receive an additional salary in the amount of three thousand dollars (\$3000) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System. Should the State reinstitute a compensation program for National Board Certification, the unit member shall have the option to select either the compensation program under this section of the Agreement or that of the State of Massachusetts.

**APPENDIX A  
APPENDIX A – 3  
2016 - 2017**

<b>SCALE (COLUMN)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Degree -----&gt;</b>	<b>B</b>	<b>B+6</b>	<b>B+12</b>	<b>B+18</b>	<b>B+24</b>	<b>B+30</b>	<b>B+36, M</b>	<b>M+18</b>	<b>MM,M+36</b>	<b>M+45</b>	<b>CAGS/EDS M+60</b>	<b>PHD/ M+90</b>
<b>Step</b>												
1	\$45,514	\$45,933	\$46,369	\$46,774	\$47,203	\$47,618	\$48,317	\$49,160	\$50,010	\$51,366	\$52,071	\$53,447
2	\$48,082	\$48,512	\$48,924	\$49,358	\$49,763	\$50,189	\$51,176	\$52,020	\$52,860	\$54,216	\$54,920	\$56,296
3	\$50,054	\$50,479	\$50,892	\$51,311	\$51,746	\$52,156	\$53,451	\$54,268	\$55,110	\$56,465	\$57,170	\$58,544
4	\$52,020	\$52,441	\$52,860	\$53,292	\$53,710	\$54,127	\$55,671	\$56,521	\$57,362	\$58,718	\$59,423	\$60,798
5	\$53,983	\$54,410	\$54,837	\$55,256	\$55,671	\$56,098	\$57,916	\$58,761	\$59,616	\$60,973	\$61,676	\$63,052
6	\$55,964	\$56,381	\$56,798	\$57,224	\$57,650	\$58,066	\$60,168	\$61,014	\$61,857	\$63,213	\$63,918	\$65,292
7	\$57,916	\$58,353	\$58,761	\$59,182	\$59,608	\$60,028	\$62,420	\$63,269	\$64,107	\$65,463	\$66,167	\$67,544
8	\$59,893	\$60,307	\$60,736	\$61,152	\$61,580	\$62,004	\$64,670	\$65,515	\$66,357	\$67,714	\$68,418	\$69,793
9	\$62,728	\$63,144	\$63,574	\$63,995	\$64,427	\$64,852	\$67,204	\$68,046	\$68,864	\$70,221	\$70,924	\$72,302
10	\$68,564	\$69,016	\$69,489	\$69,948	\$70,404	\$70,881	\$71,707	\$72,568	\$73,442	\$74,796	\$75,502	\$76,876
11							\$76,939	\$77,859	\$78,794	\$80,150	\$80,854	\$82,230


2% increase

(1) Teachers employed prior to September 1, 1993 who are placed on Scale 7 based upon Bachelors' degrees plus 36 credits will be eligible, effective September 1, 2003, for placement on Scale 8 if they have achieved Bachelors plus 54 credits and Scale 9 if they have achieved Bachelors plus 72 credits. Any credits earned after September 1, 2003 by teachers on Scale 7 without a Masters Degree for placement on Scales 8 and 9 must be graduate credits approved in advance by the Superintendent. The computation of credits beyond the Bachelors Degree will be based upon credits on file in the Superintendent's office on or before September 1, 2003.

(2) A unit member holding an earned Doctorate shall receive an additional salary in the amount of fifteen hundred dollars (\$1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System.

(3) A unit member holding a valid National Teacher Board Certificate shall receive an additional salary in the amount of three thousand dollars (\$3000) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System. Should the State reinstitute a compensation program for National Board Certification, the unit member shall have the option to select either the compensation program under this section of the Agreement or that of the State of Massachusetts.

**APPENDIX A  
APPENDIX A – 3  
2017-2018**

<b>SCALE (COLUMN)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Degree</b> ----- >	<b>B</b>	<b>B+6</b>	<b>B+12</b>	<b>B+18</b>	<b>B+24</b>	<b>B+30</b>	<b>B+36, M</b>	<b>M+18</b>	<b>MM,M+36</b>	<b>M+45</b>	<b>CAGS/EDS M+60</b>	<b>PHD/ M+90</b>
<b>Step</b> 												
1	\$45,970	\$46,392	\$46,832	\$47,242	\$47,675	\$48,094	\$48,800	\$49,652	\$50,510	\$51,879	\$52,592	\$53,982
2	\$48,563	\$48,997	\$49,413	\$49,851	\$50,261	\$50,691	\$51,688	\$52,540	\$53,388	\$54,758	\$55,469	\$56,859
3	\$50,554	\$50,984	\$51,401	\$51,825	\$52,264	\$52,678	\$53,985	\$54,811	\$55,661	\$57,029	\$57,742	\$59,130
4	\$52,540	\$52,966	\$53,388	\$53,825	\$54,247	\$54,668	\$56,227	\$57,086	\$57,936	\$59,305	\$60,018	\$61,406
5	\$54,523	\$54,954	\$55,386	\$55,808	\$56,227	\$56,659	\$58,495	\$59,348	\$60,212	\$61,582	\$62,293	\$63,683
6	\$56,524	\$56,945	\$57,365	\$57,796	\$58,226	\$58,646	\$60,770	\$61,624	\$62,476	\$63,845	\$64,557	\$65,945
7	\$58,495	\$58,936	\$59,348	\$59,774	\$60,204	\$60,628	\$63,044	\$63,901	\$64,748	\$66,118	\$66,829	\$68,219
8	\$60,492	\$60,910	\$61,344	\$61,763	\$62,196	\$62,624	\$65,317	\$66,170	\$67,020	\$68,392	\$69,102	\$70,491
9	\$63,355	\$63,775	\$64,209	\$64,635	\$65,071	\$65,501	\$67,876	\$68,727	\$69,553	\$70,923	\$71,633	\$73,025
10	\$69,250	\$69,706	\$70,184	\$70,648	\$71,108	\$71,590	\$72,425	\$73,294	\$74,176	\$75,544	\$76,257	\$77,645
11							\$77,708	\$78,638	\$79,582	\$80,952	\$81,662	\$83,052

1% increase - 1st Half of  
School Year

- (1) Teachers employed prior to September 1, 1993 who are placed on Scale 7 based upon Bachelors' degrees plus 36 credits will be eligible, effective September 1, 2003, for placement on Scale 8 if they have achieved Bachelors plus 54 credits and Scale 9 if they have achieved Bachelors plus 72 credits. Any credits earned after September 1, 2003 by teachers on Scale 7 without a Masters Degree for placement on Scales 8 and 9 must be graduate credits approved in advance by the Superintendent. The computation of credits beyond the Bachelors Degree will be based upon credits on file in the Superintendent's office on or before September 1, 2003.
- (2) A unit member holding an earned Doctorate shall receive an additional salary in the amount of fifteen hundred dollars (\$1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System.
- (3) A unit member holding a valid National Teacher Board Certificate shall receive an additional salary in the amount of three thousand dollars (\$3000) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System. Should the State reinstitute a compensation program for National Board Certification, the unit member shall have the option to select either the compensation program under this section of the Agreement or that of the State of Massachusetts.
- (4) A nurse holding a valid National Board Certificate shall receive an additional salary in the amount of \$500.



**APPENDIX A  
APPENDIX A – 3  
2017-2018**

<b>SCALE (COLUMN)</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Degree</b>	----- >	<b>B</b>	<b>B+6</b>	<b>B+12</b>	<b>B+18</b>	<b>B+24</b>	<b>B+30</b>	<b>B+36, M</b>	<b>M+18</b>	<b>MM,M+36</b>	<b>M+45</b>	<b>CAGS/EDS M+60</b>	<b>PHD/ M+90</b>
<b>Step</b>	▬												
1		\$46,429	\$46,856	\$47,301	\$47,714	\$48,152	\$48,575	\$49,288	\$50,148	\$51,015	\$52,398	\$53,118	\$54,522
2		\$49,049	\$49,487	\$49,907	\$50,350	\$50,764	\$51,198	\$52,205	\$53,066	\$53,922	\$55,306	\$56,023	\$57,428
3		\$51,060	\$51,494	\$51,915	\$52,343	\$52,786	\$53,205	\$54,525	\$55,359	\$56,218	\$57,600	\$58,319	\$59,721
4		\$53,066	\$53,495	\$53,922	\$54,364	\$54,789	\$55,215	\$56,790	\$57,657	\$58,515	\$59,898	\$60,618	\$62,020
5		\$55,068	\$55,503	\$55,940	\$56,366	\$56,790	\$57,226	\$59,080	\$59,942	\$60,814	\$62,198	\$62,916	\$64,320
6		\$57,089	\$57,515	\$57,939	\$58,374	\$58,808	\$59,233	\$61,378	\$62,241	\$63,100	\$64,483	\$65,203	\$66,605
7		\$59,080	\$59,526	\$59,942	\$60,372	\$60,806	\$61,235	\$63,674	\$64,541	\$65,396	\$66,779	\$67,497	\$68,901
8		\$61,097	\$61,519	\$61,957	\$62,381	\$62,818	\$63,250	\$65,970	\$66,832	\$67,690	\$69,075	\$69,793	\$71,196
9		\$63,989	\$64,413	\$64,851	\$65,281	\$65,722	\$66,156	\$68,554	\$69,414	\$70,248	\$71,632	\$72,350	\$73,755
10		\$69,943	\$70,403	\$70,886	\$71,354	\$71,819	\$72,306	\$73,149	\$74,027	\$74,918	\$76,300	\$77,019	\$78,421
11								\$78,485	\$79,424	\$80,377	\$81,761	\$82,479	\$83,883

1% increase - 2nd Half  
of School Year

- (1) Teachers employed prior to September 1, 1993 who are placed on Scale 7 based upon Bachelors' degrees plus 36 credits will be eligible, effective September 1, 2003, for placement on Scale 8 if they have achieved Bachelors plus 54 credits and Scale 9 if they have achieved Bachelors plus 72 credits. Any credits earned after September 1, 2003 by teachers on Scale 7 without a Masters Degree for placement on Scales 8 and 9 must be graduate credits approved in advance by the Superintendent. The computation of credits beyond the Bachelors Degree will be based upon credits on file in the Superintendent's office on or before September 1, 2003.
- (2) A unit member holding an earned Doctorate shall receive an additional salary in the amount of fifteen hundred dollars (\$1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System.
- (3) A unit member holding a valid National Teacher Board Certificate shall receive an additional salary in the amount of three thousand dollars (\$3000) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement System. Should the State reinstitute a compensation program for National Board Certification, the unit member shall have the option to select either the compensation program under this section of the Agreement or that of the State of Massachusetts.
- (4) A nurse holding a valid National Board Certificate shall receive an additional salary in the amount of \$500.



## APPENDIX B

### SALARY FOR ADMINISTRATIVE SUPERVISORY AND SPECIALIZED PERSONNEL

Below-mentioned personnel will be hired as a teacher and placed on the salary schedule according to their education and work experience. A separate contract will be given for special duties and responsibilities.

There will be three (3) distinct schedules described hereafter as Schedules A, B and C.

#### SCHEDULE A:

Schedule A shall include members of the professional staff who regularly work on a year-round basis and shall consist of the Director of Guidance, 6-12. This shall be a non-teaching position.

Compensation for the Director of Guidance will be based upon his/her level on the salary scale and will be given in addition to the regular salary.

<u>POSITION</u>	<u>RATIO</u>
<u>Director of Guidance</u>	1.24

Calculation of Compensation:

Ratio of 1.24 times step and scale salary placement

Work Year:

217 day work year

Duties:

The Director of Guidance is responsible for overseeing all aspects of a comprehensive guidance and counseling program for students in grades six (6) through twelve (12). Additional responsibilities include (but are not limited to) budget development, recommending and organizing staff development activities, coordinating related services to address academic, social, and emotional needs for students, and other related services as assigned by the Principal.

Guidance Counselors:

Guidance Counselors have the option to work up to ten (10) days more than the normal teacher-work year at their per diem rate. The days to be worked shall be determined by mutual agreement of the parties.

#### SCHEDULE B:

The following additional amounts will be paid to professional personnel as listed:

<u>POSITION</u>	<u>BASIS FOR STIPEND</u>
Physical Education/Health Department Head (Grades 6-12)	Percent of Base*
Director of Instructional Media	.17 of Base
Director of Music	.125 of Base*

Department Heads

Department Heads will be paid as follows:

Department Head formula for stipend:

$$(.06 + .01n) \times \text{Base}^*$$

n = number of teachers in department, including department head

\*Salaries of personnel listed in this schedule shall be computed from a

Base of:	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
	\$42,048	\$42,889	\$43,747

A Department Head will receive a pro-rated amount for each teacher working in more than one department in his/her area of certification. This language clarification is intended to apply to shared staff and not to positions such as a .6 staff person who works in one department only. In the latter case the Department Head would be given full credit for that teacher.

**APPENDIX C**

<b><u>Description</u></b>	<b><u>Stipend</u></b>
Civil Rights Advisor	\$1,441
Acappella Group Advisor	\$1,384
Academic Coach-HS	\$2,181
Academic Coach-MS	\$2,181
Arts Jam Coordinator	\$666
Assistant Play Director	\$1,545
Basketball Clock (2) per game	\$37 <sup>1</sup>
Builders Club Advisor Grade 7	\$1,386
Builders Club Advisor Grade 8	\$1,386
Cafeteria Coverage Per Week	\$59 <sup>1</sup>
Chess Club Advisor	\$1,412
Civil Rights Advisor	\$1,412
Class coverage for regular/long block	27.54/45 <sup>1&amp;2</sup>
Close Up Advisor	\$693.40
Color Guard Advisor	\$1,195
Community Service	\$
Dance Club Advisor	\$1,412
Debate Team Advisor	\$2,181
DECA Coordinator	\$2,473
Drill Instructor	\$1,196
Elementary Band Director*	\$8,345
Extended Day Director (Penn Brook)*	\$15,000
Extended Day Director (Perley)*	\$20,000
Freshman Advisor	\$1,203
Grade 8 Team Leader	\$3,060
Grade 7 Team Leader	\$3,060
Grade 6 Team Leader	\$3,060
Intramurals Coach	\$1,284
Jazz Ensemble Director	\$1,441
Junior Advisor	\$1,441
Key Club Advisor	\$1,441
MHS Band Director	\$3,632
Math Team Advisor	\$2,181
Middle School Chorus Director	\$1,211
Middle School Jazz Band Director	\$1,441
Middle School Play Director	\$824
Middle School Yearbook Advisor	\$965
National Honor Society Advisor	\$1,441
Over Night Chaperones	\$79 <sup>3</sup>
Peer Leader Advisor	\$1,412
Play Director (Musical)	\$2,500
SADD Advisor	\$1,412
Saturday AM Detention	\$115 <sup>4</sup>
School Store Advisor	\$3,631
Science Fair Director	\$774

Senior Advisor	\$1,918
Sophomore Advisor	\$1,202
Spanish Club Advisor	\$1,412
Student Council HS Advisor	\$1,441
Student Council MS Advisor	\$934
Tolerance Club Advisor	\$1,412
Tomorrows' Leaders Advisor	\$774
Tutors	\$40 <sup>1</sup>
Yearbook Advisor	\$2,828

1 Hourly Wage – Summer curriculum rate \$25.

2 Depend on whether teacher or Dept. Head covers

3 Nightly Per Diem

4 For the morning session

\* These positions are fully funded by parents fees.

Depending on student participation, any adjustments to these stipends will be negotiated with the GEA

**2% raise FY 16**

**2% raise FY 17**

**1%/1% raise FY 18**

\*Payment for administrative assignment to class coverage.

A teacher or department head will be eligible for class coverage compensation whenever he/she is requested by the school principal or his/her representative to cover a class for a colleague and that assignment exceeds the full teaching and supervisory load set forth in Article VIII, Teacher Hours and Teaching Load, Section 4 and 5.

All positions set forth in Appendix C shall be deemed "vacant" as of the end of each year. Assignments to these positions are subject to annual appointment by the Principal subject to the approval of the Superintendent.

All individuals serving in Appendix C positions will provide to the building principal, a general overview of the activity by completing a form provided by the Building Principal.

**APPENDIX D**  
**INTERSCHOLASTIC COACHES**

<u>Position</u>	<i>Stipends</i>	
	<u>Level 1</u>	<u>Level 2</u>
Varsity Football	\$8,489	\$8,989
Assistant Football	\$5,193	\$5,543
Freshman Football	\$3,045	\$3,345
Varsity Field Hockey	\$5,286	\$5,786
Assistant Field Hockey	\$4,936	\$5,286
Freshman Field Hockey	\$4,586	\$4,886
Varsity Cross Country	\$3,679	\$5,000
Varsity Soccer B & G	\$5,286	\$5,786
Assistant Soccer B & G	\$4,586	\$4,886
Middle School Soccer B & G	\$4,436	\$4,686
Middle School Track	\$3,205	\$4,000
Middle Track Asst (contingent upon numbers)		\$1,000
Fall Cheerleading	\$2,695	\$4,000
Winter Cheerleading	\$3,160	\$5,000
Varsity Basketball B & G	\$5,747	\$6,247
Assistant Basketball B & G	\$5,397	\$5,747
Freshman Basketball B & G	\$5,047	\$5,347
Middle School Basketball	\$4,897	\$5,147
Varsity Wrestling	\$5,602	\$6,102
Assistant Wrestling	\$5,252	\$5,602
Varsity Baseball	\$5,286	\$5,786
Assistant Baseball	\$4,936	\$5,286
Varsity Lacrosse B & G	\$5,286	\$5,786
Assistant Lacrosse B & G	\$4,936	\$5,286
Varsity Softball	\$5,286	\$5,786
Assistant Softball	\$4,936	\$5,286

Level 1 rate represents 0 to 3 years experience.

Level 2 rate represents 4 or more years experience.

Varsity	Level 1 is \$500 less than Level 2
Assistant	Level 1 is \$350 less than Level 2
Freshman and Cheerleading	Level 1 is \$300 less than Level 2
Middle School	Level 1 is \$250 less than Level 2

Level 1 rate represents 0 to 3 years experience  
Level 2 rate represents 4 or more years experience.

Varsity	Level 1 is \$500 less than Level 2
Assistant	Level 1 is \$350 less than Level 2
Freshman and Cheerleading	Level 1 is \$300 less than Level 2
Middle School	Level 1 is \$250 less than Level 2

At Level 2 Field Hockey, Soccer, Basketball, Wrestling, Baseball, Lacrosse, Softball the Assistant Coach is five hundred dollars (\$500) less than the Varsity Coach.

At Level 2 the Freshman Coach is nine hundred dollars (\$900) less than the Varsity Coach in the above-designated sports.

At Level 2 the Middle School Coach is eleven hundred dollars (\$1100) less than the varsity Coach in the above-designated sports.

1. All athletic positions set forth in APPENDIX D shall be deemed "vacant" as of the end of each year. Assignments to these positions are subject to annual appointment by the Committee; and all positions will be posted at least thirty (30) days prior to the deadline or application for the position, except in cases of emergency, as determined by the Superintendent. The Superintendent shall appoint coaches for fall sports by the preceding June 30, for winter sports by the preceding September 30, and spring sports by the preceding January 1.

All qualified bargaining unit members will have the opportunity to be interviewed for open coaching positions.

2. All personnel filling positions covered by APPENDIX D shall be evaluated in writing at least once annually for each coaching position, which will be based upon at least two observations. Coaches will be given a copy of any written evaluation and will have the opportunity to discuss it with the evaluator. The coach shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The coach will also have the right to submit a written answer to such material, and his/her answer shall be attached to the file copy. Coaches will have the right, upon request, to review the contents of their coaching file.
3. The enumeration of certain positions in APPENDIX D neither means that the Superintendent must continue those in existence nor is it intended to exclude payments for any other athletic duties not specifically included herein.



**APPENDIX E**  
**SCHOOL NURSES**

Nurses with a Bachelor's degree will be placed on Schedule A, Step 1 and will be permitted to advance on the Bachelor's scale each year. Nurses with a Master's Degree or who complete a Master's Degree will be placed on Scale 7. A nurse who earns her Master's Degree will move to Scale 7 onto the same salary step as his/her then current step on Scale 1.

WEEKS PER YEAR - The work year shall be thirty-eight (38) weeks per year (all days the regular school is in session).

HOURS PER WEEK - The nurses shall normally put in the same working day as members of the professional staff in the building or buildings they serve, but from time to time, like other members of the staff, be called upon to render special or emergency services beyond the regular framework.

SICK LEAVE - Nurses shall be entitled to the same emergency leave, sick leave and vacation periods that are extended to the teaching staff.

INSURANCE - Nurses shall be protected by Professional Liability Insurance Coverage. They shall, insofar as state and local laws permit, be entitled to participation in the health and life insurance policies that are available to teachers and school employees.

TRANSPORTATION ALLOWANCE – The Transportation Allowance shall be two hundred dollars (\$200) per year.

TEACHING - Nurses shall not be assigned regularly scheduled teaching duties. (Nurses will continue to make classroom presentations on health issues.)

**APPENDIX F**

**CHAPTER 149**

**LABOR AND INDUSTRIES**

**CH. 149, S. 105D. MATERNITY LEAVE RIGHTS AND BENEFITS**

A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or, programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

For the purposes of this section, an "employer" shall be defined as in subsections 5 of section one of chapter one hundred and fifty-one B. Added by St. 1972, c.790, s.1; St. 1984, c.423; St. 1989, c.318.

**APPENDIX G**  
**SIDE LETTERS**

**Regarding APPENDIX B**

1. If a Unit member is assigned to the position of School Store Manager during any part of the contractual day, the Association and Committee agree to bargain the wages, hours, and working conditions for this position.
2. Effective September 1, 2008, the parties have negotiated the positions of K-5 Special Educator Facilitator Sped Facilitator 6 – 12 as a bargaining unit position. The job description is on file.

## APPENDIX H

### **ABBREVIATED STUDENT SCHOOL DAYS AND STAFF-DEVELOPMENT TIME**

During the school year abbreviated student school days (Early Release Days) will be scheduled as follows:

- Two (2) parent-conference days at the Elementary level
- One (1) parent-conference day at the Middle/High School level
- The last day of the school year

It is recommended that the Superintendent of Schools, after consultation with the Association, establish specific staff development dates no later than Memorial Day of the preceding school year.

### **VOICE OF TEACHERS FOR EDUCATION (VOTE)**

G.E.A. members who wish to make voluntary contributions to VOTE will be allowed to make equal payroll deductions from their salary.

Teachers will notify the business office before September 30 of every school year of the amount they want deducted. If no notification is given to the business department, the previous year's deduction, if any, will be made.

VOTE is the Voice of Teachers for Education. It is MTA's political action arm, an independent, voluntary, non-partisan organization.

## APPENDIX I

### GEORGETOWN EDUCATOR EVALUATION MODEL Effective School Year 2013-2014 School Year

#### 1. Purpose of Educator Evaluation

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

The regulatory purposes of evaluation are:

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

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

#### 2. Definitions

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

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

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

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

**District-determined Measures:** Measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios; approved commercial assessments and district-developed pre- and post-unit and course assessments; and capstone projects. These measures shall be locally-bargained by the parties.

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

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

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

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

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

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

**Improvement Plan** shall mean a plan developed by the Educator and the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 60 school days within the same school year and no more than one school year, for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer proceeding the next school year as part of the plan.

**ESE:** The Massachusetts Department of Elementary and Secondary Education.

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

**Evaluator:** Any building or district administrator who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one

time responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

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

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

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

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

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

**Formative Assessment:** An assessment conducted mid-cycle for an Educator on a Developing Educator Plan. The process is 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 for an Educator on a 1-year plan.

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

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

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

**Multiple Measures of Student Learning:** Measures must include a combination of classroom, school, and district assessments, student growth percentiles on state assessments, if state assessments are available. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 10 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, no videotaping or audio taping shall be permitted without mutual agreement between the Educator and Evaluator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

**Parties:** The Georgetown Education Association and the Georgetown School Committee are the parties to this agreement.

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

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

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

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

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

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

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



**Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on *trends and patterns* of student learning, growth, and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

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

Standard 1: Curriculum, Planning, and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

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

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

**Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st to the Evaluator at the point of goal-setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

**Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of

evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning, and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS, or dismissal pursuant to Massachusetts general laws.

**Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

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

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

### 3. Evidence Used in Evaluation

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

- A. Multiple measures of student learning, growth, and achievement, which shall include:
  - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.
  - ii. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS for ELLs and locally-bargained measures of student learning comparable across grade or subject district-wide.
  - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.
- B. Observations and artifacts of practice, including:
  - i. Unannounced observations of practice
  - ii. Announced observations of practice

- iii. Examination of Educator work products
  - iv. Examination of student work products
  - v. Evidence of progress toward professional practice goal(s)
  - vi. Evidence of progress toward student learning outcomes goal(s)
- C. Evidence relevant to one or more Performance Standards, compiled and presented *by the Educator*, 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 Plan, and contributions to the school community and professional culture.
  - ii. Evidence of active outreach to and engagement with families.
- D. Student and Staff Feedback – see #23-24, below

#### **4. Rubrics**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation, and the summative evaluation. These rubrics are attached to this agreement.

#### **5. Evaluation Cycle: Training**

- A. Prior to the implementation of the new evaluation process contained in this document, districts shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B. By December 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the December 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The superintendent shall work with the Association and the Evaluation Implementation Advisory Committee to determine the most effective means to provide this training.

#### **6. Evaluation Cycle: Annual Orientation**

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

- i. Provide an overview of the evaluation process, including goal-setting and the educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

## **7. Evaluation Cycle: Self-Assessment**

### **A. Completing the Self-Assessment**

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school.
- ii. The self-assessment includes:
  - An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
  - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubrics.
  - Proposed goals to pursue:
    - At least one goal directly related to improving the Educator's own professional practice.
    - At least one goal directed related to improving student learning.

### **B. Proposing the Goals**

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

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

- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## **8. Evaluation Cycle: Goal-setting and Development of the Educator Plan**

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- 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 the Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth, and achievement will be determined after ESE issues guidance on this matter. See #22, below.

Evaluators and Educators shall consider team goals. The Evaluator retains authority over goals to be included in an Educator's Plan.

- C. Educator Plan Development Meetings shall be conducted as follows:
  - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
  - iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - iv. For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal(s) may be team goals. In addition, these Educators may include professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A. In the first three years of practice:
  - i. The Educator shall have at least two (2) announced observations during the school year, one before January 31st and one after January 31st, using the protocol described in section 11B, below.
  - ii. The Educator shall have at least three (3) unannounced observations spaced over the school year.

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

- A. The Educator whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle. For the purposes of relative consistency within a school, these Educators shall have a similar number of such observations unless the Evaluator determines that additional observations are necessary or the Educator requests additional observations.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan, which will include at least two (2) announced observations, one before January 31st and one after January 31st. The Educator shall have at least three (3) unannounced observations spaced over the school year.

- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observations. The Educator will have two (2) announced observations, one before January 31st and one after January 31st. The Educator will have a minimum of four (4) unannounced observations, at least one per marking period. For Improvement Plans of six months or fewer, there must be no less than one (1) announced and two (2) unannounced observations.

## 11. Observations

The Evaluator's first observation of the Educator should take place by November 15th, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 15th.

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

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:
- i. The Evaluator shall observe the Educator for at least 10 minutes and/or up to one class period.
  - ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will verbally inform the Educator the purpose of the visit is for an unannounced observation.
  - iii. The Educator will be provided with written feedback from the Evaluator within 5 school days of the observation. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within 5 school days.
  - iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by subsequent observations by the Evaluator, announced and unannounced for sufficient time to demonstrate the completion of actions outlined in writing by the Evaluator.
  - v. Any unannounced observation which may result in disciplinary action shall be brought to the attention of the Educator within 48 hours at a post-observation conference where both the Educator and the Evaluator can be present.

### B. Announced Observations

All educators on Self Directed Growth Plans will have the opportunity to schedule the date and time of observations with the Evaluator. All non PTS on Developing Educator

Plans and PTS Educators on Directed or Improvement Plans shall have a minimum of two (2) announced observations conducted according to the following:

- i. The Evaluator, in coordination with the Educator, shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty minutes in duration or up to one class period.
- ii. Within 5 school days of the scheduled observation, 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 the performance.
- iii. 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.
- iv. 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.
- v. The Evaluator shall provide the Educator with written feedback within 5 school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - Describe the basis for the Evaluator's judgment.
  - Describe actions the Educator should take to improve his/her performance.
  - Identify support and/or resources the Educator may use in his/her improvement.
  - State that the Educator is responsible for addressing the need for improvement.
- vi. Within 5 school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours, if possible.

### C. Walkthroughs

Walkthroughs, Learning Walks, Instructional Rounds, and other like procedures by another name (herein called "walkthroughs") are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations



from walkthroughs summarize the aggregate climate, culture, and instruction, *rather than comment on individual teachers*, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, Educators will expect to receive feedback verbally regarding any issues or concerns observed.

## **12. Evaluation Cycle: Formative Assessment**

- A. A specific purpose for evaluation is to promote student learning, growth, and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth, and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 13, below.
- C. The Formative Assessment Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment Report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox.
- G. The Educator shall sign the Formative Assessment Report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

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

- A. Educators on two-year Self-Directed Growth Plans receive a Formative Evaluation Report no later than May 15th of year one of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance, in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator Plan appropriate to the new rating.
- B. The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. Four weeks prior to a mutually agreed upon date of the Formative Evaluation Report, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation Reports must be signed by the Evaluator and delivered face-to-face or by delivery to the Educator's school mailbox.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before and/or after completion of the Formative Evaluation Report.
- F. The Educator shall sign the Formative Evaluation Report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- G. The Educator may reply in writing to the Formative Evaluation Report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

**14. Evaluation Cycle: Summative Evaluation**

- A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one or two-year Educator Plan, the Summative Evaluation Report must be written and provided to the Educator by May 15th.

- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the attainment of the Educator Plan goals.
- C. The Evaluator shall determine the summative rating that the Educator receives. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning, and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- G. The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator face to face or to the Educator's School mailbox no later than May 15th.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.
- L. The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
- N. A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

**15. Educator Plans – General**

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards.
  - ii. At least one goal for the improvement the learning, growth, and achievement of the students under the Educator's responsibility.
  - iii. An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include, but are not limited to, coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- 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. Educators will not be required to pay for any of these programs.

**16. Educator Plans: Developing Educator Plan**

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

**17. Educator Plans: Self-Directed Growth Plan**

- 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 2013-2014 whose impact on student learning is moderate or high, when available. A Formative Evaluation Report is completed at the end of year one and a Summative Evaluation Report at the end of year two.

- 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 2013-2014 whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**18. Educator Plans: Directed Growth Plan**

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. The Educator shall have the chance to have input into the goals.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D. For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle. The Educator has the option to request a Support Team in writing to the Evaluator.

**19. Educator Plans: Improvement Plan**

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan. The Educator should have input into the contents of the plan although the Evaluator has final approval of the plan.
- B. An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

### C. Support Team

An Educator placed on an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Evaluator, in writing, on the form attached to the IEA Agreement as Appendix D 3, for the intervention of a Support Team. The Evaluator, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

#### i. Agreement, Consent, and Cooperation of the Educator with an Unsatisfactory overall rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the Educator with an unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent, and cooperation. The Educator with an unsatisfactory overall rating may at any time, by notice in writing to the Evaluator, terminate the continued functioning of the Support Team.

#### ii. Support Team Members

The Support Team shall consist of the Educator's Evaluator and three colleagues of the Educator, with the Educator selecting one colleague, the Association's Executive Board selecting one colleague, and the Administration selecting one colleague. The colleagues should be Educators in the school of the Educator with an unsatisfactory overall rating, if possible, but in any event must be teachers with professional status rated proficient or exemplary in the Georgetown Public Schools.

#### iii. Submission of Information

The Educator requesting Support Team intervention shall provide the Support Team, or authorize his/her Evaluator to provide the Support Team, with copies of the relevant documentation placing the Educator on an Improvement Plan as a result of an unsatisfactory overall rating, and such other information which the Support Team deems relevant.

#### iv. Role of Support Team

- a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., enlist outside support on the Educator's behalf; participation in professional development activities; course work; third party evaluation; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.

- b. The Support Team may expend up to a total of \$1,000 in implementing its suggestions to address the performance problems. Any expenditure in excess of \$1,000 (total) shall require the advance written approval of the Superintendent.
  - c. Support Team members who are colleagues and rated proficient or advanced will receive \$500 stipend each.
  - d. The Support Team shall: work with the Educator; monitor the progress of the teacher; make recommendations with regard to the performance problems and their solutions; and, at the conclusion of an appropriate time period, submit their findings with regard to the alleviation of the Educator's performance problems.
- D. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve, and the assistance to be provided to the Educator by the district.
- E. The Improvement Plan process shall include:
- i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii. The Educator may request that a representative of the Association attend the meeting(s).
  - iii. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- F. The Improvement Plan shall:
- i. Define the improvement goals directly related to the performance standard(s), indicator(s), element(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/resources, be it financial or otherwise, that the district will make available to the Educator.
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement.

- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment Report of the relevant standard(s) and indicator(s).
  - vi. Identify the individuals assigned to assist the Educator, which must include minimally the Evaluator and may include Support Team members.
  - vii. Include the signatures of the Educator and Evaluator.
- G. A copy of the signed Plan shall be provided to the Educator. The Educator’s signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. Decision on the Educator’s status at the conclusion of the Improvement Plan:
- i. All determinations below must be made no later than June 1st. One of three decisions must be made at the conclusion of the Improvement Plan:
    - a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - b. If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - c. If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - d. If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timeline For Non PTS Educators or PTS on Improvement or Directed Growth Plans**

<b>Activity:</b>	<b>Completed On or Before:</b>
Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process.	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal-setting process. Educator submits self-assessment and proposed goals.	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 15



Evaluator completes Educator Plans.	November 1
Evaluator should complete first observation of each Educator.	November 15
Educator submits evidence on parent outreach, professional growth, and progress on goals (and other standards, if desired).	January 5
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans.	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator.	February 15
Educator submits evidence on parent outreach, professional growth, and progress on goals (and other standards, if desired).	April 15
Evaluator completes Summative Evaluation Report.	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory.	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator.	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt.	June 15

#### **Timeline for Educators with PTS on Two-year Plans**

<b>Activity:</b>	<b>Completed On or Before:</b>
Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process.	September 15
Evaluator meets with Educators to assist in self-assessment and goal-setting process. Educator submits self-assessment and proposed goals.	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year).	October 15 of Year 1
Evaluator completes Educator Plans.	November 1 of Year 1
Evaluator completes unannounced observation, See Section 11 A. IV and V.	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report.	May 15 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any.	June 1 of Year 1
Evaluator completes Summative Evaluation Report.	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting if Educator is rated needs improvement or unsatisfactory.	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if requested, for Educator rated proficient or exemplary.	June 10 of Year 2

**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.

**21. Advancement to PTS Status**

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

**22. Rating Impact on Student Learning Growth**

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

**23. Using Student Feedback in Educator Evaluation**

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

**24. Using Staff Feedback in Educator Evaluation**

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

**25. Transition from Existing Evaluation System**

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

A. Non-PTS

B. Faculty who were not on the most recent evaluation cycle (evaluation system for 2012-2013)

In 2013-2014, Educators on cycle will be placed on a one year Self Directed Plan. They must write SMART Goals and complete an Educator Plan which will be approved by their

Evaluator. A summative evaluation will be completed at the end of the 2013-2014 school year.

Off cycle Educators will be placed on a two year Self Directed Plan. They will write SMART Goals and complete an Educator Plan that will be approved by the Evaluator. A Formative Evaluation Report will be completed at the end of the 2013-2014 school year.

During the 2013-2014 school year, the focus of the evaluation process will be on writing SMART Goals and Educator Plans and observing and evaluating Standards 1: Curriculum, Planning and Assessment and Standard 2: Teaching All Students. Educators will be encouraged to collect and present artifacts and evidence for Standard 3: Family and Community Engagement and Standard 4: Professional Culture to their Evaluator. These two standards will not be rated in the 2013-2014 school year.

No Educator with Professional Teacher Status will be rated Unsatisfactory and no Educator will be placed on an Improvement Plan for 2014-2015.

## **26. General Provisions**

- A. Only building or district administrators who are appropriately licensed and designated by the superintendent shall have responsibility for observation and evaluation.
  - i. Department Heads at the Middle/High School will be part of the evaluation process by conducting observations and contributing to the summative evaluation
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents, or other staff, except in the unusual circumstance where the Evaluator concludes that she/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint or secure assistance to support an Educator.
- C. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and Standards and Indicators of Effective Teaching Practice promulgated by ESE (35.03) and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. Union representation upon request shall be allowed to attend the meeting to ensure due process of the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. Violations of this article are subject to the grievance and arbitration procedures.

- F. If the matter reaches the arbitration level, the parties agree that there may be different levels of violations of the evaluation language. Both parties reserve the right to argue the appropriate remedy for said violations before the arbitrator.
  
- G. The parties agree to establish an Evaluation Implementation Advisory Committee which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.

**APPENDIX J - 1**

**GRIEVANCE FORM**

**GRIEVANCE LEVEL ONE**

**PRINCIPAL / IMMEDIATE SUPERVISOR**

**DATE FILED: \_\_\_\_\_**

TO: Principal/Immediate Supervisor: \_\_\_\_\_

School/Work Location: \_\_\_\_\_

UNIT EMPLOYEE: \_\_\_\_\_

Last Name

First Name

M.I.

LOCATION/WORK AREA:

\_\_\_\_\_

\*\*\*\*\*

Statement of Grievance(description of what you are asserting occurred) and Citation of the Provisions of the Contract: I am grieving the Collective Bargaining Agreement, generally and specifically, including but not limited to the following provisions of the Agreement:

Remedy Requested at this Level:

\_\_\_\_\_

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Unit Employee Signature

cc: GEA President  
GEA Representative  
MTA Consultant

Use the back of this form if more space is needed to explain the grievance or the requested remedy.

**APPENDIX J -2**

**GRIEVANCE FORM**

**GRIEVANCE LEVEL TWO**

**SUPERINTENDENT**

**DATE FILED:** \_\_\_\_\_

TO:Superintendent: \_\_\_\_\_

UNIT EMPLOYEE: \_\_\_\_\_

Last Name

First Name

M.I.

LOCATION/WORK AREA: \_\_\_\_\_

\*\*\*\*\*

Statement of Grievance(description of what you are asserting occurred) and Citation of the Provisions of the Contract: I am grieving the Collective Bargaining Agreement, generally and specifically, including but not limited to the following provisions of the Agreement:

Remedy Requested at this Level:

\_\_\_\_\_

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Unit Employee Signature

cc: GEA President  
GEA Representative  
MTA Consultant

Use the back of this form if more space is needed to explain the grievance or the requested remedy.

**APPENDIX J - 3**

**GRIEVANCEFORM**

**GRIEVANCE LEVEL THREE**

**SCHOOL COMMITTEE**

**DATE FILED:** \_\_\_\_\_

**TO: Georgetown School Committee c/o Superintendent** \_\_\_\_\_

**UNIT EMPLOYEE:** \_\_\_\_\_

Last Name

First Name

M.I.

**LOCATION/WORK AREA:** \_\_\_\_\_

\*\*\*\*\*

Statement of Grievance(description of what you are asserting occurred) and Citation of the Provisions of the Contract: I am grieving the Collective Bargaining Agreement, generally and specifically, including but not limited to the following provisions of the Agreement:

Remedy Requested at this Level:

\_\_\_\_\_

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Unit Employee Signature

cc: GEA President  
GEA Representative  
MTA Consultant

Use the back of this form if more space is needed to explain the grievance or the requested remedy.

**APPENDIX J – 4**

**TIME LIMIT WAIVER LETTER**

**AGREEMENT TO EXTEND/WAIVE A TIME LIMIT**

It is agreeable to the Georgetown Education Association and the Georgetown School Committee, parties to the Collective Bargaining Agreement dated \_\_\_\_\_, to extend/waive the time limits of Step/Level \_\_\_\_ of Article III, The Grievance Procedure, in the matter of the grievance known as \_\_\_\_\_ for the period of time up to and including \_\_\_\_\_ (Date).

Signed in duplicate:

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Appendix K  
GEORGETOWN MIDDLE / HIGH SCHOOL

**Department Meeting Minutes**

Date:
Staff Present:
Minutes Submitted By:

1. Agenda Item:
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Key Discussion Points:
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Action Items:
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2. Agenda Item:
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Key Discussion Points:
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Action Items:
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3. Agenda Item:

Key Discussion Points:

Action Items:

4. Agenda Item:

Key Discussion Points:

Action Items:

Follow Up Items:

Next Meeting Date: