AGREEMENT BETWEEN
THE
ROCKPORT SCHOOL COMMITTEE
AND THE
ROCKPORT TEACHERS’ ASSOCIATION

September 1, 2018-August 31, 2021

This Agreement is made and entered into by and between the Rockport School Committee (hereinafter referred to as the “Committee”) and the Rockport Teachers Association (hereinafter referred to as the "Association").
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I</td>
</tr>
<tr>
<td>ARTICLE II</td>
</tr>
<tr>
<td>ARTICLE III</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ARTICLE IV</td>
</tr>
<tr>
<td>ARTICLE V</td>
</tr>
<tr>
<td>ARTICLE VI</td>
</tr>
<tr>
<td>ARTICLE VII</td>
</tr>
<tr>
<td>ARTICLE VIII</td>
</tr>
<tr>
<td>ARTICLE IX</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ARTICLE X</td>
</tr>
<tr>
<td>ARTICLE XI</td>
</tr>
<tr>
<td>ARTICLE XII</td>
</tr>
<tr>
<td>ARTICLE XIII</td>
</tr>
<tr>
<td>ARTICLE XIV</td>
</tr>
<tr>
<td>ARTICLE XV</td>
</tr>
<tr>
<td>ARTICLE XVI</td>
</tr>
<tr>
<td>ARTICLE XVII</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ARTICLE XVIII</td>
</tr>
<tr>
<td>ARTICLE XIX</td>
</tr>
<tr>
<td>ARTICLE XX</td>
</tr>
<tr>
<td>ARTICLE XXI</td>
</tr>
<tr>
<td>ARTICLE XXII</td>
</tr>
<tr>
<td>ARTICLE XXIII</td>
</tr>
<tr>
<td>ARTICLE XXIV</td>
</tr>
<tr>
<td>ARTICLE XXV</td>
</tr>
<tr>
<td>ARTICLE XXVI</td>
</tr>
<tr>
<td>APPENDIX A</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>APPENDIX B</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>APPENDIX C</td>
</tr>
<tr>
<td>APPENDIX D</td>
</tr>
<tr>
<td>APPENDIX E</td>
</tr>
<tr>
<td>APPENDIX F</td>
</tr>
<tr>
<td>APPENDIX G</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>APPENDIX H</td>
</tr>
<tr>
<td>APPENDIX I</td>
</tr>
</tbody>
</table>
Article I  RECOGNITION
1. The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of Unit A consisting of all professional teaching employees and specialized instructional support staff including deans, counselors, counselor/psychologists, guidance, nurses, and specialists of the Rockport School System, but excluding the Superintendent, High School Principal, Middle School Principal, Elementary School Principal, RES Assistant Principal/Curriculum Director and the Director of Student Services.
2. The employees in Unit A will be hereinafter referred to as the "Teacher."
3. Unless another employee organization shall have been designated as the exclusive representative of the teachers, the Committee agrees that so long as this Agreement shall continue in effect it will not recognize any organization other than the Association as the representative of the teachers for the purposes specified in Section 1.

Article II  SCHOOL COMMITTEE RIGHTS
Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the Committee except where such right, power or duty is specifically limited by this Agreement, nor shall any outside action be binding upon the Committee except as covered in the grievance procedure, as stated in Article III of this Agreement.

Article III  GRIEVANCE PROCEDURE
A. Definition
1. A "grievance" is defined as a complaint by a teacher or group of teachers, that as to the complainant, there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. "Days" shall mean school days. In the event that a grievance is in process when school closes in June; the time limits set forth in this Article shall be based on calendar days rather than on school days. Said calendar days shall begin with the first day after the official closing day in June.

B. Purpose
1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers.

C. Procedure
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Grievance Committee of the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two
2. All decisions will be rendered in writing, setting forth the decision and the reasons thereof, and will be transmitted promptly to all parties in interest.
3. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the proceedings.
4. The grievant will present at each level of the grievance procedure a written statement which shall include an explanation of the grievance and reference to provisions of the Agreement being grieved.
5. A grievance must be filed within twenty-five (25) school days after the individual knew or reasonably should have known of the act or condition on which the grievance is based.

6. The grievance shall be processed as follows: Prior to filing a formal grievance, the grievant will discuss the question informally with his/her immediate superior (Director or Principal), and if the matter is not resolved within three (3) school days, the individual may proceed to Level One.

Level One If the grievance is not resolved, the Association may file the grievance in writing with the Principal within five (5) school days after the decision at the discussion level. Within five (5) school days after submission of the grievance, the Principal will meet with the grievant and the Association to discuss the grievance. The Principal will render his/her written decision within five (5) school days of the conclusion of the meeting. Where there is no Principal, or where the Principal was involved prior to Level One, the Association shall submit the grievance to the Superintendent pursuant to Level Two rather than proceed through Level One.

Level Two If the grievance is not resolved, the Association may submit the written grievance to the Superintendent within five (5) school days after the decision at Level One. Within five (5) school days after the submission of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and the Association to discuss the grievance. The Superintendent (or his/her designee) shall, within five (5) school days of the conclusion of the meeting, render his/her decision in writing to the grievant and the Association.

Level Three If the grievance is not resolved at Level Two, the Association may, within five (5) school days after the decision at Level Two, submit the written grievance to the Committee. Within fifteen (15) school days after submission of the grievance to the Committee, the Committee (or designated members thereof) shall meet with the grievant and the Association to discuss the grievance. The Committee shall render its decision in writing to the grievant and the Association within five (5) school days of the conclusion of the meeting.

Level Four (a) If the grievance is not resolved, the Association may, within thirty (30) school days after the decision of the Committee is due at Level Three, file a written demand for arbitration of the grievance with the American Arbitration Association (AAA), in accordance with its rules and regulations. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association. If the Association and the Committee agree upon a mutually acceptable arbitrator, the name of the arbitrator shall be transmitted to the AAA once the demand has been filed and the AAA will arrange for the arbitrator to serve. If the mutually chosen arbitrator is unable to serve, the AAA will provide list(s) of suggested arbitrators in accordance with established procedure.

Level Four (b) The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, or would later add to, or detract from, or modify the terms of this Agreement. The decision of the arbitrator, if within his/her jurisdiction shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this
Article IV  TEACHING HOURS AND TEACHING LOAD

A.  
1. The starting and dismissal times for students will be established by the Committee. Additional increases in the length of the school day will be made only if mandated by the State Law or regulations issued pursuant thereto, or until after agreement with the Association. 
2. Teachers will be at their stations before and after school, a total of twenty (20) minutes per day. The scheduling of the time will be determined by the Principal at each school.
3. Personnel other than classroom teachers will work at their assigned tasks for at least the length of the teachers' workday who are assigned to the same building as said personnel. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact schedule will be worked out on an individual basis.
4. The Elementary nurse generally shall work from 8:30 am to 3:00 pm. The afternoon end time may be adjusted by the Principal to fit the needs of the afternoon programming. The middle school/high school nurse shall work from 7:35 am to 2:10 pm. with twenty (20) minutes scheduled prior to or after the student day.

B.  
1. The work year of teachers will begin the Monday before Labor Day. The Friday before Labor Day will not be a scheduled workday. The school year will end no later than June 30.
2. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and workshop days.
3. The work year of teachers shall be as follows: There will be one hundred eighty (180)
student days and one hundred eighty three (183) teacher workdays. The calendar shall include scheduled half-days the day before Thanksgiving, the day before Christmas Day vacation break, the day before February vacation break, and the day before April vacation break. Students will attend one half (1/2) day on their last day of the school year. Three (3) professional development days may be scheduled during the period encompassed by the school year.

C.

1. Teachers may be required to remain after the end of the regular workday. The length of the workday shall be commensurate with the duties and responsibilities of the position. When meetings are to be scheduled before and/or after the end of the regular workday, teachers will, whenever possible, be notified of the meeting at least two (2) school days in advance of the meeting. Except in unusual circumstances, teachers will not be required to attend more than three (3) after school meetings per month. Total meeting time attended by a teacher shall not exceed forty (40) hours per year. No such meeting shall exceed two (2) hours in length beyond the end of the school day. The content of the meeting shall be at the discretion of the building principal but teachers will be able to place building-related issues on the agenda. The purpose of the meetings shall be to share building-based information and discuss school-related issues. Only one meeting per month can be used to share building-based information and school-related issues. The two additional monthly meetings will be teacher work time for departmental or grade level work, such as curriculum writing, data analysis, the creation or revision of assessments, or other worthy professional development options. Meeting time is not to be used for extending the school to parents or for parent-teacher conferences without the written consent of the RTA.

2. Teachers may be required to work up to three (3) evenings per year for the purpose of extending the school to parents. No evening shall be used for any internal business such as teacher workshops or curriculum development.

D.

1. Teachers will have a duty free lunch period of at least thirty (30) minutes. Each nurse will be scheduled a duty free lunch period of thirty (30) minutes. The administration agrees not to intrude on this time. The nurse, however, understands that he/she must respond to emergencies in the building. In the event the nurse loses all or a portion of the identified lunch period, compensatory time will be provided.

2. Middle school and high school classroom teachers will have in addition to their lunch period (except in the case of the most extreme scheduling difficulties) one preparation period (or its equivalent in a modular schedule) per day. A teacher’s preparation time in one cycle will be at least equal to one-fifth (1/5) of his/her teaching time in one cycle.

3. There will be a fifteen (15) minute recess period each day in the elementary school. Each elementary school teacher, including specialists, will be off duty for such recess time every day.

4. The Committee recognizes that there is a need for professional growth and development. On the recommendation of the Superintendent, the Committee will set aside regularly scheduled 1/2 and/or full day(s) for the purpose of in-service workshops.

5. The parties recognize the need for teacher preparation time at the elementary level. Every effort will be made to ensure that teachers have an average of two hundred twenty-five (225) minutes of preparation time during the same week (forty-five (45) minutes per
day, if at all possible) exclusive of recess. Each grade level team, including specialists, at the elementary school will also be entitled to a common planning time (PLC) of forty-five (45) minutes each week in addition to their individual daily prep time. This time is a period for grade level team collaboration and/or curriculum coordination on grade level curriculum initiatives.  

6. Elementary teachers will not be required to hold meetings during their grade’s lunch period. If the teachers agree to meet for a grade level meeting during lunch, during their established preparation period, or before or after school, teachers will be granted compensatory preparation time during the same week.

E. Teacher-pupil ratios are determined by the type of program, frequency of meetings, and purpose of instructional unit. Ratios will be considered on each level by the Superintendent and if excessive, assistants will be provided.

F. The Athletic Director shall not be required to teach more than three (3) periods.

G. A teacher's participation in extracurricular activities outside the major area of concentration will be voluntary. Teachers will be compensated for participation in major extracurricular activities in accordance with the provisions of Appendix A of this Agreement.

H. Class advisors will be responsible for their class activities.

I. Any teacher being used to cover other classes or duties during his/her preparation period will be paid at the rate of $25 per period or portion thereof. Any teacher who takes any scheduled class or portion thereof will be compensated at the rate of $25 per class or portion thereof.

J. Secondary school teachers shall not teach more than five (5) courses that meet on a daily basis or the equivalent number of periods in courses that do not meet daily (e.g., 25 classes per five (5) day cycle), except, however:

1. These teachers may be assigned an additional period per day for student supervision or for other duties but in no event shall a teacher be deprived of his/her guaranteed daily lunch nor (except in the case of the most extreme scheduling difficulties) preparation periods.

2. Teachers who teach five (5) courses on a daily basis and have a minimum of three (3) courses that have an additional period such as "lab" periods - shall not be assigned to extra duty periods.

3. The RTA president will not be assigned duties.

K. In special circumstances, due to time restrictions for certain child care facilities, the Superintendent may recommend to the Committee that a teacher may be granted a waiver of Article IV.A.2. Approval of such a request will depend upon the circumstances of each case. Written notice of such approval will be forwarded simultaneously to the Association.

L. 1. Any teacher who chaperones a school-sponsored overnight field trip is entitled to receive a $50 tuition voucher for each night of the trip.

2. Upon completion of an overnight trip, each teacher needs to fill out the Overnight Field Trip Tuition Voucher form, and submit it to his or her principal by the end of the
school year in which the trip took place. Once signed by the principal, the form will be placed in the teacher’s personnel file in the Superintendent’s office.

3. Teachers have **five years** from the date the form was signed by the principal to take a course, and submit proof of payment and grade for the course to the Superintendent’s office. Once all paperwork has been received, the teacher will receive reimbursement.

4. Vouchers may be used to cover the remaining tuition costs that are not completely covered when a teacher applies for reimbursement for courses from the $20,000 provided by the school committee to the RTA under **Article XVII, Section D.3.** of the collective bargaining agreement. Vouchers may also be used to cover the remaining tuition resulting from partial reimbursement from any other source.

M. **Positional Stipends**

Any additional evenings reflected in this section will be paid through per diem with each two (2) additional evenings being equal to one (1) full day of per diem pay.

1. The Middle School Counselor stipend is to include up to five (5) additional evening meetings. These evenings will be paid to the counselor at his/her per diem rate. The evenings so worked will be arranged by mutual agreement between the Principal and the guidance counselor.

2. The High School Counselor will not have any requirement for additional summer days nor evening meetings.

3. The High School Guidance Counselor(s) stipends will include up to seven (7) additional summer days and up to eight (8) additional evening meetings. These days and evenings will be paid to the counselors at their per diem rates. The days so worked will be arranged by mutual agreement between the Principal and the guidance counselors.

4. Each full-time nurse employed by the district will receive a stipend based on their per diem, which will cover two (2) additional summer days.

5. Each Team Chair will work four (4) additional days prior to the start of the school year and four (4) additional days at the end of the school year. It is understood that the additional days will be contiguous to the Team Chair’s work year. Any deviation from that schedule must be approved in writing by the Building Principal and in conjunction with scheduling by the Director of Student Services.

Payment for each additional day of work shall be at the Individual Team Chair’s per diem rate. In addition each Team Chair will receive a $1200 additional Stipend to cover assigned Out of District Placements.

6. The PreK-12 Math Specialist will work four (4) additional summer workdays. The four (4) additional summer days will be scheduled by mutual agreement of the Mathematics Specialist and the High School Principal. The PreK-12 Specialist will work seven (7) additional evenings per year. These evenings will be for the purpose of extending the school to parents and/or presenting to the school committee. Each evening will be scheduled with the knowledge of and subject to the written approval of the High School Principal. No evenings will be used for any internal business, such as teacher workshops or curriculum development. Payment for each additional day and each additional evening of work shall be at the Mathematics Specialist’s per diem rate.

7. Each Dean will work three (3) additional days prior to the start of the school year
and one (1) additional day at the end of the school year for a total of four (4) additional summer days. It is understood that the additional days will be contiguous to the Deans’ work year. Any deviation from this scheduling of these additional days must be approved in writing by the Building Principal. The Deans will work ten (10) additional evenings per year. These evenings will be for the purpose of extending the school to parents and each evening will be scheduled with the knowledge of and subject to the written approval of the Building Principal. No evenings will be used for any internal business such as teacher workshops or curriculum development. Payment for each additional day and each additional evening of work shall be at the individual Deans’ per diem rate.

Article V NON-TEACHING DUTIES
The Committee and the Association acknowledge that a teacher’s prime responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Teachers will not be required to perform the following duties:
   1. Health services, such as administering eye or ear examinations and weighing and measuring pupils, with the exception of the school nurses who will perform these services as part of their regular job responsibilities.
   2. Although teachers may be required to collect and transmit money, they will not be required to tabulate or account for such money, and collections will be kept to a minimum.

B. Teachers will not be required to drive pupils to activities, which take place away from the school building, but they may do so voluntarily.
   1. If the activity is associated with the school program, the Superintendent's approval will be required. The teacher will complete the District form and will attach a copy of his/her automobile insurance binder. Upon approval, the Superintendent will sign the form and return the form to the teacher.
      a. In such event, the teacher will be relieved of personal liability covered by the district insurance policy, for any accident which may occur.
      b. Teachers who use their own vehicles for such approved trips will be reimbursed for such use. Reimbursement will be based on the mileage fee currently used in the school system.
   2. The school department will not be responsible for the unauthorized transportation of pupils.

C. The Committee, shall, except in a severe budget crises that would result in the reduction in force of teaching staff, provide a minimum of three (3) full-time teacher aides (clerks) for the exclusive use of teachers. One clerk shall be assigned to each level:
   1. the elementary school
   2. the middle school
   3. the high school
If a clerk or clerks are reduced, then the remaining clerks will divide their time equally amongst the three buildings. Once the budget crises that resulted in the reduction in the clerk positions subsides then the full number of clerks will be restored.
D. Teachers, with the exception of the school nurses and the RTA president, will be assigned to cafeteria duty on an equitable basis within each level (high school, middle school, and elementary school).

Article VI TEACHER EMPLOYMENT

A. All current and future core academic teachers, as defined by DESE (Department of Elementary and Secondary Education)’s RETELL (Rethinking Equity in the Teaching of English Language Learners) initiative, will be required to obtain an SEI (Sheltered English Immersion) Endorsement through DESE, in accordance with DESE RETELL requirements, as a condition of employment in the Rockport Public Schools. Other teachers are encouraged to obtain SEI endorsement, but are not required to do so as a condition of employment in the Rockport Public Schools until such time as DESE modifies its definition of those teachers who must obtain the Endorsement.

1. A “core academic teacher” includes early childhood and elementary teachers, teachers of students with moderate disabilities, teachers of students with severe disabilities, and teachers of the following academic subjects: English, reading and language arts, mathematics, science, civics and government, economics, history, and geography.

2. All core academic teachers must either possess SEI endorsement or obtain it within one (1) year of the assignment of an ELL student.

3. In addition to SEI endorsement, every licensed educator must earn at least fifteen (15) PDPs (Professional Development Points) related to SEI or English as a Second Language AND at least fifteen (15) PDPs related to training in strategies for effective schooling for students with disabilities and instruction of students with diverse learning styles, in order to renew his or her license.

B. Full credit will be given for at least six (6) years previous public school teaching experience. For school nurses, full credit will be given for at least six (6) years previous public school nurse experience.

C. Additional credit, not to exceed three (3) years, for military experience interrupting a teacher's career may be given upon initial employment.

D. Any member of the bargaining unit, who intends to resign his/her position, shall notify the Committee in writing of his/her intent at least thirty (30) days prior to the date of resignation.

E. Long term substitutes who are certified and employed by the district for a full-year will earn one (1) year towards professional status. In addition, they will receive a mentor during their full-year assignment and be subject to the first year non-PTS requirements of the teacher evaluation process. A long term substitute who is certified and employed by the district for a full-year will earn a year towards professional status. He/she will receive a mentor during his/her full-year long-term substitute assignment(s). In addition, he/she will be subject to the non-PTS requirements of the teacher evaluation process.
Article VII  TEACHER ASSIGNMENT
A. Elementary teachers will be notified by June 30, if their assignment to a grade or building is to change for the next school year. Secondary school teachers will be notified in writing not later than June 30, of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have. Changes may be made after that date by mutual agreement. This procedure is subject to change in emergency situations.
B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of activity. Teachers who are assigned to teach not more that twenty percent (20%) in an area in which they are not certified shall not be required to get certification in this area.
C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary.
D. Teachers with duties in more than one building during a school day, whose schedule cannot be established in the spring, will work out their schedule as soon as possible in the fall. This will be done in cooperation with the building principals and will be subject to final approval by the Superintendent. Teachers who are assigned to more than one school in any one-day will receive ample time for all travel done by them.

Article VIII  VACANCIES AND PROMOTIONS
A. 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 Association bulletin board in every school as far in advance of the appointment as possible. During the summer months, notices of vacancies will be placed on the Rockport School Committee’s website. An employee who wishes to receive said notices by mail shall leave self-addressed envelopes with the Superintendent’s office prior to the end of the school year. In both situations, the qualifications for the position, its duties and the rate of compensation, will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur, unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the schools or the giving of notification to the Association, except in the situation where the Superintendent shall determine an emergency exists, at which time he/she may waive the ten (10) days to a twenty-four (24) hour notification period of vacancy. The decision of the Superintendent in determining an emergency shall be subject to Article III, the grievance procedure.
B. All qualified teachers, who apply in writing by the posting deadline, will be given adequate opportunity to make application for such positions, and all Rockport teachers who apply and are certified for the position will be granted an interview. The Principal and/or Superintendent agree to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The right and obligation of the Principal and/or Superintendent under the law to fill vacancies according to his/her best judgment and consistent with the terms and conditions of the statutes of the Commonwealth are hereby reaffirmed.
C. In filling summer school and evening school positions, the best qualified available individuals will be employed. In situations where a Rockport teacher is equally well
qualified, he/she will be given preference.

D. Whenever a new position is created, the Committee shall notify the Association and will, upon request, discuss whether the position is appropriate to Unit A within fourteen (14) days after said request of the Association.

Article IX  TEACHER TRANSFERS

All qualified teachers, with professional teaching status, who apply in writing by the posting deadline, will be given adequate opportunity to make applications for transfers. All Rockport teachers who apply and are certified for such positions will be granted an interview and shall have first consideration over outside applicants. In the event that a Rockport teacher is not selected for the position, the Rockport teacher has the right to request written reasons for the denial of the transfer based upon criteria in Article IX, Section A. from the Superintendent. 

Only one teacher transfer may be approved for an individual teacher during a given school year, unless approved by the superintendent. In the case of a newly created position, or an open administrative position, the unit member must follow the regular application process. All requests for transfer must be made in writing before the posting for the position has closed.

A. Voluntary Transfers

A teacher, with professional teaching status, who submits an application in writing by the posting deadline, may apply for a transfer to any vacant position for which he/she is certified. No such application will be arbitrarily or capriciously denied. A transfer is a change in school, grade level, subject matter, or department classification. The Superintendent will consider the following criteria in determining selection for teacher transfer:

1. Proven performance by the teacher of his/her duties and responsibilities;
2. The need for curriculum programming;
3. Total contribution throughout the teacher’s career to the Rockport Public Schools and the needs of its students;
4. Professional growth of the teacher;
5. Seniority;
6. Overall teaching experience;
7. If two or more teachers are considered approximately equal in view of criteria #1 through #6, any tie will be resolved by lottery.

B. Involuntary Transfers

1. When no teacher has applied for a vacancy, and the Superintendent determines that it is necessary to fill the vacancy by involuntary transfer, he/she shall first seek volunteers from among those teachers who hold certification(s) for the open position(s). The Superintendent may only transfer teachers involuntarily to meet the instructional requirements of the school system in the event of either: 1.) declining or shifting enrollment; 2.) a reduction in state or local aid which results in less than a level funded budget; 3.) a reduction in state or local aid which results in a level funded budget from one fiscal year to the next fiscal year; 4.) unexpected, major budgetary constraints which arise during a fiscal year, and provided further, that the layoff and recall provisions of Article XIII have been followed or; 5.) In the judgment of the Superintendent, the needs of the students require an alternative staffing arrangement that
cannot be met by another staff member.
2. If there are no volunteers, transfers shall be made involuntarily. Such transfers shall be to position(s), when and if feasible, as comparable as the circumstances permit in grade level and/or subject area to the transferring teacher's current position. The Committee and the administration will provide assistance to help the transferred teacher(s) adjust to his/her new area. Such assistance may include, but not be limited to, providing the teacher(s) with a mentor. When and if positions become available, a transferred teacher(s) shall be given first consideration to a teaching position in his/her former grade or department/classification, unless another teacher is more qualified for the position than the transferred teacher(s). The transferred teacher(s) has the right to request written reasons for the denial of the transfer based upon the criteria in Article IX. Section A., from the Superintendent. The transfer will become effective at the start of the next school year, or sooner, at the discretion of the Superintendent.

Article X    TEACHER FACILITIES
Where practicable, without substantial expenditures or remodeling which would reduce instructional areas, each school now in use will be equipped with the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid the preparation of instructional materials;
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge with a working refrigerator. Said room will be in addition, if possible, to the aforementioned teacher work area;
4. A serviceable desk and chair for the teacher in each classroom;
5. A communication system, so that teachers can communicate with the main building office from their classroom;
6. A well-lighted and clean male teacher restroom and clean well-lighted female teacher restroom;
7. There will be a separate, private dining area for the exclusive use of teachers at each building level; elementary, middle, and high schools. At the elementary level, the lounge shall be designated as the area for exclusive use. When educational personnel from outside the district are in the building, administrative personnel may request permission to enter the lounge to meet the teachers;
8. Dedicated parking facilities for teacher parking at each school.

Article XI    USE OF SCHOOL FACILITIES
A. The Association will have the right to use the school buildings without cost, at reasonable times, for meetings. The Association assumes responsibilities for damage or cost, which can be proven to be directly attributed to use by the Association.
B. There will be one (1) bulletin board in each building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material.
C. School will be open to teachers from 7:00 AM until 5:00 PM on a regular school day.
1. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding a teacher. Such action will be done privately, except as hereinafter provided. When a teacher is to be disciplined by any member of the administration, the teacher, upon request, shall be entitled to have an Association representative present. In the event that the substance or fact of the discipline is to be placed in the teacher's file, it shall not be placed in the teacher's file until the teacher has had an opportunity to review the material and attach to the material any pertinent comments he/she desires to make.

2. Any complaint which a member of the Administration regards as having substance concerning a teacher by any parent, student, or other person will be called to the attention of the teacher, and said teacher shall have the opportunity to present his/her point of view, prior to the imposition of administrative discipline or inclusion in the teacher's personnel file.

3. Any material that contains negative statements or implications, pertaining to a teacher, originating after original employment, shall not be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the grievance is upheld, the material shall be corrected or expunged from the file.

4. Teachers have a right to examine and to copy their own personnel file in accordance with the requirements of Chapter 71, Section 42c of the General Laws of Massachusetts. Teachers may have rebuttal statements placed in their folder.

5. There will be no reprisals taken against any teacher by reason of his/her membership or non-membership in the Association or participation or lack thereof in its activities.

6. Teachers will be entitled to full rights of citizenship, and no out of school religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

7. No teacher shall receive adverse comments orally from any supervisor in the presence of pupils, unless there is a threat to their health or safety.

8. Whenever any teacher is required to appear before the Committee, concerning any matter which could adversely affect the continuation of that teacher in his/her office or position, employment, salary or increments, he/she shall be notified of the meeting or interview at least seventy-two (72) hours in advance of the scheduled appearance, and he/she shall be entitled to have an agent or representative of the Association present to advise and represent him/her during such proceeding. The Committee shall be given forty-eight (48) hours notice if the teacher is going to be represented by an agent or representative other than one from the local Association.

9. a. No professional status teacher covered by this Agreement shall be dismissed, demoted, or reduced in salary, except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Sections 42, 42A, and 43, which are hereby incorporated by reference and made a part hereof. No claim that the
dismissal, demotion, or reduction in salary of any professional status teacher covered by this Agreement is in violation of the said statutory provisions shall be subject to the grievance and arbitration provisions of this Agreement.

b. In conformity with the law, the Committee shall possess the exclusive discretion over the employment and retention or non-retention of the service of any non-professional status teacher covered by this Agreement. Any exercise of said discretion shall not be subject to the grievance and arbitration provisions of this Agreement.

c. Except for the matter covered by the provisions of Section B.7.a. and b. of this Article, no employee will be disciplined, suspended, or denied increment increases without just cause.

Article XIII  REDUCTIONS IN FORCE (RIF)

A. Should the Committee decide to reduce the number of positions in the bargaining unit, such reduction shall be consistent with the General Laws and this Agreement;

B. In the event that it becomes necessary to reduce the number of employees included in the bargaining unit, the following order and procedure will be used to effect such layoffs:

1. Seniority is defined as the length of continuous employment, measured from the first date for which compensation was received, in a bargaining unit position, including time spent on paid leaves of absence. Seniority for part-time members hired on or after the first work day of the 2007-2008 school year, will be computed based upon their percentage of teaching time to a full-time equivalent. Full credit will be given for part-time service for members employed prior to the 2007-2008 school year. Teachers on unpaid leaves of absence shall not accrue time towards seniority while on such leave. An unpaid leave of absence shall not break continuity of employment for seniority. However, should an individual resign from the school system, seniority shall be lost. In the event such individual re-enters the bargaining unit, seniority shall be determined as provided above.

2. To the extent possible, normal attrition will be used first; that is teachers who resign, retire, or who otherwise terminate employment shall not be replaced.

3. If further reductions are necessary, they will be made next among those teachers who have not attained professional status in the departments and/or classifications to be reduced.

4. This Section 3 shall be effective up to and through August 31, 2016.

The Association and the Committee recognize that, under certain circumstances, it may become necessary to lay off a member of the bargaining unit. In the event that further reductions will result in the layoff of a professional status teacher within a department or classification, seniority will determine the order of layoff.

Effective September 1, 2016 Section 3 shall read as follows:

The Association and the Committee recognize that, under certain circumstances, it may become necessary to lay off a member of the bargaining unit. In the event a teacher with
professional teacher status is to be reduced due to a reduction in force, the following factors shall be considered by the Superintendent in determining who among teachers with professional teacher status within a department or classifications is to be reduced: license, the nature and diversity of the license, educational background, professional development, job performance, the needs of the school system and length of service in the system. Where among teachers with professional teacher status the other foregoing factors are approximately equal, seniority shall be the determining factor.

In the event that Paragraph 7 of MGL Chapter 71 Section 42 as modified by the Legislature in 2012 is revoked or otherwise modified then the original Section 3 shall be in effect.

5. If a professional status teacher loses his/her position within a department/classification, the teacher may displace a less qualified (as per the criteria in #3 above) professional status teacher in another department/classification, provided the teacher is certified in the area. However, if the certification was earned prior to 1983, the teacher must take five (5) three (3) credit courses in the new area of teaching. "New area" is defined as content subject area in which a teacher is certified but has not actively taught in the five (5) years previous to the displacement. Course credits in the new area, which are earned since certification but prior to the displacement, will be counted toward the fifteen (15) credit requirement. Reimbursement for all courses will be made in accordance with Article XVII. The fifteen (15) course credits must be earned within three (3) years of the effective date of the new area assignment.

6. In the event that two (2) professional status members have identical seniority, the following criteria shall be applied, in order of appearance, until the tie is broken: a.) date of appointment by the Committee; b.) comparison of current educational credits which could determine horizontal placement on the salary scale (e.g. a Master + 30 teacher has more seniority than a Master + 15 teacher); c.) step at which the individual was hired (e.g. a teacher hired at Step 6 of the teachers' salary schedule is more senior than a teacher hired at Step 5 of the teachers' salary schedule).

C. Each department and/or classification listed below shall constitute a separate unit for purposes of staff layoff:
1. Elementary (PreK - 5)
2. Secondary
   a. English
   b. Science
   c. Mathematics
   d. Social Studies
   e. World Language
   f. Guidance
   g. Practical Arts
   h. Dramatic Arts
   i. Deans
   j. Counselor
3. Pre-K - 12
a. Music  
b. Physical Education  
c. Art  
d. Special Education  
e. Librarians and Media Specialists  
f. Reading  
g. Counselor/Psychologist  
h. Counselor  
i. Speech  
j. Technology  
k. Health  
l. English Language Learning  
m. Nurses  
n. Math Specialist  
o. Interventionist

Should new departments and/or classifications arise during the term of this Agreement, they will be added to the list.

D. Except for unforeseen circumstances, any teacher, who is to be reduced pursuant to this Article, shall be notified of such reduction no later than May 15th of the school year preceding the school year in which the reduction is to take place. The Association shall be notified by April 15th if the Superintendent believes that it may be necessary to lay off teachers in the subsequent school year.

E. Before a professional status teacher is laid off, he/she shall be notified of any available positions that are anticipated for the next school year and the qualifications for said position(s). The teacher will be extended initial consideration for any available position(s) for which he/she proposes a definite plan to become qualified.

F. A teacher that has been identified for RIF under this Article may choose to apply to the Committee for an involuntary unpaid leave of absence. The teacher shall waive in writing, and subsequent to the receipt of a notice of reduction in force, any present or future right to a dismissal hearing relative to this RIF that s/he may have pursuant to MGL Chapter 71, Section 42. See Appendix C, Waiver Form.

G. The rights of professional status teachers on layoff during the recall period shall be as follows:

1. The recall period for any teacher laid off shall be twenty-four (24) months from the effective date of layoff. The effective date of layoff shall be the first day of the school year following notification of layoff.
2. If positions become available which laid off teachers previously performed, or if available positions are substantially similar to positions which laid off teachers previously performed within the department/classification, laid off teachers will be offered these positions in reverse order of layoff.
3. Recall notices of positions available under Section 2 will be sent to teachers by certified or registered mail to their last address of record with copies sent to the Association. If the teacher rejects the recall offer, or fails to respond to it, the position
shall be offered to the next person on the recall list. A recalled teacher shall have fourteen (14) calendar days after receipt of the recall notice to accept a position.

4. In the case of a recall that occurs during the school year, and if there is no one on the recall list that accepts a particular position, a teacher may indicate in writing that he/she will return to the position at the beginning of the next school year, in which case the most senior teacher so indicating interest shall have first rights to the position.

5. During the recall period a teacher will be considered to be on an involuntary leave of absence without pay. Teachers identified for RIF, who elect an involuntary unpaid leave of absence, will maintain their professional teacher status, seniority, and other contractual benefits during the recall period.

6. Subject to the provisions of Chapter 32B of the General Laws and town government procedures, laid off employees may continue group insurance coverage during the recall period as provided by the Committee to members of the bargaining unit. Under this Section laid off employees shall pay 100% of premium costs.

Article XIV  TEMPORARY LEAVES OF ABSENCE

A. Teachers will be entitled to the following leaves of absence with pay each school year:

1. Three (3) days leave of absence per year for personal, legal, business, household, or family matters which require absence during school hours. This may be used as sick leave and allowed to accumulate.

   Effective September 1, 2007, unused personal leave days may accumulate up to a maximum of five (5) school days at the end of the school year. Any remaining personal leave days in excess of five (5) days shall then be converted to sick leave. Bargaining unit members will be permitted to retain all unused personal leave days accumulated prior to September 1, 2007, provided, however, they may not continue to accumulate days in excess of the number of personal days accumulated prior to September 1, 2007. A teacher with a carryover in excess of five (5) days, who utilizes more than three (3) personal days in any year, will have those used days deducted from the personal leave account accumulated prior to September 1, 2007. Unused accumulated personal leave days, as defined above, shall be converted to sick leave upon resignation, retirement, or death as provided in Section G.

   Applications for personal leave will be made at least forty-eight (48) hours before taking such leave, except in case of emergency; and the applicant for such leave will not be required to state the reason for taking such leave other than that s/he is taking it under this section unless the leave is for greater than two (2) consecutive days. Any temporary leave of absence (personal leave) to be used in units of more than two (2) consecutive days must be approved by the Superintendent.

2. Under this Section, an employee may request to take a personal leave on the day preceding and/or the day following a school vacation or holiday twice in any four-year period; such leave will be approved solely at the discretion of the Superintendent and is non-grievable. The granting of leaves to extend vacations or holidays is based on the
availability of obtaining appropriate substitutes. The four (4) year period of time shall begin with the first use of a personal day by the employee to extend a vacation or holiday and continue to the end of the time period four (4) years from that date. A new four (4) year period will commence only after the first four (4) year period has expired. The Superintendent will grant the exception to this "twice in a four (4) year period restriction" if the teacher demonstrates that the leave will be used for a significant life event. A significant life event shall include, but is not limited to, a wedding, birth, graduation, religious ceremony, or award ceremony. A regularly occurring annual event shall not be considered a significant life event.

3. Up to three (3) days per school year to observe major religious holy days that obligate the teacher claiming such leave to attend religious services during school hours.

B. Teachers will be entitled to thirteen (13) sick leave days each school year. Sick leave days may be accumulated from year to year to an unlimited maximum. A statement from the attending physician or practitioner will be necessary affirming an illness which necessitates an absence for any duration over ten (10) consecutive days. Proof of illness may be requested by the Superintendent in individual cases when deemed necessary by the Superintendent or the Principal. The sick leave allowable for any year shall be available in full at the commencement of the year, provided that if any teacher shall not be present on the first day of classes in September, he/she shall not be entitled to any sick leave allowable for such year unless he/she shall report for duty during such year. If he/she shall so report, and shall thereafter serve one month, he/she may apply in writing for sick leave allowance on account of the earlier absence, if such absence resulted from illness or accident.

C. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
   1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
   2. A maximum of five (5) days per school year for a critical illness in the immediate family.
   3. Any reason other than mentioned above, with the approval of the Superintendent.

D. Teacher will be entitled to a maximum of three (3) days in the event of a death in the immediate family. Such leave of absence shall cover any three (3) consecutive calendar days, prior to and including the day of the funeral. Teachers may make a request, in writing, to the Superintendent for no more than two (2) additional days. The immediate family shall be considered as the employee's children, spouse, parents, or others, at the discretion of the Superintendent. An absence of one (1) day will be granted for the purpose of attending the funeral of a relative, or others, at the discretion of the Superintendent. Bereavement leave will not be deducted from sick leave.

E. No later than September 30 of each year, teachers shall receive notice of the number of sick leave and personal leave days he/she has accumulated through the previous June 30th.

F. The Association shall have two (2), non-cumulative leave days per year to be used at the discretion of the Association with the approval of the Superintendent. The Association
will reimburse the school department for substitutes.

G. Upon retirement, **at the completion of a school year only, unless another date is approved by the superintendent**, or death, the Committee will compensate a teacher, with ten (10) or more years of continuous service in the Rockport Public Schools, at the rate of twenty-five dollars ($25) per day for every sick day over seventy-five (75) days up to one hundred (100) accumulated days, and thirty dollars ($30) per day for every sick day over one hundred (100) accumulated days up to one hundred fifty (150) accumulated days. Over one hundred fifty (150) accumulated days, the Committee will compensate at the rate of forty-five ($45) per accumulated day. To qualify for this Section, notification of retirement must be given to the Superintendent by November 1 of the preceding year. **Teachers who retire before the end of the school year will be eligible for only fifty (50) percent of this benefit effective on September 1, 2019.**

**Article XV  SICK LEAVE BANK**

A. A Sick Leave Bank has been established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

B. Each teacher who wishes to become a member of the Bank shall donate one (1) day of his/her personal accumulation to the Bank each school year. If, during the school year, the number of days in the Bank falls below twenty (20) days, each member shall contribute an additional day to the Bank. Any unused days shall carry over to successive years.

C. While on non-professional teaching status, teachers shall be able to access a maximum of thirty (30) days.

D. Any sick leave, granted under the provisions of this Article, shall expire at the end of the school year for the individual involved. Any grant made by the Committee shall not exceed the number of actual work days remaining in the work year. Any days granted but not utilized by the member shall be returned to the Bank.

E. Sick Leave Bank days are to be utilized by members who qualify and who have exhausted their own individual sick leave and personal days and who still have an extended illness. Sick Leave Bank days shall be available upon exhaustion of personal sick leave and personal days.

F. Sick days drawn from the Bank shall be actual work days in which school is in session, excluding weekends, holidays, school closings, and vacation periods.

G. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee and two (2) members designated by the Association.

H. Application for benefits shall be made by sending written application to the Superintendent and the President of the Association. The application shall be accompanied by a doctor's certificate as to need for, and anticipated extent of, extended recovery time from the illness.

I. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits.

J. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the
K. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Sick Leave Bank Committee in administering the Bank and determining the amount of leave:

1. Medical evidence of serious extended illness.

All decisions of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal or to the grievance and arbitration procedure as set forth in Article III.

L. Worker’s Compensation Language

Unit members shall be covered by Workman's Compensation pursuant to Massachusetts General Laws, Chapter 152. A unit member injured while on the job, necessitating lost time and medical expense, shall be permitted to use his/her sick leave to make-up the difference between the worker’s compensation benefit and his/her salary. Weekly benefits, payable under Workmen’s Compensation, shall be returned to the employer for the period of time that they are receiving their full salary under the district’s sick leave benefits.

Sick Leave Bank Benefits and Worker's Compensation

If a member of the Bank applies for Worker's Compensation and receives, upon approval of the Bank Committee, days which are later determined to have a portion thereof covered by Worker's Compensation, the proportionate amount of each day the Bank has provided to cover time determined to be covered by the Worker's Compensation payment shall be restored to the Sick Leave Bank.

The District hereby agrees to cooperate to make the Sick Leave Bank whole for the portion of the days that were retroactively compensated by Worker's Compensation and restore those days and/or portions thereof to the Bank.

A participating member receiving Worker's Compensation shall receive, upon approval of the Bank Committee, the difference between his/her regular daily rate of pay and the amount paid by Worker's Compensation. The applicant for these benefits must have exhausted all of his/her individual annual and accumulated sick days before receiving any benefits from the Bank. The purpose of this section is to allow the participating member to be eligible to receive his/her full salary for the period of accident, disability, or prolonged illness by adding Bank benefits to any Worker's Compensation payment.

Should the member's Worker's Compensation payment be paid retroactively, and the Bank has provided days to cover time later determined to be covered by the Worker's Compensation payment, those days shall be restored to the Sick Leave Bank.

Failure to make payment, as agreed upon on in the Repayment Agreement, within ten (10) days of receipt of any Worker's Compensation payment(s), shall be grounds for immediately stopping the use of days granted by the Bank and may impact any future days requested of the Bank by the member. Such right of the Bank does not in any way restrict its ability to take action, legal or otherwise, to recoup the money owed under the terms of the Repayment Agreement.
The application for benefits and the agreement to restore days to the Bank if Worker's Compensation is paid (Repayment Agreement) shall be rendered on Bank Committee forms made available through the President of the Association. The Form is replicated in Appendix F.

Article XVI  EXTENDED LEAVES OF ABSENCE

A. Military leave will be granted to any teacher who is inducted or 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 her/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

B. A woman who gives birth, birth parent and adoptive parent, or a foster parent shall be able to use up to twelve (12) consecutive workweeks, or to the end of the school year, of unpaid leave, beginning with the birth, adoption, or foster placement of a child, exclusive of holidays and vacations for parental leave. Determination of the length of leave shall be the unit member’s decision. If two (2) employees of the Rockport Teachers’ Association give birth or adopt the same child, then the two (2) employees are entitled to an aggregate of twelve (12) weeks of parental leave.

A unit member shall be able to use sick leave days for the period of temporary disability due to childbirth and recovery therefrom. Such leave shall commence when the unit member gives birth. Any request for paid leave exceeding twelve (12) weeks must be accompanied by a physician’s certificate attesting to continuing disability. The committee may require medical evidence of such disability. Appropriate medical evidence of fitness will be required prior to return from such leave.

A non-birth parent, adoptive parent, foster parent, or unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of ten (10) consecutive workdays, commencing upon the birth or with the actual placement of the child, of his/her accrued sick leave exclusive of holidays and vacations during his/her parental leave.

In recognition of providing a unit member with leave in excess of eight (8) weeks and up to twelve (12) weeks, said determination of the amount of leave to be at the unit member’s option, the Superintendent agrees not to deny the unit member his/her rights under MGL Chapter 149, Section 105D and shall refrain from informing the unit member, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of rights and benefits.

Any leaves under these provisions require that the unit member provide a minimum of two (2) weeks, preferably four (4) weeks, notice of the anticipated date of departure and the unit member’s intention of return. This notice requirement shall be waived to allow for notice to be provided as soon as practicable if the reasons for a shorter notice
period are beyond the unit member’s control.”

C. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, for adoption purposes, or for maternity/paternity leave. Additional leave may be granted at the discretion of the Committee.

D. The Committee may grant a leave of absence without pay or increment to any teacher to campaign for, or serve in public office, for a period of not more than two (2) years.

E. After five (5) years continuous employment in the Rockport School System, a teacher shall be granted:
1. a one (1) year leave of absence, without pay or increment, for health reasons. Request for such leave will be supported by appropriate medical evidence;
2. a one (1) year leave of absence, without pay or increment, for an individual to explore alternative professional opportunities in the field of education.

F. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment up to the end of the school year following the school year in which compensation ceased.

G. The school committee recognizes and embraces the educational value to the Rockport Public Schools of a well-designed sabbatical leave. Therefore, they will make every effort, except in a severe budget crisis that would result in the reduction in force of teaching staff, to grant a sabbatical leave of one (1) year to a faculty member for study or travel subject to the following conditions:
1. No more than one (1) member of the teaching staff will be absent on sabbatical leave at any one time
2. Requests for sabbatical leave must be received by the Superintendent no later than November 1 of the school year preceding the school year for which the sabbatical leave is requested. Action by the Committee must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. Requests for sabbatical leave must include a detailed description of the sabbatical leave project and should include a justification for how the planned project will benefit the school system. Benefits to the school and its students are best achieved when the sabbatical results in a teacher’s professional growth in her/his subject area or when there is another obvious benefit to the school system. If more than one (1) faculty member submits an application, the school committee, upon the recommendation of the superintendent, will determine which member will be granted leave. Priority will be given to the proposal that the school committee deems to have the greatest value to the school system.
3. The teacher has completed at least six (6) consecutive full years in the Rockport School System after the original date of hire. The teacher would become eligible to apply for another sabbatical after an additional six (6) year period of consecutive service had transpired. It should be noted that any unpaid leaves of absence that are granted break the time period for consecutive years of service.
4. Teachers on sabbatical leave will be paid at fifty (50%) percent of their regular salary rate, provided that such pay, when added to any program grant, will not exceed the regular
salary rate. Teachers on sabbatical leave will earn their full FTE rate seniority while on this leave.

5. The teacher will agree in writing to return to employment in the Rockport School System for three (3) full years in the event of a full year’s leave. In the event a teacher returns to the Rockport Public Schools for only two (2) years, he/she will repay one-third (1/3) of the amount paid. If s/he returns for only one (1) year, he/she will repay two-thirds (2/3) of the amount paid.

6. Upon returning, the teacher shall make a presentation to the school committee on his/her sabbatical leave by November 1. This presentation should include an overview of what the teacher learned during his/her leave and show how he/she is planning to apply what was learned to benefit the school system and its students.

H. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which his/her training and experience qualifies him/her.

1. When a teacher is on an unpaid leave of absence from the Rockport School System, all rights, benefits, and obligations are frozen.

2. In the case of a year-long leave of absence, that year shall not be counted as one of the three (3) years allowed between increment courses.

I. All requests for extensions or renewals of leaves will be applied for in writing at least forty-five (45) days prior to the termination of the leave and the answer will be in writing.

J. A member on a leave of absence under this Article must inform the Superintendent in writing on/or before March 1, if he/she intends to return to the School District.

K. Personnel having worked ninety (90) school days shall gain credit for that year for increment and for retirement purposes under Article XXII.

L. Educational Leave may be granted.

M. Other leaves of absence without pay may be granted by the Committee.

Article XVII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Rockport Public School District values systematic, purposeful, and structured learning experiences that improve teacher practice and student outcomes. We encourage educators to continually acquire and apply their knowledge, skills, and abilities to address student needs and district, school, and individual goals.

A. Professional Development Opportunities and Oversight.

1. The Committee, consistent with the Education reform Act of 1993, will offer teachers a no cost staff development opportunity during non-school hours to enable members to obtain professional development points for recertification requirements. Teachers will not be required to participate in these programs.

2. The parties will re-establish a Professional Development Committee (PDC)
composed of equal representation of RTA members appointed by the RTA and of Administration appointed by the Superintendent. All school levels (Elementary, Middle, and High School) are to be represented on the PDC.

A. The PDC’s purpose is to:

1. continually develop, review, and revise the Rockport School District’s Professional Development Faculty Manual.

2. review and make recommendations with respect to the Rockport School District’s Professional Development plan. Said recommendations will be presented to the Superintendent for his/her review and approval.

3. oversee the implementation of any PDC recommendations that are approved by the Superintendent.

4 provide feedback and suggestions for the professional development being offered, work to ensure that all schools are being provided with equitable and valuable professional development opportunities, and to encourage professional staff to develop and provide professional development for their peers.

B. Professional Development Categories and Their Uses

Several types of Professional Development options are available to Rockport School District Professional Staff. The options are:

1. Graduate Credits
   Credits earned from course work providing learning opportunities for an educators’ professional growth, offered through an accredited college or university, or through organizations and programs that grant university/college credits. Transcripts from said college/university/organization/program will be required to prove that the credits have been earned.

   (May be used for column movement).

   a. Under certain circumstances, undergraduate credits, approved in advance by the building principal, and acquired after June 30, 1996, may be applied to horizontal movement beyond the Master’s Degree Column.

2. In-Service Credits
   In-Service Credits must be earned outside of school hours. They must be pre-approved by a building principal in advance of the ability to begin earning them. An In-Service proposal must be written (using the provided In-Service Credit Proposal Form) and reviewed and approved by a building principal. Teachers are able to earn in-service credits in increments of twenty-two (22) hours. Each group of twenty-two (22)
hours will be equivalent to one (1) credit (22 hours = 1 credit, 44 hours = 2 credits, 66 hours = 3 credits, etc.). Upon completion of any In-Service Credit Proposal, the teacher must then complete an In-Service Credit Final Report (using the provided In-Service Credit Proposal Form). This will be submitted to the approving building principal for their signature. The signed In-Service Credit Final Report will be the evidence required to prove that the credits were earned.

(May be used for column movement).

3. Professional Development Points (PDPs) – Credit Hour PDPs
   Outside of School Hours Points awarded for participation in workshops, seminars, or courses, as well as for attendance at conferences that are offered by MA DESE, any school district, an educational collaborative, or a provider that is registered with ESE outside of normal contractual hours. Each PDP is equivalent to one (1) hour of professional development work.
   a. For re-certification purposes a series of short-term activities in a given topic must equal ten (10) hours and include an assessment of learning with the participant meeting the criteria for mastery. For re-certification purposes, conferences must span over at least two (2) days and/or offer a series of workshops/sessions that will cover at least ten (10) hours in a given topic.
   (May be used for column movement with prior principal approval).

4. Professional Development Points (PDPs) – Re-certification PDPs
   Inside of School Hours Points awarded for participation in workshops, seminars, or courses, as well as for attendance at conferences that are offered by MA DESE, any school district, an educational collaborative, or a provider that is registered with ESE during normal contractual hours. Each PDP is equivalent to one (1) hour of professional development work. For recertification purposes a series of short-term activities in a given topic must equal ten (10) hours and include an assessment of learning with the participant meeting the criteria for mastery. For recertification purposes, conferences must span over at least two (2) days and/or offer a series of workshops/sessions that will cover at least ten (10) hours in a given topic.
   (May NOT be used for column movement).

5. Continuing Education Units (CEUs)
   For Nurses/Counselors/Psychologists only. Professional development activities that meet the requirement of the International Association for Continuing Education and Training (IACET). Sixty (60) minutes of instruction and interaction between an instructor and participant is equivalent to 0.1 CEU.
   One (1) CEU is equivalent to ten (10) hours of professional development.
   (CEUs earned during normal contractual hours may NOT be used for column movement.
   CEUs earned outside of normal contractual hours may be used for column movement.)
6. Paid Professional Development

A pool of money will be created, the amount of which may vary from year to year, to be used for the purpose of professional development opportunities. The money will be disbursed by and at the discretion of the Building Principals and the Director of Student Services.

a. Any professional development opportunity funded by these monies must occur outside of the school day. The unit member will NOT earn in-service credits, nor will they earn professional development points (PDPS) in conjunction with said professional development opportunities.

b. The pay rate will be based on the hourly rate of Step 8 of the Masters + 30 salary scale.

c. The Building Principals/Director of Student Services will create the opportunities based on need and any such opportunity will be posted in accordance with the provisions of the Collective Bargaining Agreement.

C. Column Movement on the Salary Schedule

1. Graduate Credits, In-Service Credits, Professional Development Points, and Continuing Education Credits earned OUTSIDE of normal contractual hours may be utilized for movement across the columns in the salary schedule.

2. In order to advance to any column on the salary schedule, teachers will be required to submit a form provided by the administration. The form must be provided to the Superintendent by November 1st of the year preceding the advancement.

3. It is the staff member’s responsibility to schedule an appointment with the Superintendent in order to review all credits, PDPS, etc., for column movement prior to a new contract being issued and the new column being put into effect.

   a. An advance to a new column will commence on September 1st, provided that all documentation has been submitted on or before September 30th.

4. For movement beyond the Master’s Degree Column, credits earned toward the next column must be earned after placement on one’s current column.

5. Teachers may only move one (1) column during each school year.

6. Fifteen (15) additional credits beyond your current placement in the salary
schedule must be earned in order to move to the next column. There are several ways to complete these fifteen (15) credits.

a. Credits, PDPs, and CEUs may only be utilized in whole units. Credit will not be given for combining partial credit hours or decimal increments of credits.

b. The options for credit bundles for movement are as follows:

1. All fifteen (15) credits are graduate credits.

2. All fifteen (15) credits are in-service credits.

3. Any combination of graduate and/or in-service credits that equals fifteen (15) credits.

4. A minimum of eight (8) graduate and/or in-service credits (in any combination) and OUTSIDE OF SCHOOL PDPs and/or CEUs that are equal to 154 hours of professional development.

   a. Twenty-two (22) PDP hours are equivalent to one (1) credit; 154 PDPs are equivalent to seven (7) credits.

   b. Ten hours (10) hours of PD work is equivalent to one (1) CEU; Sixteen (16) CEUs are equivalent to seven (7) credits.

D. Tuition Reimbursement

1. The committee will pay the total cost of tuition reimbursement for a course or courses the Committee requests a teacher to take.

2. The committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of the Superintendent.

3. The committee agrees to allocate a minimum of twenty thousand dollars ($20,000) from the professional development budgeted allocation for tuition reimbursement for bargaining unit members who are not otherwise eligible under Section D. The Superintendent and the Association will abide by the mutually developed procedure for the distribution of these funds.

4. When seeking tuition reimbursement, a teacher must submit three items to the RTA's Tuition Reimbursement Committee:

   a. A letter requesting reimbursement that states the number of courses and the number of credits or PDP's (Professional Development Points) for each course.
b. A college transcript stating the course and the grade received.
c. Proof of payment for the course. Please highlight the amount paid.

5. Teachers will be entitled to reimbursement of the full tuition cost, not to exceed the current state college per credit (or twenty-two point five (22.5) PDPs) tuition rate (Spring 2018 = one hundred forty dollars ($140) per credit: Salem State University), for course credits or PDPs satisfactorily obtained from an accredited college or university during the twelve (12) month period preceding May 31, of any one (1) year. The amount reimbursed shall not exceed the amount requested.

a. Teachers shall be reimbursed for their first three (3) college credits, and if there are funds left, the second three (3) college credits, then the third three (3) college credits, and so on until all funds are allocated. In the event the funds approved for the first three (3) credits exceed the tuition reimbursement allocation, the funds available shall be distributed by apportioning the funds for teacher's first three (3) credits.

b. The formula to be used is as follows: the numerator is the amount of the funds available for tuition reimbursement, and the denominator is the total amount of the approved credits submitted by the teachers. If the funds available are insufficient for the second three (3) credits and any subsequent credits, they shall be apportioned in a similar manner.

c. In the event that all available monies are not disbursed for college and/or university credit, the remaining funds will be reimbursed to teachers for the cost of earning PDPs and/or CEUs through participation in workshops, seminars, or courses, as well as for attendance at conferences that are offered by MA DESE, any school district, an educational collaborative, or a provider that is registered with ESE through the same process as utilized for course credit tuition reimbursement. Reimbursement in this situation will only be allowed for the activities listed above that are deemed to have a direct positive impact on the educator’s professional practice in their present assignment with the school district, as mutually agreed to by both the Superintendent and the Tuition Reimbursement Committee. This decision will be non-grievable.

d. Reimbursement for courses shall be distributed in a June payroll. Those seeking reimbursement should submit all required paperwork to the RTA Tuition reimbursement committee by the third Monday in May prior to the end of the school year.

Article XVIII  PROTECTION
A. Teachers will immediately report in writing to the Superintendent all cases of assault suffered by them in connection with their employment.
B. This report will be forwarded to the Committee, which will comply with any reasonable
request from the teacher for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.

C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance, if within the scope of the law quoted in Section D.

D. So far as permitted by the General Laws of the Commonwealth, the Committee shall provide indemnification.

E. The Committee will continue to provide insurance protection to all teachers and notify each teacher in writing during the month of September of all the protection that is afforded him/her.

Article XIX DUES DEDUCTION

A. The Committee agrees to request the Town Treasurer to deduct from the salaries of its employees dues for the Association, Massachusetts Teachers Association (MTA) and the National Education Association (NEA) and to transmit the monies promptly to the Treasurer of the Association. Teacher authorizations will be in writing in the form attached (Appendix D).

B. The Association will certify to the Committee in writing, by August 15th of each school year, if possible, the current rate of its membership dues.

C. Teachers desiring to be removed from payroll deductions will give at least sixty (60) days written notice simultaneously to the Committee and to the Association.

D. Dues deductions will be made in twenty-six (26) equal installments. Personnel who take their summer pay in the form of a lump sum payment at the close of school in June shall have remaining dues monies deducted from said check.

E. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

Article XX GENERAL

A. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure), for a school representative, member of the Grievance Committee, or other representative designated by the Association to attend a formal hearing during the school day, he/she will, upon notice to his/her supervisory principal and to the Superintendent by the Chairman of the Grievance Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher, whose appearance in such hearings as a witness is necessary, will be accorded the same right. The Association agrees that these rights will not be abused.

B. The Committee will, upon request, provide the Association with any public records which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other available grievances under this Agreement.

C. The President of the Association will be provided with copies of minutes of official
public Committee meetings after such meetings. The records of any executive session may remain secret, so long as their publication would defeat the lawful purposes of the executive session, but not longer. A copy of the official agenda of the meeting will be given to the Association prior to said meeting.

D. The Association and the Committee agree to share the cost of printing the Agreement. A copy of the Agreement shall be made available to all teachers electronically.

E. If any provision of this Agreement, or any application of the Agreement, to any employee, or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

F. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations, and take such other action as may be necessary, in order to give full force and effect to the provisions of this Agreement.

G. The Committee and the Association each expressly waives any right to seek, except with the consent of the other party, to negotiate any further demand or proposal, so long as this Agreement shall continue in effect. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in this Agreement, the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the authority, powers, responsibilities, and rights provided by and under the laws of Massachusetts in the control, direction, and management of the Rockport School System. No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or subject of an unfair labor practice charge.

H. Unit members shall not be discriminated against because of race, creed, color, age, religion, nationality, sex, marital status, qualified handicap/disability, sexual orientation or gender identity.

I. The Rockport Public Schools shall require, as a condition of employment, the payment of a service fee to the Association.
   1. This fee shall apply to all members of the bargaining unit who are non-members of the Association.
   2. This fee shall be equal to the full dues payable to the combined local, state, and national Associations, subject to the procedures for rebating impermissible expenses, as set forth in G.L. Chapter 150E. Section 12, and the rules and regulations of the Massachusetts Labor Relations Commission.
   3. This fee shall be payable in full thirty (30) calendar days following the beginning of employment each year or following the date of this Agreement, whichever is later, except that the employee shall be able to have the fee deducted from his/her salary according to the dues deduction schedule set forth in Article XIX, Section D.
   4. The Association shall indemnify and save the Committee 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 this section, except that the Association's liability under this section shall not exceed the amount of full dues payable to the combined local, state, and national associations deducted pursuant to this section.
J. Teachers who are called for jury duty shall be paid their regular salary minus the amount of jury fees received.

K. Vacancies for coaching positions shall be posted and filled according to the following:
   Fall Season:
   Notice of vacancy posted for ten (10) days with the appointment made no later than June 30th.
   Winter Season:
   Notice of vacancy posted for ten (10) days with the appointment made no later that September 30th.
   Spring Season:
   Notice of vacancy posted for ten (10) days with the appointment made no later than January 30th.

L. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed that the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

Article XXI  CORI AND FINGERPRINTING REQUIREMENTS
In compliance with the provision 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. In addition, in compliance with Chapter 459 of the acts of 2012, as amended by Chapter 77 of the acts of 2013, all newly hired teachers, who work in the schools and have direct and unmonitored contact with children, are required to complete the new fingerprint-based State and National Background check prior to beginning their assignments.

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 and fingerprinting 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 he/she 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 or fingerprinting report, the Superintendent, if he/she deems it necessary, may meet with the employee who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI or fingerprinting report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.
Article XXII  SALARIES
A. The salaries of all persons covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.
B. Any person on the Teachers' Salary Schedule will be paid in twenty-six (26) equal installments during the contract year, with the option of receiving the balance of his/her year's salary at the conclusion of the school year, if requested by May 15th.
C. The Committee agrees to adopt the Teacher's Initial Contract, Long Term Contract, and Annual Salary Agreement forms attached hereto as Appendices A and B.
D. In case of deduction because of unexcused absence or termination of employment during the school year, the daily rate of pay will be based on the annual salary divided by one hundred and eighty-three (183) days (annual salary divided by one hundred eighty-three (183)).
E. Teachers hired to teach less than full-time will be compensated and receive prorated benefits based on the percentage of the work week for which they are employed. Teachers who work half-time or more are eligible to receive health insurance.
F. If a bargaining unit member's absence is planned and exceeds thirty (30) consecutive school days, the substitute teacher will be paid at the Bachelor's first step until the teacher for whom the substitute teacher is covering returns to the classroom or the school year ends, whichever occurs first. If a bargaining unit member's absence is not planned and/or does not exceed thirty (30) consecutive school days, the substitute teacher will be paid at the daily rate for substitute teachers for the first five (5) days, and the top step of the teacher assistant salary schedule for the remaining consecutive school days, not to exceed twenty-five (25) days. If the absence continues beyond the thirty (30) consecutive school days, the substitute teacher will be paid on the Bachelor's first step of the salary schedule until said teacher returns or the school year ends, whichever occurs first. Upon placement on the Bachelor's first step, the substitute teacher will become a member of the bargaining unit and entitled to pro-rata sick leave and other contractual benefits on a prospective basis. If a substitute teacher teaches for a second school year, he/she will be placed on the appropriate step of the salary schedule in accordance to Article VI, Sections A and B.
G. The Instructional Support Team Chairperson will receive a stipend as listed in Appendix
1. The Instructional Support Team Members will receive a stipend as listed in Appendix A.
H. The pay rate, based on the hourly rate of Step 8 of the Master’s +30 salary scale is available to any staff person(s) who is (are) fluent in language(s) in need of being translated for a student’s(s’) parent/guardian in our school district. When a translation service is needed, the position will be posted. If a language need presents itself for whom we do not have a staff member who is fluent, the service need will be advertised outside the school district. The Administration will make every effort to utilize the services of staff members at times when they do not conflict with the individual’s primary duties.
I. The School Committee agrees to include stipends funded by grants in the collective bargaining agreement, provided that there is an understanding that the Committee can decide not to fill positions.
J. Direct Deposit
The Association and the Committee agree that all bargaining unit members will be paid through direct deposit. Each bargaining unit member will complete and submit to the Treasurer’s/Collector’s Office a direct deposit authorization form, together with either a voided check or a deposit slip.

K. A teacher who earns Teacher National Board Certification will be paid a one-time stipend of twenty-five hundred dollars ($2500) in recognition of this significant achievement.

L. Payment of Stipend Positions.
   1. Teachers receiving stipends will have the option of receiving those stipends in one lump sum, or having payments spread out over five (5) pay periods (for seasonal activities) or over the entire school year (for year-round activities). Seasonal stipend payments will occur on the following dates:
      Fall: September 25, October 9, 23, and November 6, 20
      Winter: December 4, 18 and January 1, 15, 29
      Spring: March 26, April 9, 23, and May 7, 21
      (Dates will be adjusted accordingly every year.)
   2. Teachers will need to indicate on the stipend application form how they want their stipend paid (either one lump sum, year round, fall, winter, or spring).
   3. Stipends that already have a history of being paid out in multiple installments will continue that history. (Coordinators will continue to be paid year-round, for example.)
   4. In order to be paid in installments, teachers need to turn in all paperwork to their building principal who must have it signed by the superintendent at least two weeks prior to the payment of the first installment. Once approved by the superintendent, a copy of the stipend form will be sent to the teacher.

M. When hiring individuals to fill stipend positions (excluding coaching positions) contained within this Agreement, preference will be given to members of the bargaining unit.

Article XXIII      RETIREMENT SERVICE INCREASE
A teacher meeting the following provisions will receive, in addition to his/her teaching salary, the following amounts for the final year of service to the Town of Rockport.

1. Said teacher must submit by July 1st to the Superintendent a letter indicating his/her intent to retire in June of that upcoming school year. The Teacher must complete the last full year of service in order to receive this increase unless approved by the Superintendent. Contract is grandfathered for purposes of retirees who are leaving the employment of the District by the end of the 2018-2019 school year.
   a. Two thousand dollars ($2000) if said teacher has completed twenty (20) years of continuous service to the Town of Rockport schools before receiving the retirement service bonus.
   b. Three thousand dollars ($3000) if said teacher has completed twenty-five (25)
years of continuous service to the Town of Rockport schools before receiving the retirement service bonus.

or

c. Three thousand five hundred dollars ($3500) if said teacher has completed thirty (30) years of continuous service to the Town of Rockport schools before receiving the retirement service bonus.

Article XXIV SERVICE INCREASE/LONGEVITY

A. A teacher after ten to fourteen (10-14) years of continuous service in Rockport Schools will get to the W step in year eleven (11).
   A teacher after fifteen to nineteen (15-19) years of continuous service in Rockport Schools will get to the X step in year sixteen (16).
   A teacher after twenty to twenty-four (20-24) years of continuous service in Rockport Schools will get to the Y step in year twenty-one (21).
   A teacher after twenty-five plus (25+) years of continuous service in Rockport Schools will get to the Z step in year twenty-six (26).

Article XXV BENEFITS

A. The parties agree to administer a cafeteria benefits plan, which shall provide for pre-tax deduction of all medical, dental, life, and disability insurance premiums, as provided under Section 125 of the Internal Revenue Code, providing that the cafeteria benefits plan can be initiated at no cost to the Town of Rockport and/or the Committee. As federal and state laws provide for additional benefits to be encompassed by cafeteria benefits plans, the additional benefits shall be reviewed for possible future incorporation into this Article, and could become available to unit members under this plan.

B. The Committee will continue to provide the same comprehensive, medical insurance plan with the same cost ratio, benefits and levels of benefits in effect and are available to other town employees. Should the health insurance benefit package be modified during the life of this Agreement, by negotiation, as provided by M.G.L. Chapter 150E, or by other means as provided by M.G.L. 32B, the parties will memorialize the change in benefits in an addendum to this Agreement and will distribute the updated information to all parties involved.

C. Health Insurance Rates and Co-pays
   1. The parties hereby agree that the rates and co-pays for the health insurance plans currently in place, shall be as listed in Appendix I.
   2. Should action to enforce the terms of this Agreement be necessary, the parties agree that such enforcement shall be governed by the grievance and arbitration procedures of the Collective Bargaining Agreement between the Rockport Teachers’ Association and the Rockport School Committee.

D. The town agrees to establish a Flexible Spending Account for bargaining unit members that would include eligible medical expenses and dependent care expenses. Members who decide to participate will pay the monthly administrative fees.
Article XXVI  DURATION AND MISCELLANEOUS
   A. The provisions of this Agreement will be effective as of September 1, 2018 and will continue and remain in full force and effect until August 31, 2021.
   B. The Association reserves the right to negotiate issues resulting from the implementation of the ESEA.
   C. The parties agree to establish a "meet and discuss" committee, which will meet at reasonable times to review and monitor class sizes at all school levels, to study the issue of common planning time at all grade levels.
   D. All stipends or any other monetary compensation on 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 agreement is reached. When the agreement contains terms that continue beyond the term of this agreement, or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.
   E. All proposals submitted by the Rockport Teachers Association and the Rockport School Committee during the term of successor negotiations for the 2018-2021 Collective Bargaining Agreement will be withdrawn without prejudice and shall not constitute bargaining history.
### APPENDIX A

#### APPENDA 1 - SALARY SCHEDULES

**2018-2019** Salary Schedule (1.45% increase to include 3 additional steps)

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>MA+60</th>
<th>MA+75</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>43268</td>
<td>47276</td>
<td>48706</td>
<td>50921</td>
<td>52721</td>
<td>54316</td>
<td>55413</td>
</tr>
<tr>
<td>2</td>
<td>43768</td>
<td>47776</td>
<td>49206</td>
<td>51421</td>
<td>53221</td>
<td>54816</td>
<td>55913</td>
</tr>
<tr>
<td>3</td>
<td>45226</td>
<td>49523</td>
<td>51007</td>
<td>53304</td>
<td>55171</td>
<td>56825</td>
<td>57962</td>
</tr>
<tr>
<td>4</td>
<td>48140</td>
<td>51706</td>
<td>53258</td>
<td>55654</td>
<td>57601</td>
<td>59331</td>
<td>60518</td>
</tr>
<tr>
<td>5</td>
<td>51561</td>
<td>53891</td>
<td>55508</td>
<td>58006</td>
<td>60036</td>
<td>61838</td>
<td>63075</td>
</tr>
<tr>
<td>6</td>
<td>53018</td>
<td>56003</td>
<td>57684</td>
<td>60279</td>
<td>62389</td>
<td>64260</td>
<td>65546</td>
</tr>
<tr>
<td>7</td>
<td>54476</td>
<td>58117</td>
<td>59860</td>
<td>62551</td>
<td>64742</td>
<td>66683</td>
<td>68017</td>
</tr>
<tr>
<td>8</td>
<td>56660</td>
<td>60300</td>
<td>62109</td>
<td>64906</td>
<td>67177</td>
<td>69193</td>
<td>70577</td>
</tr>
<tr>
<td>9</td>
<td>57752</td>
<td>61757</td>
<td>63610</td>
<td>66473</td>
<td>68800</td>
<td>70865</td>
<td>72282</td>
</tr>
<tr>
<td>10</td>
<td>58844</td>
<td>63215</td>
<td>65111</td>
<td>68040</td>
<td>70423</td>
<td>72537</td>
<td>73986</td>
</tr>
<tr>
<td>11</td>
<td>60447</td>
<td>64965</td>
<td>66910</td>
<td>69921</td>
<td>72369</td>
<td>74541</td>
<td>76032</td>
</tr>
<tr>
<td>12</td>
<td>62049</td>
<td>66710</td>
<td>68711</td>
<td>71803</td>
<td>74167</td>
<td>76546</td>
<td>78077</td>
</tr>
<tr>
<td>13</td>
<td>63942</td>
<td>70024</td>
<td>72123</td>
<td>75368</td>
<td>78008</td>
<td>80347</td>
<td>81954</td>
</tr>
<tr>
<td>14</td>
<td>65835</td>
<td>73336</td>
<td>75535</td>
<td>78933</td>
<td>81700</td>
<td>84150</td>
<td>85833</td>
</tr>
</tbody>
</table>

- after 10-14 years of continuous service in RPS = W
  - plus $1120
- after 15-19 years of continuous service in RPS = X
  - plus $2240
- after 20-24 years of continuous service in RPS = Y
  - plus $3360
- after 25+ years of continuous service in RPS = Z
  - plus $4480

**2019-2020** Salary Schedule (1.45% increase)

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>MA+60</th>
<th>MA+75</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>43902</td>
<td>47969</td>
<td>49420</td>
<td>51667</td>
<td>53492</td>
<td>55111</td>
<td>56224</td>
</tr>
<tr>
<td>2</td>
<td>44402</td>
<td>48469</td>
<td>49920</td>
<td>52167</td>
<td>54027</td>
<td>55847</td>
<td>57024</td>
</tr>
<tr>
<td>3</td>
<td>45882</td>
<td>50241</td>
<td>51747</td>
<td>54077</td>
<td>56461</td>
<td>58436</td>
<td>60191</td>
</tr>
<tr>
<td>4</td>
<td>48838</td>
<td>52456</td>
<td>54030</td>
<td>56431</td>
<td>58436</td>
<td>60191</td>
<td>61395</td>
</tr>
<tr>
<td>5</td>
<td>52309</td>
<td>54373</td>
<td>56313</td>
<td>58847</td>
<td>60907</td>
<td>62734</td>
<td>63989</td>
</tr>
<tr>
<td>6</td>
<td>53787</td>
<td>56315</td>
<td>58521</td>
<td>61153</td>
<td>63293</td>
<td>65192</td>
<td>66496</td>
</tr>
<tr>
<td>7</td>
<td>55266</td>
<td>58959</td>
<td>60728</td>
<td>63458</td>
<td>65681</td>
<td>67650</td>
<td>69003</td>
</tr>
<tr>
<td>8</td>
<td>57481</td>
<td>61174</td>
<td>63099</td>
<td>65847</td>
<td>68151</td>
<td>70196</td>
<td>71600</td>
</tr>
<tr>
<td>9</td>
<td>58589</td>
<td>62653</td>
<td>64532</td>
<td>67437</td>
<td>69797</td>
<td>71892</td>
<td>73330</td>
</tr>
<tr>
<td>10</td>
<td>59697</td>
<td>64131</td>
<td>66055</td>
<td>69027</td>
<td>71444</td>
<td>73589</td>
<td>75059</td>
</tr>
<tr>
<td>11</td>
<td>61323</td>
<td>65904</td>
<td>67881</td>
<td>70935</td>
<td>73419</td>
<td>75622</td>
<td>77134</td>
</tr>
<tr>
<td>12</td>
<td>62949</td>
<td>67678</td>
<td>69707</td>
<td>72844</td>
<td>75394</td>
<td>77656</td>
<td>79209</td>
</tr>
<tr>
<td>13</td>
<td>64869</td>
<td>71039</td>
<td>73169</td>
<td>76461</td>
<td>79139</td>
<td>81512</td>
<td>83143</td>
</tr>
<tr>
<td>14</td>
<td>66790</td>
<td>74400</td>
<td>76630</td>
<td>80078</td>
<td>82844</td>
<td>85370</td>
<td>87077</td>
</tr>
</tbody>
</table>

W

X

Y

Z
after 10-14 years of continuous service in RPS = W
  plus $1475
after 15-19 years of continuous service in RPS = X
  plus $2950
after 20-24 years of continuous service in RPS = Y
  plus $4425
after 25+ years of continuous service in RPS = Z
  plus $5900

2020-2021 Salary Schedule (1.45% increase)

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>MA+60</th>
<th>MA+75</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>44546</td>
<td>48671</td>
<td>50144</td>
<td>52423</td>
<td>54275</td>
<td>55918</td>
<td>57046</td>
</tr>
<tr>
<td>2</td>
<td>45046</td>
<td>49171</td>
<td>50644</td>
<td>52923</td>
<td>54775</td>
<td>56418</td>
<td>57546</td>
</tr>
<tr>
<td>3</td>
<td>46547</td>
<td>50969</td>
<td>52497</td>
<td>54861</td>
<td>56782</td>
<td>58485</td>
<td>59656</td>
</tr>
<tr>
<td>4</td>
<td>49546</td>
<td>53216</td>
<td>54814</td>
<td>57280</td>
<td>59284</td>
<td>61064</td>
<td>62286</td>
</tr>
<tr>
<td>5</td>
<td>53067</td>
<td>55465</td>
<td>57130</td>
<td>59700</td>
<td>61790</td>
<td>63644</td>
<td>64917</td>
</tr>
<tr>
<td>6</td>
<td>54566</td>
<td>57639</td>
<td>59369</td>
<td>62039</td>
<td>64211</td>
<td>66138</td>
<td>67460</td>
</tr>
<tr>
<td>7</td>
<td>56067</td>
<td>59814</td>
<td>61608</td>
<td>64378</td>
<td>66633</td>
<td>68631</td>
<td>70004</td>
</tr>
<tr>
<td>8</td>
<td>58315</td>
<td>62061</td>
<td>63923</td>
<td>66802</td>
<td>69139</td>
<td>71214</td>
<td>72638</td>
</tr>
<tr>
<td>9</td>
<td>59439</td>
<td>63561</td>
<td>65468</td>
<td>68415</td>
<td>70809</td>
<td>72935</td>
<td>74393</td>
</tr>
<tr>
<td>10</td>
<td>60563</td>
<td>65061</td>
<td>67013</td>
<td>70028</td>
<td>72480</td>
<td>74656</td>
<td>76148</td>
</tr>
<tr>
<td>11</td>
<td>62213</td>
<td>66860</td>
<td>68865</td>
<td>71964</td>
<td>74483</td>
<td>76719</td>
<td>78253</td>
</tr>
<tr>
<td>12</td>
<td>63861</td>
<td>68659</td>
<td>70718</td>
<td>73901</td>
<td>76487</td>
<td>78782</td>
<td>80358</td>
</tr>
<tr>
<td>13</td>
<td>65810</td>
<td>72069</td>
<td>74230</td>
<td>77570</td>
<td>80287</td>
<td>82694</td>
<td>84348</td>
</tr>
<tr>
<td>14</td>
<td>67758</td>
<td>75478</td>
<td>77741</td>
<td>81239</td>
<td>84086</td>
<td>86608</td>
<td>88340</td>
</tr>
</tbody>
</table>

Teachers will be responsible for supplying college transcripts to the Superintendent to verify courses for credit beyond the Master's degree.
## APPENDIX A
### APPENDIX A 2 - STIPENED POSITIONS

### PROFESIONAL STIPENDS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Guidance Counselors</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>MS &amp; HS Counselor</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>MS Guidance</td>
<td>$1,156</td>
<td>$1,173</td>
<td>$1,190</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>$9,432</td>
<td>$9,569</td>
<td>$9,708</td>
</tr>
<tr>
<td>Nurses</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>MS &amp; HS Dean</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>K-12 Math Specialist</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per Diem</td>
</tr>
<tr>
<td>PreK-5 Team Chair</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>6-12 Team Chair</td>
<td>Per diem</td>
<td>Per diem</td>
<td>Per diem</td>
</tr>
<tr>
<td>Greenhouse Wellness Facility Leader RHS</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
<tr>
<td>Greenhouse Wellness Facility Leader RMS</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
<tr>
<td>RMHS Green Team Advisor</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>RES Green Team Advisor</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Greenhouse Wellness Facility Coordinator</td>
<td>$2500</td>
<td>$2536</td>
<td>$2573</td>
</tr>
</tbody>
</table>

### FACULTY CURRICULUM COORDINATOR (3 YEAR APPOINTMENTS):

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>2018-2019</th>
<th>2019-2020</th>
<th>2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-2 MATH/SCIENCE</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>3-5 MATH/SCIENCE</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-2 ENGLISH/SOCIAL STUDIES</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>3-5 ENGLISH/SOCIAL STUDIES</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>6-8 MATH</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>6-8 ENGLISH/READING</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>6-8 SOCIAL STUDIES</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>6-8 SCIENCE</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>9-12 MATH</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>9-12 ENGLISH/READING</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>9-12 SOCIAL STUDIES/BUSINESS</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>9-12 SCIENCE</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>9-12 GUIDANCE PROGRAM COORDINATOR</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-12 WORLD LANGUAGE</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-12 TECHNOLOGY</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-12 FINE ARTS</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-12 HEALTH AND WELLNESS</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
<tr>
<td>K-12 SPECIAL EDUCATION</td>
<td>$5003</td>
<td>$5076</td>
<td>$5149</td>
</tr>
</tbody>
</table>

Mentor Teacher (two year commitment, stipend paid across two year period in two equal amounts)

Mentor Coordinator  

NEASC RHS Chair or co-chairs
<table>
<thead>
<tr>
<th>Sport</th>
<th>Boys Varsity</th>
<th>Girls Varsity</th>
<th>Freshman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Cross Country, MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Field Hockey, Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Field Hockey, JV</td>
<td>$3462</td>
<td>$3512</td>
<td>$3563</td>
</tr>
<tr>
<td>Field Hockey, Freshman</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Field Hockey, MS</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Field Hockey, MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Floor Hockey, MS Intramural</td>
<td>$1319</td>
<td>$1338</td>
<td>$1358</td>
</tr>
<tr>
<td>Soccer, Boys Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Soccer, Girls Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Soccer, Boys JV</td>
<td>$3462</td>
<td>$3512</td>
<td>$3563</td>
</tr>
<tr>
<td>Soccer, Girls JV</td>
<td>$3462</td>
<td>$3512</td>
<td>$3563</td>
</tr>
<tr>
<td>Soccer, Freshman</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Soccer, MS</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Soccer, MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Soccer Cheerleading</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
<tr>
<td>Ice Hockey, Varsity</td>
<td>$6413</td>
<td>$6506</td>
<td>$6600</td>
</tr>
<tr>
<td>Ice Hockey, Assistant</td>
<td>$2372</td>
<td>$2406</td>
<td>$2441</td>
</tr>
<tr>
<td>Ice Hockey, JV</td>
<td>$1444</td>
<td>$1465</td>
<td>$1486</td>
</tr>
<tr>
<td>Basketball, Boys Varsity</td>
<td>$6413</td>
<td>$6506</td>
<td>$6600</td>
</tr>
<tr>
<td>Basketball Girls Varsity</td>
<td>$6413</td>
<td>$6506</td>
<td>$6600</td>
</tr>
<tr>
<td>Basketball, Boys JV</td>
<td>$3846</td>
<td>$3902</td>
<td>$3958</td>
</tr>
<tr>
<td>Basketball, Girls JV</td>
<td>$3846</td>
<td>$3902</td>
<td>$3958</td>
</tr>
<tr>
<td>Basketball, Boys Freshman</td>
<td>$2693</td>
<td>$2732</td>
<td>$2772</td>
</tr>
<tr>
<td>Basketball, Girls Freshman</td>
<td>$2693</td>
<td>$2732</td>
<td>$2772</td>
</tr>
<tr>
<td>Basketball, Boys MS</td>
<td>$2693</td>
<td>$2732</td>
<td>$2772</td>
</tr>
<tr>
<td>Basketball, Girls MS</td>
<td>$2693</td>
<td>$2732</td>
<td>$2772</td>
</tr>
<tr>
<td>Basketball, Boys MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Basketball, Girls MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Basketball, Varsity Cheerleading</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
<tr>
<td>Basketball, JV Cheerleading</td>
<td>$1444</td>
<td>$1465</td>
<td>$1486</td>
</tr>
<tr>
<td>Baseball Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Baseball, JV</td>
<td>$3462</td>
<td>$3512</td>
<td>$3563</td>
</tr>
<tr>
<td>Baseball, Freshman</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Softball, Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Softball, JV</td>
<td>$3462</td>
<td>$3512</td>
<td>$3563</td>
</tr>
<tr>
<td>Softball, Freshman</td>
<td>$2424</td>
<td>$2459</td>
<td>$2495</td>
</tr>
<tr>
<td>Track, Varsity</td>
<td>$5771</td>
<td>$5855</td>
<td>$5940</td>
</tr>
<tr>
<td>Track, Assistant</td>
<td>$2135</td>
<td>$2166</td>
<td>$2197</td>
</tr>
<tr>
<td>Tennis, Boys</td>
<td>$3846</td>
<td>$3902</td>
<td>$3958</td>
</tr>
<tr>
<td>Tennis, Girls</td>
<td>$3846</td>
<td>$3902</td>
<td>$3958</td>
</tr>
<tr>
<td>Golf, HS</td>
<td>$3846</td>
<td>$3902</td>
<td>$3958</td>
</tr>
<tr>
<td>Golf, MS Intramural</td>
<td>$1401</td>
<td>$1421</td>
<td>$1442</td>
</tr>
<tr>
<td>Athletic Event Site Director</td>
<td>$100/EVENT</td>
<td>$100/EVENT</td>
<td>$100/EVENT</td>
</tr>
</tbody>
</table>
### HIGH SCHOOL STIPENDS:

#### CLASS ADVISORS:

<table>
<thead>
<tr>
<th>Class</th>
<th>Artistic Director</th>
<th>Production Manager</th>
<th>Technical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior</td>
<td>$2662</td>
<td>$2701</td>
<td>$2740</td>
</tr>
<tr>
<td>Junior</td>
<td>$1810</td>
<td>$1836</td>
<td>$1863</td>
</tr>
<tr>
<td>Sophomore</td>
<td>$1304</td>
<td>$1323</td>
<td>$1342</td>
</tr>
<tr>
<td>Freshman</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Artistic Director</th>
<th>Production Manager</th>
<th>Technical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photography</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Debate</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Drama</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Science</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Chess</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>French</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Math</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Spanish</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Band (9-12)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Orchestra (9-12)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Choral (9-12)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>World Language Exchange</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>DECA</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>National Honor Society</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>News Coordinator</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>College Bowl</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>$4809</td>
<td>$4879</td>
<td>$4949</td>
</tr>
<tr>
<td>Student Council</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Peer Ed Coordinator</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
</tbody>
</table>

#### RED (Rockport Embraces Diversity)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Artistic Director</th>
<th>Production Manager</th>
<th>Technical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>RED (961)</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Detention Monitor</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>Assistant RMHS Detention Monitor (flat fee)</td>
<td>$500</td>
<td>$507</td>
<td>$515</td>
</tr>
</tbody>
</table>

#### MUSICALS:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Artistic Director</th>
<th>Production Manager</th>
<th>Technical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic Director</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
<tr>
<td>Musical Director</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$1603</td>
<td>$1626</td>
<td>$1650</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$802</td>
<td>$814</td>
<td>$825</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$802</td>
<td>$814</td>
<td>$825</td>
</tr>
<tr>
<td>Choreographer</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
</tbody>
</table>

#### FULL LENGTH PLAY:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Artistic Director</th>
<th>Production Manager</th>
<th>Technical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic Director</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$802</td>
<td>$814</td>
<td>$825</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$1603</td>
<td>$1626</td>
<td>$1650</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$802</td>
<td>$814</td>
<td>$825</td>
</tr>
</tbody>
</table>

#### DRAMA FESTIVAL:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Artistic/Production Director</th>
<th>Technical Director</th>
<th>Costume Advisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic/Production Director</td>
<td>$1603</td>
<td>$1626</td>
<td>$1650</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$833</td>
<td>$845</td>
<td>$857</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$321</td>
<td>$326</td>
<td>$330</td>
</tr>
</tbody>
</table>
### MIDDLE SCHOOL STIPENDS:

<table>
<thead>
<tr>
<th>Activity</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debate</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Drama</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Science</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Technology</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Chess</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>French</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Math</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Spanish</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Visual Arts</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Ski</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Band (6-8)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Orchestra (6-8)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Chorus (6-8)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Yearbook Advisor</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
<tr>
<td>News Coordinator</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>College Bowl</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Student Council</td>
<td>$2002</td>
<td>$2031</td>
<td>$2060</td>
</tr>
<tr>
<td>Community Service</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
<tr>
<td>Detention Monitor</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>Homework Club afternoon</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>Homework Club morning</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>Current Events</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Cooking Club</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Science Bowl Advisor</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
</tbody>
</table>

### MIDDLE SCHOOL MUSICAL:

<table>
<thead>
<tr>
<th>Role</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic Director</td>
<td>$2406</td>
<td>$2441</td>
<td>$2476</td>
</tr>
<tr>
<td>Musical Director</td>
<td>$1934</td>
<td>$1962</td>
<td>$1990</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$1330</td>
<td>$1349</td>
<td>$1369</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$730</td>
<td>$741</td>
<td>$751</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$730</td>
<td>$741</td>
<td>$751</td>
</tr>
<tr>
<td>Choreographer</td>
<td>$1009</td>
<td>$1024</td>
<td>$1039</td>
</tr>
<tr>
<td>Assistant Technical Director</td>
<td>$521</td>
<td>$529</td>
<td>$536</td>
</tr>
<tr>
<td>Assistant Costume Director</td>
<td>$312</td>
<td>$317</td>
<td>$321</td>
</tr>
</tbody>
</table>

### MIDDLE SCHOOL FULL LENGTH PLAY:

<table>
<thead>
<tr>
<th>Role</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic Director</td>
<td>$1603</td>
<td>$1626</td>
<td>$1650</td>
</tr>
<tr>
<td>Production Manager</td>
<td>$602</td>
<td>$611</td>
<td>$620</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$100</td>
<td>$101</td>
<td>$103</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$602</td>
<td>$611</td>
<td>$620</td>
</tr>
<tr>
<td>Assistant Technical Director</td>
<td>$521</td>
<td>$529</td>
<td>$536</td>
</tr>
<tr>
<td>Assistant Costume Director</td>
<td>$521</td>
<td>$529</td>
<td>$536</td>
</tr>
</tbody>
</table>

### MIDDLE SCHOOL DRAMA FESTIVAL:

<table>
<thead>
<tr>
<th>Role</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Artistic/Production Director</td>
<td>$1200</td>
<td>$1217</td>
<td>$1235</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$833</td>
<td>$845</td>
<td>$857</td>
</tr>
<tr>
<td>Costume Advisor</td>
<td>$240</td>
<td>$243</td>
<td>$247</td>
</tr>
</tbody>
</table>
ELEMENTARY STIPENDS

<table>
<thead>
<tr>
<th>Position</th>
<th>Base Salary</th>
<th>Salary 1</th>
<th>Salary 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Service</td>
<td>$802</td>
<td>$814</td>
<td>$825</td>
</tr>
<tr>
<td>Elementary School Running Club</td>
<td>$942</td>
<td>$956</td>
<td>$970</td>
</tr>
<tr>
<td>Elementary School News Coordinator</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
</tr>
<tr>
<td>Elementary School Yearbook</td>
<td>$1177</td>
<td>$1194</td>
<td>$1211</td>
</tr>
<tr>
<td>Elementary Homework Club</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>Elementary Homework Club morning</td>
<td>$2877</td>
<td>$2919</td>
<td>$2961</td>
</tr>
<tr>
<td>ITS Chair</td>
<td>$1285</td>
<td>$1304</td>
<td>$1323</td>
</tr>
<tr>
<td>ITS Member (5 members)</td>
<td>$963</td>
<td>$977</td>
<td>$991</td>
</tr>
<tr>
<td>5th Grade Play Artistic Director</td>
<td>$1500</td>
<td>$1522</td>
<td>$1544</td>
</tr>
<tr>
<td>5th Grade Play Technical Advisor</td>
<td>$800</td>
<td>$812</td>
<td>$823</td>
</tr>
<tr>
<td>Band (EL)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Orchestra (EL)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
<tr>
<td>Chorus (EL)</td>
<td>$1111</td>
<td>$1127</td>
<td>$1143</td>
</tr>
</tbody>
</table>

SCHOOL WIDE STIPENDS

<table>
<thead>
<tr>
<th>Position</th>
<th>Base Salary</th>
<th>Salary 1</th>
<th>Salary 2</th>
<th>Salary 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Service Coordinator</td>
<td>$3206</td>
<td>$3252</td>
<td>$3300</td>
<td></td>
</tr>
<tr>
<td>SADD Advisor</td>
<td>$961</td>
<td>$975</td>
<td>$989</td>
<td></td>
</tr>
<tr>
<td>Health/Wellness Committee Chair</td>
<td>$1001</td>
<td>$1016</td>
<td>$1030</td>
<td></td>
</tr>
</tbody>
</table>

Grants
The parties agree that a bargaining unit member who writes a grant will be offered the opportunity to serve in the grant position. All grant positions shall be posted.

General Conditions

1. If a new position is established, the Committee will negotiate with the Association over the appropriate salary, if any, for such position.
2. If there are any substantial changes in the duties of any existing position the Committee will negotiate with the Association regarding possible modifications in the salary for such position.

Job Descriptions

1. **Class Advisor**

A. The Class Advisor (CA) is responsible for organizing and directing all class activities, which include:

1) Two (2) "Suppers" (one in each semester). One such "Supper" could be a class fundraiser.
2) One (1) fundraising event (non-supper event).
3) Tracking each member of his/her class.
4) Filing the record forms with the Guidance Director at the end of each academic year.
5) Submitting a final report to the Community Service Coordinator.
2. Community Service Coordinator

   A. The Community Service Coordinator (CSC) will be responsible for implementing the Community Service Program.

   B. The CSC will answer directly to the High School Principal and in turn to the Superintendent.

   C. The CSC will be responsible for compiling statistics, monitoring the students’ participation and communicating with parents and school administration.

   D. The CSC will be responsible for establishing a communication link between and among the four (4) class advisors that encourages two-way feedback relative to student participation and progress.

   E. The CSC will be responsible for filing an annual report to the High School Principal and the Superintendent.

   F. The CSC will assume all clerical duties associated with carrying out the Community Service Program.

   G. The CSC will be a resource to students and the four (4) class advisors and will assist them in making contact with placement sites and in locating opportunities for community service.
APPENDIX B1

ROCKPORT PUBLIC SCHOOLS
Rockport, Massachusetts

CONTRACT FOR TEACHERS WITHOUT PROFESSIONAL STATUS

Date:
Name:

You are hereby notified that you have been elected a teacher in the Rockport Public Schools at a salary of ____________________________ for the _________ school year.

You have been assigned, subject to transfer by the Rockport School Committee, to _________ ______________________. The other terms of employment are as established by the Rules and Regulations of the Rockport School Committee and the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association.

______________________________
Superintendent of Schools

I further agree to abide by all the rules and regulations of the Rockport School Committee, the State Laws applicable to teachers, and the terms and conditions of the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association as conditions of this employment. I recognize that Massachusetts certification is a condition of employment unless specifically stated otherwise.

I accept membership in the Massachusetts Teachers’ Retirement System as provided in Chapter 32 of the General Laws and hereby instruct the Rockport School Committee to deduct from my salary such assessments as law requires.

Consistent with M.G.L. Chapter 71, s. 42, the first ninety (90) calendar days of employment is probationary.

Signed ___________________________

Notice: Failure to sign and return the original copy of this contract to the office of the Superintendent of Schools by ________________, shall constitute withdrawal of the contract offer. The other copy is yours.
APPENDIX B2

ROCKPORT PUBLIC SCHOOLS
Rockport, Massachusetts

CONTRACT FOR TEACHERS WITH PROFESSIONAL TEACHER STATUS

Date:
Name:

You are hereby notified that your salary as a teacher in the Rockport Public Schools will be __________________ for the _________ school year.

You have been assigned, subject to transfer by the Rockport School Committee, to ______________. The other terms of employment are as established by the Rules and Regulations of the Rockport School Committee and the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association.

____________________________
Superintendent of Schools

I accept the position named above and agree to fulfill my duties as a teacher in Rockport for the term of this contract, or until released by a vote of the Rockport School Committee.

I further agree to abide by all rules and regulations of the Rockport School Committee, State Laws applicable to teachers and the terms and conditions of the current Master Agreement between the Rockport School Committee and the Rockport Teachers Association as conditions of the employment.

I recognize that Massachusetts Certification is a condition of employment unless specifically stated otherwise.

I accept membership in the Massachusetts Teachers' Retirement System as provided in Chapter 32 of the General Laws and hereby instruct the Rockport School Committee to deduct from my salary such assessment as the law requires.

____________________________
Signature

Notice: Please sign and return the extra copy within one (1) week to indicate that you are accepting the terms of the contract.
APPENDIX C

WAIVER FORM

To:_____________________________________
From:___________________________________

SUBJECT: EMPLOYMENT STATUS WAIVER - INVOLUNTARY LEAVE OF ABSENCE

This is to notify you that the Rockport School Committee intends to vote on your employment status on ________________________ consistent with the notification you have already received dated ________________________.

You shall be considered on involuntary unpaid leave of absence and eligible for recall pursuant to the Contract if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. You will assume full cost of any optional insurance program for the duration of this leave effective the July 1st following its approval. Also, should you wish to be given preference on the Substitute List during the recall period, you should notify the Personnel Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of our professional staff.

If you intend to elect involuntary unpaid leave of absence, please sign and return this form to the Director of Personnel by ___________________________. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Rockport School Committee will then undertake dismissal procedures pursuant to General Laws Chapter 71, Section 42.

WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under the General Laws Chapter 71, Section 42 and relieve the Rockport School Committee of any obligation it may have to comply with said statute with respect to this layoff to be effective September 1, 20__. I understand that by accepting this involuntary unpaid leave of absence I will retain all professional teacher rights, seniority and other contractual benefits in lieu of dismissal. I will assume full cost of any optional insurance program for the duration of this leave effective the July 1st following its approval. If I am not recalled during this leave, I understand that the Committee will vote on my dismissal pursuant to Chapter 71, Section 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to Chapter 71, Section 42 with respect to the Rockport School Committee’s action at that time.

_____________________________________________                         ________________
Signature                                                  Date
APPENDIX D

MASSACHUSETTS TEACHERS ASSOCIATION
2 HERITAGE DR, P.R.D, QUINCY, MA 02171-
TELEPHONE: (617) 978-9000 or 800-392-6175
www.mtaeacher.org • www.nea.org

PAYROLL DEDUCTION
MEMBERSHIP APPLICATION
PLEASE CHECK ONE
☐ Pre-K thru 12 Professional
☐ Educational Support Professional (ESP)
☐ Higher Education

PERSONAL INFORMATION
NAME

ADDRESS

CITY

STATE

ZIP + 4

SOCIAL SECURITY NUMBER

PERSONAL E-MAIL ADDRESS

PAYMENT INFORMATION
ASSOCIATION

TYPE

ANNUAL PAYMENT

NEA**

MTA**

COUNTY

LOCAL

TOTAL

NOTE-Please see back of form for membership type codes.

PAYROLL DEDUCTION AUTHORIZATION

I HEREBY AUTHORIZE THE

SCHOOL COMMITTEE AND THE TREASURER OF
SAID MUNICIPALITY OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE TO
DEDUCT EACH YEAR THE CUMULATIVE DUES OF MY LOCAL, COUNTY, STATE AND NATIONAL
ASSOCIATIONS WITHSTANDING ANY INCREASES OR DECREASES IN SUCH DUES IN THE
FUTURE YEARS.

I UNDERSTAND THAT THE SPECIFIC AMOUNT OF THE CURRENT DUES OF THE ASSOCIATIONS SHALL BE CERTIFIED TO THE COMMITTEE BY MY LOCAL ASSOCIATION TREASURER OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE EACH SCHOOL YEAR.

THE DEDUCTIONS SHALL BE MADE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE LOCAL ASSOCIATION AND THE

SCHOOL COMMITTEE OR BETWEEN THE FACULTY ASSOCIATION AND THE UNIVERSITY / COLLEGE AS IT MAY BE AMENDED OR RENEWED FROM TIME TO TIME, INCLUDING ANY SUCCESSOR AGREEMENTS AND IN THE ABSENCE OF ANY SUCH AGREEMENT SUCH DEDUCTIONS SHALL BE MADE PURSUANT TO C 180 S. 1TC AS MOST RECENTLY AMENDED.

I UNDERSTAND THAT I MUST GIVE AT LEAST SIXTY (60) DAYS NOTICE TO THE COMMITTEE OR TO THE TREASURER / BURSAR TO WITHDRAW THIS AUTHORIZATION FOR A SUBSEQUENT SCHOOL YEAR. I FURTHER UNDERSTAND THAT I AM OBLIGATED TO PAY THE FULL ANNUAL DUES FOR EACH YEAR AS DETERMINED BY THE ASSOCIATIONS.

SIGNATURE

DATE

MTA COPY

NEA CLASSROOM TEACHER DEFINITION: Classroom Teacher shall mean any person who is certified, where required, and a major part of whose time is spent in direct contact with students or who performs allied work, which results in placement of the person on a local salary schedule for teachers.

*Ethnicity Information is optional. Failure to provide it will in no way effect your membership status, rights or benefits in NEA, MTA or any of their affiliates.

All information on this form will be kept confidential and for the exclusive use of MTA / NEA.

MEMBERS SIGNATURE

DATE

RETURN TO MTA - FINANCE & ACCOUNTING
APPENDIX E
DRUG-FREE WORKPLACE POLICY

The Rockport School Committee recognizes that alcoholism and drug abuse are treatable illnesses, and will accordingly establish employee rehabilitation as the primary focus of the following drug-free workplace policy.

1. All employees are prohibited from possessing, distributing or using alcohol or illicit drugs on school premises and at school-sponsored activities. Illicit drugs are defined as controlled substances under M.G.L., Chapter 94C and include narcotics, cannabis, stimulants, depressants, and hallucinogens. Alcohol is defined as alcoholic beverages including beer, wine, and distilled spirits.

2. Any employee who by clear and convincing evidence violates this policy may be subject to disciplinary action up to and including discharge. However, any employee who agrees to complete an appropriate and recognized rehabilitation program will not be subject to discharge for up to two (2) offenses for use of drugs or alcohol within a five (5) year period.

3. Employees on a first or second year cycle of rehabilitation will be allowed to use their sick leave during any period of full-time residence in an approved and recognized program.

4. The determination of an appropriate program is to be made by a professional in the field of alcohol or drug rehabilitation, i.e. a licensed social worker, psychologist or physician chosen by the employee. The term recognized rehabilitation program is defined as any program of counseling, treatment or reentry generally accepted by the medical community and/or eligible for payment or reimbursement by health insurance plans.

5. An employee who violates this policy by the use of drugs or alcohol after the second time:
   a) may be permitted to complete a third cycle of rehabilitation and/or;
   b) may be suspended for up to ninety (90) workdays at the discretion of the Superintendent or;
   c) may be dismissed.

Any employee who fails to return to employment after either the third cycle of rehabilitation or suspension, or both, is subject to discharge at the discretion of the Superintendent.

6. Any employee who violates this policy and who fails or refuses to participate in rehabilitation as described above shall be subject to disciplinary action up to and including discharge according to a progressive discipline model in conjunction with employee rights, including the "just cause" provision of any collective bargaining agreements between the Committee and the various employees bargaining units.

   Notwithstanding the foregoing, any employee found guilty beyond a reasonable doubt of distribution of illicit drugs on school property by a court or an arbitrator of competent jurisdiction may be terminated for a first offense.

7. Nothing in this policy statement shall be construed as a waiver of any statutory or constitutional rights of employees under either Massachusetts or Federal Law.

8. A list of suggested local groups or agencies available to Rockport staff members who are concerned about drug or alcohol abuse is available. In listing such resources, the Committee does not intend to limit or define the scope of what may be considered appropriate and recognized rehabilitation programs as previously used in this policy statement.
APPENDIX F

HOURLY ACTIVITY RECORD FOR INSERVICE CREDIT

TEACHER'S NAME: _______________________

Record below time spent in your pre-approved staff development activity. Please be specific, noting the activity engaged in, the exact date(s), the time of day, and the number of hours spent on each date recorded. Please do not summarize.

Please submit to the Staff Development Committee when twenty-two (22) hours, forty-four (44), or sixty-six (66) hours of pre-approved activity have been completed.

ACTIVITY________________________________DATE_______TIME______HOURS______
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

TOTAL _________

I attest that the above record is true and accurate.

_______________________________
Teacher's Signature

_______________________             ______________________        ______
Committee Member                         Committee Member                    Committee Member

FOR STAFF DEVELOPMENT COMMITTEE USE
All hours listed are for pre-approved staff development activities:

____________________________________________________________________________

FOR SUPERINTENDENT'S USE

_______ in-service credit(s) has/have been granted for ________ hours listed.

Superintendent's signature: _______________________________________________
APPENDIX G

ROCKPORT PUBLIC SCHOOLS TEACHER EVALUATION

1. Purpose of Educator Evaluation
This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;
The regulatory purposes of evaluation are:
   i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
   ii. To provide a record of facts and assessments for personnel decisions.
The Rockport Public Schools purposes of evaluation are to support and promote faculty 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. This may include photography, videotaping or audio taping, but only by mutual agreement.
   **Brief Unannounced Observations:** Classroom visits that are part of the evaluation process for educators that are at least fifteen (15) minutes in duration. **Note:** Brief Unannounced Observations differ from Walkthroughs that are described below. The Evaluator will indicate to the teacher by displaying a green card stating B.U.O. when he/she decides that an intended walkthrough is to be considered a “Brief Unannounced Observation” rather than a Walkthrough.
   **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, Middle-High School Librarian, diagnosticians, school psychologist and school adjustment counselor.
   **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, Elementary Librarian, technology 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, district-developed pre- and post-unit and course assessments, and capstone projects. Administrators, teachers by department, and grade level teams will collaboratively generate measures of student growth. These measures shall be reviewed each year by the Teacher Evaluation Process Review Committee at their annual meeting and shall be locally bargained by the parties following the DESE guidelines.
   **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 (1) 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 (1) or two (2) school years for Educators with PTS who are rated Proficient or Exemplary overall.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two (2) years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one (1) 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 (1) school year or less for Educators with PTS who are rated Needs Improvement overall. 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 overall, he or she shall be rated Unsatisfactory overall and shall be placed on an Improvement Plan.

**Improvement Plan** shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than forty-five (45) school days and not more than one (1) school year for Educators with PTS who are rated unsatisfactory overall, and with goals specific to improving the Educator’s unsatisfactory performance.

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

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

**Evaluator**: Any non-Unit A building administrator who is appropriately licensed and designated by the Superintendent who has responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary 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.

**Primary Evaluator** shall be the Building Principal. The Primary Evaluator shall be the person responsible for determining the Educator's performance ratings and approving the summative evaluation.

**Secondary Evaluator** may be the Assistant Principal or the Director of Student Services. The Secondary Evaluator shall be the person responsible for supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.

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

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

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

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

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

**Goal:** 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, and student WIDA gain scores.

**Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one (1) or more classroom or worksite visits(s) of at least the length of the average class period 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. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

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

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

- **Exemplary:** the Educator’s performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. 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. Proficient practice is understood to be fully satisfactory.

- **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 and collectively bargained 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.

**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 assess the Educator’s practice at the four (4) levels of performance. The rubric consists of:

- **Standards and Indicators of Effective Teaching Practice:** Defined in 603.CMR 35.03. These standards and indicators include mutually agreed upon **Priority Standards** and 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 (4) benchmarks – one (1) describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

**Rubric Prioritization:** Though educators and evaluators are responsible for ensuring good practice across all aspects of the Teacher Rubric, the task of completely and thoroughly observing, demonstrating, and documenting proficiency in all thirty-three (33) elements is a challenging task. For this reason, the following ten (10) elements will be considered **Priority Standards:**
### Standard I: Curriculum, Planning, and Assessment

<table>
<thead>
<tr>
<th>A. Curriculum and Planning Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Subject Matter Knowledge</td>
</tr>
<tr>
<td>2. Child and Adolescent Development</td>
</tr>
<tr>
<td>3. Rigorous Standards-Based Unit Design</td>
</tr>
<tr>
<td>4. Well-Structured Lessons **</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Assessment Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Variety of Assessment Methods</td>
</tr>
<tr>
<td>2. Adjustments to Practice **</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Analysis Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Analysis and Conclusions</td>
</tr>
<tr>
<td>2. Sharing Conclusions With Colleagues</td>
</tr>
<tr>
<td>3. Sharing Conclusions With Students</td>
</tr>
</tbody>
</table>

### Standard II: Teaching All Students

<table>
<thead>
<tr>
<th>A. Instruction Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of Effort and Work</td>
</tr>
<tr>
<td>2. Student Engagement (PreK-12)</td>
</tr>
<tr>
<td>3. Meeting Diverse Needs **</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Learning Environment Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Safe Learning Environment</td>
</tr>
<tr>
<td>2. Collaborative Learning Environment</td>
</tr>
<tr>
<td>3. Student Motivation **</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Cultural Proficiency Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Respects Differences</td>
</tr>
<tr>
<td>2. Maintains Respectful Environment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Expectations Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clear Expectations</td>
</tr>
<tr>
<td>2. High Expectations **</td>
</tr>
<tr>
<td>3. Access to Knowledge</td>
</tr>
</tbody>
</table>

### Standard III: Family and Community Engagement

<table>
<thead>
<tr>
<th>A. Engagement Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Parent/Family Engagement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Collaboration Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Learning Expectations</td>
</tr>
<tr>
<td>2. Curriculum Support</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Communication Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Two-Way Communication</td>
</tr>
<tr>
<td>2. Culturally Proficient Communication</td>
</tr>
</tbody>
</table>

### Standard IV: Professional Culture

<table>
<thead>
<tr>
<th>A. Reflection Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Reflective Practice</td>
</tr>
<tr>
<td>2. Goal Setting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Professional Growth Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Professional Learning and Growth</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Collaboration Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Professional Collaboration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Decision-Making Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Decision-making</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Shared Responsibility Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Shared Responsibility</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Professional Responsibilities Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Judgment</td>
</tr>
<tr>
<td>2. Reliability and Responsibility</td>
</tr>
</tbody>
</table>
The ten (10) Priority Standards were selected in relation to the following criteria: the element’s clarity; its relative importance; how easily observable or demonstrable the element is; and the element’s influence as a guide or prompt for continuous improvement.

Detailed points:

- To determine a rating of Proficiency, an evaluator must document, through observed or submitted evidence relative to the Teacher Rubric, practice directly related to the ten (10) highlighted elements.

- For an educator to be eligible for a rating of Proficient, she/he must provide evidence (observed or submitted relative to the Teacher Rubric) directly related to the ten (10) highlighted elements. Simply providing evidence, however, does not ensure a rating of Proficient. Observational and documentary evidence must, in the judgment of the evaluator, meet the rigorous level of proficiency as described in the rubric.

- If an Evaluator requires the Educator to provide additional evidence outside the prioritized standards, any such request from the evaluator must be made in writing (via Teachpoint or other agreed upon Evaluation software evaluation forms or notes) by February 1. Though the evaluator may not request additional evidence after this time, the evaluator may continue to collect data through the normal evaluative process.

- A teacher may choose to provide additional evidence outside the prioritized standards if he or she wishes (independent of any request by the evaluator).

The Standard Of Observation And Evidence Collection For Unsatisfactory And Needs Improvement

As the contract indicates (Section 11 A iii), designations of Unsatisfactory and Needs Improvement require a higher standard of observation and evidence collection. For ratings below Proficient, the evaluator is expected to seek evidence in all applicable indicators and elements (this may include any of the thirty-three elements), and the evaluator should establish regular and frequent opportunities to communicate with the educator throughout the evaluation cycle.

The Standard Of Observation And Evidence Collection For Exemplary

A higher standard of observation and evidence collection is also true for Exemplary. For ratings above Proficient, it is incumbent upon the educator to establish regular and frequent opportunities to communicate with the evaluator throughout the evaluation cycle, and to provide evidence above and beyond the ten (10) prioritized elements. The exact amount of evidence cannot be predetermined, but a mutual understanding between educator and evaluator should be initiated as early as possible in the evaluation cycle.

Recommended practice for Exemplary determinations will likely include a more extensive self-assessment and goal-setting phase, during which the educator indicates his or her wish to be considered for Exemplary rating in writing. The evaluator, in turn, will identify existing educator strengths, along with potential focus areas and their related evidence, to provide a guide for the work ahead in writing.
Whether a teacher requests an Exemplary rating consideration or not, an educator remains eligible for a summative rating of Exemplary based on the professional judgment of the evaluator.

**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 measured 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 and the agreement between the parties to the collective bargaining agreement.

**Student Feedback:** The annual process by which teachers conduct confidential electronic surveys each school year with their students to gather constructive feedback on their teaching practices to be used to develop their goals for the next school year and to adjust their practice as deemed appropriate to enhance student learning. Themes that arise through this feedback loop are shared and discussed with the educator’s evaluator during formative and summative evaluation meetings. Student feedback is not to be used by the evaluator to develop ratings for the educator.

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

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

**Trends in student learning:** At least three (3) 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.

**Walkthroughs:** Observations, which are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms, usually for between five (5) to fifteen (15) minutes each. **Note:** Walkthroughs differ from Brief Unannounced Observations that are described above. The Evaluator will indicate to the teacher by displaying a green card stating B.U.O. when he/she decides that an intended walkthrough is to be considered a “Brief Unannounced Observation” rather than a Walkthrough.

### 3. Evidence Used in Evaluation
The following categories of evidence shall be used in evaluating each Educator:

- **Multiple measures of student learning, growth, and achievement, which shall include:**
● 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;
● Statewide growth measure(s), where available, including the MCAS Student Growth Percentile and the World-Class Instructional Design and Assessment (WIDA), and locally bargained measures of student learning comparable across grade or subject district-wide.
● 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.
● 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:

● Unannounced observations of practice
● Announced observations of practice
● Brief Unannounced Observations of Practice
● Examination of Educator work products
● Examination of student work products
● Evidence of progress towards professional practice
● Evidence of progress towards student learning outcome goals

C. Evidence relevant to one (1) or more Performance Standards, including but not limited to:

● Evidence compiled and presented by the Educator, including:
  ▪ Evidence of fulfillment of professional responsibilities and growth, such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community, and professional culture;
  ▪ Evidence of active outreach to and engagement with families;

4. Rubric

The rubrics are a scoring tool used for the Educator’s Self-Assessment, the Formative Assessment, the Formative Evaluation, and the Summative Evaluation. Those rubrics are attached to this agreement.

5. Evaluation Cycle: Training

The District shall arrange for any Educators, Principals, and other Evaluators that become employed by the Rockport Public Schools subsequent to the original training, training that outlines the components of the evaluation process and provides an explanation of the evaluation cycle. There shall be training within the first month of the school year for all Educators, Principals, and other Evaluators in any changes to the evaluation process that have occurred subsequent to the most recent amendments to original document for which Educators and Evaluators have received training. The District, through the Superintendent in cooperation with the Association, shall determine the type and quality of training based on guidance provided by DESE if such is available.
6. **Evaluation Cycle: Annual Orientation**

Prior to the start of each school year, or within one month of their employment if they are hired during the school year, new educators to the district will receive an orientation to all components of the evaluation system from their assigned mentor and also from their assigned administrative evaluator.

A. 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 Primary or Secondary Evaluator a self-assessment by October 1st or within four (4) weeks of the start of his/her employment at the school.

ii. The self-assessment includes:

   o An analysis of evidence of student learning, growth, and achievement for students under the Educator’s responsibility.
   o An assessment of practice against each of the four (4) Performance Standards of effective practice using the district’s rubric.
   o Proposed goals to pursue:
     ▪ At least one (1) goal directly related to improving the Educator’s own professional practice.
     ▪ At least one (1) 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 (4) 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 as directed by the Primary Evaluator. In addition, the goals may address shared grade level or subject area team goals.

vi. New Evaluator(s) will receive training in the District’s evaluation model prior to any use of any feature of the evaluation model.

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 (1) goal related to the improvement of practice as well as one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

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

The Evaluator retains authority over goals to be included in an Educator’s plan.

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

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15 for educators on a one (1) year plan or by November 1 for educators on a two (2) year plan of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- 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 (6) weeks of the start of their assignment in that school.

- 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.

- The Evaluator shall meet with Educators with PTS with ratings of Proficient and Exemplary by November 1st, to develop the Educator plan. The professional practice goal may be team goals. In addition, these Educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

D. The Evaluator completes their review of the Educator Plan by November 15th. The Educator shall sign the Educator Plan within five (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**

In the first three (3) years of practice:

- The Educator shall have at least two (2) announced observations during the school year, one (1) before January 31st and one (1) after January 31st, using the protocol described in section 11C, below.
- The Educator shall have a minimum of one (1) unannounced observation before January 31st.
- The goal should be to conduct at least one (1) observation during each of the first three (3) quarters of the school year.
- Brief Unannounced Observations may be used to supplement the full-period observation visit schedule described above during the first three (3) years of a Non-PTS educator’s practice. If Brief Unannounced Observations are used for this purpose, a minimum of three (3) shall be conducted each school year and each must be at least fifteen (15) minutes in length. Electronic feedback will be provided to the educator within three (3) school days of each Brief Unannounced Observation. Brief Unannounced Observations used for this purpose are to be spread throughout the school year in relatively equal increments of time and are to include a focus on different times of a teacher’s day and on varying educational aspects of the educator’s teaching assignment and practices. A follow-up meeting to discuss a Brief Unannounced Observation is not required, but may be requested by either the evaluator or the educator, and if requested, shall occur within five (5) days of receipt of the Brief Unannounced Observation Report by the educator.
- Brief Unannounced Observations may be used to replace one (1) of the full-period announced observations and the full-period unannounced observation as listed above in both year two (2) and year three (3) if the educator is deemed to be proficient or exemplary in all standards after completion of year one. If Brief Unannounced Observations are used for this purpose, a minimum of three (3) per school year will be conducted of at least fifteen (15) minutes in duration, and these are to be spread throughout the school year in relatively equal increments of time and are to be conducted during different times of a teacher’s day, and planned to view varying aspects of the educators teaching assignment and practices. Electronic feedback will be provided to the educator within three (3) school days of each Brief Unannounced Observation. A follow-up meeting to discuss a Brief Unannounced Observation is not required but may be requested by either the evaluator or the educator and if requested shall occur within five (5) days of the receipt of the Brief Unannounced Observation Report by the Educator. If at any time during the use of the Brief Unannounced Observation process to replace full-period observations during year two (2) and in year three (3) areas are identified that are deemed by the evaluator to be in need of improvement or are unsatisfactory in nature, then that observation must be followed by at least one (1) brief unannounced observation of at least fifteen (15) minutes in duration within twenty (20) school days of that particular observation.

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 a minimum of one (1) announced and one (1) unannounced observation during the evaluation cycle to occur at least
once during the first year of the two (2) year period and once during the first half of the second year of the cycle.

A.1 Brief Unannounced Observations may be used to supplement the full-period observation visit schedule described above during the PTS educator’s evaluation cycle. If Brief Unannounced Observations are used for this purpose, a minimum of two (2) shall be conducted each school year, and each must be at least fifteen (15) minutes in length. Electronic feedback will be provided to the educator within three (3) school days of each Brief Unannounced Observation. Brief Unannounced Observations used for this purpose are to be spread throughout the school year in relatively equal increments of time, and are to include a focus on different times of a teacher’s day and on varying educational aspects of the educator’s teaching assignment and practices. A follow-up meeting to discuss a Brief Unannounced Observation is not required, but may be requested by either the evaluator or the educator, and if requested shall occur within five (5) school days of the receipt of the Brief Unannounced Observation Report by the Educator.

A.2 Brief Unannounced Observations may replace the full-period unannounced observation listed above. Brief Unannounced Observations may replace the full-period announced observations listed above, by mutual agreement of the Educator and the Evaluator, if the PTS educator is deemed to be proficient or exemplary in all standards after finishing their first complete evaluation cycle. If Brief Unannounced Observations are used for this purpose, a minimum of two (2) per school year will be conducted of at least fifteen (15) minutes in duration, and these are to be spread throughout the school year in relatively equal increments of time, and are to be conducted during different times of a teacher’s day and planned to view varying aspects of the educator’s teaching assignment and practices. Electronic feedback will be provided to the educator within three (3) school days of each Brief Unannounced Observation. A follow-up meeting to discuss a Brief Unannounced Observation is not required, but may be requested by either the Evaluator or the Educator and if requested shall occur within five (5) school days of the receipt of the Brief Unannounced Observation Report by the Educator. If at any time during the use of the Brief Unannounced Observation process to replace full-period observations during the PTS Educator’s two (2) year cycle, areas are identified that are deemed by the Evaluator to be in need of improvement or are unsatisfactory in nature, then that observation must be followed by at least one (1) brief unannounced observation of at least fifteen (15) minutes in duration within twenty (20) school days of that particular observation. If the Educator is found to be with a “needs improvement” overall rating on either a Formative or Summative Evaluation Report, then the observations process will revert to a standard observation practice, as described in section 10 A.1

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan, which will include at least two (2) announced observations, one (1) before January 31\textsuperscript{st} and one (1) after January 31\textsuperscript{st}. The Educator shall have at least two (2) unannounced observations, at least one (1) before January 31\textsuperscript{st} and one (1) after January 31\textsuperscript{st}. Brief Unannounced Observations may be used to supplement the required observations as described above.

C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan that must include both unannounced and announced observations. The
educator will have four (4) total unannounced observations, at least one (1) per each quarter of the school year. The Educator will have two (2) announced observations, one (1) before January 31st, and one (1) after January 31st. For Improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations during that six (6) month period. Brief Unannounced Observations may be used to supplement, but not replace, the required observations described above.

11. Observations
Observations required by the Educator Plan should be completed by the dates indicated in the chart in section 20.
The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A. 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 between five (5) to fifteen (15) minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction and are used to talk about observed patterns and trends across classrooms rather than commenting on individual teachers. The Educator will expect to get feedback from the Evaluator if the Evaluator observed any issues of concern.

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

- The evaluator shall observe the educator for the length of the average class period.

- The Educator will be provided with written feedback and a post-conference meeting with the Evaluator to be held within ten (10) school days of the observation. The written targeted and specific feedback shall be delivered to the Educator in person or placed in the Educator’s mailbox. If either the Educator or the Evaluator requests an additional meeting to discuss the observation or feedback, such a meeting will take place within five (5) school days after the completion of the post-conference meeting. The Educator will always have the opportunity to write a response to an observation.

- Any unannounced observation, or series of unannounced observations, resulting in one (1) or more standards judged to be unsatisfactory or needs improvement must be followed by at least one (1) announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a timeframe for the subsequent observation to demonstrate the completion of such action(s).

C. Brief Unannounced Observations: All Brief Unannounced Observations shall be conducted according to the following

- The Evaluator shall observe the educator for a minimum of fifteen (15) minutes during a Brief Unannounced Observation
● The Evaluator will indicate to the teacher by displaying a green card stating B.U.O. when he/she decides that an intended walkthrough is to be considered a “Brief Unannounced Observation” rather than a Walkthrough.
● The Educator will be provided with electronic feedback within three (3) school days of a Brief Unannounced Observation.
● A follow-up meeting to discuss a Brief Unannounced Observation is not required, but may be requested by either the Evaluator or the Educator and if requested shall occur within five (5) school days of the receipt of the Brief Unannounced Observation Report by the Educator.

D. **Announced Observations:** All announced observations shall be conducted according to the following:

   i. The Evaluator and 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 the length of the average class period. At the elementary level, evaluators are encouraged to remain through transition to the next lesson.
   
   ii. Prior to the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. The Educator shall inform the Evaluator as to the content of the lesson, student conference, IEP plan or activity.
   
   iii. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
   
   iv. Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This time frame may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled and held within forty-eight (48) hours if at all possible.
   
   v. The Evaluator shall provide the Educator with written feedback within ten (10) school days of the post conference. 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. The Educator may request that an additional meeting be held to discuss the written feedback within ten (10) school days of receipt of that feedback or may opt to just sign and return the observation. The educator’s signature on the observation indicates receipt only and does not indicate agreement with the contents of the observation.
   
   vii. The Educator may request and shall be provided with an additional observation, and/or an additional observer, when he/she feels his/her professional practice has been misrepresented in the written feedback provided.

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 to include the results of Brief Unannounced Observations, 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 (2) 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 (2) 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 performance towards 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 five (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 ten (10) school days of receiving the report. The Educator’s reply shall be attached to the report.

13. Evaluation Cycle: Formative Evaluation for Two (2) Year Self-Directed Plans Only

A. Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15th 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. No later than May 1st, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator’s performance that may be included in the assessment of the Educator based on 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 either before and/or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation Report within ten (10) school days of receiving the report. The Educator’s reply shall be attached to the report.

G. The Educator shall sign the Formative Evaluation Report within five (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.


A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one (1) or two (2) year Educator Plan, the Summative Report must be written and provided to the Educator by May 15th.

B. The Evaluator determines a rating on each standard 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 Educator, 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. No later than April 15th, 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 (4) 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 (2) 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
Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals. The Educator Plan shall include, but is not limited to:

- At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
- At least one (1) goal for the improvement to the learning, growth and achievement of the students under the Educator’s responsibility;
- 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 attaining 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.

It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan
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
The Educator whose overall rating is Proficient or Exemplary will have one (10 announced and one (1) unannounced observation during the evaluation cycle, one (1) of which shall occur during the first year of the two (2) year period and the other during the first half of the second year of the cycle. A Two (2) year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, and for those educators whose impact on student learning is moderate or high, when available. A Formative Evaluation Report is completed at the end of year one (1) and a Summative Evaluation Report at the end of year two (2).
A One (1) year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, and for those educators 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
The Educator with PTS, whose overall rating is Needs Improvement, must be observed according to the Directed Growth Plan. The plan will include at least two (2) announced observations, one (1) before January 31st and one (1) after January 31st. The Educator shall have in addition at least two (2) unannounced observations, at least one (1) before January 31st and one (1) after January 31st.
The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
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.
For an Educator on a Directed Growth Plan whose overall Summative Performance Rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least Proficient, the Evaluator will rate the Educator as Unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan
An Improvement Plan is for those Educators with PTS whose overall rating is Unsatisfactory.
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 a total of at least four (4) total unannounced observations, at least one (1) per each quarter of the school year. The Educator will have at least two (2) announced observations, one (1) before January 31st, and one (1) after January 31st. For improvement Plans of six (6) months or fewer, there must be no less than one (1) announced and two (2) unannounced observations during that six (6) month period.
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 forty-five (45) school days and no more than one (1) school year. The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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

The Improvement Plan process shall include:
- Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).
- If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- The Superintendent shall be notified immediately of any teacher placed on an Improvement Plan and be made aware of the provisions of the plan.

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

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

The decision on the Educator’s status shall be presented in writing at the conclusion of the Improvement Plan.

All determinations below must be made no later than June 1. One (1) of four (4) decisions must be made at the conclusion of the Improvement Plan:
- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

68
● 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. The purpose of the student survey of staff is to assist staff in developing a meaningful educational experience for Rockport students. During the duration of the contract, staff and administrators will engage in discussions of the survey results and the value of the information for individual staff members as well as for the District as a whole. The results of the surveys will not be used to review student performance and professional growth of individual staff members, except as outlined below.

The Student Survey of Staff will be administered to students once per course during each school year. Teachers will have the option of administering the survey twice during the course/year in order to self-evaluate any growth in any potential areas of need identified by the survey results. The survey forms will be completed by students on-line using district-created Google Forms. The forms will be continually reviewed and revised by school-based level committees run by the building principals. Any changes to the forms will be reviewed and agreed upon by the RPS Evaluation Committee.

Surveys will be administered by March 31st of each school year if given once, or by December 31st and April 30th if administered twice in the school year. Each staff member will provide his/her students with the opportunity to complete the forms during their class meeting times. The tally will be completed using Google Forms and/or Google Classroom. Each PTS staff member will save the results of each year’s Google Form Survey through the last school day of their evaluation cycle. Each Non-PTS staff member will save the results of each year’s Google Form Survey through the last school day of their first three (3) years in the district.

For PTS staff the survey will be part of the staff member’s discussion with his/her evaluator about establishing/refining his/her goals for his/her next evaluation cycle. The discussion and the survey contents will only be used as an indicator of the staff member’s progress made in developing and meeting professional practice and student learning goals during his/her evaluation cycle.

For Non-PTS staff, the survey may become one source of discussion during the summative meeting with the evaluator, as a means to reflect upon what is occurring in the staff member’s classroom. The discussion and its contents will not be part of the summative assessment of the staff member during the first year in which it was administered. The survey will also be part of the staff member’s discussion with his/her evaluator about establishing/refining his/her goals for his/her next evaluation cycle. The discussion and the survey contents will be used as an indicator of the staff member’s progress made in developing and meeting professional practice and student learning goals. Any patterns across years that have been discussed in formative and/or summative meetings between the staff member and the evaluator may become part of the summative assessment in subsequent years.

Given the nature of the services provided by certain staff members (nurses, guidance counselors, psychologists and district math specialist), these individuals will not participate in student feedback surveys. The viability of student surveys for their functions will be reviewed and revised by department and school-based level committees run by the building principals.
Any creation and implementation of the student feedback survey process for these individuals will be reviewed and agreed upon by the RPS Evaluation Committee.

For the duration of the contract, the RPS Evaluation Committee will meet to review the Student Survey of Staff as part of the Rockport Public Schools Teacher Evaluation System. Among their responsibilities will be: assess the forms, the validity of the questions and responses, and their future use in guiding staff in their delivery of instruction to students. Staff will be included in meetings to develop/revise survey questions, format, and length, and this feedback will be brought to the RPS Evaluation Committee for discussion.

21. Development and Use of District Determined Measures (DDMs) and Determination process of and Educator’s Overall Impact on Student Learning:

A) Identifying and Selecting District-Determined Measures

i. The RPS Evaluation Committee (committee), as a part of their agenda, will continuously work to identify, select, and review DDMs.

(a) The parties shall endeavor to provide, to the extent practicable, representation of Educators from a variety of grade levels and disciplines on specific DDMs and DDM philosophies in their roles as committee members.

ii. Additional RPS Evaluation Committee tasks shall include:

(a) Surveying Educators and Administrators in the District to create and maintain a list of assessments used in the District. The committee shall invite teams of Educators to identify or develop new measures that may be adopted or adapted as DDMs.

(b) Recruiting and identifying district Educators, including teachers of students with disabilities and English Language Learners, as well as Educator teams, to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the committee.

   (1st) Recruitment materials for classroom and caseload Educators should indicate a preference for Educators rated proficient or exemplary on Standards I and II during the most recent evaluation cycle.

   (2nd) Recruitment materials for school and District Administrators should indicate a preference for administrators rated proficient or exemplary on Standard I during the most recent evaluation cycle.

(c) Identifying at least two (2) measures of student learning, growth, or achievement for each Educator based on recommendations from Educators with expertise in the content area, as described in Section 22.B.ii.b.
(d) Collecting feedback from Educators and Evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
   (1st) Where feedback suggests modifications to the selected DDMs, or the selection of different DDMs is necessary, the committee may convene a team of Educators with expertise in the content area to make recommendations to the committee.

(e) Participating in the continuous improvement of the district’s DDMs.

iii. DDM Selection Criteria

(a) DDMs may consist of direct or indirect measures.
   (1st) A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
      (i) For all classroom Educators, at least one (1) measure in each year that will be used to determine an educator’s ISL Rating must be a direct measure.
      (ii) Direct measures shall be criterion-referenced, such as, but not limited to: formative, interim, and unit pre- and post-assessments in specific subjects, assessments of growth based on performances, and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
   (2nd) Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning, but do measure the consequences of that learning.
      (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.

(b) DDMs must be comparable across grade or subject level district-wide.

(c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes high, moderate and low student growth.

(d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

iv. Process for Selecting DDMs

(a) The committee shall formally agree upon a list, which identifies at least two (2)
DDMs for each educator. Any DDMs on the list not previously piloted will be piloted in the 2016-2017 school year. These DDMs will be implemented in subsequent years, or implemented in revised versions with approval of the committee or the District Curriculum Director. All identified DDMs shall be used, in combination with professional judgment, to determine each educator’s ISL Rating.

(b) The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under G.L. c. 71, sec. 38.

(c) Educators must be informed of the DDMs that will be used to determine their ISL Rating no later than the start of each school year.

B) Determining Educator Impact for Each DDM

i. The Evaluator will meet with the Educator annually to conduct a collaborative conversation about the Educator’s student outcomes on the DDMs administered in the previous year. For each DDM, the Evaluator and the Educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the Educator’s students achieved high, moderate, or low growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the Educator, the Evaluator may recommend that the Educator continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them.

ii. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.

(a) For full-year or fall-semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st, or do not remain enrolled through the final date the DDM is administered, shall not be used in the determination of an educator’s impact on student growth.

(b) For spring-semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester, or do not remain enrolled through the final date the DDM is administered, shall not be used in the determination of an educator’s impact on student growth.

(c) DDM results from students who are not present for instruction or education services for at least ninety (90%) per cent of the allotted instructional or service
time shall not be used in the determination of an educator’s impact on student growth.

C) Determining an Impact on Student Learning (ISL) Rating

i. For the 2016-2017 reporting cycle, during the 2016/17 school year, the Rockport Public Schools will participate in the 2nd year of DDM data collection and will determine Student Impact Ratings (SIR) for all applicable Educators.

To allay concerns regarding assessment validity, Evaluators will presume all Educators to have demonstrated moderate impact for this first reporting period. This will allow additional years for assessment refinement and the creation of local norms, if applicable.

The assignment of an impact rating of less than or greater than moderate will not be based on student results, but may be considered relative to the process used in DDM assessment and analysis (e.g. a rating of low impact if an Educator does not administer DDMs or does not collect and reflect on data).

ii. In cycles subsequent to the 2016-2017 reporting period, the Evaluator shall use his/her professional judgment to determine whether an Educator is having a high, moderate, or low impact on student learning. The Evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section C.i above (high, moderate, or low) from at least two (2) measures (a statewide growth measure must be used as one (1) measure, where available) in each of at least three (3) years of data and will apply professional judgment to those determinations in order to establish trends and patterns in student learning, growth, and achievement before determining the Educator’s ISL Rating. The Evaluator’s professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.

(a) A rating of high indicates that the Educator’s students demonstrated significantly higher than one (1) year’s growth relative to academic peers in the grade or subject.

(b) A rating of moderate indicates that the Educator’s students demonstrated one (1) year’s growth relative to academic peers in the grade or subject.

(c) A rating of low indicates that the Educator’s students demonstrated significantly lower than one (1) year’s student learning growth relative to academic peers in the grade or subject.

iii. The Evaluator shall meet with the Educator rated low to discuss the ISL Rating. The Evaluator shall meet with the Educator rated moderate or high to discuss the ISL Rating, if either the Educator or the Evaluator requests such a meeting.
D) **Intersection between the Summative Performance Rating and the ISL Rating**

i. An Educator’s Summative Performance Rating is a rating of Educator practice, and remains independent from the Educator’s ISL Rating, which is a rating of impact on student learning, growth, and achievement.

(a) 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 (4) Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:

i. Standard 1: Curriculum, Planning and Assessment

ii. Standard 2: Teaching All Students

iii. Standard 3: Family and Community Engagement

iv. Standard 4: Professional Culture

v. Attainment of Professional Practice Goal(s)

vi. Attainment of Student Learning Goal(s)

(a) Results from DDMs and the ISL Rating are used to inform the Educator’s Self-Assessment, to develop the professional practice goal or the student-learning goal, and the resulting Educator Plan.

(b) DDM results shall not be used, in whole or in part, in an Educator’s Summative Evaluation to lower the performance rating on any of the four (4) professional standards or on the overall performance rating.

(c) Neither the Educator’s professional practice goal, nor the student-learning goal, shall be expressed in numerical terms or in terms of any test score or growth score.

ii. Educators with PTS whose overall Summative Performance Rating is *exemplary*, and whose ISL Rating is *moderate or high*, shall be recognized as follows: (iv).

iii. Educators with PTS whose overall Summative Performance Rating is *proficient* and whose ISL Rating is *moderate or high* shall be recognized as follows: (iv).

iv. Educators with PTS whose overall Summative Performance Rating is *exemplary or proficient*, and whose ISL Rating is *moderate or high*, shall be placed on a two (2) year self-directed growth plan.

v. Educators with PTS whose overall Summative Performance Rating is *exemplary or moderate or high*, shall be placed on a two (2) year self-directed growth plan.
proficient, and whose ISL Rating is low, shall be placed on a one (1) year self-directed growth plan.

(a) In such cases, the Evaluator’s supervisor shall discuss and review the Summative Performance Rating with the Evaluator, and the supervisor shall confirm or revise the Educator’s rating. In cases where the Superintendent serves as the Evaluator, the Superintendent’s decision on the rating shall not be subject to such review, provided, however, that nothing herein shall preclude the educator from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.

(b) The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL Rating to seek to determine the cause of the discrepancy.

(c) The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.

vi. Evaluators shall use evidence of Educator performance and impact on student learning, growth, and achievement in the goal setting and Educator plan development processes, based on the Educator’s self-assessment and other sources that the Evaluator shares with the Educator.

i. The district shall implement DDMs and collect the first year of Student Impact Rating data during the 2015-2016 school year.

ii. The district shall implement DDMs and collect the second year of Student Impact Rating data during the 2016-2017 school year.

iii. Initial Student Impact Ratings shall be determined based on trends and patterns.

22. Timelines for One (1) Year Plans (Except for the First year of Implementation)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent and Principal meet with Evaluators and Educators to explain evaluation process</td>
<td>By September 15</td>
</tr>
<tr>
<td>Evaluator meets with first-year Educators to assist in self-assessment and goal setting process</td>
<td>October 1</td>
</tr>
<tr>
<td>Educator submits self-assessment and proposed goals</td>
<td>October 15</td>
</tr>
<tr>
<td>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)</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator signs Educator Plans</td>
<td>November 15</td>
</tr>
<tr>
<td>Evaluator should complete first observation of each Educator</td>
<td>November 15</td>
</tr>
<tr>
<td>Activity</td>
<td>Completed By:</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four (4) weeks before Formative Assessment Report date established by Evaluator</td>
<td>January 5*</td>
</tr>
<tr>
<td>Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one (1) year Educator Plans</td>
<td>February 1</td>
</tr>
<tr>
<td>Evaluator holds Formative Assessment Meetings, if requested by either Evaluator or Educator</td>
<td>February 15</td>
</tr>
<tr>
<td>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four (4) weeks prior to Summative Evaluation Report date established by Evaluator</td>
<td>March 1</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>April 15th</td>
</tr>
<tr>
<td>Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</td>
<td>May 1st</td>
</tr>
<tr>
<td>Evaluator meets with Educators whose ratings are Proficient or Exemplary at request of Evaluator or Educator</td>
<td>May 15th</td>
</tr>
<tr>
<td>Educator signs Summative Evaluation Report and adds response, if any within five (5) school days of receipt</td>
<td>June 1st</td>
</tr>
</tbody>
</table>

**Educators with PTS on Two (2) Year Plans**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent, and Principal meet with Evaluators and Educators to explain evaluation process</td>
<td>September 15</td>
</tr>
<tr>
<td>Evaluator meets with Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals</td>
<td>October 15th</td>
</tr>
<tr>
<td>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)</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator signs Educator Plans</td>
<td>November 15</td>
</tr>
<tr>
<td>Evaluator completes observation(s)</td>
<td>At least once during year one (1) and during the first half of year two (2) of the two (2) year cycle</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation for Year 2</td>
<td>May 15th</td>
</tr>
<tr>
<td>Evaluator completes Formative Evaluation Report for Year 1</td>
<td>June 1st</td>
</tr>
<tr>
<td>Evaluator conducts Formative/Summative Evaluation Meeting upon request of either Educator or Evaluator</td>
<td>June 1st of Year 2</td>
</tr>
<tr>
<td>Evaluator and Educator sign Summative Evaluation Report</td>
<td>by the last scheduled school day of Year 2</td>
</tr>
</tbody>
</table>
Educators on Improvement Plans
The timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan.


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

B. Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents, or other staff, unless there is a threat to their health or safety. 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 ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the Evaluation Standards and Procedures established in this Agreement.

D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of Unsatisfactory, the Educator may meet with the Evaluator’s Supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator’s Supervisor must meet with the Educator. The Evaluator may attend any such meeting, at the discretion of the Supervisor. If the issue is not resolved at this level, the Educator may request a meeting with the Superintendent, who shall provide for said meeting. The Evaluator and his/her Supervisor may also attend this meeting with the Superintendent and the Educator at the Superintendent’s discretion. The Educator shall have the right to have an Association representative present at this meeting.

E. A joint labor-management evaluation team shall review the evaluation processes and procedures annually and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.

F. Violations of this article are subject to the grievance and arbitration procedures.
Sick Leave Bank Repayment Agreement

I have applied for, or may apply for, Worker's Compensation. If my claim is successful, and Worker's Compensation makes payment for days I was granted by the Bank Committee, I hereby agree to cooperate with the School System to repay and make whole the Sick Leave Bank, through repayment to the District from any Worker's Compensation Settlement for the portion of the days that were retroactively compensated by Worker's Compensation, in order that those days and/or portions thereof are restored to the Bank.

___________________________________________
Applicant's Signature

___________________________________________
Date
APPENDIX I

Health Insurance Rates and Co-pays

Both Network Blue and PPO Options as follows:

Office Visit $10/$15/$20 (tiered)
Behavioral $10
Emergency Room $100
Preventative $0
IN WITNESS WHEREOF, the parties hereunto set their hands and seal this______ day of
______________, 20__ .

_________________________________      ____________________________________
Whitney Swanberg                      Colleen Coogan
RTA President                          School Committee Chairperson

_________________________________      ____________________________________
Jodi Goodhue                           Heather Nelson
RTA Negotiation Chairperson            School Committee Vice-Chairperson

_________________________________      ____________________________________
Robin Crocker                          Rebecca Sly
RTA Negotiation Member                 School Committee Member

_________________________________      ____________________________________
Stacey Twombly                         Mary Porter
RTA Negotiation Member                 School Committee Member

_________________________________      ____________________________________
AnnMarie Luster                        Nicole Altieri
RTA Negotiation Member                 School Committee Member

_________________________________
Amanda King
RTA Negotiation Member