

**AGREEMENT BETWEEN**

**THE SCHOOL COMMITTEE OF SOMERVILLE**

**AND**

**THE SOMERVILLE TEACHERS ASSOCIATION  
UNIT A**

**Effective September 1, 2015**

**Expiring August 31, 2018**

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## **PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Somerville, and that good morale within the teaching staff of Somerville is essential to achievement of that purpose, we, the undersigned parties to this Collective Bargaining Agreement ("Agreement"), declare that:

- A. Under the law of Massachusetts, the School Committee, elected by the citizens of Somerville, has final responsibility for establishing the educational policies of the public schools of Somerville;
- B. Under the Education Reform Act of 1993, the superintendent of schools has responsibility for managing the system, and for carrying out the policies so established;
- C. Under the Education Reform Act of 1993, the principals are the educational administrators and managers of their schools, and are responsible for supervising the operation and management of their schools and school property, subject to the supervision and direction of the superintendent and consistent with the policies of the School Committee;
- D. The teaching staff of the public schools of Somerville has responsibility for providing in the classroom of the schools education of the highest possible quality;
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the School Committee, the superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE I RECOGNITION**

- A. The School Committee of the City of Somerville (hereinafter sometimes referred to as the "School Committee") recognizes the Somerville Teachers Association (hereinafter sometimes referred to as the "Association") for the purpose of collective bargaining under M.G.L. Chapter 150E as the exclusive bargaining agent for all professional employees of the School Committee excluding the superintendent, the assistant superintendent of schools, administrators and substitute teachers. Said recognition is for the following unit of employees:

## Unit A

Classroom Teachers	School Adjustment Counselors
Guidance Counselors	Speech-Language Pathologists
Remedial Reading Teachers	Homebound Teachers
Educational Testers	Teachers of the Visually Impaired
Adaptive Physical Education Teachers	

- B. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplemental thereto, or by M.G.L. Chapter 150E, all of the rights, powers and authority held by the School Committee prior to the effective date of said Agreement are retained by the School Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, shall continue to be so applicable during the life of this Agreement.
- B. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. Except as otherwise expressly provided herein, during the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III GRIEVANCE PROCEDURE**

- A. **Definitions:**
1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement. The term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.
  2. An "aggrieved person" is the person or persons making the claim.

3. A "party-in-interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

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 persons covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment to state its views.

C. **Procedure:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event that a grievance is filed on or after June 1 which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. **Level One:**

A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through a representative of the Association, with the objective of resolving the matter informally.

2. **Level Two:**

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, he/she or the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Chairperson") may file the grievance in writing with the superintendent within ten (10) school days after receiving the Level One decision.

If no decision has been rendered within ten (10) school days after presentation of the grievance at Level One, the aggrieved person or the

PR&R Chairperson may file the grievance in writing with the superintendent within twenty (20) school days after presentation of the grievance at Level One.

- b. The superintendent and/or designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the superintendent, the superintendent and/or designee will meet with the aggrieved person in an effort to resolve it.
- c. If the aggrieved person or the PR&R Chairperson does not file a grievance in writing with the superintendent within thirty (30) school days after the person or the Association knew, or should have known, of the act or condition on which the grievance is based, then the grievance will be considered waived.

3. Level Three:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, s/he or the PR&R Chairperson may file the grievance in writing with the School Committee within ten (10) school days after receiving the Level Two decision.

If no decision has been rendered within ten (10) school days after the aggrieved person first has met with the superintendent, the person or the PR&R Chairperson may file the grievance in writing with the School Committee within twenty (20) school days after presentation of the grievance at Level Two.

- b. Within thirty (30) school days or two (2) regularly scheduled meetings after receiving the written grievance, the School Committee or its designee will meet with the aggrieved person for the purpose of resolving the grievance.

4. Level Four:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, the Association may submit the grievance to binding arbitration within ten (10) school days after receiving the Level Three decision.

If no decision has been rendered within ten (10) school days after the aggrieved person first has met with the School Committee, the Association may submit the grievance to binding arbitration within thirty (30) school days after the Level Three meeting.

- b. In the event that either party elects to submit a grievance to arbitration, the arbitrator is to be mutually selected by the School Committee and the Association. If the School Committee and the Association cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) school days thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provision of the Voluntary Labor Arbitration rules.
- c. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves meaning, interpretation or application of the express language of a specific provision of this Agreement. The arbitrator shall have no power to alter, add to, subtract or modify any provision of this Agreement.
- d. The parties are agreed that no restrictions are intended on the rights and powers of the School Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.
- e. In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement and that evidence of past practice, past or present policy, oral statements made during negotiations or at any time by either of the parties shall be inadmissible to prove the meaning of express language, and shall not be considered by the arbitrator.
- f. The arbitrator shall issue his/her written decision not later than twenty (20) days from the date of the close of the hearing or from the date that final statements and proofs are submitted to him/her. The decision of the arbitrator shall be submitted to the School Committee and to the Association and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the School Committee or the proper exercise of its judgment and discretion under law and this Agreement.
- g. The costs for the services of the arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

D. **Rights of Teachers to Representation:**

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party-in-interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party-in-interest may be represented at Levels One, Two and Three of the grievance procedure by a person of his/her own choosing, except that s/he may not be represented by a representative or an officer of any teacher organization other than the Association.

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association or the School Committee, but not individual teachers, may seek to have the Agreement arbitrated, interpreted, applied or enforced through litigation.

E. **Miscellaneous:**

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance will be commenced at Level Two.
2. Decisions rendered at Level One, Two or Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties-in-interest and to the chairperson of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section C, Paragraph 4, Part c.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**ARTICLE IV  
SALARIES AND OTHER COMPENSATIONS**

- A. **Scope of the Article:** The salary of each teacher in the Somerville school system shall be determined in accordance with the following provisions of this article.

**B. Salary Schedules:**

1. The salaries of all persons covered by this Agreement are set forth in Appendices A, B and C, which are appended hereto and made a part hereof.
2. If a new bargaining unit position is established, or if there are any substantial changes in the duties of any existing bargaining unit positions, the School Committee will negotiate with the Association regarding possible modification in salary for such positions.
3. The parties agree to establish a Joint Study Committee, comprise of three (3) representatives of the Association and three (3) representatives of the School Committee, to review, evaluate and make recommendations to their respective bargaining teams relative to stipendiary positions in Appendices B and C. The Joint Study Committee will submit its joint recommendations to the to the parties' respective bargaining teams for negotiations and ratification by January 30, 2016.

**C. Placement:**

1. Effective September 1, 2004, for purposes of the initial lane placement of teachers who are new to the school district (i.e., those who have not been employed previously for any period of time in the school district), the School Committee will accept graduate level courses that were satisfactorily completed by the teacher prior to his/her employment with the school district.
  - A. The initial salary of each teacher who has been employed as a teacher in another public school system in Massachusetts and is entering employment in the Somerville school system shall be consistent with the step and lane of the Basic Salary Schedule, which, with the exception of vocational teachers and those teachers described below, shall not exceed Step 11 of the Salary Schedule.
  - B. The initial salary of each teacher who has been employed as a teacher in a public school system outside of Massachusetts, in an approved private school, whether in or outside of Massachusetts, or a person who has prior educational experience, and is entering employment in the Somerville School system shall be consistent with the step and lane of the Basic Salary Schedule up to Step 5 of the Salary Schedule, but shall not exceed Step 5 without the written approval of the superintendent.
  - C. The initial salary of each entering teacher other than those described above shall be determined by the superintendent but shall not exceed Step 5.
2. Vocational and shop teachers with no degree shall be considered to have the equivalent of a bachelor's degree for salary schedule purposes because of the

required trade and technical training prior to being eligible for teacherships. Vocational and shop teachers with an earned bachelor's degree shall be paid on the master's schedule.

A teacher who severs his/her employment during the term of the Agreement and is reemployed during the term of the Agreement shall be placed on the appropriate level in relation to his/her last placement on the Salary Schedule, and will not be considered to be a new employee for purposes of this provision.

D. **Mode of Compensation:**

1. The School Committee shall provide a salary statement to be given to every teacher on the first payday in September. This shall include the status of the individual teacher's sick leave.
2. Teachers shall be paid in twenty-one (21) bi-weekly installments; however, the last payment in June will be due within five (5) days after the close of the payroll period, but in no event later than June 30, except that the School Committee may hold individual paychecks for adjustments when a teacher may be owing money. Paychecks will be placed in windowed envelopes.

E. **Increments:**

1. **Annual Increments:** The annual increment is granted from the minimum salary to the maximum salary within the applicable lane. To be eligible for an annual increment, (i) a bargaining unit member must have been on the payroll for at least one hundred twenty (120) work days during one (1) work year, and (ii) his/her most recent summative evaluation must have been no less than "needs improvement" and the bargaining unit member must not have been placed on an improvement plan. Compensation for fractional increments will not be paid.
2. **Horizontal Adjustments:**
  - a. If a master's or any other advanced degree or certification is received during the school year, and if the superintendent is presented with evidence of completion of the study required for the degree or certificate prior to February 1, a teacher shall be advanced to the new degree lane on the same step as of February 1. If evidence of completion of required study is submitted after February 1 of the school year, lane adjustment will be made as of September 1 of the next school year.
  - b. Effective August 31, 2015, a new lane shall be added to the salary schedule for bargaining unit members who have earned a Certificate of Advanced Graduate Studies (CAGS) or sixty (60) credits beyond a Master's degree. The new lane on each step shall be \$1,250 higher than

the Masters + 45 lane for the corresponding step in effect on September 1, 2015. Bargaining unit members shall advance to the new lane if they provide the superintendent with satisfactory evidence that they have earned a CAGS, or, since September 1, 2012, have earned sixty (60) credits beyond a Master's degree in preapproved courses, including in-service courses, workshops or seminars, provided that courses taken during the 2012-2013 work year will be counted for purposes of lane advancement if, prior to February 1, 2014, the superintendent is presented with satisfactory evidence of completion of such courses during the 2012-2013 work year and approves such courses in accordance with normal practice.

- c. Vocational and Shop teachers who do not have a Bachelor's degree but are placed on a step in the Bachelor's lane under Section C, Paragraph 2 of this article will be eligible to move to the Bachelor's+15 lane if they earn 15 credits in pre-approved college courses, workshops, seminars or in-service courses, and will be eligible to move to the Master's lane, if they earn a Bachelor's degree. Vocational and Shop teachers who have a Bachelor's degree and are placed on a step in the Master's lane under Section C, Paragraph 2 of this article will be eligible to move to the Master's+15 lane, if they earn 15 credits in pre-approved university courses, workshops, seminars or in-service courses, and will be eligible to move to the Master's+30 lane, if they earn a Master's degree.

F. **Other Compensations:**

- 1. **Summer Work:** All members of Unit A who are required to work a full day during the summer shall be paid 1/184<sup>th</sup> of the yearly salary per day. This provision shall not apply to personnel working on curriculum as set forth in Article VIII, **Textbooks and Curriculum**, Section B.
- 2. **Extra Instructional Duties:** For the life of this Agreement, compensation for the additional instructional duties listed below shall be as follows:
  - a. Evening School: \$25/hour
  - b. Curriculum Work: \$25/hour
  - c. Workshop Instruction: \$40/hour
- 3. **Lead Teachers and Mentor Teachers:**
  - a. Academic lead teachers: The basic stipend for lead teachers in each academic department shall be one thousand two hundred dollars (\$1,200) for the life of the Agreement. In each academic department having more than five (5) teachers, the lead teacher will receive an additional sixty dollars (\$60) per teacher beyond the five (5) teachers.

- b. Rules enforcement lead teachers: The stipend for lead teachers in this category shall be two thousand five hundred dollars (\$2,500) for the life of the Agreement.
  - c. Career vocational technical education (CVTE) lead teachers: The stipend for lead teachers in each CVTE Department shall be one thousand dollars (\$1,000) for the life of the Agreement, provided that, effective as of the 2013-2014 work year, the stipend for newly appointed CVTE lead teachers shall be five hundred dollars (\$500) if there are fewer than two (2) full-time teachers in the respective CVTE Department of the lead teacher.
  - d. All lead teachers remain subject to annual appointment, provided, that no teacher shall fill a lead teacher position for more than three (3) consecutive years.
  - e. Mentor teachers shall receive a stipend at the rate of \$1,300 for each mentoring appointment during the 2013-2014 work year, and \$1,500 for each mentoring appointment during each succeeding work year.
  - f. Mentor coordinators shall receive an annual stipend of \$1,500.
4. Extracurricular Duties. Teacher participation in certain extracurricular activities (i.e., activities taking place outside of the regular work day) will be strictly voluntary, and teachers will be compensated for participation in certain of these activities in accordance with the provisions of Appendix B of this Agreement.
  5. CVTE teachers will receive four hundred fifty dollars (\$450) above the teachers' schedule.
  6. School adjustment counselors will receive two hundred dollars (\$200) above the teachers' schedule.
  7. Instructional Leadership Team Members will be paid a stipend at the rate of \$1,600 per year.
  8. On days when teachers are required to work at more than two (2) school buildings, they shall be reimbursed at the rate of three hundred dollars (\$300) per year for the use of their automobiles. If a teacher does not travel every day, his/her reimbursement shall be pro-rated based on the number of days that s/he travels to more than two (2) school buildings.
  9. The rate for work performed by bargaining unit members outside of the regular work day or work year that is not compensable under another provision in the collective bargaining agreement will be \$25 per hour.

G. **Longevity Plan:**

1. a. Effective September 1, 2015, a bargaining unit member shall be entitled to an annual salary increase, over and above the applicable step of the Salary Schedule then in effect, at the beginning of the years of service as a bargaining unit member in the Somerville school system set forth below, in the following amounts:

12 <sup>th</sup> year of service:	\$1,000
15 <sup>th</sup> year of service:	\$1,350
20 <sup>th</sup> year of service:	\$1,650
25 <sup>th</sup> year of service:	\$2,000
30 <sup>th</sup> year of service:	\$3,350
35 <sup>th</sup> year of service:	\$3,600

- b. Effective September 1, 2016, all longevity increments will be increased by \$300, as follows:

12 <sup>th</sup> year of service:	\$1,300
15 <sup>th</sup> year of service:	\$1,650
20 <sup>th</sup> year of service:	\$1,950
25 <sup>th</sup> year of service:	\$2,300
30 <sup>th</sup> year of service:	\$3,650
35 <sup>th</sup> year of service:	\$3,900

- c. Effective September 1, 2017, all longevity increments will be increased by \$250, as follows:

12 <sup>th</sup> year of service:	\$1,550
15 <sup>th</sup> year of service:	\$1,900
20 <sup>th</sup> year of service:	\$2,200
25 <sup>th</sup> year of service:	\$2,550
30 <sup>th</sup> year of service:	\$3,900
35 <sup>th</sup> year of service:	\$4,150

2. A teacher must be on the payroll for at least one hundred twenty (120) work days during one (1) school year for that year to count for purposes of longevity.
3. Effective September 1, 2011, a teacher who has received supplemental longevity and still is employed by the Somerville school district will be made eligible again to receive regular longevity at the start of the third (3<sup>rd</sup>) school year following the last school year in which the teacher received supplemental longevity.

H. **Other Adjustments:**

1. If a salary increase is to become effective as of the beginning of a school year, a teacher who has given written notice of retirement as of October 1 of the school year of his/her retirement shall receive said increase as of the January immediately preceding the effective date of said salary increase, payable in a lump sum at the time of retirement, provided that the teacher is fifty-five (55) years old and has thirty (30) years of service, and provided further that the teacher severs his/her employment no earlier than June 30 of the school year of his/her retirement and no later than August 31 immediately thereafter.
2. The per diem of all salaries shall be 1/184<sup>th</sup> of the annual salary for that position.

**ARTICLE V  
TEACHING HOURS AND TEACHING LOAD**

A. **Work Year:**

1. a. **Classroom Teachers:** The work year of teachers (other than new teachers who may be required to attend professional development activities as early as two days prior to the Wednesday before Labor Day. These professional development days will not be considered to be part of the 184-day work year for such members) will begin no earlier than September 1 and terminate no later than the following June 30, but the actual work year for teachers will, in no event, be longer than one hundred and eighty-four (184) days. The "actual work year" will include days when students are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. It is expressly understood that days on which teacher attendance is not required because of inclement weather will not be included in computing the actual work year of teachers.
- b. Effective at the start of the 2015-2016 work year –
  - i. Teachers will report to work for four (4) hours during the period from August 15 through the Tuesday prior to Labor Day to prepare for the start of the new school year. Teachers will have discretion with respect to the scheduling of such hours, which may be scheduled over more than one (1) day, but must be scheduled outside of required work hours. Teachers will provide their principals with a record of the dates and times worked.
  - ii. Teachers will work for an additional two (2) hours, outside of required work hours, during the period from the last day of school

for students through one week following that day, to complete end-of-year tasks.

- c. Effective at the start of the 2016-2017 work year –
  - i. Teachers will report to work for four (4) hours during the period from August 15 through the Tuesday prior to Labor Day to prepare for the start of the new school year. Teachers will have discretion with respect to the scheduling of such hours, which may be scheduled over more than one (1) day, but must be scheduled outside of required work hours. For example, a teacher may schedule two (2) hours on each of the (2) professional development days (described below), or at such other time as the teacher elects prior to start of the school year for students. Teachers will provide their principals with a record of the dates and times worked.
  - ii. Teachers will report for two (2) full days of professional development activities on the Monday and Tuesday prior to Labor Day.
  - iii. Teachers will have a half-day of teaching on the Wednesday prior to Labor Day, and will begin full days of teaching as of the Thursday prior to Labor Day, provided that the Friday prior to Labor Day will not be a work day for teachers.
  - iv. The Friday prior to the Columbus Day holiday will be a full day of teaching for teachers.
  - v. Teachers will work for an additional two (2) hours, outside of required work hours, during the period from the last day of school for students through one week following that day, to complete end-of-year tasks.

2. Guidance Counselors:

- a. For the purpose of this article, "high school guidance counselors" includes the vocational counselor, the career counselor and the counselor educator.
- b. High school guidance counselors shall be required to work the five (5) work days immediately preceding the beginning of the regular teacher work year, provided that counselor educators in the elementary schools shall work the two (2) work days, and shall be required to work up to three (3) additional days if directed to do so by the principal, immediately preceding the beginning of the teacher work year.

- c. Each high school guidance counselor shall work four (4) days between the close of school in June and July 30, provided that counselor educators in the elementary school shall work two (2) days, and shall be required to work up to two (2) additional days if directed to do so by the principal, between the close of school in June and July 30. The headmaster or principal will determine the schedule of work days following the close of the school year in consultation with the high school guidance counselors and counselor educators. Each high school guidance counselor/counselor educator shall be paid in accordance with the provisions of Article IV, Salaries and Other Compensations, Section F, Other Compensations, Paragraph 1 for all additional full days (6½ hours) worked. With the approval of the headmaster or principal, a guidance counselor/counselor educator may schedule a full day's work (6½ hours) over more than one day.
  - d. High school guidance counselors shall be required to work for three (3) additional days during the summer vacation period, beyond those provided for in paragraphs b and c above, to prepare student schedules. Each such high school guidance counselor shall be paid in accordance with the provisions of Article IV, Salaries and Other Compensations, Section F, Other Compensations, Paragraph 1 for the additional full days (6½ hours) worked. With the written approval of the headmaster, a guidance counselor may schedule a full day's work (6½ hours) over more than one day.
3. Special Education Team Facilitators: Each special education team facilitator shall be required to work up to a maximum of five (5) days immediately following the week in which school closes for staff in June. Each special education team facilitator shall be paid in accordance with the provisions of Article IV, Salaries and Other Compensations, at his/her per diem rate of pay for these five (5) days. Additionally, a special education team facilitator may be required to work more than the required five (5) days referred to in the preceding sentence, and this work shall be paid at his/her per diem rate of pay. These additional days shall not exceed five (5) and shall be scheduled before the end of the 180-day school year by mutual agreement of the special education team facilitator and the special education director (or designee), with the approval of the superintendent. Ordinarily, one (1) of these additional days shall be scheduled during the week immediately preceding the start of the new work year for classroom teachers.

B. **Work Day:**

1. School Hours: The starting and dismissal times for students will be established by the School Committee, provided, however, that the present length of the teacher's work day will not be increased without mutual agreement unless required by statute or directive from the State Board of Education.

2. Classroom Teachers: The work day for bargaining unit members in the elementary schools, the Capuano Early Childhood Center and the Next Wave Alternative Junior High School/Full Circle Alternative High School will be as follows:

a. In the elementary schools:

8:00 a.m.: Members arrive

8:10 a.m.: Students arrive, and homeroom period/morning activities begin. During this time, students will get settled, attendance will be taken, the pledge of allegiance will be said, morning announcements will be made and other housekeeping activities will take place.

8:25 a.m.: Student instruction begins

2:35 p.m.: Student instruction ends

2:45 p.m.: Members' work day ends

Travel time for special subject teachers who are assigned to more than one building will be thirty (30) minutes.

The School Committee will determine the time by which students must arrive at school or be marked tardy, which time will be applied consistently throughout the elementary schools and the Capuano Kindergarten classes.

b. In the Capuano:

i. Kindergarten:

8:00 a.m.: Members arrive

8:10 a.m.: Students arrive, and homeroom period/morning activities begin. During this time, students will get settled, attendance will be taken, the pledge of allegiance will be said, morning announcements will be made and other housekeeping activities will take place.

8:25 a.m.: Student instruction begins

2:35 p.m.: Student instruction ends

2:45 p.m.: Members' work day ends

ii. Early Childhood Intervention Program:

8:00 a.m.: Members arrive

8:30 a.m.: Students arrive and student instruction begins

1:45 p.m.: Student instruction ends

2:45 p.m.: Members' work day ends

iii. SMILE Program:

- 8:00 a.m.: Members arrive
- 8:15 a.m.: Students arrive and student supervision begins
- 8:45 a.m.: Student instruction in classroom begins
- 1:45 p.m.: Student instruction ends
- 2:45 p.m.: Members' work day ends

Dismissal of ECIP and SMILE students on half-days will be at 11:30 a.m.

c. In Next Wave/Full Circle:

- 7:45 a.m.: Members arrive
- 8:00 a.m.: Full Circle students arrive, and homeroom period/morning activities/student instruction begin.
- 8:20 a.m.: Next Wave students arrive, and homeroom period/morning activities/student instruction begins.
- 2:30 p.m.: Student instruction ends
- 2:45 p.m.: Members' work day ends

3. Guidance Counselors: The regular work day for high school guidance counselors shall commence fifteen (15) minutes prior to student arrival time. From Monday through Thursday, it shall conclude forty-five (45) minutes after student dismissal time. On Fridays and before holidays, it shall conclude fifteen (15) minutes after student dismissal time.
4. Non-Classroom Teachers: Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' work day. It is recognized, however, that the proper performance of their duties may require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
5. Upon agreement by the School Committee and the Association, a principal may schedule a bargaining unit member (other than a classroom teacher) to begin his/her workday either earlier or later than the workday described above, provided that there will be no increase in the length of the workday.

C. **Extended Days**:

1. Elementary school teachers may be required to remain after the student dismissal time, without additional compensation, for up to a total of twenty-two and one-half (22.5) hours each school year to attend teacher meetings, curriculum study, workshops, or other constructive educational projects which shall hereinafter be held after regular school hours.

2. Secondary school teachers may be required to be available for thirty (30) minutes one (1) day per week, either before the student starting time or after the student dismissal time to assist students with their studies, and, additionally, secondary school teachers may be required to be available for thirty (30) minutes one (1) day per week after the student dismissal time to attend departmental meetings. Each teacher shall provide the principal with a copy of his/her schedule of days and times when they are available for student assistance, and any changes to such schedule.
3. Effective August 31, 2006, elementary and secondary school teachers may be required to attend four (4) parent/teacher conference meetings, which will include an open house, during the school year. After consultation with the faculty, the principal may decide to hold up to two (2) of the last three (3) meetings in the afternoon.

**D. Early-Release Days/Preparation Time:**

1. Kindergarten students will be dismissed after registration on the first day of school. Kindergarten teachers will keep regular school hours.
2. a. All unit members in elementary school buildings shall be released at 12:00 noon on thirteen (13) Wednesdays during the school year, exclusive of the Wednesday before Thanksgiving. The School Committee, upon the recommendation of the superintendent after s/he has consulted with the Association president, will determine annually, ordinarily during the process of developing the school calendar, which two (2) early release days will be eliminated during the school year from the following list, provided that there shall be at least one (1) early release day during each month between September and the following June.

September:	Two (2) early release days (one of which will be on the first day of school for students)
October:	Two (2) early release days
November:	One (1) early release day
December:	One (1) early release day
January:	Two (2) early release days
February:	One (1) early release day
March:	Two (2) early release days
April:	One (1) early release day
May:	Two (2) early release days
June:	One (1) early release day

All teachers will be required to remain for the normal school hours on the above mentioned days. Utilization of this time for the express purpose of

teacher preparation, parental conferences and individual student help is at the teacher's discretion.

- b. As of the 2008-2009 work year, the following preparation time shall be guaranteed:
  - i. All unit members in the elementary organization (classroom, bilingual, special education, etc.) will be guaranteed one forty (40) minute preparation period for each full day of school. Every effort will be made to provide such preparation periods one (1) per day.
  - ii. All unit members with split elementary/secondary schedules will be guaranteed one forty-minute (40) preparation period for each full day of school. Every effort will be made to provide such preparation periods one (1) per day.
  - iii. All unit members assigned to the special education central office or the bilingual department central office will be guaranteed one forty-minute (40) preparation period for each full day of school. Every effort will be made to provide such preparation periods one (1) per day.
- 3. All secondary school teachers will be guaranteed five (5) preparation periods per week, one (1) each day.
- 4. Elementary special subject teachers (K-8) in art, music, physical education, practical arts, exploratory foreign language and library shall be assigned six (6) forty (40) minute special subject periods per full day system-wide. Other professional responsibilities may be assigned by the principal with the approval of the superintendent.

E. **Duty-Free Lunch**: All teachers will have a duty-free lunch period of no less than thirty (30) minutes.

F. **Teaching Load**:

- 1. a. Secondary school teachers (grades 9-12) shall not be required to teach in more than two (2) subject areas at any one time. A subject area shall be defined as a seniority category as listed in Article IX, Teacher Employment, Section B, Reduction in Force, Paragraph 5, Part a.
- b. Secondary school teachers will not be required to teach more than a total of three (3) teaching preparations per day within said two (2) subject areas, except as provided in Paragraph 1, Part c of this Section F.

- c. Secondary school teachers in foreign language, bilingual (but not English-as-a-Second-Language), art and music may be required to teach more than three (3) teaching preparations per day for the purpose of preserving an academic program or course offering. Such teacher shall be relieved of all administrative duties and shall be scheduled for two (2) preparation periods per day. In no case shall such teacher be required to teach more than five (5) teaching preparations within two (2) subject areas.
  2. Both parties recognize the desirability of requiring seventh and eighth-grade teachers, other than special subject teachers, to teach not more than five (5) teaching periods per day in not more than two (2) major disciplines (reading, science, English, math, social studies).
  3.
    - a. The School Department will use its best efforts to insure the equitable distribution of student-teacher load among secondary teachers in each department.
    - b. The schedule for Somerville High School will be revised in accordance with the schedule recommended by the Joint Study Committee on the high school schedule in the February 2013 report entitled "Proposed Somerville High School Schedule," except that the schedule will be modified to provide for two (2) non-teaching duty periods per week, with the third non-teaching duty period to be converted to additional preparation time for bargaining unit members. The schedule recommended by the Joint Study Committee is attached hereto as Appendix E and incorporated herein. The parties reserve their rights under G.L. c. 150E with regard to any changes to the schedule affecting the terms or conditions of employment of bargaining unit members. The parties further agree that the Joint Study Committee will monitor and review the implementation of the new schedule during the 2013-2014 work year and will make further recommendations to the parties, if the Joint Study Committee determines that any changes are necessary or desirable, and the parties will negotiate over such changes in accordance with G.L. c. 150E.
- G. Exceptions to the provisions of Section E and Section F, Paragraph 1 above may be made only if it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- H. **Clusters:**
  1. **Cluster Leaders:**
    - a. One (1) bargaining unit member in each cluster will serve as a cluster leader. In addition to teaching, the cluster leader will be responsible for

preparing cluster reports; functioning as a resource person for members of the cluster; informing members of the cluster of relevant conferences and events; serving as a curriculum liaison between the cluster and the principal and administration; serving as a liaison between the cluster members and the principal and administration on other issues of concern to clusters; and meeting with the principal and administration from time to time to discuss issues of concern.

- b. The principal will select cluster leaders for the following school year annually, normally in June, but in any event by no later than the first work day for teachers in September, after having received recommendations from members of each cluster. No teacher will be selected to serve as a cluster leader for more than two (2) consecutive years, unless no other member of the cluster applies for the job. Each cluster leader will be paid an annual stipend of one thousand two hundred dollars (\$1,200).

2. Cluster Instructional Blocks: With the approval of the principal, which approval shall not be unreasonably withheld, bargaining unit members who are assigned to clusters, under the leadership of cluster leaders, may modify their blocks of instructional time, from time to time, as the members collectively see fit (i.e., for purposes of team teaching, combining classes, etc.).

3. Cluster Planning Periods: Every effort will be made to provide bargaining unit members who are assigned to clusters with three (3) periods out of the seven (7) day rotated schedule to meet as a group for the purpose of interdisciplinary planning to implement curriculum objectives; assessing students' needs and performance; speaking and meeting with parents and counselors; and performing such other work as the members of the cluster or the administration deems necessary. This cluster period is in addition to the preparation periods that are provided to members under Section D, Early-Release Days/Preparation Time, Paragraph 3 of this article, and will not be used to write new curriculum.

I. Instructional Leadership Team Members: The role of the Instructional Leadership Team (ILT) member is to work under the school principal's direction to help identify and implement a school-wide instructional focus and to provide classroom-level support for school improvement efforts.

1. Within this general goal, members of the ILT will have the following specific responsibilities:
  - a. Work with school administration and other team members to determine school improvement needs at the school (professional development, student support, etc.).

- b. Work together to identify and implement a school wide instructional focus and to monitor progress on the plan.
  - c. Support professional development efforts at the school.
  - d. Facilitate small group work at teacher team and grade-level meetings during contractual professional development time.
  - e. Represent school and grade level colleagues at the ILT meetings.
  - f. Work collaboratively to ensure high quality professional development and collaboration time across grade levels and departments.
  - g. Learn (through formal training, self-study, reflection, discussion and dialogue) about the improvement process and what works to make good schools better.
  - h. Work with the school principal and other ILT members to support a positive culture at the school.
2. The ILT member will be given five (5) early release days during the 180-day school year, and will be required to make a time commitment of one (1) additional hour a week for forty (40) weeks, plus eight (8) additional hours to be scheduled at a mutually agreeable time. The principal may bundle the hours based on the team preference at the school.

J. **Lesson Plans**: Each bargaining unit member who has not acquired Professional Teacher Status will be required to demonstrate to their principal on a weekly basis, in writing, on a form to be developed by the superintendent after consultation with the Association president, that the member's daily instruction is consistent with the state curriculum frameworks and the school district's curriculum guide.

K. **Home/School Communications**: Teachers may utilize a range of options for communicating with the parents/ guardians of their students, including many of the forms of home/school communication that they are currently using, such as Blackboard Engage or another similar home/school communications platform.

At the beginning of the school year, all teachers of students in grades Pre-Kindergarten through 8 will have contact with the parents/guardians of their students to introduce themselves to the families. Contact may be in person, by telephone, in writing or electronically, at the teacher's discretion.

By the end of the second week of a course, teachers of students in grades 9 through 12 will provide parents/guardians and students with the course syllabus and grading rubric.

- L. **Joint Study Committee on Technology**: The parties agree to establish a Joint Study Committee, consisting of four (4) representatives of the Association and four (4) representatives of the School Committee to make a joint recommendation to the School Committee concerning the use of technology by bargaining unit members to support the learning process by communicating with students and parents/guardians on the school district websites or through other forms of electronic communication regarding such matters as course outlines, homework expectations, on-going assignments and deadlines, class notes and special events. The Joint Study Committee will complete its work prior to January 15, 2014 and will submit its joint recommendations to the parties' respective bargaining teams for negotiations and ratification by March 1, 2014. In the event that the parties do not reach agreement, or the agreement is not ratified, no changes to the use of technology will be mandated.

## ARTICLE VI HOLIDAYS AND VACATIONS

- A. The following shall be the holidays and vacations granted to all the schools:

1. **Holidays**: Columbus Day; Veterans' Day; Thanksgiving Day, together with the afternoon preceding and the Friday following it; Christmas Day; New Year's Day; Martin Luther King Jr.'s Birthday; Presidents' Day; Good Friday; Patriots' Day; and Memorial Day.

Whenever any holiday falls on Sunday, the schools shall be closed on the following day.

2. **Vacations**: The period from and including December 24 through January 1; the week in which Presidents' Day is celebrated; the week in which Patriots' Day is celebrated; from the close of the school year to the time fixed for its beginning.
3. **Joint Study Committee on Religious Holidays**. The parties agree to establish a Joint Study Committee, consisting of four (4) representatives of the Association and four (4) representatives of the School Committee to make a joint recommendation to the School Committee concerning religious holidays and the school calendar. The Joint Study Committee will have the authority to solicit input from members of the public, including local religious leaders and parents, in considering such issues as the need to respect religious diversity in the schools and the community in an equitable manner, and the financial impact on the schools and families of providing paid or unpaid time off or closing the schools to allow for the observance of religious holidays. The Joint Study Committee will complete its work prior to December 1, 2013 and will submit its joint recommendations to the to the parties' respective bargaining teams for negotiations and ratification by January 30, 2014. In the event that the parties do not reach agreement, or the agreement is not ratified, no changes to religious holidays will be made.

**ARTICLE VII  
CLASS SIZE**

- A. To the extent possible within existing facilities, the maximum number of students per class shall be as follows:

Kindergarten (One Teacher)	30	Special Class	18
Grades 1-6	30	Bilingual	20
Grades 7-9	30	Physical Education	30
Grade 10	32	Vocational	20
Grades 11 and 12	30	Secondary Corrective Reading	15

- B. The foregoing standards are subject to modification for educational purposes such as the avoidance of split grade classes, team teaching, special instruction (e.g., music, driving, typing) and/or experimental programs.
- C. Upon request, the Association will be furnished with the principal's forecast on or before June 15, and be given an opportunity to discuss the projected class sizes with the superintendent or his/her designee.
- D. The School Committee agrees that if the maximum class size set forth in Section A above is exceeded at the elementary level by four (4), a cooperating teacher will be assigned if requested.

**ARTICLE VIII  
TEXTBOOKS AND CURRICULUM**

- A. Teachers will notify principals/department heads in writing at the start of each semester of any books, materials, supplies or furniture that they believe they need to perform their expected duties. They also will notify principals/department heads of any surplus books, materials, supplies and furniture in their rooms.
- B. Teachers will take part in curriculum revision when assigned during regular work hours and during required after-school hours, pursuant to Article V, Teaching Hours and Teaching Load. Those teachers who, upon recommendation of the department head and/or other immediate supervisor, and with approval of the superintendent, volunteer to work on curriculum revision during non-school hours, shall be compensated at the applicable hourly rate under Article IV, Salaries and Other Compensations, Section F, Other Compensations, Paragraph 2 or, at the teacher's option, shall be credited with one (1) hour of in-service credit for each twelve (12) hours of work. Twelve (12) hours of curriculum work equals one (1) in-service credit.
- C. Every effort will be made to limit class interruptions.

- D. Except in emergency situations or for educationally sound reasons, pupils will not be taken from class.

**ARTICLE IX  
TEACHER EMPLOYMENT**

- A. **Eligibility and Selection Requirements:** The School Committee's Rules, including its Affirmative Action Policy, shall govern the eligibility and selection of applicants for hire, subject to the following:

1. Except as provided for in Article IV, Salaries and Other Compensation, Section C, Placement, no teacher shall be hired at a salary that is higher than that received by any other teacher with comparable training and experience.
2. Teachers shall not be assigned to teach grade levels, subjects or areas other than those for which they are licensed or have been granted a waiver. The decision whether to seek a waiver for a bargaining unit member shall be within the sole discretion of the superintendent.
3.
  - a. Upon assignment of all teachers new to the system, such teachers will be immediately notified of the availability of texts, curriculum guides, and tentative schedules.
  - b. Before school opens, all new teachers will have been given a general orientation session in the areas of rules and regulations of the school system, building procedures, and subject matter. These matters shall be handled at the appropriate levels.
  - c. Further orientation at the secondary level shall be handled at departmental meetings within the building. At the elementary level, it will be handled at the meetings called by the appropriate supervisor.

- B. **Reduction in Force:** If a reduction-in-force becomes necessary, members of the unit shall be laid off in the following manner:

1. Whenever possible, attrition will be utilized before layoffs.
2. Pursuant to M.G.L. Chapter 71, Section 42, as amended by the Education Reform Act of 1993, no teacher with professional teacher status shall be laid off pursuant to a reduction-in-force or reorganization if there is a teacher without such status for whose position the covered employee is licensed.
3. Layoffs shall be accomplished by seniority in the Somerville Public Schools, those employees with less seniority being laid off before employees with more seniority, within their seniority category.

4. Seniority shall be defined as the total number of years and days of continuous service (including paid leaves of absence) as a teacher in the Somerville Public Schools. Leaves of absence without pay shall not be included in the computation of total number of years and days. However, said unpaid leaves shall not be considered a break in service. When all employees tied in seniority appear on a hiring list, such hiring list shall be used as the tie-breaker. When one or more employees tied for seniority do not appear on a hiring list, ties shall be broken in order by:
  - a. the number of degrees attained;
  - b. the number of credits earned;
  - c. the number of teacher licenses held;
  - d. lottery.

As soon as practical after the signing of the memorandum of agreement, the School Department shall publish an updated seniority list. If an employee fails to grieve placement on such list within twenty (20) school days after publication of the updated list, such grievance shall be deemed to have been waived.

5. a. Said seniority in the Somerville Public Schools shall be accrued within seniority categories as follows:

**Seniority Categories**

1. Elementary K – 8

**Secondary Subjects (9-12)**

2. English
3. Mathematics
4. Social Studies
5. Business Subjects
6. French
7. Spanish
8. Italian
9. Latin
10. Portuguese
11. Science
12. Painting and Decorating
13. Cosmetology
14. Drafting
15. Carpentry
16. Health Assistants
17. Automotive Mechanics
18. Auto Body

19. Graphic Arts
20. Electronics
21. Electrical
22. Machine Shop
23. Metal Fabrication/Welding
24. Culinary Arts
25. Heating/Ventilation/Air Conditioning

**Special Subject Teachers (K-12)**

26. Art
27. Music
28. Physical Education
29. Reading
30. Library
31. Guidance
32. Industrial Arts/Technology Education
33. Home Economics
34. Special Education Teachers
35. School Adjustment Counselors
36. Instructional Technology Specialist
37. Tester

**Special Subject Teachers (K-8)**

38. Sheltered English Immersion Program
39. English Language Learner
40. Redirect

**Special Subject Teachers (9-12)**

41. Sheltered English Immersion Program
42. English Language Learner
43. Redirect

**Alternative Teachers (7-12)**

44. Next Wave/Full Circle

- b. Elementary language teachers shall continue to be included in the seniority category for their language as listed under Secondary Subjects (9-12).
- c. During the life of this Agreement, the School Committee may create a new position which is intended to be experimental for not more than two (2) years. An employee who is assigned to such position shall retain

seniority within his/her seniority category immediately prior to such assignment and shall retain a right of return to his/her former position as if on leave of absence for not more than one (1) year.

If, during this Agreement, the School Committee creates a new, permanent bargaining unit position not assigned to any seniority category, or if an experimental position has been in the organization for two (2) years, placement of such position in an existing or new seniority category shall be a subject of impact bargaining between the parties.

6. Employees will be placed in that seniority category in which they are teaching during the current school year, and seniority will be based on total number of years and days of continuous service in the Somerville Public Schools.
7. An employee who taught in more than one of the above-mentioned seniority categories during the current school year shall be placed in that disciplinary category in which s/he taught more than fifty (50) percent of his/her time during the current school year.
8.
  - a. The superintendent will compile a seniority list and provide a copy to the Association president by December 1 of each contract year.
  - b.
    - i. Any teacher who believes that his/her seniority data is incorrect may file a challenge with the superintendent and the Association president by no later than January 1 of the same contract year. Such challenge must be in writing and must include an explanation for the basis of the challenge and any documentation or evidence within the teacher's possession, custody or control that supports the teacher's claim relative to his/her seniority. Any challenge that does not include such explanation and documentation or evidence will be deemed incomplete.
    - ii. The seniority data for any teacher who does not file a completed challenge by January 1 will be deemed to be correct for all purposes for that contract year.
    - iii. If necessary, the superintendent and/or his/her designee shall meet with the teacher who has filed a timely, completed challenge. The superintendent will provide a written response to such challenge to the teacher and the Association president by no later than January 25 of the same contract year.
    - iv. If the superintendent's response is not accepted by the teacher, the Association may file for expedited arbitration within five (5) school days of the receipt of the superintendent's response.

- v. In no event shall this expedited procedure extend beyond March 1 of the contract year.
  - vi. A teacher may challenge his/her seniority data in any subsequent contract year if s/he fails to file a timely, completed challenge in a previous contract year or if his/her seniority data changes.
9. An employee who faces layoff from his/her position shall be eligible to transfer into another seniority category if s/he is licensed to teach in that category. If there are no vacancies to which such employee is eligible to transfer, s/he shall be entitled to bump the least senior employee in all seniority categories, provided the more senior employee is licensed to teach in that category.
10. Employees shall be recalled in inverse order of their layoff to their disciplines. The recall period for a laid-off teacher shall extend for two (2) full school years. Said period shall begin with the commencement of the school year immediately following the last school year in which the employee taught before being laid off. Recall rights terminate if a teacher refuses a full-time full-year recall offer in an area in which s/he is licensed. A full-time employee facing layoff who transfers or bumps into a regular part-time position shall be considered to have been laid off from his/her full-time position and shall retain recall rights under Section B, Reduction in Force, Paragraph 11 of this article while working in the regular part-time position.
11. If a position becomes vacant, the superintendent will notify laid-off employees by certified mail. The laid-off employee shall be responsible for replying to such registered mail no later than two (2) weeks after his/her receipt of same. The laid-off employee will be responsible for notifying the superintendent, in writing, of any change in his/her mailing address. The School Committee will not be responsible if a laid-off employee does not receive a notice of position opening if such non-receipt is due to the employee's failure to notify the superintendent of a change in mailing address. If an employee elects to be placed on the recall list, s/he shall sign a waiver of his/her right to a hearing under M.G.L. Chapter 71, Section 42. If the waiver is signed, the employee, if recalled, shall retain all contractual rights and tenure status that s/he had immediately prior to the effective date of layoff. Employees on the recall list shall remain on the group health insurance plan, provided said employees pay one hundred (100) percent of the premium cost. If an individual does not elect to sign a written waiver, s/he will not be placed on the recall list and will be dismissed.

**ARTICLE X  
TEACHER ASSIGNMENT AND TRANSFER**

**A. Definitions:**

1. Assignments shall be defined as courses and/or grade level(s) taught.
2. Reassignment is defined as:
  - a. Secondary Teachers and Special Subject Teachers: Any change in assignment within the same discipline within the same building.
  - b. Elementary Teachers and Special Education Teachers: Any change in assignment within the same building. Voluntary reassignment shall be defined as a reassignment that a teacher actively seeks. Involuntary reassignment shall be defined as a reassignment that a teacher does not actively seek, such as a reassignment triggered by a job closeout.
  - c. The Association will cooperate with the School Department whenever during a school year, in an effort to equalize caseloads, it may become necessary to reassign speech/language pathologists, school adjustment counselors, facilitators (special education teachers on assignment), adaptive physical education teachers or teachers of the visually impaired outside their building.
3. Transfer shall be defined as any change to another discipline and/or building.
4. Involuntary transfer shall be defined as a change resulting from a school closing; grade closeout, which is not handled by a reassignment within the building; decline in enrollment; or some other planned restructuring by the School Committee.
  - a. The involuntarily transferred teacher shall be the least senior teacher in the elementary grade or in the discipline from which the involuntary transfer is taking place, unless a more senior teacher opts to take the involuntary transfer.
  - b. Teachers involuntarily transferred during the school year, prior to October 15, shall be placed immediately in the school or discipline where a vacancy exists.
  - c. If prior to the commencement of a school year a class or program is moved from one building to another, the teacher shall have the option of going with his/her class or going into the involuntary transfer pool.

5. Voluntary transfer shall be defined as a transfer that a teacher actively seeks. Teachers who are unlicensed and employed under a waiver from the Massachusetts Department of Elementary and Secondary Education are not eligible to apply for voluntary transfers. See Article XXXV, Employees on Waivers and in Temporary Positions, Section A, Paragraph 3.
6. Seniority is the same as defined under Article IX, Teacher Employment, Section B, Reduction in Force, Paragraph 4.

B. **Assignment, Reassignment and Transfer Procedures:**

1. The School Committee reserves the right to determine whether any vacancy exists and to recruit and hire at any time, provided that new hires shall not be assigned to specific vacancies until the procedures set forth below have been completed.
2. All vacancies that the School Committee intends to fill on a permanent basis will be posted electronically on the school district's website or intranet. Such posting may occur any time after the vacancy has been identified and shall remain open until at least May 1, provided that the School Committee may fill such vacancies that occur after the start of the work year following a reasonable posting period.
3. Any bargaining unit member desiring a reassignment within his/her school or a voluntary transfer shall notify his/her principal or headmaster in writing before April 1 or as soon as practicable after s/he knows or should have known of the vacancy. All requests will be acknowledged in writing. Requests must be renewed annually.
4. By no later than May 1, the superintendent/designee and the Association president/designee shall meet and identify the vacancies to be filled at that time. Subject to Paragraphs 6 and 7 below, bargaining unit members then shall select positions in order of seniority, beginning with the most senior member, in the meeting or by conference call with the member, superintendent/designee and Association president/designee, in the following order:
  - a. Involuntary reassignments
  - b. Involuntary transfers
  - c. Voluntary reassignments
  - d. Bargaining unit members returning from unpaid leave
  - e. Voluntary transfers
  - f. Voluntary transfers to positions vacated by members transferring under Paragraph 4(e) above

In the event of a job closeout, the least senior teacher in the elementary grade or in the discipline in which the closeout is taking place will be involuntarily transferred or involuntarily reassigned, unless a more senior teacher opts to take

the involuntary transfer or involuntary reassignment. If a more senior teacher opts to take the involuntary transfer or involuntary reassignment, s/he will select a position after the involuntary transfers and involuntary reassignments have been completed, regardless of the senior teacher's seniority. In the event that more than one senior teacher in the district opts for an involuntary transfer or involuntary reassignment, then seniority will determine the order in which those teachers select a position after the involuntary transfers and involuntary reassignments have been completed.

5. a. Subject assignments to secondary teachers within a discipline, whenever made, shall be at the discretion of the principal or department head.
- b. Changes in grade assignments in elementary schools will be voluntary. A teacher may elect to be reassigned to a vacancy in the seventh (7<sup>th</sup>) or eighth (8<sup>th</sup>) grade in the building provided that the teacher is licensed and highly qualified for this assignment and the reassignment is approved by the principal.
6. A bargaining unit member who applies for a voluntary reassignment in accordance with Paragraph 3 above will be granted such reassignment only if s/he has acquired Professional Teacher Status, has been employed in a bargaining unit position in the Somerville Public Schools for at least five (5) full work years, and has served in his/her position for at least two (2) full work years.
7. Voluntary transfers are subject to the mutual consent of the bargaining unit member, the principal in whose building the vacancy exists and the superintendent.
8. After the process described in Paragraph 4 above has been completed, there will be no reassignments or transfers, except under the provisions of Paragraphs 9 and 10 below.
9. Vacancies that remain unfilled following the meeting referred to in Paragraph 4 above, together with vacancies arising following the meeting by reason of termination of employment for any reason prior to the second Friday in August, shall be filled as follows:

Any bargaining unit member may volunteer to be reassigned or transferred to such unfilled vacancy between the second Tuesday in June and the second Friday in August. Such reassignment or transfer is subject to the provisions of Paragraph 6 or 7 above, as applicable. Vacancies created by the reassignment or transfer of members under this provision are not subject to further reassignment or transfer, except as provided in Paragraph 10 below.

10. Vacancies that remain unfilled as of the second Friday in August may be filled by involuntary transfer or involuntary reassignment of the least senior teacher in the discipline or the building, who is qualified for the vacancy, or with a new hire.
11. The School Committee will continue its policy of assigning teachers to their area of licensure and will not assign teachers outside the scope of their teaching license except temporarily, not to exceed a full school year, and for good cause.
12. A teacher returning from maternity leave is entitled to the same position she left at the commencement of her leave.
13. To be eligible to fill a vacancy in the seventh (7<sup>th</sup>) or eighth (8<sup>th</sup>) grade, the teacher must be licensed and highly qualified for the assignment.
14. Notwithstanding the above, application for voluntary transfer by special education teachers without professional teacher status or ELL/ESL teachers shall not be honored under paragraphs 4, 6 or 9, unless the employer determines that it is able to fill the vacancy created by such transfer.
15. A bargaining unit member who is involuntarily transferred because of a job close-out into a position with which s/he is dissatisfied may, during the following year's transfer procedure, place himself/herself on the involuntary transfer list in his/her appropriate seniority slot. If such a member participates in the transfer procedure for two years in a row, the member will be deemed to have relinquished the position that s/he held during the second year, and the position will be added to list of available vacancies. After participating in the involuntary transfer procedure for the second year in a row, the member will have no further rights to an involuntary transfer under this paragraph. A member who chooses to exercise his/her rights under this paragraph shall notify the superintendent in writing by no later than April 20.
16. A bargaining unit member who is involuntarily transferred from a building under Section C will not be accepted to transfer back to such building.
17. All bargaining unit members whose positions will be changed in the upcoming work year shall be notified of their new assignments in writing, which may be sent by electronic mail to the members' school-district-provided e-mail accounts.

C. **Special Involuntary Transfers:** In those cases where an involuntary transfer is advisable because of some documented incompatibility with the teacher's assignment, and the teacher objects to the involuntary transfer, the teacher shall meet with his/her principal, at which time the teacher will be notified of the reasons for the transfer. The Association shall be invited to send a representative. If the teacher still objects to the transfer after this meeting, the superintendent or assistant superintendent shall, upon request, meet with the Association's representative and the teacher to discuss the transfer.

If the cause(s) cited as a basis for the transfer are not acceptable to the Association, then, at the request of the Association but not the individual teacher, the matter will be submitted directly to expedited arbitration as provided under the rules of the American Arbitration Association. Notice of involuntary transfer under this section shall be made prior to the third Tuesday in May.

D. **Miscellaneous:**

1. The Association shall oversee every step of this process from beginning to end.
2. The directory of the Somerville Public Schools shall be distributed to each teacher by November 15. The staff directory will be disseminated by posting on the intranet and an electronic copy will be provided to the Association.
3. Assignments and transfers will be made in compliance with the School Committee's Equal Employment Opportunity Policy.
4. Any unit member who has been involuntarily transferred or bumped out of his/her teaching assignment shall have rights to return to his/her former teaching assignment if and when it is reinstated. These rights shall continue for the next school year after the involuntary transfer. This provision does not apply to Unit members who have been involuntarily transferred under Section C, Special Involuntary Transfers, of this article.

**ARTICLE XI  
TEACHER EVALUATION**

- A. Members of the bargaining unit will be formally observed and evaluated in accordance with the Memorandum of Agreement, dated October 1, 2012, regarding Educator Evaluation Instrument and Procedures, a copy of which is attached hereto as Appendix D.
- B. Any complaints regarding an employee made to any member of the administration by any parent or other person, except a pupil, will be promptly called to the attention of that employee in private consultation. Upon request, the individual will be informed who made the complaint.
- C. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an employee for inadequate professional performance. This shall be done in a private conference.
- D. No employee will be disciplined, reprimanded or reduced in rank or compensation or deprived of any professional advantage without just cause.

## **ARTICLE XII PROMOTIONS**

- A. **Purpose:** It is the employer's intent to comply with the provisions of this article so as to allow teachers covered by this Agreement to apply for promotional positions.
- B. **Definitions:** For the purposes of this article, a "promotional position" is defined as any position paying a salary differential and/or any position on the administrator/supervisor level.
- C. **Posting Procedure:**
1. All promotional positions that the employer intends to fill on a permanent basis will be posted electronically on the school district's website or intranet, with notice of such postings sent to bargaining unit members, including those on leaves of absence, via electronic mail.
  2. The qualifications for the position, its duties and the rate of compensation will be clearly set forth.
  3. Notice must be given to the Association at least three (3) months in advance of any change in qualifications for any positions, except where the change eliminates or reduces a qualification.
- D. **Application and Selection Procedure:**
1. All teachers will be given adequate opportunity to make application for such positions, and 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.
  2. Whenever an opening in a promotional position occurs, the principal and/or superintendent shall select the person s/he considers the most qualified for the position.
  3. When in the opinion of the principal and/or superintendent, all other factors are substantially equal, preference will be given to qualified teachers already employed by the school district, and each teacher applicant not selected will receive written notification of the action taken by the principal and/or the superintendent. The decision of the principal and superintendent will not be subject to arbitration.

E. **Appointments:**

1. **Acting Appointments:**

- a. The employer may make appointments to fill promotional positions while the posting process is taking place. If the vacancy occurs on or after April 1 in any school year, and if the employer chooses to fill such vacancy, it may make an acting appointment without a posting, provided, the appointment does not extend beyond the end of that school year.
- b. The employer may also make an acting appointment when an incumbent is absent and expected to return within ninety (90) calendar days. When the incumbent is expected to be absent for sixty (60) school days or more, a posting is required.
- c. All bargaining unit members will be given adequate opportunity to make application for acting appointments posted under Paragraph 1(b) above, and 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.
- d. Whenever an acting appointment occurs, the principal and/or superintendent shall select the person s/he considers the most qualified for the position.
- e. When, in the opinion of the principal and/or superintendent, all other factors are substantially equal, preference will be given to qualified teachers already employed by the school district, and each bargaining unit applicant not selected will receive written notification of the action taken by the principal and/or the superintendent. The decision of the principal and superintendent will not be subject to arbitration.

2. **Temporary Appointments:** A temporary appointment shall not extend beyond the end of the school year without being subject to temporary election by the principal and/or the superintendent.

3. **Payment for Temporary or Acting Appointments:** Any appointment to a promotional position extended beyond thirty (30) days shall be recompensed at the minimum salary for the position retroactive to the date of the appointment.

4. **Permanent Appointments:** Permanent appointments will be made as soon as possible and under normal circumstances not later than ninety (90) days after an opening is publicized by the superintendent.

5. Non-Discrimination: Appointments will be made without regard to race, creed, color, religion, sex or marital status.

### **ARTICLE XIII**

#### **POSITIONS IN EVENING SCHOOL AND UNDER FEDERAL PROGRAMS**

- A. All openings for evening school positions and for positions under federal programs will be posted electronically on the school district's website or intranet, and bargaining unit members will be entitled to apply for such openings. In view of the fact that these programs are of benefit to the school system as a whole, teachers currently in the service of the Somerville school system, who qualify for particular positions, shall be given first consideration. In filling such positions, consideration will be given to a teacher's area of competence, quality of teaching performance, teaching experience and attendance record.
- B. The evening school classroom teacher rate shall be as specified in Article IV, Salaries and Other Compensations.

### **ARTICLE XIV**

#### **ACADEMIC FREEDOM**

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

### **ARTICLE XV**

#### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The School Committee will pay reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who, at the request of **or** with the advance approval of the superintendent, attend seminars, workshops, conferences, that are not sponsored by the Somerville school system.
- B. All mandatory workshops, seminars and in-service courses shall be recognized for college equivalency credit beyond the bachelor's and master's degrees. Said credits may be acquired or refused according to the teacher's options below:
  1. Teachers requesting credit for mandatory workshops, seminars or in-service courses, shall be granted credit upon receipt of a statement of satisfactory completion of the mandatory activity. The number of hours in attendance will not

be deducted from the hours required by Article V, Teaching Hours and Teaching Load, Section C, Extended Days, Paragraph 1.

2. Teachers not requesting credit for mandatory workshops, seminars and in-service courses, shall reduce the number of hours stated in Article V, Teaching Hours and Teaching Load, Section C, Extended Days, Paragraph 1, by the said number of hours required in attendance, provided that such attendance is outside of normal work hours.
  3. A teacher who teaches at an in-service workshop, seminar or in-service course and who is entitled to cash payment under this Agreement shall have the option of being paid in cash for each hour or receiving two (2) in-service credits for each twelve (12) hours of teaching time towards horizontal and vertical lane advancement.
  4. Twelve (12) hours of attendance at workshops under this section shall equal one (1) in-service credit.
  5. Twelve (12) hours of CEU instruction equals one (1) in-service credit.
  6. A teacher who achieves National Board Certification will be awarded fifteen (15) in-service credits.
- C. All NDEA, NSF and other college courses in the teacher's subject area (excluding University Extension courses) taken after September 1, 1967, taken with prior approval of the superintendent or his/her designee, shall be recognized for credit beyond the bachelor's and master's degree for salary purposes.
- D. Except as otherwise provided in this Agreement, credit will be given only for courses and degrees from an accredited institution.
- E. 1. The distribution of course vouchers shall be as follows:
- a. To the cooperating teacher;
  - b. To a cooperating teacher who did not use his/her own voucher, to be used within the following two semesters;
2. All available vouchers shall be advertised by the superintendent;
3. The superintendent shall insure an equitable distribution of vouchers.
- F. Practice teachers shall be assigned only with the consent of the cooperating teacher.

G. **In-service Selection Process:**

1. If there is a target group for a workshop, members of the target group shall be placed first.
2. If there are too many applicants for a single in-service offering, the School Department shall arrange two (2) sessions if the funds and the presenter are available that year. If either the funds or the presenter are unavailable, the workshop will be given priority for the following year.
3. Persons who applied and were not accepted into a workshop during a prior offering and who have applied again, shall be placed next.
4. The related target group shall be placed next.
5. Any further vacancies shall be filled by seniority.
6. Except as provided in Article V, Teaching Hours and Teaching Load, Section C, Extended Days, Paragraph 1, participants shall be paid at the curriculum rate as per Article IV, Salaries and Other Compensations, Section F, Other Compensations, Paragraph 2, Part b, when their attendance is required by the School Committee outside of the regular work day.

- H.
1. A teacher who serves on a school council shall be granted in-service credit towards increments on the teachers' Salary Schedule and professional development points at the following rate: twelve (12) hours of council work or attendance at council meetings to equal one (1) in-service credit, not to exceed a total of two (2) in-service credits for twenty-four (24) hours of council work per teacher per school year. Professional development points (PDPs) are to be accrued at the rate of one (1) PDP for every hour of council work or attendance at council meetings. Teachers should submit school council in-service forms, signed by their principals, to verify their school council hours.
  2. Upon request, the School Committee will provide the Association with minutes of school council meetings in each building. Minutes from school council meetings will be made available to teachers assigned to the building by, for example, posting the minutes on a faculty bulletin board or providing them on request in the office.

- I. **In-Service Offerings for Professional Development Points:** By no later than January of each year, based on information obtained through a survey of teachers conducted earlier in the school year, the School Committee will compile a list of the areas in which teachers require professional development opportunities to satisfy the requirements of M.G. L. Chapter 71, Section 38G relative to maintaining their instructional certificates. During the spring of that school year, the School Committee will notify teachers of the

courses that will be offered during the next school year to enable them to earn professional development points. The School Committee will use its best efforts, subject to the availability of funding and a sufficient number of applicants, to offer during the next school year all of the courses that are identified by teachers as prerequisites to relicensure. The School Committee may offer in-service courses, may make arrangements for teachers to take courses from institutions of higher education or other service providers, or may provide other professional development activities; however, all such offerings must be acceptable to the Massachusetts Board of Education for purposes of relicensing teachers in the specified areas.

J. **Courses, Seminars, or Workshops for the Purpose of Lane Advancement:** The following guidelines apply to the approval of all courses, seminars and workshops for purposes of lane advancement:

1. All courses, seminar and workshops must be approved by the superintendent or designee before the course begins.
2. Credit is granted only for courses, seminars or workshops that are taken outside the school/work day.
3. Professional Development Points (PDPs) do not count toward the acquisition of credit for purposes of lane advancement.
4. Credits are earned as follows:
  - a. One-half credit for six (6) hours of attendance;
  - b. A maximum of four (4) credits per course, seminar or workshop.
5. All in-service courses offered in the Somerville Public Schools by bargaining unit members must be approved in advance by the superintendent.

K. All teachers who may be assigned to teach English Language Learners (“ELLs”) must complete the Massachusetts Department of Elementary and Secondary Education’s RETELL training, or such other training as the Department may require for teachers of ELLs, by August 31, 2016 or sooner if mandated by the Department. Teachers will be entitled to receive in-service credits as provided for in Section B of this article, for purposes of salary advancement and PDPs upon completion of this training. The School Committee will work to ensure that teachers who are required to complete RETELL training by August 31, 2016 are offered an opportunity to do so in a cohort trained by the Department of Elementary and Secondary Education; however, the School Committee is unable to guarantee that the Department will make a sufficient number of training slots available for Somerville teachers. In the event that a teacher has not been offered an opportunity by August 31, 2016 to complete the RETELL training in one of the cohorts trained by the Department of Elementary and Secondary Education and is assigned to teach ELLs after August 31, 2016, the School Committee will endeavor to provide the

teacher with such training at no cost to the teacher and at no cost to the school district. A teacher who fails to complete this training in a timely manner may be subject to involuntary transfer pursuant to Article X, Teacher Assignment and Transfer, Section C, Special Involuntary Transfers, provided that there is a vacancy that the teacher is qualified to fill.

**ARTICLE XVI  
SPECIAL SUBJECT TEACHERS AND SPECIAL PROGRAMS**

- A. The School Committee and the Association recognize the fact that an adequate number of competent special subject teachers is essential to the operation of an effective educational program. Accordingly, the Joint Study Committee will be continued to evaluate the needs and the requirements of the Somerville school system.
- B. It is expressly understood that nothing contained in this article will deprive the School Committee of the authority and right which it has under the law, expressed or implied, to make the final decision as to the number and/or type of special subject teachers which it will employ, and a failure to agree with the Association regarding said number and/or type will not be subject to the grievance procedure and/or arbitration.
- C. Schedules of itinerant teachers and supervisors shall be available to teachers on or before October 1. Teachers will be informed of changes in these schedules due to absence or other reasons.

**ARTICLE XVII  
RELIEF FROM NON-TEACHING DUTIES**

- A. The School Committee and Association acknowledge that the teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. All teachers will be provided with a duty-free lunch period, in accordance with the provisions of Article V, Teaching Hours and Teaching Load, through the use of aides. All varieties of non-teaching duties (including, but not limited to, coverage of assemblies, study halls, elementary school yard duties, etc.) will be shared by all Unit members who are assigned full-time to one building. The parties further agree to establish a Joint Study Committee to determine and evaluate the feasibility of employing aides in other areas to relieve teachers from non-teaching duties.

**ARTICLE XVIII  
SUBSTITUTE TEACHERS**

- A. Positions that will be vacant for at least one (1) semester will, to the extent possible, be filled by personnel who have met the state licensure requirements. After sixty (60) consecutive school days in a work year in the same position, the substitute teacher will be paid thereafter according to the Salary Schedule.

- B. Kindergarten teachers and practice teachers shall not be used as substitute teachers unless substitute teachers are not available or an emergency situation arises.
- C. The School Committee will provide substitute teachers, whenever possible, for elementary school special subject teachers (K-8) in art, music, physical education, practical arts, exploratory foreign languages and library, after regular grade classroom teachers are covered.

**ARTICLE XIX  
SICK LEAVE**

- A. Teachers, other than teachers new to the system, will be granted fifteen (15) days of sick leave each school year, as of the first official day of said school year, whether or not they report for duty on that day. Teachers new to the system will accumulate sick leave at the rate of one and one-half (1½) days for each month of active employment, and any such teacher who is absent beyond his/her accumulated sick leave shall, if still employed at the end of the school year, be reimbursed for any days of absence due to sickness, up to a yearly total of fifteen (15) days (including days previously paid). Sick leave not used by elected teachers in the year of service for which it was granted shall be accumulated from year to year without limitation.

A member of the Instructional Paraprofessionals' bargaining unit who is appointed, without a break of service, to serve in a Unit A bargaining unit position (other than as a substitute teacher) may carry over any unused sick leave that the individual accrued while employed as a Paraprofessional.

- B. Subject to the provisions in Section A above, the following shall apply for the term of the Agreement: Any bargaining unit member who is absent on account of personal illness, or other like disability, or any quarantine regulations of the Board of Health, shall receive full pay for the first fifteen (15) days of absence in any school year. The superintendent may require a bargaining unit member to provide a statement from the employee's physician for each period of disability of five (5) consecutive days or more or after consultation with the Association president, when evidence of excessive sick leave is demonstrated.

The parties agree to establish a Joint Study Committee with two (2) members appointed by the superintendent and two (2) members appointed by the Association who will study absence numbers and patterns in the schools. The Joint Study Committee will complete its work by May 1, 2009. If recommendations made by the Joint Study Committee would have an impact on existing language in this Agreement, then such recommendations will be forwarded to the School Committee's and the Association's negotiating committees for action. Any agreed upon changes in collective bargaining language will be subject to ratification by the parties for implementation on September 1, 2009.

- C. The Association agrees that sick leave should not be abused and recognizes the right of the administration to discipline appropriately any teacher guilty of such abuse, including possible reimbursement to the School Committee of any such sick leave payments made to a teacher to which s/he is not entitled under the terms and conditions of this article.
- D. A sick leave bank shall be established. All members of Unit A will be forwarded a sick leave bank form in September which will be returned by each Unit A member indicating whether said member wishes to join the sick leave bank. This form will be returned to the superintendent no later than October 1.
- E. **Sick Leave Bank Rules:** The sick leave bank will operate for those who have an extended illness and/or disability and have exhausted their own sick leave. Following are the regulations governing the operation of the sick leave bank.
1. The sick leave bank shall be administered by a sick leave committee consisting of one (1) member representing the School Committee, one (1) member representing the superintendent, and one (1) member representing the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted, and the sick leave bank committee's decision shall be final.
  2. Membership in the sick leave bank shall be voluntary for each and every teacher employed by the School Committee, but a member must remain for a full year of operation once s/he commences participation.
  3. Each participant in this program shall contribute one (1) day of his/her annual sick leave to the sick leave bank as a premium for membership. If, during the school year, the sick leave bank is depleted, the bank shall be replenished by the contribution of one (1) additional day by each member.
  4. Any participant must have fifteen (15) days of unused sick leave before s/he is eligible to become a member of the sick leave bank. Only those who deposit to the bank will be eligible to withdraw from it.
  5. The balance of days remaining in the sick leave bank at the completion of each school year will be forfeited, will not be cumulative for future use, and will not be returned to participants.
  6. The following criteria shall be used by the sick leave bank committee in determining eligibility and the amount of sick leave to be granted:
    - a. Application;
    - b. Sufficient medical evidence of serious illness;
    - c. Prior utilization of all eligible sick leave;
    - d. Documented sick leave abuse per Section C of this article.

7. The initial request from the sick leave bank may be for no more than five (5) days. Any request for an extension of days after the initial request will be forwarded to the sick leave bank committee as necessary. The sick leave bank committee reserves the right to vote on any requests for extension.
  8. No days may be withdrawn from the sick leave bank for any reason other than personal illness. Days may not be withdrawn to permit a participant to remain at home to care for other members of his/her family.
  9. No days may be withdrawn from the sick leave bank for maternity leave, except where mandatory under state or federal laws, or valid Massachusetts Commission Against Discrimination regulations.
  10. Any area that is not covered specifically by this Agreement will be subject to the vote of the sick leave bank committee.
  11. A sick leave bank application shall be stapled to the first pay-check in September.
- F. Teachers may use up to five (5) days per year to be deducted from their sick leave days for the purpose of arranging care for a member of the immediate family suffering from a catastrophic illness or for family illness.
- G. Beginning with the 2013-2014 work year, upon retirement, a bargaining unit member may buy back up to one hundred forty (140) days of accrued sick leave at thirty (\$30) dollars per day. Notice by October 1 of impending retirement at the end of the school year will result in payment the following July; otherwise, such bargaining unit member will be paid during the fiscal year subsequent to that fiscal year in which the member retires.
- The School Committee will allow a bargaining unit member to make a one-time transfer of sick leave buy back monies at the time of retirement to a 403B plan, if permitted by and in accordance with applicable federal law and regulations and the School Committee's plan document.
- H. Consistent with the rights of an employer under the Americans with Disabilities Act and M.G.L. Chapter 151B, if the superintendent has reason to question whether a bargaining unit member is able to perform the essential functions of the member's job, the superintendent may require a statement from a physician or other appropriate health care provider who has examined the member that the member is capable of performing the essential job functions of the job, with or without reasonable accommodation.

**ARTICLE XX**  
**TEMPORARY LEAVES OF ABSENCE**

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

1. Personal Leave:

- a. A bargaining unit member will be entitled to one (1) day of personal leave per work year for personal reasons. Application for such leave must be made in writing at least seventy-two (72) hours before taking such leave (except in the case of an emergency). If more than five (5) percent (rounded up) of the bargaining unit members in a building or department (based on the fall staffing plan numbers) apply to take personal leave under this subparagraph and subparagraph (b) below on the same date, the leave will be subject to the advance approval of the superintendent.
- b. With the advance written approval of the superintendent, a bargaining unit member will be entitled to one (1) additional day of personal leave per work year to conduct personal business or to attend to family, legal or religious matters that cannot reasonably be accomplished outside of the work day. Such personal day, when used, shall be deducted from sick leave. Application for such leave must be made in writing at least seventy-two (72) hours before the day of the leave (except in the case of an emergency), and must state the reason for the leave. The reasons for which such leave may be used include, but are not limited to, the following:
  - i. Household emergency
  - ii. Moving
  - iii. Attendance at a legal proceeding
  - iv. Attendance at a school-related event for a member's child
  - v. Attendance at a military event, such as a deployment, for a family member
  - vi. Attendance at the wedding of a family member
  - vii. Attendance at the graduation of a family member
  - viii. Attendance at the funeral of a non-family member
  - ix. Travel to or from a qualifying event, which cannot reasonably be accomplished on the day of the event

If more than five (5) percent (rounded up) of the bargaining unit members in a building or department (based on the fall staffing plan numbers) apply to take personal leave under this subparagraph and subparagraph (a) above on the same date, the leave will be subject to the advance approval of the superintendent.

- c. Personal leave shall not be available, except in the case of an emergency, on the day immediately prior to or the day immediately following the Thanksgiving holiday break and the December school vacation period
  - d. Unused personal days may not be carried over from one work year to the next. A bargaining unit member who has not used a personal day under Paragraph 1(b) above will not have the unused day deducted from sick leave. Subject to the foregoing, a member may use both personal days together and in any order.
  - e. Application for use of personal leave under this Section A, Paragraph 1 must be made on a form developed by the Association and School Committee for this purpose.
2. With the advance approval or at the request of the superintendent, at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
  3. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions with the advance approval of the superintendent or his/her designee.
  4. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding to which the teacher is summoned.
  5. Bereavement:
    - a. Up to five (5) days at any one time in the event of death of a teacher's family member or household member.
    - b. Additional bereavement leave, when necessary, may be granted by the superintendent.
    - c. If a teacher dies in service, arrangements will be made by the superintendent for teachers in the building to attend the funeral services.
  6. Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with M.G.L. Chapter 33, Section 59, leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days.
- B. Leaves taken pursuant to the section above will be in addition to any sick leave to which the teacher is entitled.

**ARTICLE XXI  
EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional teacher status who joins the Peace Corps, and a leave of absence of up to one (1) year will be granted to any teacher with professional teacher status who serves as an exchange teacher or an overseas teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be considered for salary purposes as if s/he were actively employed by the School Committee during the leave and will be placed on the Salary Schedule at the level s/he would have achieved if s/he had not been absent.
- B. A teacher on military leave shall be reinstated if s/he applies for his/her position within two (2) years after the date of discharge provided s/he does not serve in excess of four (4) years on a voluntary basis and is not disabled or incapacitated for performing the duties of his/her position. Upon reinstatement, s/he will be entitled to all increments for which s/he would have been eligible except for service in the armed forces. (See Chapter 708 of the Acts of 1941, as amended by Chapter 580 of the Acts of 1964). No member of the teaching staff who entered the armed forces shall be penalized thereby, either in salary or rank.
- C. 1. To be eligible for a leave of absence under the federal Family and Medical Leave Act of 1993, whether paid or unpaid, on account of his/her own or a family member's health condition, an employee must provide the superintendent with certification by the employee's health care provider on a United States Department of Labor (DOL) form or in another format as long as the health care provider certifies all of the information requested on the DOL form needed to support the employee's eligibility for leave, as to the employee's or family member's serious health condition, provided that the employee may not be required to disclose information that would constitute an unwarranted invasion of privacy.
2. An employee who is absent from work on account of his/her own or a family member's health condition, and who is eligible for leave under the federal Family and Medical Leave Act of 1993, may exhaust any paid leave that is available for such purpose at the commencement of such leave, and such absence shall be considered to be leave taken under the Act.
- D. An employee shall be entitled to an unpaid leave of absence for the purpose of caring for a newborn or adopted child, subject to the following:
1. Maternity leave shall be granted to a female employee in compliance with M.G.L. Chapter 149, Section 105D. Such teacher may also be eligible for sick leave under Article XIX, Sick Leave, of this Agreement.

2. Paternity leave shall be granted to a male teacher as follows: A male teacher may take up to ten (10) days of paternity leave upon the birth of his child, to be deducted from accumulated sick leave under Article XIX, Sick Leave, of this Agreement.
3. Adoptive leave shall be granted to a teacher of either sex also in compliance with M.G.L. Chapter 149, Section 105D and as follows: A teacher may take up to ten (10) days of paid adoptive leave upon the adoption of his/her child, to be deducted from accumulated sick leave under Article XIX, Sick Leave, of this Agreement. The adoptive leave commences when the child is turned over to the adoptive parents. In the event that the written regulations of an adoption agency require, as a condition of adoption, a period of home care that is longer than the statutory eight (8) week period, such longer period shall be granted, but shall be considered as child-rearing leave under Paragraph 4, Child Care Leave, and subject to the return dates therein specified.
4. Child Care Leave, as distinct from maternity leave, paternity leave or adoptive leave, shall be granted to a bargaining unit member of either sex, provided that, absent a legitimate reason, the member will provide the superintendent with at least thirty (30) days written notice prior to the commencement of such leave, which shall be subject to the following terms:
  - a. An employee whose child was newly born or adopted during a school year prior to April 1 may return from such leave at the beginning of any marking period during such school year.
  - b. An employee whose child was newly born or adopted after April 1 may return from such leave at the beginning of the first or second semester in the next academic year.
5. Extended Child Care Leave: An employee eligible for child care leave may extend such leave for one full school year following the school year in which such teacher would be expected to return under Paragraph 4, Part a or b.
6. Notice:
  - a. Whenever possible, notice of maternity leave and expected return date shall be given to the superintendent by an employee at least ninety (90) days prior to its anticipated commencement.
  - b. Notice of expected adoptive leave and expected length of leave shall be given to the superintendent by an employee upon approval of the adoption.
  - c. Notice of child care leave and expected return date shall be given concurrently with notice of maternity leave or adoptive leave.

- d. Notice of extended child care leave shall be received no later than April 1 preceding the school year for which the extended leave is being sought.
  - e. If a pregnancy is terminated after the notice of maternity leave and/or child-care leave has been given to the School Committee, such leave may be canceled or curtailed at the discretion of the employee. If, upon delivery, medical complications to the newborn child warrant child care leave, such leave shall be granted upon request at that time even though child care leave was not originally requested concurrently with the request for the maternity leave under Paragraph 6, Part c.
7. The parties agree to establish a Joint Study Committee, comprised of two (2) representatives of the School Committee and two representatives of the Association, to review this Section D and to make recommendations to the School Committee and the Association regarding proposed changes to ensure that the provisions comply with the new Massachusetts Parental Leave Act. The Joint Study Committee will submit its joint recommendations to the parties' respective bargaining teams for negotiations and ratification by January 30, 2016.
- E. The School Committee accepts M.G.L. Chapter 71, Section 41A, an act authorizing the granting of leaves of absence to public school teachers, principals, supervisors or superintendents for certain service to professional educational organizations.
  - F. The superintendent will grant a leave of absence without pay or increment to any teacher with professional teacher status to seek election to, or serve in any elected public office, for up to two (2) years of said office. Such leaves shall be requested prior to the beginning of the school year. A leave may not be taken under this section more than once every ten (10) years.
  - G. Other leaves of absence without pay may be granted by the superintendent.
  - H. A teacher shall be entitled to a one (1) year career exploration leave without pay. Although a teacher will be entitled to a career exploration leave, the superintendent will not be required to grant any more than forty (40) such leaves in any one (1) school year. A teacher shall not be entitled to any more than one (1) career exploration leave. In order to be granted such leave, the teacher must notify the superintendent in writing of his/her intention to take such leave no later than April 1 of the school year preceding the year in which the leave is to be taken.

Effective as of the 2014-2015 work year, a bargaining unit member who applies in writing for a career exploration leave shall be granted a career exploration leave only if s/he serves with Professional Teacher Status and has five years of experience in the Somerville Public Schools.

- I. 1. 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. No sick leave will be accumulated during the period of said leave.
2. a. A teacher who returns from a leave of absence under this article after less than two (2) years will be assigned to the same assignment held at the time such leave commenced. If that assignment is no longer available, such teacher will exercise seniority rights in relation to involuntary transfer. An employee on child care leave who returns to work at the beginning of a school year as provided in Section D, Paragraph 4, Part b of this article shall be covered under the terms of this section. Whenever a teacher combines multiple, consecutive one-year leaves of absence, this section shall apply only to the first such year.
- b. A teacher who is scheduled to return from a leave of absence longer than one (1) year or from leave provided in the case of birth or adoption which is longer than the leave as set forth in Part a, above, shall be eligible to participate in the bidding process in the sequence set forth in Article X, Teacher Assignment and Transfer, Section B, Assignment, Reassignment and Transfer Procedures, Paragraph 4, Part c.
3. A bargaining unit member must confirm his/her intention to return to work following an extended leave by notifying the superintendent/designee in writing by no later than April 15 of the preceding work year, or the member will be considered to have resigned as of that June 30. The member will be sent a reminder of this obligation by the superintendent/designee shortly before March 15. Application for use of extended leave and notification of a member's intention regarding return from such leave must be made on a form, which shall be developed by the Association and School Committee for this purpose and made available to members electronically.

## **ARTICLE XXII SABBATICAL LEAVE**

- A. Sabbatical leave may be granted by the superintendent for the purpose of study and research after seven (7) years of continuous satisfactory service in the public schools of the City of Somerville, and after the completion of any subsequent seven (7) years; provided, that the teacher shall submit in writing to the superintendent on or before January 1 of the year in which the leave is to take place a plan of study or travel for his/her approval.
- B. The leave shall be granted for a period not exceeding nor less than one (1) school year and shall begin in September and, further, shall be limited to five (5) teachers, chosen in order of seniority service, or condition of health, preference being given to those who

have not had a previous leave of the same nature. The compensation shall be one-half (½) of the basal salary as of June preceding the sabbatical year, the teacher's retirement allowance to be deducted from this salary.

- C. The teacher shall sign an agreement binding him/her to continue in the service of the City of Somerville for three (3) years after the expiration of the leave, or in case of resignation within the period of three (3) years, to refund to the City of Somerville such proportion of the amount paid him/her during the leave as the unexpired portion of three (3) years bears to three (3) years. The provisions of this agreement, however, shall not apply where resignation on account of ill health is granted by the superintendent or where resignation is requested by the superintendent.
- D. The teacher on leave shall report to the superintendent, in such form as s/he may determine, the manner in which his/her time is being employed, such reports being due on the first of December, March and July.
- E. The teacher taking advantage of this privilege shall be entitled upon return to the same position, and the year of leave shall be included in the years to the City for all purposes except the accrual of salary increments.

### **ARTICLE XXIII PROTECTION**

- A. Teachers will immediately report to their principal or immediate supervisor, in writing, all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the superintendent, who will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. So far as permitted by M.G.L. Chapter 258, the superintendent shall provide indemnification whenever any teacher shall become eligible therefor.
- D. 1. An employee who is absent because of personal injury arising out of and in the course of his/her employment, as a result of an assault or battery, shall be credited with sick leave, in addition to that credited to him/her at the time of his/her injury. The additional sick leave shall be equal in duration to the period of his/her absence as a result of such injury. The employee may take such of this additional sick leave allowance payment as, when added to the amount of any weekly Workers' Compensation disability allowance actually received, will result in the payment to him/her of compensation equivalent to his/her full salary. The benefits provided for above shall not exceed a period equal to one (1) calendar year.

2. Teachers who are absent from school as a result of personal injury received in the course of employment by the district, other than as a result of an assault or battery, may charge the difference between their compensation payments and their regular salaries against accumulated sick leave. If a question exists as to whether the employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw full sick leave benefits. As a condition of receipt of said benefits, the employee shall enter into a written agreement with the school district, wherein s/he agrees to reimburse the district for such excess payments in the event s/he received Workers' Compensation benefits for said period.
- E. 1. The School Committee shall reimburse a teacher for:
- a. Any clothing, eyeglasses or similar items of personal property damaged or destroyed as the result of an assault or battery suffered in the course of his/her employment; and,
  - b. The cost of any reasonable medical, surgical or hospital services (less the amount of any insurance reimbursement, and/or Workers' Compensation payment) incurred as the result of any injury arising out of and in the course of his/her employment.
2. The foregoing shall not apply to situations which are the result of gross negligence on the part of the teacher.

**ARTICLE XXIV  
INSURANCE AND ANNUITY PLAN**

- A. The School Committee will provide to teachers the same health insurance plan available to other city employees and will contribute a percentage of the cost equal to the highest percentage contributed for any other employee groups.
1. A five thousand dollar (\$5,000) term life insurance plan of the type presently available to teachers.
  2. Individual or family health coverage, whichever applies in the particular case, of the type available to teachers. The School Committee will provide health insurance benefits to eligible bargaining unit members through the Group Insurance Commission, in accordance with the agreement negotiated by the City and the Public Employee Committee pursuant to M.G.L. Chapter 32B, Section 19.
- B. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87-370.

- C. The parties agree that they will work jointly to obtain the City of Somerville's agreement to institute a cafeteria plan covering members of the bargaining unit.

**ARTICLE XXV  
TEACHER FACILITIES**

- A. The School Committee agrees that the following are minimum facilities for teachers:
1. Space in each classroom to safely store instructional materials and supplies.
  2. Reasonable access to a telephone in each school building.
  3. At least one (1) appropriately furnished room in each school building to serve as a faculty lounge and work area.
  4. A centrally located resource center for the use of all teachers in the system.
  5. Well lighted, clean, adequately equipped and conveniently located teachers' rest rooms.
  6. Adequate eating facilities for teachers.
  7. Adequate space for teachers not assigned a homeroom to store their personal effects and instructional materials.
  8. Mailboxes for teachers in each school.
- B. To the extent that the School Committee has the jurisdiction to provide the foregoing facilities, it shall do so. To the extent that it is within the jurisdiction of the Building Department of the City of Somerville to provide the foregoing facilities, the School Committee will cooperate with the Association to have such facilities provided for and maintained in all schools by the Building Department of the City.
- C. The School Committee will request in all applicable grant applications funding for the acquisition of computer hardware and/or software to achieve a system-wide goal of having a computer and printer in every academic classroom. This provision will expire upon the achievement of the goal.
- D. The School Committee will make reasonable efforts to have the City of Somerville Traffic and Parking Department issue parking stickers to teachers, upon request, for use during the hours from 7:00 a.m. through 5:00 p.m., Monday through Friday, and on evenings of PTA meetings. The Association will assist the School Committee with this endeavor. The School Committee also will send the City of Somerville Commissioner of Public Works a letter, requesting that, after snow storms, school yards with driveways

will be cleared and reserved for staff parking during the hours from 7:00 a.m. through 5:00 p.m.

**ARTICLE XXVI  
SCHOOL BUILDINGS**

- A. During the planning stage of a new school, the School Committee will give the Association an opportunity to set forth its views on the proposed new building.

**ARTICLE XXVII  
CONSULTATION PROCEDURE**

- A. The School Committee and the Association desire to encourage the active participation of teachers in the development and implementation of the best possible working conditions for teachers and educational programs for the school children of Somerville, including state and federal aid programs. Therefore, they agree as follows:
1. The School Committee and/or the superintendent or his/her designated representative agree to meet with Association representatives periodically for consultation on matters of educational programs, curriculum problems and need for specialized educational programs.
  2. The School Committee or members thereof, will, if requested to do so, meet with Association representatives once each semester for consultation on educational programs, curriculum problems, and/or similar matters; provided, however, that during said consultation neither party shall be required to discuss any matters which are included in this Agreement.

**ARTICLE XXVIII  
ASSOCIATION PRIVILEGES**

- A. The School Committee does not object to the Association's use of school buildings without cost at reasonable times for meetings; provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The permission of the superintendent, and, if necessary, the Commissioner of Public Works will be received in advance of all such meetings.
- B. There will be at least one (1) bulletin board in each school building, which will be placed in the faculty lounge or other appropriate private location, for the purpose of displaying notices, circulars and other Association materials. Copies of all such materials will be given to the building principal, and if the principal objects to said materials, s/he shall have the right to discuss his/her objection with the Association's representative, prior to the posting. The Association agrees that it will not post any material which is derogatory to the administration, the School Committee or any member thereof, or to the Somerville school system.

- C. The Association will have the right to place notices, circulars and other Association materials in the teachers' mailboxes, and to distribute materials in the schools after notifying the principal, provided said distribution does not interfere with any instructional activity. Copies of all such materials will be given to the building principal; and if the principal objects to said materials; s/he shall have the right to discuss his/her objections with the Association's representative prior to the distribution or placement in the mailboxes of said material. The Association agrees that it will not distribute any material which is derogatory to the administration, the School Committee or any member thereof, or the Somerville school system.
- D. The president and chairperson of the Professional Rights and Responsibilities Committee shall have access to all buildings and all teachers. Upon entering the building, they shall notify the principal, provided that there shall be no interference with instructional activities.
- E. No party to this Agreement shall discriminate against any teacher by reason of his/her membership or non-membership in the Association or his/her participation or non-participation in the activities of the Association or any other employee organization.
- F. When it is necessary, pursuant to Article III, Grievance Procedure, for a representative of the Association to attend a jointly scheduled grievance meeting or hearing during a school day, s/he will be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher, whose appearance in such meetings or hearings as a witness is necessary, will be accorded the same right. When it is necessary for an Association representative to investigate a grievance during regular school hours, s/he shall, upon notice to his/her principal or immediate superior, be released without loss of pay for the time necessary to do so; provided said investigation cannot be conducted during non-working hours and provided further that s/he can be released without detriment to the educational program. The Association agrees that these rights will not be abused.
- G. The School Committee, upon request, will make available to the Association any available information that is neither confidential nor privileged under law which may be necessary for the Association to administer this Agreement or to prepare for future negotiations.
- H. A copy of the official agenda of School Committee meetings will be made available to the Association not later than the end of the school day on the date of said meeting.
- I. **Release Time for Association President:** Upon request of the Association prior to April 1, its president shall be placed on a full-time leave of absence for the following school year. The Association president shall receive his/her full salary and benefits while serving as full-time release president. The Association shall reimburse the School Committee for the actual salary and fringe benefits, up to Step 5 of the master's lane, of the least senior teacher who is employed by the School Committee as a result of the

president's leave of absence. The president shall accrue seniority while serving under this section and shall retain a right of return to his/her former position as if on leave of absence for not more than one (1) year.

In the event that the Association president is unable to perform the duties of the position for an extended period of time due to illness or injury, and the vice president of the Association must assume the duties of the president, the School Committee shall relieve the vice president of his/her teaching duties for such purpose, provided that the Association shall reimburse the School Committee for the cost of the substitute who is employed to cover the vice president's regular assignment.

- J. The Association office will be a regular stop on the inter-office mail route. The School Committee will not guarantee delivery. This is not subject to the grievance procedure.

### **ARTICLE XXIX PAYROLL DEDUCTIONS**

- A. **Dues Deductions:** The School Committee hereby accepts the provisions of M.G.L. Chapter 180, Section 17C and, in accordance therewith, shall certify to the City Treasurer all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.

Payroll deductions will be allowed for the Somerville School Employees Federal Credit Union and Massachusetts Teachers Association Credit Union.

- B. **Agency Fee:** In accordance with the provisions of M.G.L. Chapter 149, Section 178L, as amended by Chapter 463 of the Acts of 1970, and M.G.L. Chapter 180, Section 176, the School Committee shall deduct an agency fee from each teacher who is not a member of the Association, as a condition of said teacher's continued employment in the Somerville Public Schools, and shall transmit the monies to the Association treasurer. Deductions referred to above will be made in equal payments in amounts certified by the Association treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association and the National Education Association in the second paycheck each month commencing in November and continuing through the second paycheck in May.

This amount to be withheld by the School Committee as an agency fee shall be proportionately commensurate with the costs of collective bargaining and contract administration.

The amounts deducted will be submitted to the Association treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.

The Association shall indemnify the School Committee against any damages or legal fees expended in compliance with this section and shall comply with any rebate procedure or any process as may be required by state, federal or constitutional law. The failure of the School Committee to perform any responsibility under this section, including but not limited to the failure of the School Committee to notify any teacher on or before the teacher's initial employment date after August 31, 1987 of such teacher's obligation to join the Association and to pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or in behalf of such individual teacher.

Newly hired teachers shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the School Department.

If the Association offers counsel to represent the School Committee and the School Committee declines, choosing instead to be represented by its own attorney, the Association shall not be responsible for legal fees or other litigation expenses of the School Committee but shall remain liable for damages.

- C. The School Committee shall vote to accept the provisions of M.G.L. Chapter 180, Section 17I. Employees may authorize the School Committee to deduct from their salary a contribution to VOTE (Voice of Teachers for Education) in an amount which the employee shall specify in writing. The School Committee shall certify on the payroll the amount to be deducted by the treasurer. Such amounts shall be transmitted to the VOTE/NEA-PAC account within thirty (30) days.

**ARTICLE XXX  
AFFIRMATIVE ACTION**

- A. The Association accepts the School Committee's Equal Employment Opportunity Policy.

**ARTICLE XXXI  
HEALTH AND SAFETY**

- A. The School Committee will try to maintain employment conditions free of known hazards to employee health and safety, to provide and maintain a healthful and safe workplace with adequate heating, ventilation and lighting, and otherwise to be in compliance with applicable federal or state laws.

**ARTICLE XXXII  
NEXT WAVE/FULL CIRCLE**

- A. The following provisions will govern NW/FC teachers who were carried over from City service in 1986 and/or NW/FC teachers subsequently hired by the School Committee.

1. Article IV E (1) a: Carry-over teachers will retain all benefits accorded by the 1986 Agreement. (Slotting, service credit adjustments, longevity credit, full City teaching service credit, sick leave and sick leave bank).
2. The regular work day for Next Wave/Full Circle teachers may exceed the regular work day for other teachers in this bargaining unit in order to assure the proper performance of program requirements. The schedule of work on any particular day will be determined collegially through the majority opinion of the faculty in each program, subject to the approval of each program director.
3. Other Provisions:
  - a. Article VII, Class Size, is inapplicable to NW/FC.
  - b. Carry-over teachers and other teachers at NW/FC will continue to do individualized instructional planning as part of their jobs without extra pay, notwithstanding Article VIII, Textbooks and Curriculum, Section F.
  - c. No provision of this Agreement shall be interpreted as requiring the employment of aides or other additional staff at NW/FC.

### **ARTICLE XXXIII JOB SHARING**

- A. Job sharing is defined as the voluntary division of a single full-time position between two (2) persons. It is expressly understood that job sharing shall be voluntary and shall not occur if it results in the layoff, involuntary transfer, or attrition from a building of a full-time teacher. Job sharing shall not be permitted if it prevents the re-call of a laid-off teacher.
- B. A shared job is subject to the approval of the building principal and the superintendent, based on School Committee policy in any instance. Disapproval shall not be subject to the grievance and arbitration procedure.
- C. Job sharing must be applied for in writing by the two (2) individuals on a form to be mutually agreed upon by the parties. Applications must be submitted to the superintendent no later than March 15. Approvals for shared jobs normally shall be finalized prior to the job bidding process. In the event of competing job sharing applications for a single shared job within a seniority area, the selection will be based on educational qualifications, quality of teaching performance and teaching experience.
- D. Job sharing shall be effective for one (1) school year. Job sharers seeking to renew for an additional year may apply therefore under the application procedure in Section C.

- E. In the event a job-sharing is discontinued after the first year, the job sharers shall return to their seniority areas and to their positions, if available, with the same rights as teachers returning from a one-year leave of absence. If job sharing continues beyond one (1) year and thereafter is discontinued, the job sharers shall remain in the seniority area of the job being shared and may exercise their contractual rights with regard to personnel actions as may be taken under Article IX, Teacher Employment, and Article X, Teacher Assignment and Transfer.
- F. Teaching salaries shall be pro-rated to reflect the fraction of the position shared. The experience and educational step for the teachers shall be the same s/he would be entitled to if employed full time. This step will determine the base salary from which the salary fraction will be computed.
- G. Seniority shall be accrued on a pro-rata basis.
- H. If one (1) of two (2) job sharers is covered under the City's health insurance plan, the City will contribute toward the cost of health insurance as if the job had only one (1) incumbent. If both job sharers are covered under the City's health insurance plan, the City will contribute fifty (50) percent toward the cost of each such job sharer's health insurance coverage.
- I. Teacher partners will undertake joint planning for the shared position, will share responsibility for their students and will share all teaching and non-teaching duties applicable to the shared position.

**ARTICLE XXXIV  
CHILD CARE FACILITY AND SCHOOL ATTENDANCE  
OF NON-RESIDENT TEACHERS' CHILDREN**

- A. The child care facility, having received twenty-five thousand dollars (\$25,000) from the School Committee to fund its start-up costs, shall be self-sustaining; the costs of providing child care services will be paid for from user fees.
- B. Two-thirds (2/3) of the available slots for the children will be made available to parents who are employees of the School Department (both within and outside this bargaining unit). One-third (1/3) of the available slots for children will be made available to all other residents of the City of Somerville.
- C. Effective in the 2008-2009 school year, a teacher in the Somerville school system who is not a resident of the City will have the option, at no cost, of having his/her child(ren) attend a school in the Somerville Public Schools, subject to the following conditions:
  - 1. Space available basis in school, as determined by the superintendent;
  - 2. Limit of twenty (20) students per school year; and

3. If more apply than there are spaces, there will be a lottery to choose the students who may attend.
4. The admission of a non-resident teacher's child(ren) to the Somerville Public Schools after the beginning of a school year is subject to the discretion of the superintendent.

Once a child is accepted, so long as the teacher is employed in the Somerville school system, the child shall be allowed to attend school through grade twelve (12), subject to the rules and regulations that apply to Somerville residents. In addition, every reasonable effort will be made to place siblings in the same school, if the parent so requests.

#### **ARTICLE XXXV EMPLOYEES ON WAIVERS AND IN TEMPORARY POSITIONS**

- A. A Non-Professional Status employee serving under a waiver shall not accrue seniority under Article IX, Teacher Employment, Section B, Paragraph 4 or for any other contractual purpose, provided that if such employee submits evidence to the superintendent that s/he has become licensed by the Department of Elementary and Secondary Education for the position that s/he occupies, the employee will be granted seniority retroactive to the beginning of his/her continuous service under a waiver.
- B. An employee filling a temporary vacancy to which a bargaining unit member on leave is expected to return shall not accrue seniority under Article IX, Teacher Employment, Section B, Paragraph 4, provided that if such employee thereafter is appointed to a permanent position without a break in service, the employee will be granted seniority retroactive to the beginning of his/her continuous service in the temporary vacancy. An employee filling a temporary vacancy shall be considered to be a substitute teacher whose compensation after service for sixty (60) consecutive school days in a work year shall be governed by Article XVIII, Substitute Teachers.
- C. A Non-Professional Status employee described in Paragraph 1 or an employee described in Paragraph 2 above shall not be eligible to apply for a transfer under Article X, Teacher Assignment and Transfer, but shall be eligible to apply for an evening school or summer school position under Article XIII, Positions in Evening School and Under Federal Programs.
- D. An employee described in Paragraph 1 or 2 above shall be eligible to attend workshops and to acquire credits under Article XV, Professional Development and Educational Improvement.
- E. Except as provided for in paragraphs 1 through 4 above, an employee described in paragraph 1 above or an employee described in paragraph 2, having served for sixty (60) consecutive school days in a work year, shall be eligible to accrue and accumulate sick

days, carry over unused sick days and participate in the sick leave bank in accordance with its terms, and shall be covered by all other provisions of this Agreement.

**ARTICLE XXXVI  
GRANTS**

- A. The School Committee will notify all Unit members of all job and professional opportunities created by grants in such a manner as to give them an opportunity to apply for such jobs and opportunities. The notice will include a description of the job or opportunity, the salary or stipend, the minimum qualifications. The School Committee will provide the Association with contemporaneous notice of all such jobs and opportunities.

**ARTICLE XXXVII  
INCLUSION SERVICES AND REGULAR EDUCATION READING SERVICES**

A. **Special Education Inclusion Services**

1. The principal will notify regular education staff by June 1 of those students with current Somerville Individualized Education Plans (IEPs) who are scheduled to be in his/her class in September. The list of such students will be developed by the principal and Special Education Director using information that is currently available.
2. The principal and Special Education Director will make every effort to provide information to regular education staff concerning the above students via meetings and/or written information.
3. To the best extent possible, classes will be “weighted” by the principal, thus class-size ratios will be comparable, only if an equal number of special education students on comparatively equal IEPs are enrolled across classes. Otherwise, class size will be lower for classes with a predominance and/or variety of IEP requirements.
4. Grade level regular education teachers and associated special education staff will compile the class lists for instructional services in June for the upcoming September, subject to approval by the principal.
5. Specialized training will be provided to regular education staff having students whose needs are significantly different from most other students with special needs.
6. The purpose and required procedures of Child Study Teams for regular education students shall be explained by the principal to the entire staff each September.

Teachers will not be required to give up preparation time for Child Study Team meetings.

7. Inclusion services shall be scheduled, whenever possible, in Grades 1-8 at the mutual agreement of associated staff, and within the requirements of the IEP.
8. The district shall identify additional special education staff as a hiring priority as needed.

**B. Regular Education Reading Services**

1. The priority for all reading services will be in Grades 1-3.
2. The priority for services in Grade 1 is The Reading Intervention Program (RIP).
3. All RIP services will be scheduled in a consecutive block of time in the morning, whenever possible. RIP services may be in the classroom or pullout according to mutual agreement by the principal, the Grade 1 teacher and the reading teacher. Should there be no agreement, the decision of the reading teacher shall prevail.
4. RIP services will not be scheduled during regular reading time in Grade 1.
5. All other reading services in Grade 2 and 3 will be scheduled after RIP services have concluded.
6. Reading services in Grades 2 and 3 may be inclusionary or pullout at the mutual agreement of the two teachers.
7. It is strongly recommended that students entering Grades 2 and 3 be scheduled in June with teams of teachers who have made the commitment to either the inclusion or pullout model. This will alleviate scheduling concerns and organized services in a more productive way for teachers and students.
8. The principal will meet with appropriate staff in May and June with regard to scheduling needs for reading services in the upcoming school year.

**ARTICLE XXXVIII  
MENTORING**

- A. **Joint Mentoring Review Committee:** The School Committee and the Association shall establish a Joint Mentoring Review Committee, consisting of three (3) representatives of the School Committee and three (3) representatives of the Association. The Joint Mentoring Review Committee shall perform a district mentoring inventory each year, which shall include assessing the existing plan, policies and practices, surveying

participants, performing needs assessments, reviewing research and compliance, and making recommendations to the parties.

**B. Mentors:**

1. The principal of the building shall appoint and assign a mentor for each non-Professional Status teacher in his/her first year of employment in the school district, after consultation with the Mentor Coordinators. Additionally, the superintendent may appoint a mentor for a Professional Status Teacher who, during the prior work year, received an evaluation rating of Unsatisfactory Overall and has been placed on an Improvement Plan. A mentor must hold a professional license, have prior teaching experience and have been a part of the specific school community (building) for a minimum of one (1) year. In addition, a mentor must have Professional Teacher Status in Somerville or must have achieved Professional Teacher Status in another Massachusetts public school district unless there is agreement with the Association president or designee, on a case-by-case basis, to use a non-Professional Status teacher as a mentor. In making mentoring appointments, the principal shall consider, among other factors, the following qualities demonstrated by the applicants:
  - a. Professionalism and ability to serve as a role model;
  - b. Skills and knowledge as an educator;
  - c. Effective communication and interpersonal skills;
  - d. A non-judgmental and nurturing personality;
  - d. A desire and willingness to help the mentee and share expertise;
  - e. An ability to respect the confidentiality of the mentor-mentee relationship;
  - f. An ability to guide and encourage the mentee to be a reflective practitioner.
2. Mentors will guide mentees in the tenets of the Massachusetts Curriculum Frameworks/Common Core. Mentors also will consult with mentees on lesson plans and assist mentees in learning about the work setting, key people and places, the traditions and organizational culture, the district's expectations of its professional staff, developing professional relationships, and instilling confidence by enhancing personal and professional development.
3. Mentors ordinarily shall be assigned to mentees prior to the New Teacher Orientation, and shall attend a designated portion of the New Teacher Orientation. In making mentoring assignments, the principal shall consult with the mentor coordinators and shall match mentors and mentees based on such factors as the partners' proximity, grade level, discipline and other relational factors.
4. Mentor shall be appointed for a term of one (1) work year. Acceptance of a mentoring appointment shall be voluntary.

5. Mentors shall be trained in a mentoring course provided by the School Committee before the start of their first mentoring assignment.
6. A mentor shall be accessible to his/her mentee and will have regularly scheduled meetings with the mentee on a biweekly basis. The mentor shall provide his/her principal by December 15 and June 15 with a written record of the times and dates on which such meetings were held. The mentor and mentee also shall attend district-wide meetings throughout the work year. A mentor and mentee will be provided with a reasonable period of release time to allow for the mentee to observe and to be observed by his/her mentor. The mentor shall not formally evaluate the mentee. The relationship between the mentor and the mentee is intended to be a confidential one.
7. The principal and mentor coordinators shall maintain contact with mentors and mentees in an effort to ascertain that their needs are being met.
8. The mentor and mentee shall sign a mentor/mentee agreement, on a form to be developed by the School Committee and the Association, at the start of the work year. The mentor/mentee relationship may be terminated by mutual agreement at any time. In the event that one party wishes to terminate the agreement, the approval of the principal, after consultation with the mentor coordinators, will be required.
9. Mentors shall be paid a stipend as specified in Article IV, Salaries and Other Compensations.

C. **Mentor Coordinators:**

1. The superintendent or designee shall appoint and assign mentor coordinators. Such positions shall be posted. A mentor coordinator must have prior teaching and mentoring experience. Mentor coordinators shall not be appointed or assigned to serve simultaneously as a mentor.
2. Ideally, mentor coordinators will be representative of major constituencies in the school district (e.g., elementary, secondary, special education, ELL).
3. Mentor coordinators shall assist the district in the delivery of training for mentors; work collaboratively with principals regarding the establishment of mentor/mentee partnerships and help oversee those relationships; and provide support and assistance to the mentors.
4. Mentor coordinators shall be appointed for a term of one (1) year.
5. Mentor coordinators shall be paid a stipend as specified in Article IV, Salaries and Other Compensations.

**ARTICLE XXXIX  
CRIMINAL RECORD OFFENDER INFORMATION (“CORI”) CHECKS**

- A. If a bargaining unit member is suspended or reprimanded on the basis of criminal record information, the member may grieve the suspension or reprimand under the just cause provision in this Agreement.
- B. Any bargaining unit member who is convicted of or pleads guilty to a felony offense on or after September 1, 2013 must notify the superintendent in writing, at the time of the conviction or plea of the fact of such conviction or guilty plea, the nature of the offense, the date of the conviction or plea, and the court in which the conviction or plea was entered.
- C. Each bargaining unit member shall obtain a fingerprint-based criminal record check, as required by M.G.L. Chapter 71, Section 38R.

**ARTICLE XL  
ACCEPTABLE USE AND SOCIAL NETWORKING POLICIES**

- A. The Association accepts those portions of the School Committee’s Acceptable Use Policy that are not inconsistent with this Agreement. The parties agree that they will continue to engage in a dialogue concerning the Acceptable Use Policy.
- B. The parties will establish a Joint Study Committee, consisting of four (4) representatives of the Association and four (4) representatives of the School Committee to review the Social Networking Policy and to make recommendations to the School Committee and the Association concerning any proposed changes to the Policy, along with any recommendations for professional development and training for bargaining unit members. The Joint Study Committee will complete its work prior to December 1, 2013 and will submit its joint recommendations to the parties’ respective bargaining teams for negotiations and ratification by January 30, 2014. In the event that the parties do not reach agreement, or the agreement is not ratified, the policy will not be applied to bargaining unit members.

**ARTICLE XLI  
RESIGNATION**

- A. A bargaining unit member must provide the superintendent with at least sixty (60) days written notice of his/her severance of employment. If a bargaining unit member fails to provide such notice prior to resigning for purposes of retirement, s/he will be ineligible to receive sick leave buyback pursuant to Article XIX, Sick Leave, Section G of this Agreement, provided that the superintendent may waive the sixty (60) day notice requirement in extenuating circumstances, which decision will not be arbitrary or capricious.

**ARTICLE XLII  
LABOR/MANAGEMENT COMMITTEE**

- A. To encourage a productive, collegial relationship between the Association and the School Committee, a Labor/Management Committee shall be established. The Superintendent or designee and any other member(s) of the administration whom the Superintendent deems appropriate, the Association President, and two (2) additional representatives of the Association will meet periodically, as needed, to exchange views on concerns related to, among other things, the improvement of services and morale, contract interpretation, new Federal, State and local initiatives and/or mandates and other various departmental issues. Upon mutual agreement, the Labor/Management Committee may add additional representatives.
- B. The establishment of this Labor/Management Committee shall not be construed as a waiver of either party's right to bargain about wages, hours, and other working conditions, or the right to bargain about the impact of management decisions on wages, hours or working conditions. The Labor/Management Committee shall not be construed to restrict the rights of either party.

**ARTICLE XLIII  
GENERAL**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be 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.
- B. This Agreement constitutes School Committee and Association policy for the term of said Agreement, and the School Committee and the Association will carry out the commitments contained herein and give them full force and effect as their policies. The School 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 the Agreement.
- C. Any changes in hours, wages or conditions of employment required by state law or regulations of the State Board of Education during the term of this Agreement will result in consultation between the parties.

**ARTICLE XLIV  
DURATION**

- A. This Agreement will be effective as of September 1, 2015, and will continue and remain in full force and effect until August 31, 2018. The parties agree that not later than November 1, 2017, they will enter into negotiations for a successor Agreement to become effective as of September 1, 2018.

**SOMERVILLE SCHOOL COMMITTEE**

**SOMERVILLE TEACHERS  
ASSOCIATION**

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Date:

Date:

**APPENDIX A-1  
TEACHERS' SALARY SCHEDULE**

**EFFECTIVE SEPTEMBER 1, 2015  
2.5% Increase**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>CAGS M+60</b>
1	45,412	47,256	49,267	50,797	52,814	54,300	55,581
2	48,265	50,156	52,347	53,921	56,026	57,580	58,861
3	51,115	53,048	55,427	57,039	59,240	60,860	62,141
4	53,968	55,910	58,507	60,132	62,452	64,141	65,422
5	56,819	58,766	61,586	63,223	65,664	67,421	68,702
6	59,671	61,610	64,667	66,303	68,878	70,702	71,983
7	62,524	64,439	67,745	69,348	72,090	73,982	75,263
8	65,374	67,225	70,825	72,363	75,301	77,263	78,544
9	68,675	70,434	74,420	75,895	78,661	80,544	81,825
10	72,186	73,914	78,083	79,536	82,764	84,581	85,862
11	77,768	79,578	83,660	85,180	88,173	89,644	90,925

**APPENDIX A-2  
TEACHERS' SALARY SCHEDULE**

**EFFECTIVE SEPTEMBER 1, 2016  
2.75% Increase**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>CAGS M+60</b>
1	46,661	48,556	50,622	52,194	54,266	55,793	57,110
2	49,592	51,535	53,787	55,404	57,567	59,164	60,480
3	52,521	54,507	56,951	58,608	60,869	62,534	63,850
4	55,452	57,447	60,116	61,785	64,169	65,905	67,221
5	58,382	60,383	63,280	64,962	67,470	69,275	70,592
6	61,312	63,305	66,445	68,127	70,772	72,646	73,963
7	64,243	66,211	69,608	71,255	74,073	76,016	77,333
8	67,172	69,073	72,773	74,353	77,372	79,388	80,704
9	70,564	72,371	76,467	77,982	80,824	82,759	84,075
10	74,171	75,947	80,230	81,724	85,040	86,907	88,223
11	79,907	81,766	85,961	87,523	90,597	92,109	93,425

**APPENDIX A-3  
TEACHERS' SALARY SCHEDULE**

**EFFECTIVE SEPTEMBER 1, 2017  
2.75% Increase**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>CAGS M+60</b>
1	47,944	49,891	52,014	53,629	55,759	57,328	58,680
2	50,956	52,952	55,266	56,927	59,150	60,791	62,143
3	53,965	56,006	58,517	60,220	62,543	64,253	65,606
4	56,977	59,027	61,769	63,484	65,934	67,717	69,070
5	59,987	62,043	65,020	66,748	69,326	71,180	72,533
6	62,999	65,045	68,272	70,000	72,718	74,644	75,997
7	66,010	68,032	71,522	73,214	76,110	78,107	79,460
8	69,019	70,973	74,774	76,397	79,500	81,571	82,924
9	72,504	74,361	78,570	80,126	83,047	85,035	86,388
10	76,211	78,036	82,437	83,971	87,379	89,297	90,649
11	82,104	84,015	88,325	89,930	93,089	94,642	95,994

**APPENDIX B  
EXTRACURRICULAR ACTIVITIES**

**Effective September 1, 2016: 2.75%**

**Effective September 1, 2017: 2.75%**

Advisors for extracurricular activities will be selected annually by the principal who will notify the applicant of selection, subject to the approval of the superintendent. All such positions shall be advertised in each school and interested persons may apply.

Only Unit members shall be club advisors. In the event that no Unit member volunteers to be an advisor for a particular club/activity, the School Committee may employ someone from outside the Unit.

<b>Somerville High School</b>	<b>Stipend Per Position</b>		
	<b><u>2015-2016</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>
<b><u>Music</u></b>			
Chorus Director	\$1,129	\$1,160	\$1,192
Concerts	\$1,412	\$1,451	\$1,491
Citywide Band	\$1,412	\$1,451	\$1,491
Citywide Chorus	\$1,412	\$1,451	\$1,491
Musical	\$903	\$928	\$953
Musical Stage Director	\$1,129	\$1,160	\$1,192
Musical Producer	\$1,129	\$1,160	\$1,192
Musical Director	\$1,129	\$1,160	\$1,192
Drama Director	\$903	\$928	\$953
Band Color Guard	\$1,467	\$1,507	\$1,548
Band Drill Master	\$1,467	\$1,507	\$1,548
Jazz Ensemble	\$734	\$754	\$775
Band Percussion	\$1,185	\$1,218	\$1,251
Assistant Drill Master I	\$367	\$377	\$387
Assistant Drill Master II	\$932	\$958	\$984
Bandmaster	\$2,934	\$3,015	\$3,098
Foreign Language Independent Study	\$1,277	\$1,312	\$1,348
<b><u>Class Advisors</u></b>			
Freshman, Sophomore, Junior	\$766	\$787	\$809
Senior (includes Prom, Class Day and Graduation)	\$1,693	\$1,740	\$1,787
<b><u>Others</u></b>			
Before School Library Advisors	\$3,724	\$3,826	\$3,932
After School Library Advisors	\$3,724	\$3,826	\$3,932
Academic Assistance Club	\$766	\$787	\$809

Academic Decathlon	\$2,257	\$2,319	\$2,383
Art Club	\$766	\$787	\$809
Basketball/Football Cheerleaders (2 seasons)	\$4,515	\$4,639	\$4,767
Best Buddies Coordinator	\$2,821	\$2,899	\$2,978
Bloggers Club	\$766	\$787	\$809
Board Game Club	\$766	\$787	\$809
Book Club	\$766	\$787	\$809
Breakfast Story Club	\$766	\$787	\$809
Business Manager (teaching 4 classes)	\$5,644	\$5,799	\$5,959
Business Manager	\$3,386	\$3,479	\$3,575
Cluster Coordinator	\$1,693	\$1,740	\$1,787
Co-Cluster Club	\$766	\$787	\$809
Community Service	\$766	\$787	\$809
Computer Club	\$766	\$787	\$809
Craft Club	\$766	\$787	\$809
DECA	\$847	\$870	\$894
Drama Club	\$766	\$787	\$809
Eighth Grade Exploratory – Co-Advisor	\$1,693	\$1,740	\$1,787
Elementary Activity Section 1.1	\$255	\$262	\$269
Elementary Activity Section 1.2	\$383	\$394	\$404
Elementary Activity Section 2.2	\$766	\$787	\$809
Elementary Activity Section 3.1	\$766	\$787	\$809
Elementary Academic Tutor (ACE-It, SES)	\$878	\$902	\$927
Elementary Academic Tutor Coordinators:			
Large Sites:	\$1,968	\$2,022	\$2,078
Medium Sites:	\$1,330	\$1,367	\$1,404
End of Year Club	\$766	\$787	\$809
Friendship Club	\$766	\$787	\$809
Future Teachers Club	\$766	\$787	\$809
Grade 7 and 8 Basketball Coach	\$847	\$870	\$894
Grade 9 Orientation	\$2,257	\$2,319	\$2,383
Green Club	\$766	\$787	\$809
GSA Co-Advisor	\$372	\$382	\$393
Health Club	\$766	\$787	\$809
Health, Fitness, Badminton Club	\$766	\$787	\$809
Hockey Cheerleaders (1 season)	\$2,257	\$2,319	\$2,383
Homework Club	\$766	\$787	\$809
International Club	\$766	\$787	\$809
Junior Statesman Club	\$372	\$382	\$393
Latin American Newcomers Club	\$766	\$787	\$809
Library Facilitator	\$372	\$382	\$393
Literary Magazine Club	\$766	\$787	\$809
MCAS Tutorial Program (tutors and site-based coordinators)	\$993	\$1,020	\$1,048
Math Club	\$766	\$787	\$809

Mentor Program Coordinator	\$4,515	\$4,639	\$4,767
Moving Forward Club	\$766	\$787	\$809
Music Club	\$766	\$787	\$809
National History Day	\$766	\$787	\$809
National Honor Society Advisor	\$766	\$787	\$809
National Honor Society Assistant Advisor	\$766	\$787	\$809
National Board Certified Stipends (paid by State)	\$2,821	\$2,899	\$2,978
New Comers Club	\$766	\$787	\$809
Newsletter Advisor	\$1,693	\$1,740	\$1,787
No Stress Chess Club	\$766	\$787	\$809
Photography Club	\$766	\$787	\$809
Poetry Club	\$766	\$787	\$809
Publishing Club	\$766	\$787	\$809
Quilting Club	\$766	\$787	\$809
Reading Enrichment Coordinator	\$1,354	\$1,391	\$1,429
Reading Club	\$766	\$787	\$809
Recorder Concert	\$766	\$787	\$809
Safety Coordinator	\$1,693	\$1,740	\$1,787
Safety Net	\$766	\$787	\$809
School Newspaper	\$1,693	\$1,740	\$1,787
Science Club	\$766	\$787	\$809
Science Fair	\$766	\$787	\$809
Science League	\$766	\$787	\$809
Service Club	\$766	\$787	\$809
Social Interactions	\$766	\$787	\$809
Space Club	\$766	\$787	\$809
Sports Club	\$766	\$787	\$809
Student Council	\$1,693	\$1,740	\$1,787
Tada Co-Advisor	\$372	\$382	\$393
Tutoring Club	\$766	\$787	\$809
Writing Club	\$766	\$787	\$809
Yearbook Advisor	\$1,975	\$2,029	\$2,085

All other approved intramural and extracurricular activities shall be paid the following amount for a minimum of thirty (30) hours of work:

2015-2016:	\$734
2016-2017:	\$754
2017-2018:	\$760

The parties agree to review and revise Appendix B for acceptable additions and deletions on an annual basis.

**APPENDIX C  
COACHING POSITIONS**

1. All coaches will be recommended annually to the superintendent for appointment, by the head master of the high school. Coaches' appointments will expire unless renewed within sixty (60) days of the last regular season game. The coordinator of athletics will submit recommendations for all coaches to the head master of the high school. It is further understood that the coordinator of athletics will seek input from head coaches for assistant coaches before making his/her recommendation to the head master.
2. Any interscholastic sport adopted on a varsity level will be included in this Appendix for the purpose of negotiations.
3. The school department will give preference for coaching appointments to Unit members if their qualifications are equal to outside applicants.

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
<b>Group A</b>		2.75%	2.75%
<b>Head Coach</b>			
Football	\$9,373	\$9,631	\$9,896
<b>Group B</b>			
<b>Head Coach</b>			
Soccer	\$5,409	\$5,558	\$5,711
Basketball	\$5,409	\$5,558	\$5,711
Track (Indoor & Outdoor)	\$5,409	\$5,558	\$5,711
Hockey	\$5,409	\$5,558	\$5,711
Baseball	\$5,409	\$5,558	\$5,711
Softball	\$5,409	\$5,558	\$5,711
<b>Group C</b>			
<b>Head Coach</b>			
Cross Country	\$4,557	\$4,682	\$4,811
Volleyball	\$4,557	\$4,682	\$4,811
Swimming	\$4,557	\$4,682	\$4,811
Wrestling	\$4,557	\$4,682	\$4,811
<b>Assistant Head Coach</b>			
Football	\$4,557	\$4,682	\$4,811
<b>Group D</b>			
Tennis	\$3,465	\$3,560	\$3,658
Golf	\$3,465	\$3,560	\$3,658
Crew	\$3,465	\$3,560	\$3,658

**JV Coach**

Soccer	\$3,465	\$3,560	\$3,658
Basketball	\$3,465	\$3,560	\$3,658
Track (Indoor & Outdoor)	\$3,465	\$3,560	\$3,658
Football	\$3,465	\$3,560	\$3,658
Hockey	\$3,465	\$3,560	\$3,658
Baseball	\$3,465	\$3,560	\$3,658
Softball	\$3,465	\$3,560	\$3,658
Volleyball	\$3,465	\$3,560	\$3,658

**Freshman Coach**

Football	\$3,465	\$3,560	\$3,658
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**Group E**

Ultimate Frisbee	\$3,136	\$3,222	\$3,311
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**Freshman Coach**

Basketball	\$3,136	\$3,222	\$3,311
Hockey	\$3,136	\$3,222	\$3,311
Baseball	\$3,136	\$3,222	\$3,311
Softball	\$3,136	\$3,222	\$3,311
Soccer	\$3,136	\$3,222	\$3,311
Volleyball	\$3,136	\$3,222	\$3,311

**Grade 7 & Grade 8 Coach**

Basketball	\$798	\$820	\$843
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**APPENDIX D**  
**EDUCATOR EVALUATION INSTRUMENT AND PROCEDURES**

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L. Chapter 71, Section 38; M.G.L. Chapter 150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this Collective Bargaining Agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **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, reading specialists, some special education teachers, school adjustment counselors, team facilitators, academic coaches, counselor educators and teachers of the visually impaired.

- C) **Classroom Teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-Determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre- and post-unit and course assessments, and capstone projects. District-determined measures shall be locally bargained, if legally required.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with

PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "Formative Evaluation" and "Formative Assessment") and to assess total job effectiveness and make personnel decisions (the "Summative Evaluation").
- J) **\*Evaluator:** Any person designated by the Superintendent who has primary or supervisory responsibility for observation and evaluation. Evaluators shall receive training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings.
  - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through Formative Assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The Principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the Superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

- L) **\*Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, and primary caregivers.
- N) **\*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.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a two-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on standards and Indicators of Effective Teaching Practice, or both.
- P) **\*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 teams of Educators. Team goals may be developed by grade-level or subject area teams, departments or other groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **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 gain scores on the MEPA, ACCESS or other comparable assessment for English Language Learners. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignment:** An assignment in which an Educator with PTS teaches under a different license, in a new discipline, in a new school or at a level that is three or more grades above or below the last assignment.
- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. A visit of at least ten minutes is recommended. Classroom or worksite

observations conducted pursuant to this Article must result in feedback to the Educator using agreed upon written protocols.

Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- U) **Parties:** The parties to this Agreement are the Somerville Teachers Association, Unit A (Association) and the Somerville School Committee (School Committee).
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
  - i) Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - ii) Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - iii) Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - iv) Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. Chapter 71, Section 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. Chapter 71, Section 41.

- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state- and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Z) **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:
- 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)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on performance standards. These rubrics consists of:
- i) Standards: Describe broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describe aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Define the individual components under each indicator
  - iv) Descriptors: Describe practice at four levels of performance for each element
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator’s judgments of the Educator’s performance against performance standards and the Educator’s attainment of goals set forth in the Educator’s Plan.

- CC) **\*Superintendent:** The person employed by the School Committee pursuant to M.G.L. Chapter 71, Sections 59 and 59A. The Superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **\*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. Teacher may include, for example, a classroom teacher, librarian, guidance counselor, or school nurse.
- EE) **\*Trends in Student Learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre- and post-unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or student gain scores on the MEPA, ACCESS or other comparable assessment for English Language Learners, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning,

growth, and achievement set by the district. The district-determined measures should be based on the Educator's role and responsibility.

- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice;
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator;
  - iii) Examination of Educator work products;
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more performance standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) 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;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student Feedback – see Section 23 below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Superintendent.

#### 4) **Rubric**

The rubrics are a scoring tool used for the Educator's Self-Assessment, the Formative Assessment, the Formative Evaluation and the Summative Evaluation. The Teacher and Caseload Educator rubrics used in the Somerville Public Schools are those provided by ESE in January 2012 and attached hereto.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this Article, districts shall arrange training for all Educators, Principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the Superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this Agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or Principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the Superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE with input from the Association.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the Superintendent, Principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The Superintendent, Principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the Educator Plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - iv) This training may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - v) The participants may submit comments on the effectiveness of the annual orientation, as a means of providing the joint labor/management evaluation team with actionable feedback.

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 Supervising Evaluator a Self-Assessment by October 1st or within four weeks of the start of his/her employment at the school.
- ii) The Self-Assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four performance standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) **Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the Self-Assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.
- 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 address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See Section 22 below.
- C) Educator Plan Development meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.

- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
    - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign and date the Educator Plan upon receipt, and within ten days of its receipt may submit a written response. The Educator's signature indicates that the Educator received the Plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one announced observation during the school year using the protocol described in Section 11B below.
    - ii) The Educator shall have at least four unannounced observations during the school year.
  - B) In the second and third years of practice or second and third years as a non-PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
  - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two unannounced observations.

- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for Improvement Plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, Principal, Superintendent or other administrator. A visit of at least ten minutes is recommended.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within three to five school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one announced observation. A visit of at least a class period is recommended.

- (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (b) Within five school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
  - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (2nd) 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.
- (c) Within five school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within five school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

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

- I) As a result of the Formative Assessment report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last Summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only**

- A) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous Summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation 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 less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four performance standards.
- D) 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 to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation report.
- F) The Educator may reply in writing to the Formative Evaluation report within ten school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation report upon receipt. The signature indicates that the Educator received the Formative Evaluation

report. The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last Summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a Summative Evaluation report. For Educators on a one- or two-year Educator Plan, the Summative Evaluation report must be written and provided to the Educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the performance standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the Primary Evaluator shall determine the overall Summative rating that the Educator receives.
- D) 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. In cases where the Superintendent serves as the Primary Evaluator, the Superintendent's decision on the rating shall not be subject to review.
- E) 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.
- F) 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.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth,

and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four performance standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) 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 or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the Summative Evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign and date the final Summative Evaluation report upon receipt. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the Summative Evaluation report within ten school days of receiving the report or the Summative Evaluation meeting(s), whichever is later. The Educator's response shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; 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.

- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more performance standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

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

- A) A two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A Formative Evaluation report is completed at the end of Year 1 and a Summative Evaluation report at the end of Year 2.
- B) A one-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the Summative Evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a Summative Evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next evaluation cycle.
- E) For an Educator on a Directed Growth Plan whose overall 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**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year.
- C) The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Primary Evaluator may be the Supervising Evaluator.
- F) 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.

- G) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- H) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- I) A copy of the signed Plan shall be provided to the Educator. The Educator shall sign and date the Plan upon receipt. The signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- J) Decision on the Educator's status at the conclusion of the Improvement Plan.

- i) All determinations below must be made no later than June 1st. One of three decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
  - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative Evaluation rating at the end of his/her 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.
  - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative Evaluation rating at the end of his/her 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.
  - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

**20. Timelines (Dates in italics are provided as guidance)**

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

Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation report date established by Evaluator	<i>April 20*</i>
Evaluator delivers Summative Evaluation report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are needs improvement or unsatisfactory	June 1
At request of Evaluator or Educator, Evaluator meets with Educators whose Summative Evaluation ratings are proficient or exemplary	June 10

**A) Educators with PTS on Two-Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the two-year evaluation cycle
Evaluator completes Formative Evaluation report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation meeting, if any	<i>June 1 of Year 1</i>

Evaluator delivers Summative Evaluation report	May 15 of Year 2
Evaluator conducts Summative Evaluation meeting, if any	June 10 of Year 2

**B) Educators on Plans of Less than One Year**

- i) The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

**21. Career Advancement**

- A) In order to attain PTS, the Educator should achieve ratings of proficient or exemplary on each performance standard and overall. A Principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1st. The Principal’s decision is subject to review and approval by the Superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose Summative Evaluation rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, may be recognized and rewarded as determined by the district through collective bargaining where applicable.

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

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

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

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

**24. Using Staff feedback in Administrator Evaluation**

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

**25. Transition from Existing Evaluation System**

- A) The parties may agree that fifty percent or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and fifty percent or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties may agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-Directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty percent drawn shall be on a one-year Self-Directed Growth Plan and the second fifty percent shall be on a two-year Plan.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

## 26. General Provisions

- A) Only Educators who are licensed may serve as Primary Evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and Standards and Indicators of Effective Teaching Practice promulgated by ESE (35.03), and the evaluation standards and procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall Summative Evaluation rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures at least annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this Article are subject to the grievance and arbitration procedures, except as provided below. Consistent with G.L. c. 71, §42, the arbitrator shall be required to consider the best interests of the pupils in the district and the need for elevation of performance standards. The parties recognize that the timelines, dates and procedures associated with the newly negotiated Educator Evaluation System, while agreed upon in good faith are, to some extent, placeholders and untested. Thus, for the 2012-2013, 2013-2014 and 2014-2015 school years, the Association and School Committee agree that a missed timeline of less than ten (10) school days shall not be the subject of a grievance alleging a violation of the new Educator Evaluation System. Failure to comply with procedural provisions of the new Educator Evaluation System that do not prejudice an Educator will be resolved at the lowest possible level, up to Step 3 of the grievance procedure but no further. The parties agree to monitor the implementation of the new Educator Evaluation System during the 2012-2013, 2013-2014 and 2014-2015 school years, including the actual implementation of the timelines, and agree to negotiate any proposed revisions to the timelines by no later than June 2015.

**APPENDIX E  
SOMERVILLE HIGH SCHOOL SCHEDULE**

<b>BLOCK</b>	<b>START</b>	<b>END</b>	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
1	7:55	9:02	A1	A2	A3	A4	B4
2	9:06 a.m.	10:01 a.m.	B1	C2	B2	B3	C4
3	10:05 a.m.	11:00 a.m.	C1	X Block	D3	C3	D4
4	11:04 a.m. 11:34 a.m. 12:04 p.m.	11:34 a.m. 12:04 p.m. 12:34 p.m.	D1	D2	E2	E3	E4
5	12:38 p.m.	1:33 p.m.	E1	F1	F2	F3	F4
6	1:37 p.m.	2:32 p.m.	G1	G2	Advisory/ Common Planning Time	G3	G4