

EVERETT TEACHERS ASSOCIATION

AND

EVERETT SCHOOL COMMITTEE

COLLECTIVE BARGAINING AGREEMENT

September 1, 2012 – August 31, 2015

TABLE OF CONTENTS

	<u>Page</u>
<u>SETTLEMENT AGREEMENT</u>	iv
<u>PREAMBLE</u>	5
 <u>ARTICLE</u>	
1 <u>SCOPE</u>	6
2 <u>GRIEVANCE PROCEDURE</u>	6
2-01 Definitions.....	6
2-02 Purpose.....	6
2-03 General Procedure.....	7
2-04 General Provisions.....	8
3 <u>SALARIES</u>	9
3-01 Salaries.....	9
3-02 Reduction of Salary.....	9
3-03 Computation of Salaries.....	9
4 <u>REDUCTION IN FORCE</u>	10
4-01 Definitions.....	10
4-02 Procedure For Layoffs.....	11
4-03 Reductions In Positions.....	11
4-04 Rights of Teachers on Layoff.....	11
5 <u>TEACHING HOURS AND TEACHING PROGRAMS</u>	12
5-01 Work Day.....	12
5-02 Work Year.....	13
5-03 Days School Not In Session.....	13
5-04 Meetings, Conferences, Evening Supervision.....	13
5-05 School-time Conferences.....	14
5-06 Preparation.....	14
5-07 Assignments.....	15
5-08 Afternoon Sessions.....	15
5-09 Attendance.....	15
6 <u>ELECTIONS AND TRANSFERS</u>	
6-01.....	16
6-02.....	16
6-03.....	16
6-04.....	16
6-05.....	16
6-06.....	16
6-07.....	16

7	<u>VACANCIES AND PROMOTIONS</u>	
7-01	Posting of Promotional Vacancies, Creation of New Positions, or Appointment to Temporary Position	17
7-02	Positions In Summer School, Evening School and Under Federal Programs.....	17
7-03	Promotional Salary Placement	17
7-04	Athletic and Extra-Curricular Positions.....	18
8	<u>CLASS SIZE</u>	18
9	<u>TEACHER EVALUATION</u>	
9-01	Procedure.....	18
9-02	Personnel File.....	18
9-03	Complaints	19
10	<u>ACADEMIC FREEDOM</u>	19
11	<u>TEACHER FACILITIES</u>	19
12	<u>ASSOCIATION BENEFITS</u>	
12-01	Use of Buildings	20
12-02	Bulletin Board and Notices.....	20
12-03	Release Time for the President of the Association.....	20
13	<u>ALLOWANCE FOR ABSENCE</u>	20
	Sick Leave Bank.....	21
14	<u>TEMPORARY AND EXTENDED LEAVE</u>	23
14-01	Sabbatical Leave.....	23
14-02	Leave of Absence to Teach with Armed Forces.....	23
14-03	Maternity/Parenting Leave.....	23
14-04	Personal Injury Benefits.....	24
14-05	Military Leave.....	24
14-06	Personal Business Leave.....	24
14-07	Professional Days.....	25
14-08	Accrued Benefits.....	25
14-09	Jury Duty.....	25
14-10	Leave of Absence.....	25
14-11	Notification to Return From Leave.....	25
15	<u>SUBSTITUTE TEACHERS</u>	25
16	<u>PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT</u>	25
16-01	In-Service.....	25
16-02	Course Approval.....	25
16-03	Expenses for Approved Conferences.....	26

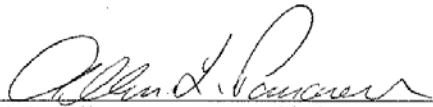
17 ANNUITY PLAN.....	26
18 PAYROLL DEDUCTIONS.....	26
18-01 Dues Deductions.....	26
18-02 Agency Service Fee.....	26
19 PROTECTION.....	26
20 SEVERENCE PAY	27
21 JOB DESCRIPTIONS	27
22 SCHOLARSHIP STANDARDS	27
23 <u>GENERAL</u>	27
23-01 Tutoring.....	27
23-02 Just Case.....	27
23-03 Unassigned Non-Certified Teachers.....	27
TEACHER SALARY SCHEDULE	28
DIFFERENTIALS	28
SUBSTITUTE RATE	29
HOME INSTRUCTION	29
EVENING SCHOOL.....	29
SUMMER SCHOOL	29
INCREMENTS	30
LONGEVITY	30
EXTRA-CURRICULAR ATHLETICS	31
TEACHER EVALUATION PROCESS.....	36
TEACHER SALARY SCHEDULE	56
CONSTITUTION	60
BY-LAWS	63

SETTLEMENT AGREEMENT

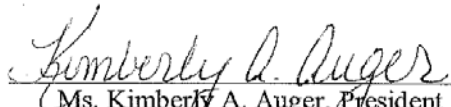
This contract is in effect from September 1, 2012 until August 31, 2015.

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT is made this 1st day of September, 2012 by the SCHOOL COMMITTEE OF THE CITY OF EVERETT (hereinafter sometimes referred to as the Committee) and the EVERETT TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

IN WITNESS WHEREOF THIS AGREEMENT is signed in the name and in behalf of the parties by their duly authorized representatives on the 10th day of March 2014.



Mr. Allen L. Panarese, Chairperson
Everett School Committee



Ms. Kimberly A. Auger, President
Everett Teachers Association

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Everett, and that good morale within the teaching staff of Everett is essential to achievement of that purpose, we, the undersigned parties to this CONTRACT, declare that:

1. Under the law of Massachusetts, the Committee, elected by the citizens of Everett, has final responsibility for carrying out the policies so established.
2. The Superintendent of Schools of Everett (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
3. The teaching staff of the public schools of Everett has responsibility for providing in the classrooms of the schools, education of the highest possible quality.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 1
SCOPE

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees in Unit A, including classroom teachers, data processor, guidance counselors, librarians, special teachers, classmasters, deans, long-term substitutes, coaches, coordinators, federal-program personnel, those engaged in extra-curricular activities of the school, instructors of homebound-physically-handicapped children, head teachers, adjustment counselors, and department heads hired by the School Department but excluding all other employees.

ARTICLE 2
GRIEVANCE PROCEDURE

2-01 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 CONTRACT or any subsequent contract entered into pursuant to this CONTRACT. 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.

2-02 Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems, which may, from time to time, arise affecting the welfare or working conditions of teachers. 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 and to state its views.

2-03 General Procedure

LEVEL ONE: The aggrieved employee shall submit his grievance, in writing, to a member of the Professional Rights and Responsibilities Committee of the Association. Within fifteen (15) school days, the Association representative shall present the grievance in writing to the appropriate supervisor or principal or, in the case of a class action grievance, the Superintendent. At the conference, the teacher and/or Association may present the grievance.

The appropriate supervisor or principal shall convey his decision in writing to the aggrieved teacher and the Association within five (5) school days after said conference.

LEVEL TWO: If the grievance is not resolved at level one (1), the Association may appeal by forwarding the grievance in writing to the Superintendent within five (5) school days after the level one (1) decision has been received. The appeal shall include:

1. Name of the grievant
2. Statement of facts involved
3. Suggested remedy

The Superintendent shall hold a meeting with the aggrieved teacher and the Association within ten (10) school days of receipt of the grievance.

The teacher and the Association may present the grievance. Within ten (10) school days, the Superintendent shall communicate his decision to the teacher and the Association in writing.

LEVEL THREE: An appeal of the decision of level two (2) may be made in writing, signed by the Association and the Grievant, to the School Committee within ten (10) school days after the decision from level two (2) has been received. A meeting shall be held within two school committee meetings next following submission of the grievance. No more than thirty (30) days shall elapse before the grievance is discussed at this level. Present at the meeting shall be the teacher, the Association, and/or his counsel, and all will have a right to be heard. The School Committee shall notify the teacher and the Association of its decision within five (5) school days after the hearing.

LEVEL FOUR: If at the end of the twenty-five (25) days next following the presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation of application of any provision of this CONTRACT, the Association may be given written notice to the School Committee within ten (10) days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration; in which event the School Committee or the Association may forthwith submit the grievance to the Board of Conciliation and Arbitration established under Chapter 150 of the General Laws of Massachusetts for arbitration and decision in accordance with the applicable rules of the said Board. The

decision made in such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee.

2-04 General Provisions

1. If at the end of the fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One (1) of the procedure set forth in Section 3 above, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section 3.
2. Written communications, other documents, or records, relating to any grievance shall be filed in a special file maintained by the Everett Public Schools.
3. A failure of the representative of the committee responsible to meet and/or answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Association to proceed to the next level of the grievance procedure.
4. Time limits at all levels can be extended by mutual agreement.

ARTICLE 3
SALARIES

3-01 Salaries

The salaries of all persons covered by this agreement are set forth in Appendix "A" which is attached hereto and made a part hereof. Teachers must work one hundred-twenty (120) days in a school year to be eligible for a salary increment and longevity movement.

3-02 Reduction of Salary

The salary of no teacher shall be reduced except as provided in Chapter 71, Section 43 of the General Laws.

3-03 Computation of Salaries

Annual salaries are computed on the basis of 189 workdays, with the exception of the Devens School, which will be computed on 213 workdays. Service each year begins the day on which a teacher reports for duty.

Teachers shall be paid their annual salary in bi-weekly payments. The first payment shall be made in the second week following the first day teachers report to work.

Teachers will be paid in twenty-six (26) equal paychecks.

In case of non-remunerative absence, 1/189 of the annual salary shall be deducted for each school day absent. In the case of a teacher at the Devens School, 1/213 of the annual salary will be deducted beginning with the 2013-2014 school year. If a teacher discontinues service on or before the end of the school year, an adjustment shall be made on the final check so that the amount received will be proportionate to the actual time served during the year.

ARTICLE 4
REDUCTION IN FORCE

Should the Committee decide to reduce the number of positions in the bargaining unit for any reason, such reduction shall be consistent with the General Laws of the Commonwealth, the Regulations of the Department of Elementary and Secondary Education, and this Agreement. There shall be excluded from the operation of this subparagraph, substitutes, persons filling temporary vacancies or persons replacing anyone on leave. The order of layoff shall be as follows:

4-01 Definitions

Seniority - Length of continuous employment in the bargaining unit measured from the first day for which compensation was received, including time spent on paid leave of absence.

Statement

For the purposes of this article, the words "Professional Teacher Status" shall mean bargaining unit members who have served more than three consecutive school years in the Everett Public Schools.

- a. Unpaid leave shall not count toward service but neither shall an unpaid leave constitute a break in service.
- b. Continuity of service is broken if 1) a teacher does not complete a school year, 2) if a teacher begins his/her assignment subsequent to the opening of the school year, or 3) if during the school year a teacher has any period of time during which he is not employed by the Everett School System.
- c. If a teacher begins his service subsequent to completion of his undergraduate course work but before he receives his certification from the Massachusetts Department of Elementary and Secondary Education, said service shall count as long as such service is not otherwise broken.
- d. Any teacher who took a maternity leave prior to payment for the disability period related to childbearing shall be credited with forty (40) days for purposes of seniority. Thereafter teachers shall be credited with the actual number of days used for disability.
- e. Teachers in Federal Programs shall be treated as any other teachers for the specific purpose of Reduction-In-Force.

Certified in the subject area to be taught and at least two years of certified and/or certifiable teaching experience in the area in and/or outside the Everett School System.

A teacher who teaches in more than one area shall have his experience counted in all areas as long as he/she has taught a course in the area for at least two years.

4-02 Procedure of Layoffs

Statement

For purposes of this article, the words “Professional Teacher Status” shall mean bargaining unit members who have served more than three consecutive school years in the Everett Public Schools.

- a. In the event that two teachers have the same first day employment, then the teacher with the superior evaluation shall be retained.
- b. No PTS teacher shall be laid off if there is a non-Professional Teacher Status teacher holding a position, which the PTS teacher is qualified to fill.
- c. No Professional Teacher Status teacher shall be laid off if there is another PTS teacher with less seniority holding a position, which he/she is qualified to fill.

In the placement of staff into position(s) held by junior teacher(s), bumping shall be accomplished to retain the most senior teacher(s) when more than one teacher is qualified for a position. When multiple layoffs do not create the problem of numerous placements of teachers, the most senior teacher shall be placed in the position for which he is qualified that is held by the most junior teacher.

4-03 Reductions in Positions

Reductions in positions may be effective only as of the first day of any professional work year. Teachers to be laid off shall be notified within seven (7) days after the action of the School Committee reducing the positions in the unit. Under normal circumstances, all teachers shall be notified by June 1.

4-04 Rights of Teachers on Layoff

- a. The recall period for any tenured teacher laid off shall be two years from the effective day of the layoff.
- b. Teachers shall be recalled in the reverse order of the effective date of the layoff to fill only those vacancies for which a teacher is qualified at the time of recall.
- c. During the layoff period a teacher will be considered to be on a leave of absence without pay.
- d. Teachers laid off shall have preference for all substitute assignments in their area of qualification.
- e. The first time a teacher recalled under this provision refuses the vacancy, that teacher shall be removed from the recall list.

ARTICLE 5
TEACHING HOURS AND TEACHING PROGRAMS

5-01 Work Day

The work day for all teachers shall be as follows: 7:45 a.m. - 2:30 p.m. The student day shall be 8:00 a.m. - 2:15 p.m. The work day for Guidance Counselors, Department Heads and Coordinators shall be 7:30 a.m. to 3:00 p.m. with the exception of the Secondary Coordinator and the Out of District Coordinator. Their hours are 7:30 a.m.- 3:30 p.m. The workday for Deans will be 7:00 a.m. to 4:00 p.m. The parties agree to review the job description for Deans prior to the close of the 2013-2014 school year.

1. The School Committee reserves the right to change the school day but will not lengthen the school day or year without prior negotiations with the Association, except to comply with changes in state laws or regulations of the Massachusetts Department of Elementary and Secondary Education. The School Committee reserves the right to change the starting and dismissal times to meet other than normal situations. The Association will be notified in advance of any changes.
2. Personnel other than the classroom teachers are required to work at their assigned tasks for at least the length of the regular teachers workday. 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.
3. Open-response questions should be kept at a minimum to be passed in to the Director of Curriculum.

Those open-response questions submitted to the Director of Curriculum, and considered to be exceptionally written should be reproduced and shared with appropriate grade levels. It is agreed that this subject shall be an agenda item for the Academics Committee.

4. Teachers' attendance is a private matter between the Administrator and the teacher. Monthly attendance reports should not be for publication. It is further agreed that attendance shall be an agenda item for the Professional Standards Committee.

5-02 Work Year

The work year will begin the Monday before Labor Day for teachers. The Tuesday before Labor Day will be the first day of school for students. The Friday before Labor Day will be a school day. Students will be dismissed at 12 noon. The teacher workday will end at 1:00 P.M.

Primary Day (3rd. Tuesday in September) and Election Day (1st Tuesday in November) shall be scheduled workdays for professional development.

Teachers will work 186 instructional days, 189 work days. Teachers at the Devens School will work 210 instruction days, 213 workdays. The first and last day of the

school year shall be one-half days for students. The last day for teachers shall be the last day for students. On the last day of school for the students, teachers shall be required to stay until the necessary work is completed or no later than 3:30 p.m.

Teachers new to Everett shall be required to participate in an Orientation Program for the full school year beginning with a four-day workshop to be conducted prior to the start of the regular work year.

The work year for Department Chairs and Coordinators shall be 204 days with the exception of the out of district coordinator who must have to work 215 days.

The work year for Guidance Counselors shall be 194 days. Counselors may be required to work up to an additional five days at the Counselor’s per diem rate of pay. The scheduling of the days will be set as part of the work year and will, to the extent possible, be worked out with the Director of Guidance.

5-03 Days School Not in Session

Days not in session shall include every Saturday and Sunday; Labor Day, Columbus Day, Veterans’ Day, from noon of the day before Thanksgiving Day and the day following; Christmas week; New Year's Day; Martin Luther King Day, week of February holiday; the week of April holiday, Memorial Day, and the summer recess. When any of the single days named above shall occur on Sunday, the day following shall be the holiday. In addition to these non-school days, the Chairman of the School Committee may instruct the Superintendent to dismiss all the schools on extraordinary occasions of general interest.

5-04 Meetings, Conferences, Evening Supervision

- 4. Teachers may be required to be at school in addition to the regular workday without additional compensation, not to exceed a total of nineteen (19) hours, to attend staff and professional development meetings called and authorized by the Superintendent of Schools. Attendance at these meetings is beyond meetings called by the Principal. Teachers will be given two (2) days’ notice of these meetings. All meetings will be concluded by 4:30 P.M. Principal meetings will end by 4:00 p. m.

Teachers absent on conference days or nights will make up the meeting on a date and time acceptable to the Principal.

- 1. The Professional Development schedule for the first week of the school year is:
 - Monday 1:00 p.m. - 4:00 p.m.
 - Tuesday 1:00 p.m. - 4:00 p.m.
 - Wednesday 1:00 p.m. - 4:00 p.m.
 - Thursday 1:00 p.m. - 4:00 p.m. (Total of six hours of contracted nineteen hours)

Any time remaining within the nineteen (19) hours shall be scheduled at the discretion of the Administration, with input from the Association. Two week notice shall be given. Meetings shall end by 4:30 p.m.

2. Teachers may be required to attend up to four evening parent conferences each year. One of these meetings will be the "Know Your School Better" meeting.
3. All school teachers will be assigned up to two (2) night supervisions per year on a rotating basis.

5-05 School-time Conferences

No teacher, while in charge of pupils, shall consume any portion of his time during school sessions in conferring with parents, relatives, or guardians of pupils nor with any other persons, except when deemed an extreme emergency or an unusual circumstance by the principal.

5-06 Preparation

1. Each elementary teacher shall have one 45 minute preparation period each day. Elementary teachers will supervise student lunch with the time used as part of the thirty minute duty free lunch. The supervision will be on a rotating basis. Each school shall work out a rotation plan that is acceptable to the principal and a majority of the teachers. All staff at the schools will assist in the rotation. Head teachers who have a full teaching assignment shall not be required to supervise student lunch. An elementary teacher shall be compensated at the rate of 1/12 of the per diem rate for a lost preparation period.

Teachers may leave the building during preparation periods with the permission of the Principal or his/her designee.

2. All secondary teachers shall have five (5) preparation periods per week during which they will not be assigned to any other duties. Every effort shall be made to schedule said preparation periods to provide all secondary teachers with a daily preparation period.
3. Teachers scheduled for study halls may be reassigned to supervise as a resource teacher, to tutor students, or to conduct S.A.T. reviews and personal typing classes. Teachers shall not be reassigned from study halls for the above purpose more than twice in a six (6) day cycle. The Superintendent will consider volunteers prior to assignments being made.
4. Teachers will not be assigned to Internal Suspension more than one (1) period per quarter.

5-07 Assignments

1. Not later than ten (10), days prior to the close of school, all teachers shall receive their teaching assignments for the coming year.
2. All teachers appointed or elected are subject to assignment by the Superintendent of Schools within their respective fields.
3. Teachers who will be affected by a change in grade or subject assignment will be notified and consulted by their principals, if at all possible, ten (10) days prior to the close of school.
4. The Committee and the Association agree that if an elementary teacher is absent, every effort will be made to provide a substitute. If no substitute can be found, class coverage payments will be made to any teacher(s) who are required to cover an additional class(es) or fraction thereof. Payments shall be paid at a sum equal to the substitute's pay. In the case of classes that are fractionalized, each teacher involved in covering said class(es) will receive a pro rata fraction of the aforementioned payment.

5-08 Afternoon Sessions

Teachers shall detain those pupils after the close of school, those students who are in need of extra help and/or to make up lessons as follows:

Grades Pre –K through 12: two times per week, 2:30 pm-3:00 pm, as scheduled by the building Principal.

Teachers shall not be required to perform school-wide detention, which shall be a function of the administrator. Each secondary teacher in the bargaining unit shall be assigned a particular day of the week (which may be reasonably altered from time to time upon reasonable notice to the principal of the building) on which he or she shall be available within his or her usual room or shop following the above schedule for the purpose of providing students with an opportunity for extra instruction, make-up instruction and for other educational purposes.

5-09 Attendance

All attendance shall be computerized in a standardized system in order that no teacher shall be required to keep registers.

ARTICLE 6
ELECTIONS AND TRANSFERS

- 6-01 Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of the school year to be considered for the next school year. Said requests shall be in effect for one school year. All requests shall be acknowledged in writing and teachers will be notified of the status of the requests.
- 6-02 A teacher's area of competence, major and/or minor field of study, attendance record, quality and length of service in the Everett Public Schools will be considered in determining whether a request will be granted.
- 6-03 When a teacher is to be involuntarily transferred, the teacher's area of competence, major and/or minor field of study, attendance record, quality and length of service in the Everett Public Schools will be considered in determining whether the teacher shall be involuntarily transferred.
- 6-04 Exceptions to the provisions of 6-02 and 6-03 may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- 6-05 In the event of the closing of a school or a reorganization, the Association will be consulted regarding said assignment or transfer prior to any action affecting any teacher under this article.
- 6-06 Before a teacher is assigned or transferred involuntarily to a particular school, the teacher will be consulted regarding said assignment or transfer.
- 6-07 A list of open positions in the schools will be given at the time of notice of involuntary transfer to any teacher being involuntarily transferred.

ARTICLE 7
VACANCIES AND PROMOTIONS

7-01 Posting Of Promotional Vacancies, Creation of New Positions, or Appointments to Temporary Positions

Whenever a promotional vacancy is to be filled or a new position created, the Superintendent of Schools shall be required to notify in writing all School Department personnel and may advertise outside the School Department that appointment to such position which is to be made and that all interested candidates shall file written application with the Superintendent of Schools within two (2) weeks from date of such notice.

Notification of all vacancies will be forwarded to the President of the Association and staff by June 1.

No appointment shall take place for a period of at least two (2) weeks subsequent to the giving of such written notice.

7-02 Positions in Summer School, Evening School, and Under Federal Programs

All openings for Summer School and Evening School positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

Positions in the Everett Summer School and Evening School and positions under Federal Programs will, to the extent possible, be filled first by regularly appointed teachers in the Everett Public Schools. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Everett Public Schools. Also, assignments made in Summer School, Evening School and tutoring shall be made after consideration is given to all applicants.

Applicants for all Summer School and Evening Positions will be informed of the action taken on their application once a decision has been made.

7-03 Promotional Salary Placement

Upon appointment or promotion, a teacher will be placed on the proper step of the salary schedule according to experience and preparation and maintained on the proper salary position according to the same criteria.

7-04 Athletic and Extra-Curricular Positions

For the 2014-2015 school year all will receive a four percent increase.

Appointments to athletic and extra-curricular positions shall be made solely on the basis of qualifications and merit, except that, all other things being equal, preference will be given to qualified teachers already employed by the Everett School Committee.

All Extra-Curricular positions will be advertised and included in this Agreement.

ARTICLE 8
CLASS SIZE

The Committee and the Association agree that class size is an important factor in providing quality education. To that end, the Committee agrees to work toward the following goals:

1. K-8 – Not to exceed 22 pupils per class.
2. Grades 9 – 12 – Not to exceed 25 pupils per class.
3. Alternative Education Classes – Not to exceed 20 students per class.

ARTICLE 9
TEACHER EVALUATION

9-01 Procedure

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

Attendance shall be a factor in the evaluation of teachers.

Teachers shall be evaluated pursuant to the Everett Educator Evaluation Process, Appendix B of the agreement.

9-02 Personnel File

Teachers will have the right, upon request, to review the contents of their personnel file with the exception of recommendations provided by outside individuals or agencies. Copies of all graduate transcripts shall be placed in the personnel file if they are provided by the teacher. A teacher will be entitled to have a representative of the Association accompany him during such review.

The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance.

However, no material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher will acknowledge that he had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right

to submit a written answer to such material and his answer shall be reviewed by the Superintendent of Schools and attached to the file copy. All teachers shall be required to affix their signatures to evaluations or other written material placed

within their files. Such signature shall simply acknowledge that the teacher has seen the document and in no way shall indicate agreement with the contents thereof.

- 9-03 Any complaint of any kind regarding a teacher made to an administrator or reported to him as having been made by any person will be promptly called to the attention of the teacher prior to its placement in the personnel file.

ARTICLE 10 ACADEMIC FREEDOM

- 10-01 It is agreed that the private and personal life of an individual covered by this agreement is not an appropriate concern of the School Committee except to the extent that it may interfere with such individual's responsibilities to the relationship with students and/or the school system.
- 10-02 No religious and/or political activities of any such individual (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such individual.
- 10-03 There shall be no discrimination, interference, restraint or coercion by the School Committee or its agents against any individual covered by this agreement because of membership or non-membership in the Association. The services of the Everett Teachers Association in its capacity as bargaining agent shall be available to all employees in the unit covered by this agreement.

ARTICLE 11 TEACHER FACILITIES

The School Committee agrees to work toward the following facilities for each school:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. In each building (as buildings are opened or updated), a work area shall be equipped with the following:
 - a. Copier
 - b. Computer/printer
 - c. Materials for the above
 - d. Phone
3. An appropriately furnished room to be reserved for the exclusive use of the teacher as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.

4. A serviceable desk and chair for the teacher in each classroom.

ARTICLE 12 ASSOCIATION BENEFITS

12-01 Use of Buildings

The Association will be granted the use of school buildings without cost at reasonable times for meetings. All requests must be made to the Superintendent's Office. The principal of the building in question will be notified in advance of the time and place of all such meetings by the Superintendent's Office.

12-02 Bulletin Board and Notices

Each faculty lounge will have one (1) bulletin board in a reserved area for the exclusive purpose of displaying notices, circulars, and other Association material. The Superintendent or his designee will receive a copy of all notices and material for approval and such approval will be required prior to the posting and distribution, except notices of meetings. Such approval will not be unreasonably held or delayed.

12-03 Released Time for the President of the Association

If the president of the Association is a secondary teacher, he/she shall be allowed release time for five (5) periods each week during which the president shall be freed from all responsibilities and duties. If the President is an elementary teacher, the release schedule shall be mutually determined by the Superintendent and the President.

ARTICLE 13 ALLOWANCE FOR ABSENCE

Effective the first day of 2011-2012 school year, all time missed during a normal school day for any reason, including but not limited to; tardiness, medical appointments, family medical issues, educational and other issues, child care issues, or leaving school for any reason shall be deducted in hourly increments from personal leave. Time lost during the day to illness shall be deducted from sick leave.

Teachers absent for other causes than illness shall forfeit their pay for the time absent, except as herein provided, and unless the School Department shall otherwise determine.

Teachers who commenced employment during the 2012-2013 school year and all employees hired thereafter shall be granted ten (10) days of sick leave per year. All teachers hired prior to the 2012-2013 school year shall be granted fifteen (15) days of sick leave per school year.

The unused portion of the annual sick leave is to be cumulative to one hundred and five days (105) with full pay with the full understanding that the "bank" of cumulative sick leave is never to exceed the 105 days plus the current fifteen (15) days allowed.

Eligibility for payment of salary during an extended sick leave is to be based upon certification every two (2) weeks by the attending physician.

At the discretion of the Superintendent, teachers absent for the following reasons may be allowed full pay with the understanding that the time lost will be deducted from their sick leave for the current year: Jewish holidays by persons of the Jewish faith and serious illness or emergency in the immediate family.

In case of the death of father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, no reduction of salary will be made for absence not exceeding four (4) days. In the case of the death of a grandchild, a teacher shall be granted two (2) days leave. Funeral leave of one day shall be granted for grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law. Reduction of salary for other absences on account of death shall be left to the discretion of the Superintendent of Schools.

Those allowances for absence are not made before service has actually begun with the exception of the sick leave allowance which shall be granted to teachers with Professional Status who, because of serious illness, satisfactorily attested to in detail by a certificate from the attending physician, are unable to report for service at the beginning of the school year in September.

Sick Leave Bank: There shall be a Sick Leave Bank (Bank). Said Bank shall function for the use of bargaining unit members who, due to reasons of their extraordinary illness, have exhausted their accumulated sick leave.

1. Each bargaining unit member shall contribute one (1) day of his/her accumulated sick leave into the Bank.
2. Bank days shall not be used until after a teacher's sick leave days have been exhausted. However, teachers may apply to the Bank prior to the exhaustion of their personal sick leave.
3. An individual teacher's initial request shall not exceed thirty (30) days. Upon completion of the initial thirty (30) days allotment, the entitlement may be extended by the Sick Leave Bank Committee upon continued demonstration of need by the applicant. Subsequent grants, if any, shall be in allotments of not more than thirty (30) days. The aggregate total of allotment to an individual for any particular illness shall not exceed one (1) teacher work year.
4. All requests for days from the Bank must be accompanied by the reason and must be approved by the Sick Leave Bank Committee.
5. Entitlement to sick days from the Bank shall be based upon:
 - (a) Demonstration of a serious or extended illness;
 - (b) Physician's medical certificate;
 - (c) Prior utilization of sick leave.
6. The Sick Leave Bank Committee shall consist of four (4) members of the Association appointed by the Association President with the consent of the Executive Board. A fifth member will be from Central Administration (either the Superintendent of Schools or the Assistant Superintendent).

7. The Sick Leave Bank Committee may from time to time promulgate rules and regulations concerning the operation of the Bank. Their decisions relative to rules and regulations, eligibility and entitlement shall be final and binding and not subject to any appeal either contractual or statutory.
8. By a majority vote of the Sick Leave Bank Committee, bargaining unit members shall contribute one (1) additional sick leave day to the Bank when the total number of days in the Bank falls below thirty (30). There shall be no more than three (3) one day contributions to the Bank per school year.
9. At the end of each school year those days remaining in the Bank shall continue in the Bank and shall be available for use during the following or future school years.
10. Teachers who do not use a sick day during the school year will receive one day's pay at his/her per diem rate, payable in the first payroll period of the following school year in a separate check. The per diem rate shall be at the rate paid for the year of perfect attendance.

ARTICLE 14
TEMPORARY AND EXTENDED LEAVE

14-01 Sabbatical Leave

Every seven (7) years all elected classroom teachers and other faculty members shall become eligible for a sabbatical leave of one year, for study or other educational purposes, at one-half their annual salary. All requests for such leave must receive the approval of the Superintendent and be submitted to him at least six (6) months prior to the last School Committee meeting in June. When the request for sabbatical leave has been approved, the recipient of such approval must sign a contract to remain in the Everett School System two (2) years subsequent to the completion of the leave.

A one year leave of absence at full pay will be granted to a teacher for the purpose of attending and filling the residency requirement in the pursuit of a Doctoral Degree. The Degree shall be in a program approved by the Superintendent of Schools. The teacher will be selected by the Superintendent of Schools. The teacher will enter into an agreement that he/she will serve five full years in the Everett Public Schools upon return from the leave.

A teacher failing to meet the requirement must repay to the Everett School System an amount equal to all compensation received during the leave. Said amount to be due at the time the teacher leaves the system.

14-02 Leave of Absence to Teach with Armed Forces

Teachers may be granted a leave of absence of one year, without pay, to teach with The Armed Forces. No more than one extension of one (1) year of such leave shall be granted and said teachers will receive any increases in salary and credit as though he or she had taught that year in Everett.

14-03 Maternity/Parenting Leave

A teacher who is pregnant may remain in active service until the termination of her pregnancy, provided that at the end of the fourth month of pregnancy she furnishes an appropriate medical certificate of her fitness to continue in her position. In subsequent months a teacher may be required to furnish further medical certification. At the end of the seventh month of pregnancy, she must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of birth; and provided further that a teacher may be required to begin her leave under this Article if the Superintendent determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave. A physician's certificate of fitness may be required before a teacher may return to her position.

Teachers who take the maximum unpaid leave of absence, up to, but not exceeding two years, are required to return on the first day of school. If a teacher decides to return sooner, said teacher will return at the beginning of the quarter, provided the teacher specifies that quarter when she will request the parenting leave. A teacher who elects to take a parenting leave may return at a time earlier or later than the designated return date at the discretion of the Superintendent. A parenting leave includes births and adoptions.

A teacher who is on parenting leave shall not be entitled to accrue paid sick leave during the period of such leave. In determining the placement on the salary schedule of a teacher who returns from a parenting leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began, if the teacher completed at least one hundred-twenty (120) school days of teaching during said school year; otherwise the teacher shall return to the step on the salary schedule which said teacher held prior to the commencement of such leave, and will be assigned to any school where a vacancy occurs.

14-04 Personal Injury Benefits

The Committee agrees to provide coverage for the teachers in the bargaining unit under the terms of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth of Massachusetts, Chapter 152.

14-04-01

Any teacher who is entitled to Workmen's Compensation for a work related injury or illness, may apply a pro-rata portion of his sick leave to the period of his disability in order to maintain his regular salary during the period of his disability.

14-05 Military Leave

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

14-06 Personal Business Leave

Teachers shall be allowed one (1) day off for personal business, exclusive of sick leave, each year. All requests shall first be submitted to the principal for his/her recommendation prior to being forwarded to the Superintendent. Teachers will be allowed to accumulate two (2) personal days. Personal Business Leave Days may be used in hourly increments.

Personal leave shall not be granted during the final two (2) weeks of the school session, the day before or after a vacation or holiday, except in cases deemed to be an emergency by the Superintendent.

Teachers in their first year of employment shall have worked 120 days before being eligible for a personal day.

14-07 Professional Days

When a day is allowed for such a purpose as visiting schools or attending a convention, payment is due such teachers only as it conforms to the obvious purpose of the School Committee in allowing the day.

14-08 All teachers who have been granted leave with pay shall accrue all benefits of a regularly appointed teacher. The exception shall be that those on Sabbatical Leave shall not accrue sick leave for the period of their sabbatical, but shall retain their bank of sick leave previously accrued.

14-09 Teachers who serve on jury duty shall be compensated at the rate of their per diem less any monies paid them by the court for participating in such duty.

14-10 The Everett School Department will allow a teacher leave if there is good and sufficient reason, recommended by the Superintendent. Teachers must have ten (10) years experience, request leave by April 1st, and no more than ten (10) leaves in one year will be allowed.

14-11 Any teacher on leave of absence must notify the Superintendent of Schools of the anticipated date of return no later than April 1 prior to the opening of school.

ARTICLE 15
SUBSTITUTE TEACHERS

Positions which shall be vacant for at least one (1) semester will, to the extent possible, be filled by personnel who have met the state certification requirements. After twenty (20) consecutive school days, such certified teacher shall be paid at the base minimum of a classroom teacher. If a certified substitute teacher is unavailable, such vacancies shall be filled by qualified non-certified personnel.

ARTICLE 16
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

16-01 In-Service

The Committee will sponsor an in-service course each year.

16-02 Course Approval

On or before October 15 of each year, teachers must present to the Superintendent for approval, the courses which they plan to take during the year for professional improvement. In the event of second semester courses, the advance approval must be obtained before January 15, and satisfactory evidence of their completion must be presented to the Superintendent or his designee on or before September 1.

Internet courses given by an accredited College, University or Professional Organization shall be accepted and included for professional development.

The increment for credits earned will be made by the second payroll date in November, retroactive to the first day of school.

16-03 Expenses for Approved Conferences

The Committee will pay the reasonable expenses (including fees, meals, and lodging and/or transportation) incurred by teachers who attend outside workshops, seminars, conferences, and conventions or other professional improvement sessions approved in advance by the Superintendent of Schools. Such workshops, seminars, conferences, or other professional improvement sessions must be of direct benefit to the Everett Public Schools and a written report must be submitted to the Superintendent. The Superintendent, at his discretion, may give release time without paid expenses when, in his judgment, the improvement session is of an educational nature.

ARTICLE 17
ANNUITY PLAN

Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE 18
PAYROLL DEDUCTIONS

18-01 Dues Deductions

The Committee hereby accepts the provisions of Section 17C, Chapter 180 of the General Laws of Massachusetts and shall certify to the City Treasurer all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

18-02 Agency Service Fee

Pursuant to the provisions of Section 12 of G.L. c.150E, as a condition of continued employment, any bargaining unit member who is not paying dues to the Association shall pay Agency Service Fee to the Association as exclusive bargaining agent. Said fee shall be paid to the Association pursuant to the provisions of Section 18.01 above. The treasurer of the Association shall annually certify to the Committee the amount of said fee.

ARTICLE 19
PROTECTION

The Committee shall indemnify a teacher in its employ for expenses of damages sustained by him for reason of an action or claim against him arising out of the negligence of such teacher or other act of his resulting in accidental bodily injury to or the death of any person, or in accidental damage to or destruction of property, which acting as such teacher, and may indemnify a teacher in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by him while acting as such teacher; provided, in either case, that after investigation it shall appear (any reasonable doubt as to this point shall be resolved in favor of the teacher) to the Committee that such teacher was, at the time the cause of action or claim arose, acting within the scope of his employment and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this provision shall have been made by the City Solicitor upon the request of the Committee, or if such City Solicitor fails or refuses to defend such action or claim, by an attorney employed by such teacher. The Committee shall appropriate funds for purpose in the same manner as appropriations for General School Purposes.

ARTICLE 20
SEVERANCE PAY

Upon retirement or death, a teacher or estate will be paid fifty dollars (\$50.00) per day of unused sick leave accumulated up to a maximum of one hundred twenty (120) days to be paid on or before August 1 at the discretion of the Superintendent.

ARTICLE 21
JOB DESCRIPTIONS

21-01 A periodic evaluation of the staff structure shall be conducted by the School Committee every five (5) years.

21-02 Written descriptions of necessary duties, organizational relationships, and accompanying responsibilities shall be identified for each class of position. Specific lines of responsibility and authority shall be clearly defined for all administrative and teaching positions in the school system. With teacher cooperation, this program will commence this year.

ARTICLE 22
SCHOLARSHIP STANDARDS

The grade entered into the pupil's record by the teacher represents his evaluative judgment. The teacher shall be considered to be expert in evaluating the work of the student and his integrity in grading the pupil shall be respected. The grade given by the teacher shall not be changed by another person.

The teacher, in turn, may be required by the administration to submit a written report to substantiate any unusual deviation from accepted standards of grading.

ARTICLE 23
GENERAL

23-01 Tutoring

No teacher shall accept compensation for instructing any pupil in any subject in which the pupil has been in that teacher's class in the subject for any part of the school or calendar year within which the instructing is done. Regularly appointed teachers in the Everett Public Schools shall be given preference in tutoring assignments.

23-02 Just Cause

No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause.

23-03 Unassigned non-certified teachers

Effective on the first day of the 2013-2014 school year, unassigned non-certified teachers shall be paid \$35,000 per year.

Teacher Salary Schedule

- Effective April 1, 2013, the base salary shall be increased by 2%
- Effective on the first day of the 2013-2014 teacher work year, all salary items shall be increased by 3%
- Effective on the first day of the 2014-2015 teacher work year, all salary items shall be increased by 4%
- Teachers at the Devens School working the 213 day school year, shall be compensated pursuant to the 213 school day salary schedule

Appendix A

A-01 Teaching Differentials -

Class Master	\$3,000 1 st step	\$3,000 2 nd step	\$6,000 Total
Dean of Students	\$5,000 1 st step	\$5,000 2 nd step	\$10,000 Total
Department Chair	\$5,790		
Guidance Counselor	\$2,800		
Head Teacher Elementary	\$3,000		
Reading Teacher	\$565		

Supervisor of Data Processing: The stipend for the Supervisor of Data Processing is \$4,000 for the employee's first year in the position and an additional \$4,000 for the employee's second year in the position, for a total of \$8,000. The work day assigned to this position is 7:30 a.m. to 3:30 p.m. The work year assigned to this position is the contractual teacher work year plus an additional thirty-one work days.

- A-02 All teachers shall be placed on the proper step of the salary scale, in accord with creditable years of experience allowed them at the time of entering the employ of the Everett Public Schools. The allowance shall be on a step rate in accord with the salary scale.
- A-03 Salary increments will be granted to advance to the next step on the salary scale on the first day teachers report for the new school year, following the first year of employment in the Everett Public Schools.
- A-04 Salary increments shall be dependent upon the Rules and Regulations of the Everett School Committee and the recommendation of the Superintendent of Schools.

Teaching experience in public and private schools may be taken into account in determining the initial salary of any person. To be eligible for the annual or any increase in salary, the teachers must show evidence of professional growth or particular merit and must be recommended by the principal, by the Superintendent, and by the Committee of Teachers.

Uncertified and unassigned teachers will not advance steps on the salary schedule. Such persons will be frozen at his/her current level.

Substitute Rate

The pay of substitutes shall be at the rate of \$50 a day.

Positions which shall be vacant for at least one semester shall, to the extent possible, be filled by personnel who have met the state certification requirements in the specific area. After 20 consecutive school days, such certified substitute will be paid at the base minimum of the classroom teacher. If a certified substitute teacher is unavailable, such vacancies will be filled by qualified non-certified personnel.

A-05 Home Instruction

The rate of pay shall be \$30.00 per hour as of September 1, 1999

A-06 Evening School

Effective September 1, 1993, the rate shall be \$28.69 per hour for Evening School Principals and \$30.00 stipend for Evening School Teachers.

A-07 Summer School

Effective September 1, 1993, the rates shall be the same as the Evening School rates set forth in A-07 above.

The professional improvement maxima is established whereby:

- (a) All classroom teachers and other faculty members shall be eligible to receive additional increments in accordance with the salary schedule for each six semester hours of educational courses taken beyond the present super-maxima. Such additional courses must be taken after January 1, 1955.
- (b) All classroom teachers and other faculty members who have attained the present super-maxima and do not possess a Master's degree shall be eligible for an additional professional improvement increment as soon as they submit evidence of having completed at least nine semester hours of professional improvement courses taken after January 1, 1955, and their right to additional incentive increments shall be contingent upon their submission of nine semester hours of credit for each additional increment. Credit may be accumulated any year after January, 1955.
- (c) All classroom teachers and other faculty members who possess a Certificate of Advanced Graduate Study or 36 semester hours of approved educational courses beyond the Master's degree from an accredited institution as certified by the New England Association of Colleges and Secondary Schools taken after January 1, 1966, shall receive this allowance as of September 1 after their submission and approval. As of September 1, 1975, these requirements shall be a Certificate of Advance Graduate Study or 30 semester hours of approved educational courses.
- (d) All classroom teachers and other faculty who possess an earned Doctorate degree from an accredited institution as certified by the New England Association of Colleges and Secondary Schools or other accredited agency shall be eligible to be

paid in accordance with the salary schedule. All with a Doctorate degree as of January 1, 1966, shall receive this allowance as of the date, and thereafter all others receiving a Doctor's degree shall be given the allowance as of September 1 following submission of proof of Doctorate degree from an accredited institution.

- (e) Effective September 1, 2011, Juris Doctorate will be paid on the Doctorate Level Scale.

All incentive increments shall be effective September 1 following the submission of the necessary credits. Teachers must work one hundred-twenty (120) days in a school year to be eligible for longevity movement.

A-08 Longevity (Effective September 1, 2002)

At the completion of 15 years of service	\$1,200
At the completion of 20 years of service	\$1,500
At the completion of 25 years of service	\$1,800
At the completion of 30 years of service	\$2,400
At the completion of 35 years of service	\$2,700
At the completion of 40 years of service	\$3,000

It is agreed that the longevity allowance will be paid automatically in one lump sum on the first pay period in December. It is agreed the longevity payment will be in a separate check.

A-09 Mentors Stipend is \$2,000

	<u>Step 1</u>	<u>Step 2</u>
A-10 Health /Wellness Coordinator	\$3,000	\$6,000
Grant Coordinator	\$3,000	\$6,000
ELL Coordinator	\$3,000	\$6,000
Music Coordinator	\$3,000	\$6,000
Art Coordinator	\$3,000	\$6,000
Library Coordinator	\$3,000	\$6,000
Title I Coordinator	\$3,000	\$6,000
Technology Coordinator	\$3,000	\$6,000
Elementary Special Education Coordinator	\$3,000	\$6,000
Physical Education Coordinator	\$3,000	\$6,000
Clinical Behavior Specialist Facilitator	\$3,000	\$6,000
Secondary Special Education Coordinator	\$5,000	\$10,000
Out of District Special Education Coordinator	\$7,000	

EXTRA CURRICULAR-ATHLETICS

EXTRACURRICULAR/ATHLETICS SALARIES FOR 2013-2014 SCHOOL YEAR

(These salaries include the 2% salary increase for FY 13 and
the 3% salary increase for FY 14.)

<u>Position</u>	<u>FY14</u> <u>Salary</u>	<u>FY15</u> <u>Salary</u>
Academic Decathlon Team Advisor	\$1,628.00	\$1,693.00
Academic Team Coach-English	\$ 788.00	\$ 820.00
Academic Team Coach-Whittier	\$ 788.00	\$ 820.00
Academic Team Coach-Keverian	\$ 788.00	\$ 820.00
Academic Team Coach-Parlin	\$ 788.00	\$ 820.00
Academic Team Coach -Lafayette	\$ 788.00	\$ 820.00
American Red Cross Advisor	\$1,366.00	\$1,421.00
Anime Club Advisor	\$1,628.00	\$1,693.00
Asian Club Advisor	\$1,628.00	\$1,693.00
Book Club Advisor	\$1,628.00	\$1,693.00
Chess Club Advisor	\$1,628.00	\$1,693.00
Computer Club Advisor	\$1,628.00	\$1,693.00
Crimson College Club	\$1,628.00	\$1,693.00
Crimson Fashion Club	\$1,628.00	\$1,693.00
Debate Club Advisor	\$1,612.00	\$1,676.00
Drama Club Advisor	\$3,677.00	\$3,824.00
Drama Club Asst. Advisor	\$2,627.00	\$2,732.00
Drama Club Artistic Assistant	\$ 525.00	\$ 546.00
Future Chef's Club Advisor	\$2,627.00	\$2,732.00
Future Chef's Club Assistant Advisor	\$1,628.00	\$1,693.00
Future Educators Advisor	\$1,366.00	\$1,421.00
Gay/Straight Alliance Advisor	\$ 788.00	\$ 820.00
Green Monster Club Advisor	\$1,628.00	\$1,693.00
Haitian Club Advisor	\$1,628.00	\$1,693.00
Hispanic Honor Society	\$1,628.00	\$1,693.00
History Club Advisor	\$1,612.00	\$1,676.00
Homecoming Coordinator	\$2,627.00	\$2,732.00
Italian Club Advisor	\$1,628.00	\$1,693.00
Junior Class Advisor	\$1,628.00	\$1,693.00
Key Club Advisor (2 positions)	\$1,366.00	\$1,421.00
Latin Club Advisor	\$1,628.00	\$1,693.00
Marine Biology Club	\$1,628.00	\$1,693.00
Math Club Advisor	\$1,628.00	\$1,693.00
Memorial Day Coordinator (2 positions)	\$2,627.00	\$2,732.00
Meteorological Society Advisor	\$1,366.00	\$1,421.00
Mock Trial Advisor	\$2,627.00	\$2,732.00
Music Club Advisor	\$3,677.00	\$3,824.00
National Honor Society Advisor	\$2,627.00	\$2,732.00
Newspaper Advisor	\$2,627.00	\$2,732.00
Philosophy Club	\$1,628.00	\$1,693.00
Photography Club Advisor	\$2,627.00	\$2,732.00
Poetry Club Advisor	\$1,628.00	\$1,693.00
Robotics Club Advisor	\$3,677.00	\$3,824.00
Science Club Advisor	\$1,612.00	\$1,676.00
Senior Class Advisor	\$1,628.00	\$1,693.00

Sew-So Club	\$1,628.00	\$1,693.00
Special Olympics Head Coach	\$3,677.00	\$3,824.00
Special Olympics Assistant Coach	\$2,627.00	\$2,732.00
STEM Club Advisor	\$2,101.00	\$2,185.00
STEM Club Assistant Advisor (2 positions)	\$1,576.00	\$1,639.00
Step Dance Team Advisor	\$1,576.00	\$1,639.00
WWE Club	\$1,628.00	\$1,693.00
Yearbook Advisor	\$4,728.00	\$4,917.00

Music-Marching Band

Band Director, Fall/Spring	\$8,405.00	\$8,741.00
Assistant Band Director	\$3,677.00	\$3,824.00
Associate Band Director	\$3,677.00	\$3,824.00
Percussion Instructor	\$2,416.00	\$2,513.00
Percussion Instructor	\$2,416.00	\$2,513.00
Visual Designer	\$2,416.00	\$2,513.00
Music Instructor	\$1,471.00	\$1,530.00
Drill Instructor/	\$1,943.00	\$2,021.00
Drill Instructor/Colorguard	\$1,943.00	\$2,021.00
Front Ensemble Instructor	\$1,471.00	\$1,530.00
Vocal Coach	\$2,627.00	\$2,732.00

Music-Winter Season

Percussion Director	\$3,257.00	\$3,387.00
Percussion Instructor	\$2,416.00	\$2,513.00
Percussion Instructor	\$1,471.00	\$1,530.00
Percussion Instructor	\$1,471.00	\$1,530.00
Percussion Instructor	\$1,471.00	\$1,530.00
Color Guard Instructor	\$1,471.00	\$1,530.00
Color Guard Instructor	\$1,471.00	\$1,530.00
Color Guard Instructor	\$1,471.00	\$1,530.00
Front Ensemble Instructor	\$1,471.00	\$1,530.00
Visual Designer Percussion	\$3,152.00	\$3,278.00
Dance Instructor (Pop Vox)	\$1,471.00	\$1,530.00
Jazz Band Instructor	\$2,627.00	\$2,732.00
Lafayette School Dance Instructor (3 positions)	\$ 525.00	\$ 546.00

Athletics

Baseball Coach	\$4,413.00	\$4,590.00
Baseball Assistant Coach	\$3,677.00	\$3,824.00
Baseball Assistant Coach	\$2,627.00	\$2,732.00

Baseball JV Coach	\$2,627.00	\$2,732.00
Baseball Freshman Coach	\$2,627.00	\$2,732.00

EHS Boys Basketball Coach	\$4,413.00	\$4,590.00
EHS Boys Basketball Assistant Coach	\$3,677.00	\$3,824.00
EHS Boys Basketball Assistant Coach	\$2,627.00	\$2,732.00
EHS Boys Basketball Assistant Coach	\$2,627.00	\$2,732.00
EHS Boys Basketball JV Coach	\$2,627.00	\$2,732.00
EHS Boys Basketball Freshman Coach	\$2,627.00	\$2,732.00

EHS Girls Basketball Coach	\$4,413.00	\$4,590.00
EHS Girls Basketball Assistant Coach	\$3,677.00	\$3,824.00
EHS Girls Basketball JV Coach	\$2,627.00	\$2,732.00
EHS Girls Basketball Freshman Coach	\$2,627.00	\$2,732.00

Basketball Cheerleader Coach	\$2,627.00	\$2,732.00
Basketball Cheerleader JV Coach	\$1,471.00	\$1,530.00

Football Cheerleader Coach	\$2,627.00	\$2,732.00
Football Cheerleader Assistant Coach	\$1,471.00	\$1,530.00
Hockey Cheerleader Coach	\$2,627.00	\$2,732.00
Hockey Cheerleader Assistant Coach	\$1,471.00	\$1,530.00
Field Hockey Coach	\$3,677.00	\$3,824.00
Field Hockey Assistant Coach	\$2,627.00	\$2,732.00
Field Hockey JV Coach	\$2,627.00	\$2,732.00
Field Hockey Freshman Coach	\$2,627.00	\$2,732.00
Football Coach	\$11,557.00	\$12,019.00
Football Assistant Head Coach	\$6,304.00	\$6,556.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Assistant Coach	\$3,677.00	\$3,824.00
Football Freshman Coach	\$2,627.00	\$2,732.00
Football Freshman Assistant Coach	\$1,576.00	\$1,639.00
Football Freshman Assistant Coach	\$1,576.00	\$1,639.00
Football Freshman Assistant Coach	\$1,576.00	\$1,639.00
Football Freshman Assistant Coach	\$1,576.00	\$1,639.00
Football Freshman Assistant Coach	\$1,576.00	\$1,639.00
Football Equipment Manager	\$3,152.00	\$3,278.00
Golf Coach	\$3,677.00	\$3,824.00
Golf Coach Assistant	\$1,576.00	\$1,639.00
Golf Coach Assistant	\$1,576.00	\$1,639.00
Boys Hockey Coach	\$4,413.00	\$4,590.00
Boys Hockey Assistant Varsity Coach	\$3,677.00	\$3,824.00
Boys Hockey Assistant Coach	\$1,839.00	\$1,913.00
Boys Hockey Assistant Coach	\$1,839.00	\$1,913.00
Boys Hockey Assistant Coach	\$1,839.00	\$1,913.00
Boys Hockey Assistant Coach	\$1,839.00	\$1,913.00
Boys Hockey Assistant Coach	\$1,839.00	\$1,913.00
Girls Hockey Coach	\$4,413.00	\$4,590.00
Girls Hockey Assistant Coach	\$2,627.00	\$2,732.00
Lacrosse Head Coach	\$3,677.00	\$3,824.00
Lacrosse Assistant Coach	\$2,627.00	\$2,732.00
EHS Boys Soccer Varsity Coach	\$4,413.00	\$4,590.00
EHS Boys Soccer Assistant Varsity Coach	\$2,627.00	\$2,732.00
EHS Boys Soccer Assistant Varsity Coach	\$2,627.00	\$2,732.00
EHS Boys Soccer Assistant Varsity Coach	\$2,627.00	\$2,732.00

EHS Girls Soccer Varsity Coach	\$4,413.00	\$4,590.00
EHS Girls Soccer Assistant Varsity Coach	\$2,627.00	\$2,732.00
EHS Girls Soccer JV Coach	\$2,627.00	\$2,732.00
Softball Coach	\$4,413.00	\$4,590.00
Softball Assistant Coach	\$3,677.00	\$3,824.00
Softball JV Coach	\$2,627.00	\$2,732.00
Softball Freshman Coach	\$2,627.00	\$2,732.00
Boys Tennis Coach	\$2,627.00	\$2,732.00
Girls Tennis Coach	\$2,627.00	\$2,732.00
EHS Cross Country Track Coach	\$3,677.00	\$3,824.00
EHS Cross Country Track Coach Assistant	\$2,627.00	\$2,732.00
EHS Indoor Track Coach	\$3,677.00	\$3,824.00
EHS Indoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Indoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Indoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Indoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Outdoor Track Coach	\$3,677.00	\$3,824.00
EHS Outdoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Outdoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Outdoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Outdoor Track Assistant Coach	\$2,627.00	\$2,732.00
EHS Girls Volleyball Coach (Fall)	\$3,677.00	\$3,824.00
EHS Girls Volleyball Assistant Coach	\$2,627.00	\$2,732.00
Wrestling Coach	\$4,413.00	\$4,590.00
Equipment Manager	\$3,782.00	\$3,933.00
Strength Training Coach	\$4,202.00	\$4,370.00

K-8 INTRAMURAL

English Girls Basketball (7-8)	\$ 525.00	\$ 546.00
English Boys Basketball (7-8)	\$ 525.00	\$ 546.00
Keverian Boys Basketball (7-8)	\$ 525.00	\$ 546.00
Keverian Girls Basketball (7-8)	\$ 525.00	\$ 546.00
Lafayette Boys Basketball (7-8)	\$ 525.00	\$ 546.00
Lafayette Girls Basketball (7-8)	\$ 525.00	\$ 546.00
Parlin Boys Basketball (7-8)	\$ 525.00	\$ 546.00
Parlin Girls Basketball (7-8)	\$ 525.00	\$ 546.00
Whittier Boys Basketball (7-8)	\$ 525.00	\$ 546.00
Whittier Girls Basketball (7-8)	\$ 525.00	\$ 546.00
English Cheerleading	\$ 525.00	\$ 546.00
Keverian Cheerleading	\$ 525.00	\$ 546.00
Lafayette Cheerleading	\$ 525.00	\$ 546.00
Parlin Cheerleading	\$ 525.00	\$ 546.00
Whittier Cheerleading	\$ 525.00	\$ 546.00
English Volleyball	\$ 525.00	\$ 546.00
Keverian Volleyball	\$ 525.00	\$ 546.00
Lafayette Volleyball	\$ 525.00	\$ 546.00
Parlin Volleyball	\$ 525.00	\$ 546.00
Whittier Volleyball	\$ 525.00	\$ 546.00
English Girls Track	\$ 525.00	\$ 546.00
Keverian Boys Track	\$ 525.00	\$ 546.00
Keverian Girls Track	\$ 525.00	\$ 546.00

Lafayette Boys Track	\$ 525.00	\$ 546.00
Lafayette Girls Track	\$ 525.00	\$ 546.00
Parlin Boys Track	\$ 525.00	\$ 546.00
Parlin Girls Track	\$ 525.00	\$ 546.00
Whittier Boys Track	\$ 525.00	\$ 546.00
Whittier Girls Track	\$ 525.00	\$ 546.00
English Boys Soccer	\$ 525.00	\$ 546.00
English Girls Soccer	\$ 525.00	\$ 546.00
Keverian Boys Soccer	\$ 525.00	\$ 546.00
Keverian Girls Soccer	\$ 525.00	\$ 546.00
Lafayette Boys Soccer	\$ 525.00	\$ 546.00
Lafayette Girls Soccer	\$ 525.00	\$ 546.00
Parlin Boys Soccer	\$ 525.00	\$ 546.00
Parlin Girls Soccer	\$ 525.00	\$ 546.00
Whittier Boys Soccer	\$ 525.00	\$ 546.00
Whittier Girls Soccer	\$ 525.00	\$ 546.00
English Boys Softball	\$ 525.00	\$ 546.00
English Girls Softball	\$ 525.00	\$ 546.00
Keverian Boys Softball	\$ 525.00	\$ 546.00
Keverian Girls Softball	\$ 525.00	\$ 546.00
Lafayette Boys Softball	\$ 525.00	\$ 546.00
Lafayette Girls Softball	\$ 525.00	\$ 546.00
Parlin Boys Softball	\$ 525.00	\$ 546.00
Parlin Girls Softball	\$ 525.00	\$ 546.00
Whittier Boys Softball	\$ 525.00	\$ 546.00
Whittier Girls Softball	\$ 525.00	\$ 546.00
Bus Monitor	\$ 15/hour	\$ 15/hour
Security	\$ 15/hour	\$ 15/hour
Announcer-Basketball	\$ 15/hour	\$ 15/hour
Shot Clock Basketball	\$ 15/hour	\$ 15/hour
Scorekeeper	\$ 15/hour	\$ 15/hour
Ticket Seller/Taker	\$ 15/hour	\$ 15/hour
Site Director Basketball	\$ 15/hour	\$ 15/hour

Head Coaches with more than 20 years of service in any sport will receive a \$2,500 longevity payment each year.

Appendix B

EVERETT EDUCATOR EVALUATION

Purpose of Educator Evaluation

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

The regulatory purposes of evaluation are:

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

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

1. Definitions

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

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

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, ELL teachers, computer teachers, health teachers and reading specialists who teach whole classes.

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

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

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

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

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

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

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

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

Improvement Plan shall mean a plan developed by the educator and the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 45 school days within the same school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an educator is rated unsatisfactory near the close of a school year, the educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

ESE: The Massachusetts Department of Elementary and Secondary Education.

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

Evaluator: Any building or district administrators or supervisors (including Head Teachers, Department Chairs and Coordinators) who are appropriately licensed and designated by the Superintendent who has responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. A list of evaluators and the educators to whom they are assigned to evaluate each school year will be included in the opening day material.

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

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

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

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

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

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

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

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

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

Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012.

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

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

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

1. **Exemplary:** the Educator’s performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
2. **Proficient:** the Educator’s performance fully and consistently meets the requirements of a standard, or the overall evaluation. Proficient practice is understood to be fully satisfactory.
3. **Needs Improvement:** the Educator’s performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
4. **Unsatisfactory:** the Educator’s performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

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

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

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

Rating of Overall Educator Performance: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the

Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

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

- o Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.

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

Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the evaluator at the point of goal setting and plan development. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goal with the educator, based on the educator’s self-assessment and other sources that the evaluator shares with the educator.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator’s overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

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

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

Trends in student learning: For the first school year that the data is analyzed to determine a trend, two years of data and effective the second year and forward that data is analyzed, at least three years of data from the locally-bargained measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

2. 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:
 - Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment and locally bargained measures of student learning comparable across grade or subject district-wide.
- Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator’s contribution to student learning, growth, and achievement shall be agreed upon by the Educator and the Evaluator and locally-bargained. The measures shall be based on the Educator’s role and responsibility.
- District, school and classroom adopted assessments

B. Observations and artifacts of practice including:

- Unannounced observations of practice
- Announced observations of practice
- Examination of Educator work products including lesson plans, plan books and instructional units
- Examination of student work products
- Evidence of progress toward professional practice goal(s)
- Evidence of progress toward student learning outcomes goal(s)
- School or District Committees
- Professional Development Participation

C. Evidence relevant to one or more Performance Standards, compiled and presented *by the Educator* including but not limited to:

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

D. Student and Staff Feedback – see #23-24, below

3. Rubric

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

4. 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 DESE.
- B. All teachers, new to the Everett Public Schools, will attend a one day evaluation seminar, during orientation, using materials provided by the Department of Elementary and Secondary Education and delivered jointly by the Everett Teachers Association and the Everett Public Schools. By October 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 October 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three months of the date of hire. The Superintendent shall work with the Association and the joint labor management committee to determine the most effective means to provide this training.

5. Evaluation Cycle: Annual Orientation

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

1. Provide an overview of the evaluation process, including goal setting and the educator plans.
2. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
3. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
4. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

6. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

1. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school

2. The self-assessment includes:

- An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
- An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
- Proposed goals to pursue:
 - At least one goal directly related to improving the Educator’s own professional practice.
 - At least one goal directed related to improving student learning.

B. Proposing the Goals

1. 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.
2. 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.
3. 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.
4. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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

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

- 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.
- 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.
- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

In the first three years of practice:

- The Educator may have as many announced observations as is deemed necessary by the Evaluator during the school year, sixty (60) to ninety (90) days apart, using the protocol described in section 11B, below.
- The Educator may have as many unannounced observations as is deemed necessary by the Evaluator spaced over the school year.

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

A. The Educator whose overall rating is proficient or exemplary will have 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 Plan will include two announced observations, sixty (60) to ninety (90) days apart. The Educator may have as many unannounced observations as is deemed necessary by the Evaluator spaced over the school year.

- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. The Educator may have as many unannounced observations as is deemed necessary by the Evaluator spaced over the school year. The Educator may have at least two (2) announced observations, sixty (60) to ninety (90) days apart. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

10. Observations

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

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

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:
1. The evaluator shall observe the educator at least ten (10) minutes.
 2. Upon entering the room for purposes of an unannounced observation, the evaluator will verbally inform the educator the purpose of the visit is for an unannounced observation.
 3. The Educator will be provided with written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be provided to the Educator. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within 5 school days. Verbal feedback from the Evaluator to the Educator is encouraged shortly after the observation, preferably on the same day that the observation occurs.
 4. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 20 school days. The educator shall be given a written document that summarizes the issues. The educator, with input from the evaluator, will develop a course of action that will lead to improvement in the standards that have been deemed unsatisfactory.
 5. Any unannounced observation, which may result in disciplinary action, shall be brought to the attention of the educator within 48 hours at a post-observation conference where both the educator and the evaluator can be present.

B. Announced Observations

All non PTS on Developing Educator Plans and PTS educators on Directed or Improvement Plans shall have at least one announced observation conducted according to the following:

1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty (30) minutes in duration.

2. Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess the performance.
 3. 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.
 4. 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.
 5. The Evaluator shall provide the Educator with written feedback within 5 school days of the observation.. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - o Describe the basis for the Evaluator's judgment.
 - o Describe actions the Educator should take to improve his/her performance.
 - o Identify support and/or resources the Educator may use in his/her improvement.
 - o State that the Educator is responsible for addressing the need for improvement.
 6. Within 5 school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction *rather than commenting on individual teachers*, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, educators will expect to get feedback verbally regarding any issues or concerns observed.

11. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox.
- G. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

12. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of year one of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C. Four weeks prior to a mutually agreed upon date of the Formative Evaluation report, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or by delivery to the educator's school mailbox.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

13. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The evaluator shall determine the summative rating that the Educator receives. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than May 15th.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 30th.
- J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14. Educator Plans – General

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

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

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of 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.

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.

15. Educator Plans: Developing Educator Plan

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

16. Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high, when available. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low, when available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

17. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th .

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

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

18. Educator Plans: Improvement Plan

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an educator is rated unsatisfactory near the close of a school year, the educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The parties agree to discuss the addition of Teacher Support Teams as an intervention for an Educator placed on an Improvement Plan. Any implementation of such teams will be bargained.

The Improvement Plan process shall include:

- Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).
- The Association President will be informed that an Educator has been placed on an Improvement Plan.

The Improvement Plan shall:

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

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

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

All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan or a Directed Plan.

- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.
- If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

**19. Timelines For Non PTS educators or PTS on improvement or directed growth plans
The Everett Teachers Association and he Everett Public Schools will determine the mutually agreed upon dates to reach the milestones in evaluation listed below.**

Activity:	Completed On or Before:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 1
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)	December 1
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	January 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	Upon Request
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	March 1
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Upon Request
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 1

Timeline for Educators with PTS on Two Year Plans

Activity:	Completed On or Before:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 1
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator completes unannounced observation, See Section 11 A. IV and V	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	January 1
Evaluator conducts Formative Evaluation Meeting, if any	January 15
Evaluator completes Summative Evaluation Report	May 15
Evaluator conducts Summative Evaluation Meeting, if any	June 1
Evaluator and Educator sign Summative Evaluation Report	June 1

At the conclusion of the 2013-2014 school year, the Evaluation Committee will review the above noted dates and revise as necessary.

Educators on Plans of Less than One Year

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

20. Advancement to PTS Status

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and the overall rating. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and the overall rating on the most recent evaluation shall confer with the Superintendent by June 1. The principal's decision is subject to review and approval by the Superintendent.

21. 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.

22. 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.

23. Using Staff feedback in Educator Evaluation

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

24. Transition from Existing Evaluation System

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

- A. Non PTS
- B. Faculty that were not on the most recent evaluation cycle (evaluation system for 2012-2013)
- C. PTS Volunteers, if necessary

25. General Provisions

- A. Only building or district administrators and supervisors (including Head Teachers, Department Chairs and Coordinators) who are appropriately licensed and designated by the Superintendent shall have responsibility for observation and evaluation.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that 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 performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- E. The parties agree to establish a joint labor-management evaluation team, which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.

F. Violations of this article are subject to the grievance and arbitration procedures.

NOTE

Principal may designate an Assistant Principal, Vice-Principal, Submaster, Department Chair, Director, Coordinator or Head teacher to act in his/her place as an evaluator.

The Superintendent or Assistant Superintendents may evaluate any teacher at any time with notice to the individual.

If a unit member has a remediation plan, the Superintendent or Assistant Superintendent may be involved in the evaluation of any unit member. In such cases, the unit member will be so notified in writing.

TEACHER SALARY SCHEDULES

- Effective April 1, 2013, the base salary shall be increased by 2%
- Effective on the first day of the 2013-2014 teacher work year, all salary items shall be increased by 3%
- Effective on the first day of the 2014-2015 teacher work year, all salary items shall be increased by 4%
- Teachers at the Devens School working the 213 day school year shall be compensated pursuant to the 213 school day salary schedule

EVERETT PUBLIC SCHOOLS

**Salary Schedule - Teachers
July 1, 2012 to June 30, 2013
Reflecting 0% Increase**

Step	B	B+10	B+20	M	M+6	M+12	M+18	M+30	M+60 CAGS	D
1	\$43,521	\$44,491	\$45,927	\$47,371	\$48,339	\$49,771	\$51,215	\$54,101	\$55,902	\$57,701
2	\$45,925	\$46,890	\$48,330	\$49,773	\$50,740	\$52,176	\$53,618	\$56,500	\$58,301	\$60,104
3	\$48,329	\$49,292	\$50,734	\$52,181	\$53,146	\$54,579	\$56,023	\$58,904	\$60,707	\$62,508
4	\$50,731	\$51,696	\$53,138	\$54,582	\$55,550	\$56,981	\$58,427	\$61,308	\$63,112	\$64,914
5	\$53,137	\$54,102	\$55,542	\$56,984	\$57,952	\$59,386	\$60,830	\$63,714	\$65,513	\$67,315
6	\$55,542	\$56,507	\$57,947	\$59,389	\$60,360	\$61,792	\$63,235	\$66,119	\$67,924	\$69,720
7	\$58,420	\$59,385	\$60,825	\$62,271	\$63,236	\$64,668	\$66,113	\$68,997	\$70,800	\$72,598
8	\$61,785	\$62,749	\$64,190	\$65,632	\$66,599	\$68,034	\$69,477	\$72,359	\$74,166	\$75,963
9	\$65,398	\$66,362	\$67,803	\$69,247	\$70,212	\$71,645	\$73,090	\$75,974	\$77,775	\$79,576
10	\$69,725	\$70,686	\$72,131	\$73,575	\$74,541	\$75,974	\$77,420	\$80,302	\$82,102	\$83,902

Reflecting 2% Increase

Step	B	B+10	B+20M	M	M+6	M+12	M+18	M+30	M+60 CAGS	D
1	\$44,391	\$45,381	\$46,846	\$48,318	\$49,306	\$50,766	\$52,239	\$55,183	\$57,020	\$58,855
2	\$46,844	\$47,828	\$49,297	\$50,768	\$51,755	\$53,220	\$54,690	\$57,630	\$59,467	\$61,306
3	\$49,296	\$50,278	\$51,749	\$53,225	\$54,209	\$55,671	\$57,143	\$60,082	\$61,921	\$63,758
4	\$51,746	\$52,730	\$54,201	\$55,674	\$56,661	\$58,121	\$59,596	\$62,534	\$64,374	\$66,212
5	\$54,200	\$55,184	\$56,653	\$58,124	\$59,111	\$60,574	\$62,047	\$64,988	\$66,823	\$68,661
6	\$56,653	\$57,637	\$59,106	\$60,577	\$61,567	\$63,028	\$64,500	\$67,441	\$69,282	\$71,114
7	\$59,588	\$60,573	\$62,042	\$63,516	\$64,501	\$65,961	\$67,435	\$70,377	\$72,216	\$74,050
8	\$63,021	\$64,004	\$65,474	\$66,945	\$67,931	\$69,395	\$70,867	\$73,806	\$75,649	\$77,482
9	\$66,706	\$67,689	\$69,159	\$70,632	\$71,616	\$73,078	\$74,552	\$77,493	\$79,331	\$81,168
10	\$71,120	\$72,100	\$73,574	\$75,047	\$76,032	\$77,493	\$78,968	\$81,908	\$83,744	\$85,580

**July 1, 2013 to June 30, 2014
Reflecting 3% Increase**

Step	B	B+10	B+20	M	M+6	M+12	M+18	M+30	M+60 CAGS	D
1	\$45,723	\$46,742	\$48,251	\$49,768	\$50,785	\$52,289	\$53,806	\$56,839	\$58,731	\$60,621
2	\$48,249	\$49,263	\$50,775	\$52,292	\$53,307	\$54,816	\$56,331	\$59,359	\$61,251	\$63,145
3	\$50,774	\$51,786	\$53,301	\$54,821	\$55,835	\$57,341	\$58,858	\$61,885	\$63,779	\$65,671
4	\$53,298	\$54,312	\$55,827	\$57,344	\$58,361	\$59,864	\$61,383	\$64,410	\$66,305	\$68,199
5	\$55,826	\$56,840	\$58,352	\$59,867	\$60,884	\$62,391	\$63,908	\$66,938	\$68,828	\$70,721
6	\$58,352	\$59,366	\$60,879	\$62,394	\$63,414	\$64,919	\$66,435	\$69,465	\$71,361	\$73,248
7	\$61,376	\$62,390	\$63,903	\$65,422	\$66,436	\$67,940	\$69,458	\$72,488	\$74,382	\$76,271
8	\$64,911	\$65,924	\$67,438	\$68,953	\$69,969	\$71,477	\$72,993	\$76,020	\$77,919	\$79,807
9	\$68,707	\$69,720	\$71,234	\$72,751	\$73,765	\$75,270	\$76,788	\$79,818	\$81,710	\$83,603
10	\$73,253	\$74,263	\$75,781	\$77,298	\$78,313	\$79,818	\$81,337	\$84,365	\$86,256	\$88,147

July 1, 2014 to June 30, 2015
Reflecting 4% Increase

Step	B	B+10	B+20	M	M+6	M+12	M+18	M+30	M+60 CAGS	D
1	\$47,552	\$48,612	\$50,181	\$51,759	\$52,816	\$54,381	\$55,959	\$59,112	\$61,080	\$63,045
2	\$50,179	\$51,233	\$52,807	\$54,383	\$55,440	\$57,009	\$58,584	\$61,733	\$63,701	\$65,671
3	\$52,805	\$53,858	\$55,433	\$57,014	\$58,069	\$59,634	\$61,212	\$64,360	\$66,330	\$68,298
4	\$55,430	\$56,484	\$58,060	\$59,638	\$60,695	\$62,259	\$63,839	\$66,987	\$68,958	\$70,927
5	\$58,059	\$59,113	\$60,687	\$62,262	\$63,320	\$64,887	\$66,464	\$69,615	\$71,581	\$73,550
6	\$60,687	\$61,741	\$63,314	\$64,890	\$65,951	\$67,515	\$69,092	\$72,243	\$74,215	\$76,178
7	\$63,831	\$64,885	\$66,459	\$68,039	\$69,093	\$70,658	\$72,237	\$75,388	\$77,358	\$79,322
8	\$67,508	\$68,561	\$70,136	\$71,711	\$72,768	\$74,336	\$75,912	\$79,061	\$81,036	\$82,999
9	\$71,455	\$72,509	\$74,083	\$75,661	\$76,715	\$78,281	\$79,860	\$83,011	\$84,979	\$86,947
10	\$76,183	\$77,233	\$78,812	\$80,390	\$81,445	\$83,011	\$84,591	\$87,740	\$89,707	\$91,673

DEVENS SCHOOL
FY 13-14
Reflecting 3% Increase

Step	B	B+10	B+20	M	M+6	M+12	M+18	M+30	M+60/C AGS	D
1	\$51,529	\$52,678	\$54,378	\$56,088	\$57,234	\$58,929	\$60,639	\$64,056	\$66,189	\$68,319
2	\$54,376	\$55,518	\$57,223	\$58,932	\$60,077	\$61,777	\$63,484	\$66,897	\$69,029	\$71,164
3	\$57,222	\$58,362	\$60,070	\$61,783	\$62,925	\$64,622	\$66,332	\$69,743	\$71,878	\$74,010
4	\$60,066	\$61,209	\$62,916	\$64,626	\$65,772	\$67,466	\$69,178	\$72,589	\$74,725	\$76,859
5	\$62,915	\$64,057	\$65,762	\$67,470	\$68,616	\$70,314	\$72,023	\$75,438	\$77,568	\$79,702
6	\$65,762	\$66,905	\$68,610	\$70,317	\$71,467	\$73,162	\$74,871	\$78,286	\$80,423	\$82,549
7	\$69,170	\$70,312	\$72,017	\$73,729	\$74,872	\$76,568	\$78,278	\$81,693	\$83,828	\$85,957
8	\$73,154	\$74,295	\$76,002	\$77,709	\$78,854	\$80,553	\$82,261	\$85,674	\$87,813	\$89,941
9	\$77,432	\$78,573	\$80,279	\$81,989	\$83,132	\$84,828	\$86,539	\$89,954	\$92,086	\$94,219
10	\$82,555	\$83,693	\$85,404	\$87,114	\$88,257	\$89,954	\$91,666	\$95,078	\$97,210	\$99,341

DEVENS SCHOOL
FY 14-15
Reflecting 4% Increase

Step	B	B+10	B+20	M	M+6	M+12	M+18	M+30	M+60/C AGS	D
1	\$53,590	\$54,785	\$56,553	\$58,331	\$59,523	\$61,287	\$63,065	\$66,618	\$68,836	\$71,051
2	\$56,551	\$57,739	\$59,512	\$61,289	\$62,480	\$64,248	\$66,024	\$69,572	\$71,790	\$74,010
3	\$59,511	\$60,697	\$62,472	\$64,254	\$65,442	\$67,207	\$68,985	\$72,533	\$74,753	\$76,970
4	\$62,469	\$63,657	\$65,433	\$67,211	\$68,403	\$70,165	\$71,945	\$75,493	\$77,714	\$79,933
5	\$65,431	\$66,620	\$68,393	\$70,168	\$71,360	\$73,126	\$74,904	\$78,456	\$80,671	\$82,890
6	\$68,393	\$69,581	\$71,354	\$73,130	\$74,325	\$76,089	\$77,866	\$81,417	\$83,640	\$85,851
7	\$71,937	\$73,125	\$74,898	\$76,679	\$77,867	\$79,630	\$81,410	\$84,961	\$87,181	\$89,395
8	\$76,080	\$77,267	\$79,042	\$80,817	\$82,008	\$83,775	\$85,552	\$89,101	\$91,326	\$93,539
9	\$80,529	\$81,716	\$83,491	\$85,269	\$86,457	\$88,221	\$90,001	\$93,552	\$95,770	\$97,987
10	\$85,857	\$87,041	\$88,820	\$90,598	\$91,788	\$93,552	\$95,333	\$98,881	\$101,098	\$103,314

CONSTITUTION FOR EVERETT TEACHERS ASSOCIATION, INC.

ARTICLE I Name

The name of this Association shall be the Everett Teachers Association, Inc.

ARTICLE II Purposes

- Section 1 To work for the welfare of the school children, the advancement of education, and the improvement of instructional opportunities for all.
- Section 2 To develop and promote the adoption of such ethical practices, personnel polices, and standards of preparation and participation as mark a profession.
- Section 3 Strengthen the teaching profession and to secure and maintain the salaries, retirement, tenure, professional and sick leave, and other working conditions necessary to support teaching as a profession.
- Section 4 To enable members to speak with a common voice on matters pertaining to the teaching profession and to present their individual and common interests before the School Committee and other legal authorities.
- Section 5 To hold property and funds and to employ a staff for the attainment of these purposes, provided no funds shall inure to the benefit of any member but shall be used only for the purposes of the corporation as set forth in the Constitution, By-Laws, and Articles of the Organization.

ARTICLE III Membership

Section 1 Active Members

- (a) Active Membership in the Association shall be open to all professional personnel employed in the public schools of Everett who hold an earned bachelor's or higher degree, a regular vocational or technical certificate, and where required hold or are eligible to hold a regular legal certificate; and who agree to abide by the Code of Ethics of the Educational Profession.
- (b) The first restriction in the preceding paragraph shall not affect professional personnel who have taught in the Everett Public Schools before September 1, 1966.
- (c) Active Membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.

- (d) Active members of the Association shall also be members of the Massachusetts Teachers Association and the National Educational Association.

Section 2 Associate Members

Active members who retire on pension from the service of the Everett Public Schools, shall automatically become an Associate Member for life. Associate Members shall not pay dues and shall have no voice in the Association but shall be entitled to all other privileges of Active Members.

Section 3 Revocation of Membership

According to procedures adopted by the Representative Council, the Executive Board may suspend from membership or expel any member who shall have violated the ethics of the educational profession; may cancel the membership of any member convicted in a court learned in the law of a crime involving moral turpitude: and may reinstate a member who has previously been suspended or expelled from the Association.

ARTICLE IV Officers

The Officers of the Association shall consist of a President, a Vice-President, the Immediate Past President, a Secretary, and a Treasurer. The Immediate Past President is the person who last held the office of President in good standing.

ARTICLE V Executive Board

Section 1 The Executive Board, the managing body of the Association, shall consist of the Officers and Members from the following faculty groups:

- Group I - Senior High School - 2 Members
- Group II - Junior High School- 1 Member
- Group III - Elementary Schools - 2 Members
- Group IV - Special Teachers - 1 Member

All other professional personnel considered faculty members of the Everett School Department, and are not covered by any other bargaining agreement with the Everett School Department.

Section 2 Under the personnel policies adopted by the Representative Council and within the annual budget, the Executive Board shall have the power to employ a staff for the efficient management of the Association.

ARTICLE VI Representative Council

Section 1 The legislative and policy - forming body of the Association shall be the Representative Council.

Section 2 The Representative Council shall consist of the Executive Board, the Chairperson of each of the 6 (six) Standing Committees, and one or more

representatives from each faculty group described in Article V. Section 1 of this Constitution.

Section 3 Any member of the Association who is not a member of the Representative Council, may attend its meetings, shall sit apart from the voting body but may receive permission to speak.

ARTICLE VII Affiliation

The Association shall affiliate with the National Education Association under its rules, and the Massachusetts Teachers Association under its rules.

ARTICLE VIII Amendments

The Representative Council may adopt amendments to this Constitution by a two-thirds majority of those voting at any regular meeting provided the amendments have been introduced at the preceding regular meeting of the Representative Council and the copies of the proposed amendments have been immediately distributed to members of the Council for faculty discussion.

BYLAWS FOR EVERETT TEACHERS ASSOCIATION, INC.

ARTICLE I Meetings

Section 1 Executive Board

The Executive Board shall meet on the first Tuesday of each school month at 3:00 p.m. at the call of the President, or at the request of three members of the Board.

Section 2 Representative Council

The Representative Council shall meet on the third Tuesday of each school month at 3:00 p.m. The Executive Board shall prepare the agenda for each meeting and shall circulate it to all members of the Council so that Representatives have time to discuss it with their faculty members in advance of the Council meeting.

Section 3 Special Meetings

Special meetings of the Representative Council may be held at the call of the President or upon written request to the Executive Board from 5 (five) Faculty Representatives. Business to come before special meetings must be stated in the call, which shall be sent in writing to each Representative.

Section 4 General Membership Meetings

The Executive Board shall arrange at least 1 (one) meeting of the members each year for discussion of professional issues. Special meetings of the general membership may be called by the written request of the President or 15 (fifteen) members. Notification of this special meeting shall be made through the Faculty Representatives.

ARTICLE II Quorum

A majority of their members shall be a quorum for the Representative Council Executive Board, and Committees. A majority of those present when the meeting is called to order shall constitute a Quorum for the general membership meetings.

ARTICLE III Powers of Officers

Section 1 President

The President shall preside over meetings of the Executive Board, appoint the Chairperson and members of Standing Committees, appoint Special Committees, be an ex-officio member of all Standing Committees, and shall be the Executive Officer of the Association. The President shall represent the Association before the public either personally or through delegates, and shall perform all other functions usually attributed to this office. The President shall represent the Association at the National Education Association Convention as one of the delegates each year.

Section 2 Vice-President

The Vice-President shall perform the functions usually attributed to this office. The Vice-President shall be a member of the Committee on Negotiations and the Committee on Professional Rights and Responsibilities; and shall become President when that office becomes vacant between elections.

Section 3 Immediate Past President

The Immediate Past President shall advise the Executive Board and assist the President at all the latter's requests. The Immediate Past President should be a member of the Professional Rights and Responsibilities Committee.

Section 4 Secretary

The Secretary shall keep accurate minutes of all meetings of the Executive Board and Representative Council, shall maintain official files, and shall assist the President with Association correspondence. The Secretary shall be a member of the Committee on Professional Rights and Responsibilities and act as its Corresponding Secretary.

Section 5 Treasurer

The Treasurer shall hold the funds of the Association and disburse them upon authorization of the Executive Board. The Treasurer shall also collect annual dues from the membership and transmit amounts due to the Massachusetts Teachers Association; maintain a roll of members; keep accurate account of receipts and disbursements; prepare an annual financial statement for publication to members and an annual budget for the Executive Board. The Treasurer shall also be Chairperson of the Membership Committee.

Section 6 Terms and Succession

- (a) The Officers shall serve for 2 (two) years and may be re-elected without an intervening term.
- (b) The Executive Board members shall serve for 2 (two) years and may be re-elected without an intervening term. Their election shall coincide with the election of the Officers.
- (c) Whenever the offices of both the President and Vice-President shall become vacant between elections, the remaining members of the Executive Board shall choose one of their members to serve as President Pro Tempore until the Representative Council can fill the vacancies.
- (d) The amount of presidential, vice-presidential secretarial, and treasurer's expenses shall be set by the Faculty Representative Council at the January meeting of an election year. The rate would be effective in September of the election year.
- (e) The Vice-President, Secretary, and Treasurer shall be reimbursed National, State, and Local dues for the duration of their term.
- (f) Representative Council members, Executive Board members, and the Chairs of Professional Rights and Responsibilities, Negotiations, Sick Bank, Public Relations, and Professional Development Committees shall be reimbursed local dues for the duration of their terms.
- (g) If the above positions, (d) and (e), become vacant before the end of the term, the reimbursements shall be pro-rated.

- (h) Whenever an Executive Board position of the Association becomes vacant due to death, resignation, change of representation due to change in unit position, or removal by the Executive Board for gross negligence; it shall be acted upon in one of the following manners:
1. If the vacancy occurs when 3/4ths (three-fourths) or less of the term has expired, there will be an election by the membership within 30 (thirty) calendar days upon notice of the vacancy.
 2. If the vacancy occurs when more than 3/4ths (three-fourths) of the term has expired, the President will appoint and the Executive Board and the Representative Council will approve; at their next meetings respectively, an individual to finish the unexpired term.

ARTICLE IV Powers of the Executive Board

- Section 1 The Executive Board shall be responsible for the management of the Association, approve all expenditures, carry out polices established by the Representative Council report its transactions and those of the Council to the members, and suggest polices for consideration by the Council.
- Section 2 The Executive Board shall approve Presidential appointments to the Committee on Negotiations.
- Section 3 Whenever a majority of the Executive Board shall agree that an Officer has been grossly negligent of the duties defined in the By-Laws, they shall recommend to the Representative Council that the office may be declared vacant. If the Council so votes by a 2/3rds (two-thirds) majority, it shall immediately elect a replacement to fill the unexpired term.
- Section 4 Whenever a majority of the Executive Board shall agree that an Officer is incapacitated or resigns, they shall recommend to the Representative Council that the office be filled on a temporary basis. If the Council so votes by a 2/3rds (two-thirds) majority, it shall immediately elect a replacement for the length of the time of absence.

ARTICLE V Powers of the Representative Council

The Representative Council shall approve the budget, set the dues for the Association, act on reports of Committees, approve resolutions and other policy statements, and shall adopt procedures for implementing the Code of Ethics of the Education Profession and those followed in censuring, suspending, and expelling members for cause, or the reinstating of members. It may adopt such rules governing the employment of staff, the conduct of the Association, and the conduct of meetings as are consistent with this Constitution and By-Laws. It shall be the final judge of the qualifications and election of Officers and Faculty Representatives. Powers not delegated to the Executive Board, the Officers, or other groups in the Association shall be vested in the Representative Council.

ARTICLE VI Faculty Representative

- Section 1 In each public school in Everett, faculty members who are members in good standing of this Association shall elect for a term of 1 (one) year the number of Faculty Representatives assigned to it. Representation shall be based on a ratio of 1:15 (one to fifteen) members in a building, with each school having at least 1 (one) representative. All professional personnel who serve more than 2 (two) buildings shall be represented by Special Faculty Representatives.
- Section 2 Elections shall be held in May, and Representatives shall take their seats at the June Meeting of the Representative Council.
- Section 3 Faculty Representatives shall attend meetings of the Representative Council unless they receive prior excuse from the President. After 2 (two) unexcused absences of a Representative, the President may declare the seat unfilled and call for a faculty election to fill out the term. The President may designate a member in good standing to organize this special election.
- Section 4 The Faculty Representatives shall call faculty meetings of the Association members to discuss Association business, shall appoint such faculty committees as the Association may require, and shall organize and oversee the subsequent elections of Faculty Representatives, the enrollment of members in Local, State, and National Associations, and two-way Association communication within the building.
- Section 5 Faculty shall have been members of the Everett Teachers Association for at least 1 (one) year prior to their election and shall maintain their membership in good standing during their term of service.

ARTICLE VII Standing Committees

Section 1 Structure

There shall be 6 (six) Standing Committees carrying out the special functions outlined below. They shall have 5 (five) members, selected to represent different groups in the Association and appointed for terms of 1 (one) year. Each Committee may, with the approval of the Executive Board, organize special sub-committees and task forces for specific activities from the membership of the Association.

Section 2 Meetings

Each Standing Committee shall meet regularly according to a calendar developed by the said Committee and may hold special meetings at the call of the Chairperson.

Section 3 Reports

Each Committee shall choose a secretary who shall keep a continuing record of activities. Chairpersons shall report as necessary to the Representative Council and shall prepare an annual written report summarizing objectives, actions, program gains, and unreached goals; which the Executive Board shall distribute to the members and which shall become a part of the continuing Committee record in the Association files.

Section 4 Titles and Duties

- (a) Committee on Professional Rights and Responsibilities shall explore and prepare action programs for securing satisfactory policies and procedures for the redress of grievances. It shall advise the Representative Council on procedures for the implementation of the Code of Ethics. The Committee shall advise the Executive Board in situations of censure, suspension, or expulsion of members. It shall develop a program of orientation to the Code of Ethics for all members of the Association.
- (b) Committee on Public Relations shall seek to develop public understanding of the purposes and programs of the Association, the values and importance of education, and in co-operation with the Administration, the educational philosophy and programs of the schools. It shall develop procedures by which the Association can work co-operatively with parents and public in civic, fraternal, and social organizations and through all available channels of communication.
- (c) Committee on Teacher Education and Professional Development shall explore and develop action programs to raise and maintain standards for certification, employment and assignment; to improve opportunities for pre-service, continuing and in-service professional education; and to create and maintain rapport between the Association and neighboring or closely related institutions of higher education. It shall develop and foster student groups interested in the teaching profession and exercise professional concern in programs involving students.
- (d) Committee on Professional Relations shall organize and oversee the following sub-committees:
 - 1. Orientation/Membership - to develop and conduct programs for the orientation of new teachers to the community, the school system, and the Association. It shall also be responsible for the Association's Annual Membership Drive.
 - 2. Social Affairs - to organize such social activities as may serve the needs of members and promote fellowship within the Association, and to conduct all fundraising activities.

- (e) Committee on Civic Responsibility and Legislation shall have broad concern for Local, State, and National Legislation; the interests of the Association and for exercise of civic responsibilities by members. The Committee shall be diligent to inform members about newly enacted legislation. It shall organize and oversee the work of the following sub-committees:
 - 1. State Legislation - to study pending legislation and to promote activities leading to the passage of desirable state legislation for schools.
 - 2. Federal Legislation - to study legislation before the Congress and to develop activities leading to the passage of desirable federal legislation for schools.
 - 3. Citizenship - to educate members and the public on the civic responsibilities of teachers and to develop programs that will encourage wide exercise of them.

- (f) Committee on Sick Leave Bank shall consist of 4 (four) members of the Association appointed by the Association President and a fifth member from Central Administration with the consent of the Executive Board; and shall administer the Bank as outlined by the bargaining agreement, ARTICLE 13 - ALLOWENCE FOR ABSENCE.

Section 5 Relation to Executive Board

The Executive Board shall assist the President to appoint members of the Standing Committees at the regular meeting in June, and to fill all unexpired terms as vacancies occur, and shall plan for an organizational committee conference each year. It shall require and assist committees to define their immediate and long-range objectives. It shall review committee plans as necessary and shall decide any jurisdictional argument between committees.

Section 6 Relation to State and National Associations

The Standing Committees shall seek to understand and relate to the objectives and programs of corresponding units of State and National Associations and shall counsel with them.

ARTICLE VIII Special Committees

Section 1 Each year the President shall appoint an Election Committee, an Audit Committee, a Budget Committee, and such other Special Committees as may be necessary and shall discharge them upon completion of their duties. These committees shall operate according to rules approved by the Representative Council. No Officer of the Association shall serve on either the Election Committee or the Audit Committee.

Section 2 The Committee on Negotiations shall explore and prepare action programs as necessary in all areas of teacher welfare; with particular responsibility for salaries, leave, fringe benefits, insurance, credit and investment facilities, and general working conditions. It shall negotiate personnel policies with the governing and appropriating bodies of the school system. Within the policies established by the Representative Council, it may make decisions binding the Association in these matters, subject to ratification by the membership.

ARTICLE IX Elections

Section 1 Nominations

- (a) At the September meeting of the Representative Council, the President shall name an Election Committee which shall be subject to the approval of the Representative Council.
- (b) The Election Committee shall publish and distribute to each member, 1 (one) week in advance of election day all pertinent information concerning each candidate and the office to be filled.
- (c) The Election Committee shall oversee the election of delegates to the MTA and NEA Conventions, and any other elections of the association that might occur.

Section 2 Balloting Procedure

- (a) A blank copy of the ballot marked 'SAMPLE BALLOT' shall be displayed on teacher's room bulletin board(s) 24 (twenty-four) hours before elections are to be held.
- (b) Elections will take place in each school building on the approved designated date. Voting hours will be established by the Building Reps. Said voting hours will be posted with the 'SAMPLE BALLOT'.
- (c) Ballots, ballot box and voting list will be picked up at the 'ETA Office' the day before the election by the Building Rep or designee, and kept secure until elections are held.
- (d) Each Building Rep will conduct the balloting by a procedure that best suits their building's needs. Building Reps will be responsible to insure that the ballots, ballot box and voting list are never left unattended.
- (e) When balloting in each building is completed, the ballot box containing the marked ballots, the unused ballots and the voting list are to be returned immediately at the completion of the school day to the 'ETA Office'.

- (f) Any person requesting an 'ABSENTEE BALLOT' shall make that request in writing 5 (five) school days before the election, to the Chair of the Election Committee. Said person will vote 2 (two) days prior to the election, between 2:30 pm and 3:00 pm at the 'ETA Office', witnessed by 2 (two) members of the Election Committee.

Ballots will be placed in a sealed 'ABSENTEE BALLOT BOX' and kept secure by the Chair of the Election Committee. Said ballots not to be counted until the designated election day.

Section 3 Election of Officers and Executive Board for the ensuing year shall be by Australian Ballot by the membership during the month of May in accordance with procedures adopted by the Election Committee and approved by the Representative Council. The Election Committee shall publish to the members of the Association the results of the election. New Officers shall be installed at the June Meeting of the Representative Council under New Business.

Section 4 Delegates to the NEA Convention and the MTA Convention will be elected by regulations set forth by the NEA and the MTA. These elections shall take place during the month of March.

ARTICLE X Amendment

Roberts Rules of Order shall be the Parliamentary Authority for the Association on all questions not covered by the Constitution and By-Laws and such standing rules as the Representative Council may adopt.

ARTICLE XI Amendment

These By-Laws may be amended by a majority vote at any regular meeting of the Representative Council provided that proposed amendment(s) have been previously studied by the Executive Board and that copies were provided to the Faculty Representatives at a previous meeting. Notice of any By-Law Amendment(s) must be announced at the meeting prior to the voting on the amendment(s).

ARTICLE XII ETA Awarded Scholarships

The student who has been awarded an 'ETA SCHOLARSHIP' shall have 5 (five) years in which to collect the scholarship. After the fifth year, if the scholarship has not been collected, that money shall be returned to the ETA SCHOLARSHIP FUND.

ARTICLE XIII RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT

Proposal(s) shall be distributed in writing and reviewed by the Membership at least 24 (twenty-four) hours prior to the Ratification Meeting, while school is in session.

ARTICLE XIV REIMBURSEMENT FOR LEADERSHIP CONFERENCE

Those members who attend the MTA LEADERSHIP CONFERENCE will pay their own fees. In the spring, the Executive Board will decide if each of said members has actively contributed to the Association during the year; if a contribution has been made then the member will receive some reimbursement, if no contribution was made then no reimbursement will be given. The available funds will be divided equally among eligible participants.

Code of Ethics of the Education Profession

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The *Code of Ethics of the Education Profession* indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this *Code* shall be exclusive and no such provision shall be enforceable in any form.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator –

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator -

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

-Adopted by the 1975 Representative Assembly