AGREEMENT

THIS AGREEMENT made and entered into at Rockland, Massachusetts on June 22, 2015 by and between the School Committee of the Town of Rockland, Massachusetts hereinafter designated and referred to as the "Committee" and the Rockland Education Association located at Rockland, Massachusetts hereinafter designated and referred to as the "Association", which is an employee organization acting as the agent of certain of the Professional Employees in the employ of the Committee.

WITNESSETH

WHEREAS the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to salaries and other conditions of employment for the Professional Employees described in Paragraph 20 in this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained and the performance by the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee, the Association and the Professional Employees hereby mutually and jointly agree as follows:

Received
NOV 30 2015
Rockland Town Accountant

Article One

PREAMBLE

Paragraph 10. Recognizing that the establishment and maintenance of the highest possible educational and professional standards are essential to the community and the national interest and that the legitimate and mutual interests of the students and the Professional Employees are directly related to the quality and efficiency of the school program operated by the Committee. It is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Committee and the Association, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation. In the manner and to the extent provided in this Agreement of the rights and benefits of the Professional Employees and to provide for the performance of their work by the Professional Employees in a conscientious and skillful manner which will promote and assure the quality, continuity and efficiency of the operation of the Rockland Public Schools.

Paragraph 11. The Committee, the Association and the Professional Employees recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement. For the purpose of achieving the objectives expressed in Paragraph 10, each Professional Employee pledges that he will cooperate with the Committee in pursuing excellence of professional standards and methods, aiding and encouraging reliable attendance, exercising exemplary conduct and assisting in compliance with the enforcement of the policies, procedures, regulations and standards prescribed by the Committee, which are not contrary to the provisions of this Agreement.

Paragraph 12. Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. When they appear in this Agreement, the term 'Teacher', the term 'Professional Employee' and the term 'Employee' may be applied interchangeably.

Article Two

RECOGNITION OF THE ROCKLAND EDUCATION ASSOCIATION

Paragraph 20. Subject to the terms of provisions hereinafter provided and in accordance with the provisions of Chapter 149 of the General Laws of the Commonwealth of Massachusetts the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive collective bargaining representative with respect to salaries, wages and conditions of employment for the Professional Employees employed by the Committee in the bargaining units described as Unit A and Unit B as follows:

Unit A

All Classroom Teachers, Guidance, and Adjustment Counselors, Social Workers and Nurses

Unit B

Assistant Principals, Director of Guidance, Department Heads, and Coordinators

excluding the Superintendent and all other employees of the Committee. The term 'Professional Employees' shall include all the employees in the bargaining unit described in this Paragraph. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this Paragraph are intended only to describe the Professional Employees covered by this Agreement and not any particular work and all references to a Professional Employee or Employees in this Agreement shall be deemed to include male and female employees as the case may be.

Paragraph 21. The Committee shall have and retain the right to control, maintain, operate and supervise the educational activities in the Rockland Public Schools: to select, train, assign, transfer and promote the Professional Employees and to periodically evaluate and determine their qualifications: to discipline, suspend or dismiss Professional Employees in the manner provided by law and to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Committee: to organize the supervisory staff and the Professional Employees: to establish, change and discontinue the duties to be performed by the Professional Employees including the right to introduce improved methods, facilities, operations, processes, services and techniques: to establish, modify and enforce policies and regulations regarding studies, curriculum, textbooks, conduct, discipline, schedules and safety regulations and all other rights pertaining to the operation and management of the business of the Committee and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the Professional Employees provided however, that the exercise of these rights shall not be contrary to any specific provisions of this Agreement.

Paragraph 22. Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include employees employed by the Committee who are not in the bargaining units in the benefit programs as provided in this Agreement on a different basis than for employees in the bargaining units.

Paragraph 23. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex or national origin and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any Professional Employee who engages or who does not engage in lawful Association activities.

Paragraph 24. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining units as provided in Paragraph 20.

Article Three

CONTINUITY OF OPERATIONS

Paragraph 30. It is agreed that neither the Association nor any Professional Employee will directly or indirectly or for any reason cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with any of the functions of the Rockland Public Schools. In the event that such prohibited conduct occurs, the Association will, promptly and in good faith, endeavor to terminate such prohibited conduct and to resolve the dispute in accordance with the provisions of this Agreement.

Paragraph 31. A Professional Employee who engages or participates in the prohibited conduct described in Paragraph 30 shall be subject to disciplinary action, including reprimand, suspension and discharge and such disciplinary action shall not be reviewable by arbitration, except that the fact of the participation of the Professional Employee in such prohibited conduct will be subject to arbitration.

Article Four

TEACHER AND/OR ADMINISTRATOR ASSIGNMENTS

Paragraph 40. All teachers and administrators will be notified in writing of changes in their program for the coming school year, the school or schools to which they will be assigned, the grade and subject they will teach and any special or unusual classes they will have as soon as practicable and under normal circumstances not later than July 1st.

Paragraph 41. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel and the teachers so assigned will be notified of any schedule changes as soon as practicable.

Article Five

TRANSFERS

Paragraph 50. A transfer of any professional person covered by this Agreement shall be made only when the Superintendent of Schools considers such transfer to be in the best interests of the school system or in the best interests of the person who is being transferred.

Paragraph 51. Any professional employee who wishes a transfer for the current or the following school year shall submit a written request therefor to the Superintendent of Schools between September first and the following August thirty-first. The Superintendent of Schools shall acknowledge every such request either in writing or by an interview, and the Superintendent shall render a written decision relative to the teacher's request for a transfer. If the Superintendent denies the request for the transfer he shall include his reasons for his action in his written decision to the teacher. A request for a transfer, which is denied, does not automatically carry over into the following school year, and every such request must be renewed annually if the individual continues to wish to be transferred.

Paragraph 52. When the School Superintendent decides to make an involuntary transfer of any professional person covered by this Agreement, the Superintendent of Schools shall first consult and meet with such person relative to the matter of the transfer as far in advance as practicable, but no later than August 1st unless there are extreme or extenuating circumstances and the Superintendent of Schools shall provide the teacher with a written statement of the reasons for the transfer. If the teacher objects to the transfer at the meeting with the Superintendent of Schools, the teacher shall have the opportunity to request a second meeting with the Superintendent relative to the matter of the transfer. At such second meeting, the teacher may be represented by the Rockland Education Association. If there is going to be a transfer or a room change, then any teacher covered by this contract will get two additional personal days, one each for the next two years unless a change in work schedule has been made to accommodate their move.

Paragraph 53. When the School Superintendent selects a professional employee for a transfer, the School Superintendent shall take into consideration the individual's seniority in the Rockland Public Schools, the individual's qualifications, certification and area of competence, the individual's major and minor fields of study, the quality of the individual's past teacher performance, the instructional requirements of the individual's new assignment, and the individual's willingness to be transferred.

Paragraph 54. None of the provisions of Article Five shall be subject to arbitration as set forth in Article Twenty-Four except in cases in which a Professional Employee on tenure files a grievance alleging that he/she has been wrongfully transferred for disciplinary reasons on account of said employee's teachers evaluation. The provisions of Article Five may be subject to the grievance procedure which is contained in said Article Twenty-Four: provided, however, that no grievance other than one alleging a wrongful transfer as described in the first sentence of this Paragraph shall go beyond Step #3 which is the step involving an appeal to the School Committee. Any Grievance which is appealed to the School Committee at Step #3 shall be discussed in open or closed session at the discretion of the grievant.

Article Six

VACANCIES AND PROMOTIONS

Paragraph 60. Notices of Vacancies in a professional position will be posted on a bulletin board in each school building. The Superintendent will endeavor to post said Notices as far in advance of the appointment date as practicable. Qualifications for a position will be included in the Notice and changes in the qualifications will be posted on the bulletin boards before said position is filled. During the months of July and August the Notices of Vacancies as provided in this Paragraph will be mailed to the President of the Association at his/her address last known to the Superintendent. All vacancies will be posted via Rockland Public Schools email to all employees and will be posted on the Rockland Public Schools website.

Paragraph 61. All Teachers and Administrators will be given the opportunity to make application for the open positions. In selecting an applicant to fill a vacancy as provided in this Article, the Superintendent will give consideration to professional competence and attainment, the length of employment in the Rockland School System and such other factors as the Superintendent considers relevant.

Article Seven

POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

Paragraph 70. Notices of openings for Summer School and Evening School positions and for positions under Federal programs which are under the jurisdiction of the Superintendent will be posted on a bulletin board in each school building. Applicants will be notified of the action taken regarding their written applications as soon as the Committee finds it practicable. The provisions of this Article Seven shall not be subject to the grievance procedure or to arbitration as provided in Article Twenty-Four.

Paragraph 71. Positions in the Rockland Summer School and Evening School and positions under Federal programs will, to the extent the Superintendent finds it practicable, be filled first by the regular teachers in the Rockland School System. In selecting an applicant to fill a position as provided in this Paragraph 71, consideration will be given to his/her area of competence, his/her major and/or minor field of study, the quality of his/her past teaching performance, his/her experience and his/her length of service and attendance record in the Rockland School System.

Article Eight

TEACHER EVALUATION

Paragraph 80. Evaluation of teachers is conducted in order to improve the quality of instruction to students. The main purpose of the evaluative report is to provide a constructive basis allowing teachers and administrators to engage in professional discussions leading to growth and development. Official classroom visitations are an important but not an exclusive source of evaluative data. The Principles and Standards for teachers will serve as a basis of teacher evaluation. Evaluation is essentially a continuous process of assisting staff and not just periodic written reports. Such evaluation emphasizes strengths on which a teacher can build, as well as weaknesses that need to be corrected or minimized. In all teacher evaluations, The Evaluation Process for Teachers as ratified by the Rockland Education Association, and by the Rockland School Committee on December 9, 1996, will determine evaluation process and procedure. However, a new teacher evaluation instrument may be developed without opening the contract through the establishment and with the approval of a parity committee of this Association and the School Committee. Please refer to Appendix A for the current evaluation system as set forth by DESE.

Paragraph 81. The teaching performance of a Professional Employee shall be observed openly and with the knowledge of the employee. A Professional Employee shall be given a copy of each Evaluation Report by his/her supervisors and he/she shall file a notification that he/she has received a copy of the Report.

Paragraph 82. A Professional Employee shall be permitted to review the contents of his/her personnel file except for confidential references and other confidential material received by the Superintendent at the time of the employment of said Professional Employee. The Professional Employee shall acknowledge the opportunity to review the contents of his/her personnel file. Whenever derogatory allegations have been placed in the file of a Professional Employee he/she shall have the right to answer such allegations in writing to the Superintendent and the answer shall be appended to his/her file.

Paragraph 83. Any teacher with professional teacher status covered by this Agreement against whom disciplinary measures are taken because of the contents of such employee's evaluation reports shall have the right to file a grievance which shall be processed as provided in paragraph 242 of Article Twenty-Four of this Agreement; and no such disciplinary measures shall be taken except for good cause. When the Superintendent perceives a teacher to have any particular disciplinary problem or any other particular problem which may be described in an unfavorable manner on the teacher's Comprehensive Evaluation Report, the Separate Procedures for Dealing with Unsatisfactory Performance by a Faculty Member with Professional Teacher Status will be followed.

Article Nine

WORK YEAR AND WORK DAY

Paragraph 90. The work year for Professional employees, other than for new employees who may at the discretion of the Superintendent be required to attend additional orientation sessions, shall be the following:

- For the 2015-2016 school year, the professional development day will be August 26th and the teacher orientation day will be August 27th. August 28th will be a non-school day for all employees except twelve (12) month employees. Students will report to school on August 31st.
- For the 2016-2017 school year, the professional development day will be August 24th and the teacher orientation day will be August 25th. August 26th will be a non-school day for all employees except twelve (12) month employees. Students will report to school on August 29th.
- For the 2017-2018 school year, the professional development day will be August 23rd and the teacher orientation day will be August 24th. August 25th will be a non-school day for all employees except twelve (12) month employees. Students will report to school on August 28th.

For all three years of the contract the Friday preceding Labor Day will be a non-work day, the Wednesday before Thanksgiving will be a non-work day and December 23rd will be a non-work day. The work year shall terminate no later than June 30 in the following calendar year, except in the event of an energy crisis; provided, however, that the work year shall not be more than three (3) days longer than the number of days the students are required by the Committee to be in attendance, subject to a maximum of one-hundred and eighty-three (183) work days with one-hundred eighty (180) student days, one (1) orientation day, two (2) professional development days, and provided further, that all of the assigned and usual end-of-the-year duties are completed by each Professional Employee in a manner satisfactory to the Superintendent. The determination as to whether or not there is an energy crisis shall be made by the State or Federal Government or the appropriate State or Federal Agencies.

Paragraph 91. Except as otherwise provided in this Paragraph and subject to the provisions of Paragraphs 92, 93, 94 and of Paragraph 96, the work day for Pre-Kindergarten and Kindergarten teachers shall be 15 minutes before and 15 minutes after each session and for elementary teachers shall begin fifteen (15) minutes before the students' day, and end thirty (30) minutes after the students' day, Monday through Friday: provided however, that the maximum

work day for Pre-Kindergarten-Elementary teachers shall be six and three quarters hours (6 3/4). The work day for secondary teachers shall begin fifteen (15) minutes before and end thirty (30) minutes after the students' day, Monday through Friday, provided however, that the maximum work day for secondary teachers shall be seven and one-quarter (7 1/4) hours. The Committee will establish and modify the starting time and the dismissal time for the students in the Rockland Public Schools provided however, that the maximum work day for the classroom teachers shall conform with the provisions of this Paragraph 91.

Paragraph 92. It is agreed that the responsibility of the Assistant Principals, Guidance Counselors, Adjustment Counselors, Social Workers, School Psychologists, and Behavior Specialist are such that they are not susceptible to a schedule of specific hours of work. For many reasons, including by way of illustration and without being limited to the changing needs of the students the often immediate needs of teachers and parents and emergencies arising from and related to buildings and facilities, their responsibilities as professional administrators require the Assistant Principals, Guidance Counselors, Adjustment Counselors, Social Workers, School Psychologists, and Behavior Specialist to be available and present when in the judgment of the Superintendent their presence or their services are required. Accordingly, the Committee and the Association agree not to define the workday for the Assistant Principals, Guidance Counselors, Adjustment Counselors, Social Workers School Psychologists and Behavior Specialist. A Guidance Counselor, School Adjustment Counselor, Social Worker, School Psychologist or a Behavior Specialist who works beyond the length of the work day as specified in Paragraph 91 shall be entitled to be paid at the rate of thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2015, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2016, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2017; or to take compensatory time off at a time mutually agreed upon between the Counselor, Social Worker, Psychologist or Behavior Specialist and the Superintendent of Schools. No other compensatory time will be allowed. Professional Development and curriculum work shall be entitled to be paid at the rate of thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2015, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2016, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2017.

Paragraph 93. In addition to the normal work day as provided in Paragraph 91, Professional Employees shall attend and participate in such afternoon meetings, conferences and related activities pertaining to educational programs as directed by the Superintendent or his deputy provided however that an employee shall not be required to attend and participate in such activities for more than one (1) hour on two (2) occasions in a single month on a day when classes are in session except by mutual agreement otherwise between the employee and the Superintendent. Professional Employees shall attend and participate in two (2) sets of parent-teacher conferences during each school year. Each set of parent-teacher conferences shall be comprised of three (3) conferences altogether, namely two (2) afternoon parent-teacher conferences and one (1) evening parent-teacher conference. The Superintendent of Schools shall endeavor when he finds it practicable not to schedule meetings on Fridays or on days preceding a holiday or a vacation period.

Paragraph 94. In addition to the provisions of Paragraph 93, Professional Employees may be required to attend two (2) evening meetings or events which are directly related to the

educational program as directed by the Superintendent or designee. Evening meetings, other than parent conferences, shall not exceed two (2) hours in length.

Paragraph 95A(1). Secondary school teachers shall have a maximum of five (5) teaching periods per day for a total maximum of twenty-five (25) teaching periods per week, one (1) planning period per day for a total of five (5) planning periods per week, and a maximum of one (1) duty period per day for a total maximum of five (5) duty periods per week. A "teaching period" shall be defined as a period during which a teacher is instructing his pupils. A "planning period" as used in this Paragraph shall be defined as a period during which the teacher shall be assigned no duties by the School Department. A "duty period" shall be defined as a period during which the teacher shall be required to perform one of the following types of duties:

1) to supervise a group of students in some manner;
2) to meet with other teachers and Administrators relative to problems involving children with special needs; or
3) to assist with the competency based testing program.

A teacher may be asked only on a voluntary basis to carry out an assignment in the Principal's office which is of a purely clerical nature.

A (2) If, under certain circumstances, a substitute teacher is unavailable to cover a particular class, the Principal may at his/her discretion assign a teacher only during his duty period to cover said class.

A (3) A secondary teacher who covers a class during his/her planning period will be paid at the rate of thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2015, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2016, thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2017.

A (4) A secondary teacher who teaches a sixth class will be paid three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2015, three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2016, three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2017.

A (5) Teachers providing Saturday Schoolwork will be paid one (1) hour per week at the contractual hourly rate.

A(6) If the High School schedule results in the loss of one prep period each teaching cycle for the school year then the teachers affected will receive a bonus personal day which is in addition to the 15 allotted days per year.

Paragraph 95B (1). Department Heads (K-12; 5-12; 5-8; 9-12) are subject area curriculum leaders. Department Heads who supervise one (1) to seven (7) teachers may be assigned to maximum of four (4) teaching periods per day for a total maximum of twenty (20) periods per week. Department heads who supervise eight (8) plus teachers may be assigned a maximum of three (3) teaching periods per day for a maximum of fifteen (15) teaching periods

per week. For the purpose of this contract they cannot count themselves or members from other units as being under their supervision. A teacher who may be supervised by multiple department heads may only be counted once by a specific department head to be determined by the building principal.
Special Education Coordinators will supervise special education staff, chair team meetings and facilitate all IEP requirements. Teaching assignments and responsibilities will be determined by building principal and Director of Special Education.
District wide Librarian and Director of Guidance will be paid according to the department head salary schedule.
Department Heads, Coordinators and Director of Guidance positions will be posted annually beginning in the 2015-2016 school year.

B (2). If, under certain circumstances, a substitute teacher is unavailable to cover a particular class and the Principal at his/her discretion finds that he/she is unable to assign a regular teacher during his/her duty periods to cover said class, the Principal may in his/her discretion assign a Department Head/Special Education Coordinator to cover said class.

B (3). In the event that during a particular semester or semesters of a certain school year, the Principal finds that he/she has need for a teacher to teach a class which is not otherwise under the charge of a regular teacher, the Principal may in his/her discretion assign a Department Head, other than a Department Head who is supervising eighteen (18) or more teachers, to teach said class throughout the entire semester or semesters. Such Department Head shall be paid three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2015, three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2016, three thousand nine hundred ninety-eight dollars ($3,998) per each semester beginning July 1, 2017. However, any one Department Head shall not be required to assume such an assignment for more than one (1) year without the express consent of said Department Head.

The provisions of Paragraphs 95B (1) and 95B (2) and 95B (3) may be subject to the grievance procedure which is contained in Article Twenty-Four: provided however, that no grievance shall go beyond Step #3 which is the step involving an appeal to the School Committee. Any grievance which is appealed to the School Committee at Step #3 shall be discussed in open or closed session at the discretion of the grievant.

Paragraph 96 (1). Elementary school teachers who teach elementary as well as special teachers who teach Art, Music, Physical Education, Computer Education and Health shall have one (1) planning period per day for a total of five (5) planning periods per week and a maximum of one (1) duty period per day for a total maximum of five (5) duty periods per week. A "teaching period" shall be defined as a period during which a teacher is instructing his/her pupils. A "planning period" as used in this Paragraph shall be defined as a period during which the teacher shall be assigned no duties whatsoever by the School Department. A "duty period" shall be defined as a period during which the teacher shall be required to perform one of the following types of duties:

1) to supervise a group of students in some manner:

2) to meet with other teachers or Administrators relative to problems involving children with special needs: or
3) to assist with the competency based testing program.
4) Elementary teachers will not be assigned lunch duty and morning recess may be assigned only if there are no duty aides available in the building. A teacher may be asked only on a voluntary basis to carry out an assignment in the principal's office which is of a purely clerical nature. If a teacher's planning period is not scheduled during the students' day the teacher may leave ten (10) minutes after the students' day or have a thirty (30) minute prep at the end of the students' day.

Paragraph 96 (2). If, under certain circumstances, one of the special subject teachers is unavailable to take over a particular class period of an elementary school teacher and the Principal is unable to obtain a substitute teacher to cover said class, the regular elementary school teacher shall be required to cover such class. However, any regular elementary school teacher who is required to give up his/her planning period in order to cover the class periods of a special subject teacher shall be paid thirty-eight dollars and fifty cents ($38.50) per class as of July 1, 2015, thirty-eight dollars and fifty cents ($38.50) per class as of July 1, 2016, and thirty-eight dollars and fifty cents ($38.50) per class as of July 1, 2017. The provisions of Paragraph 96(1) and (2) shall not apply on any days on which assembly programs are held or on any days on which school may be dismissed early for those teachers whose class would be held at that time.

The provisions of Paragraphs 96 (1) and 96 (2) may be subject to the grievance procedure which is contained in Article Twenty-Four: provided however, that no grievance shall go beyond Step #3 which is the step involving an appeal to the School Committee.

LUNCH PERIOD

Paragraph 97. Each teacher shall be entitled to one thirty (30) minute duty-free lunch period. A teacher shall be permitted to leave the school building during his/her lunch period: provided, however, that the teacher shall be required to sign out upon leaving the building and to sign in upon returning to the building. The purpose of this requirement is to ensure that a class is covered in the event that a teacher may be unavoidably late upon returning to the building. A teacher who is late returning to class after lunch on more than two occasions may be denied the privilege of leaving the building for the remainder of the year, at the discretion of the Superintendent.

Article 10

SALARIES

Paragraph 100A. Effective July 1, 2015 and subject to the provisions of this Agreement, the compensation for each Professional Employee for his/her work year shall conform to the following schedule.

Paragraph 100B. Category H – JD only will be deleted for anyone hired after July 1, 2012.

August 2015

Step	B	B+15	B+30	M	M+15	M+30	M+45	PHD
1	42218	43733	45248	47167	48682	50197	52116	53631
2	42622	44137	45652	47571	49086	50601	52520	54035
3	47268	48783	50298	52217	53732	55247	57166	58681
4	47672	49187	50702	52621	54136	55651	57570	59085
5	52722	54237	55752	57671	59186	60701	62620	64135
6	53227	54742	56257	58176	59691	61206	63125	64640
7	57772	59287	60802	62721	64236	65751	67670	69185
8	58277	59792	61307	63226	64741	66256	68175	69690
9	63226	64741	66256	68175	69690	71205	73124	74639
10	63832	65347	66862	68781	70296	71811	73730	75245
11	70902	72417	73932	75851	77366	78881	80800	82315
14	72200	73700	75200	77100	78600	80100	82000	83500

August 2016

Step	B	B+15	B+30	M	M+15	M+30	M+45	PHD
1	42640	44170	45700	47639	49169	50699	52637	54167
2	43048	44578	46109	48047	49577	51107	53045	54575
3	47741	49271	50801	52739	54269	55799	57738	59268
4	48149	49679	51209	53147	54677	56208	58146	59676
5	53249	54779	56310	58248	59778	61308	63246	64776
6	53759	55289	56820	58758	60288	61818	63756	65286
7	58350	59880	61410	63348	64878	66409	68347	69877
8	58860	60390	61920	63858	65388	66919	68857	70387
9	63858	65388	66919	68857	70387	71917	73855	75385
10	64470	66000	67531	69469	70999	72529	74467	75997
11	71611	73141	74671	76610	78140	79670	81608	83138
14	72922	74437	75952	77871	79386	80901	82820	84335
17	74700	76200	77700	79600	81100	82600	84500	86000

August 2017

Step	B	B+15	B+30	M	M+15	M+30	M+45	PHD
1	43280	44833	46386	48353	49906	51459	53427	54980
2	43694	45247	46800	48767	50321	51874	53841	55394
3	48457	50010	51563	53530	55083	56636	58604	60157
4	48871	50424	51977	53944	55498	57051	59018	60571
5	54048	55601	57154	59121	60675	62228	64195	65748
6	54566	56119	57672	59639	61192	62745	64713	66266
7	59225	60778	62331	64298	65852	67405	69372	70925
8	59743	61296	62849	64816	66369	67922	69890	71443
9	64816	66369	67922	69890	71443	72996	74963	76516
10	65437	66990	68544	70511	72064	73617	75584	77137
11	72685	74238	75791	77759	79312	80865	82832	84385
14	74016	75554	77091	79039	80577	82115	84062	85600
17	76071	77593	79116	81044	82567	84089	86018	87540
20	78200	79700	81200	83100	84600	86100	88000	89500

Nurses with an RN and the State Certification shall be placed on the teachers' Bachelors schedule.

In the manner and to the extent provided in this Paragraph, a Professional Employee new to the Rockland Public Schools shall be placed on the Salary Schedule in accordance with his/her training and experience. The placement on the Schedule shall allow credit for training and experience in accordance with the judgment and the opinion of the Superintendent provided however, that the maximum credit shall not exceed the new Professional Employee's actual or constructive experience.

Paragraph 101. Actual teaching while in military service may be credited as teaching experience. An experience credit of one (1) year shall be allowed for twelve (12) months of active military service other than teaching provided, however, that the allowance of experience credit in excess of one (1) year for more than twelve (12) months of active military service shall be determined by the Committee.

Paragraph 102. Salary increments for all Professional Employees are not automatic and they will be approved only when in the opinion of the Superintendent an otherwise eligible Professional Employee has demonstrated a continued high standard of professional performance and improved efficiency of service. Teachers who receive a needs improvement or unsatisfactory rating on his/her evaluation may not receive a step increase.

Paragraph 103. A Professional Employee who desires to pursue additional studies to qualify for lateral advancement on the Salary Schedule shall present to the Superintendent in writing his proposed program or course of advanced study. Within a reasonable time following the receipt of the proposed program, the Superintendent shall approve the program or course or indicate to the employee changes in said program or course which will make it acceptable. Only studies which, in the opinion of the Superintendent, significantly contribute to the quality of knowledge in special subject areas or related teaching skills in general will be approved by the Superintendent for the purpose of advancement on the Salary Schedule. Professional Employees shall not pursue studies leading to more than six (6) credits in any one (1) semester.

Paragraph 104. A Professional Employee who desires and is eligible to advance from one column in the Salary Schedule to another by reason of earned credits or advanced degrees shall notify the Superintendent in writing no later than November 1st in the school year preceding the school year in which the advancement will become effective. Study transcripts substantiating additional credits as the basis for advancement on the Salary Schedule shall be delivered to the Superintendent no later than October 1st. Salary advancements based on professional improvement as provided in this Article Ten shall become effective only during the month of September in any school year and shall commence with the first pay period in October.

Paragraph 105. In the event that a Professional Employee does not report for work for a reason not approved by the Committee, the Committee may deduct from the salary payable to said Professional Employee 1/183 of his annual salary for each school day of absence. Except in the event of illness or an emergency as defined by the Superintendent, absence for more than one-half (1/2) of a school day shall be considered as absence for a full school day.

Paragraph 106. The salary as provided in Paragraph 100 for each Professional Employee on a ten (10) month contract shall be paid in twenty-six (26) equal biweekly payments beginning in September. Employees working more than a ten (10) month contract shall be paid in twenty-six (26) equal biweekly payments beginning in September, provided however, that a Professional Employee may, by mutual agreement with the Superintendent or as otherwise provided by law receive his/her salary on a different payment schedule.

Paragraph 107. If the School Committee requests that a particular course be taken at an accredited college, university or professional training school, then, upon certification of successful completion, the School Committee will reimburse a teacher already employed, for tuition, costs of reasonable travel and expenses.

Paragraph 107 The Committee will grant tuition reimbursement to teachers covered by this agreement who pursue advanced study under the following terms and conditions:

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

2) Course Offering
A teacher may participate in a course offered by the School Committee. The School Committee shall offer two (2) courses each year provided that at least twelve (12) teachers enroll and participate in each course. The Association and Assistant Superintendent will make a recommendation for course, instructor, and cost to the School Committee.

3) Tuition Reimbursement

2015-2016	$425/per credit
2016-2017	$425/per credit
2017-2018	$425/per credit

a) Teachers who are enrolled in a graduate course will receive reimbursement for up to six (6) semester hours per year.

b) Reimbursement may not exceed six (6) semester hours in any one (1) year.

c) Reimbursement under this paragraph will be limited to tuition. Books, registration, and transportation will not be reimbursed.

d) Reimbursement will be paid to the teacher upon presentation of evidence of payment and satisfactory completion of requirements.

Paragraph 108. Any members of the Bargaining Unit who are required to serve on a jury shall be compensated at the regular rate of pay for all such time served. If any payment is made by the court to such individual, that payment shall be endorsed over to the Rockland School Committee except for any portion of the payment which has been made for the purpose of expenses.

Article Eleven

SUPPLEMENTARY COMPENSATION

Paragraph 110. The performance of duties as provided in this Article shall be voluntary and subject to the specific compensation provided in Paragraph 111. The objectives and policies affecting the staffing and the extent of the duties described in this Article shall be determined by the Superintendent. In the manner and to the extent provided in Paragraph 111 and in Paragraph 113, all assignments for the performance of the duties provided in this Article shall be for one (1) school year and except for Supervisors on Professional Teacher Status as provided in the Administrators Salary Schedule in Paragraph 111, said assignments shall not in any way create or become subject to any kind of Professional Teacher Status provided, however, that an activity and the related position as described in this Article may be terminated at any time by the Committee. A Professional Employee who receives supplementary compensation for the performance of the duties as provided in this Article shall not have release time because of said duties. The designation of an activity or of a position and a salary therefore as provided in this Article shall not be construed to require the employment of a Professional Employee for said activity or position. Nothing in this Article shall be construed to create a position or to require the continuance of an existing position. Increases on supplementary salaries are based on satisfactory evaluations.

Paragraph 111. Effective July 1, 2015 and subject to the provisions of this Agreement, the compensation for a Professional Employee for the performance of the extra or special duties as provided in this Paragraph during the work year shall conform with the following schedule:

SCHEDULE OF SUPPLEMENTARY COMPENSATION

	2015-2016		2016-2017		2017-2018	
Coaches						
Athletic Director	11,120	12,484	11,120	12,484	11,120	12,484
Athletic Trainer*	20,500		20,500		20,500	
Athletic Game Administrator (all 3 seasons)	5,000		5,000		5,000	
Baseball	5,420	6,107	5,420	6,107	5,420	6,107
Baseball Assistant	3,780	4,192	3,780	4,192	3,780	4,192
Basketball	6,902	7,588	6,902	7,588	6,902	7,588
Basketball Assistant	4,192	4,602	4,192	4,602	4,192	4,602
Cheerleaders	3,112		3,112		3,112	
Cheerleaders Asst.	2,301		2,301		2,301	
Cross Country	3,917	4,468	3,917	4,468	3,917	4,468
Football	9,191	10,023	9,191	10,023	9,191	10,023
Football Assistant	5,287	5,695	5,287	5,695	5,287	5,695
Freshmen Football	4,738	5,148	4,738	5,148	4,738	5,148
Golf	3,917	4,468	3,917	4,468	3,917	4,468
Hockey	5,933	6,767	5,933	6,767	5,933	6,767
Hockey Assistant	3,917	4,468	3,917	4,468	3,917	4,468
Lacrosse	3,507	3,917	3,507	3,917	3,507	3,917
Soccer	5,420	6,107	5,420	6,107	5,420	6,107
Soccer Assistant	3,507	3,917	3,507	3,917	3,507	3,917
Softball	5,420	6,107	5,420	6,107	5,420	6,107
Softball Assistant	3,780	4,192	3,780	4,192	3,780	4,192
Swimming	3,507	3,917	3,507	3,917	3,507	3,917
Tennis	3,917	4,468	3,917	4,468	3,917	4,468
Track	5,148	5,833	5,148	5,833	5,148	5,833
Track Assistant	3,507	3,917	3,507	3,917	3,507	3,917
Volleyball	5,420	6,107	5,420	6,107	5,420	6,107
Volleyball Assistant	3,507	3,917	3,507	3,917	3,507	3,917
Wrestling	5,933	6,767	5,933	6,767	5,933	6,767
Wrestling Assistant	3,917	4,468	3,917	4,468	3,917	4,468

*The pay scale reflects the qualifications and experience of the trainer employed as of July 1, 2012. If there is a change in the employee assigned to this position, the REA negotiator and the Superintendent of Schools will re-negotiate the pay scale to reflect the qualifications and experience of the new employee.

It is agreed that all coaches are required to attain and retain CPR Training.

If an individual coaches a separate boys and girls varsity team in the same sport, the individual shall be entitled to 1.5 times the standard varsity pay.

Co-Curricular Activities

Faculty Advisors	2015-2016	2016-2017	2017-2018
Band Director High School	4,938	4,938	4,938
Band Director Middle School	2,331	2,331	2,331
Choral Director	2,331	2,331	2,331
Community Service Advisor	3,064	3,064	3,064
Curriculum Leaders	3,491	3,491	3,491
Dean of Men	5,138	5,138	5,138
Dean of Women	5,138	5,138	5,138
Debate Coach	2,331	2,331	2,331
Debate Coach Assistant	1,654	1,654	1,654
Director of Adult Education	1,332	1,332	1,332
Director of Dramatic Arts	2,680	2,680	2,680
Director (Ass't) of Dramatic Arts	2,105	2,105	2,105
Director of Summer School	2,200	2,200	2,200
Drill Team Instructor	1,044	1,044	1,044
Elementary Chorus(per building)	1,000	1,000	1,000
Elementary and Middle Drama	2,528	2,528	2,528
Elementary Intramurals	3,507	3,507	3,507
Elementary Lead Teacher	1,650	1,650	1,650
Freshman class Advisor	1,503	1,503	1,503
Future Teachers Advisor	1,466	1,466	1,466
Grade 8 event advisor	500	500	500
High School Intramurals	3,507	3,507	3,507
Junior Class Advisor	1,948	1,948	1,948
Key Club Advisor	2,366	2,366	2,366
Literary Magazine Editor	1,202	1,202	1,202
Math Team Advisor	2,166	2,166	2,166
MCAS Coordinator (RHS)	3,000	3,000	3,000
MCAS Coordinator (RMS)	3,000	3,000	3,000
Mentor Leaders (max 6 in the district)	1,650	1,650	1,650
Mentors (flexible based on new hires)	1,150	1,150	1,150
Mentors (second year)	500	500	500
Middle School Intramurals	3,507	3,507	3,507
Middle School Junior NHS	1,150	1,150	1,150
Middle School Student Council	1,803	1,803	1,803
Mock Trial Advisor (2)	2,000	2,000	2,000

	2015-2016	2016-2017	2017-2018
Model Congress Advisor	2,000	2,000	2,000
National Honor Society	2,222	2,222	2,222
School Newspaper Advisor	1,796	1,796	1,796
Senior Class Advisor	2,331	2,331	2,331
Sophomore Class Advisor	1,503	1,503	1,503
Student Council Advisor	4,000	4,000	4,000
Student Council Ass't Advisor	2,700	2,700	2,700
Technology Integration Specialist	4,000	4,000	4,000
WRPS Station Manager	21,000	21,000	21,000
Yearbook Advisor Middle	1,354	1,354	1,354
Yearbook Business Advisor	2,528	2,528	2,528
Yearbook Literary Advisor	2,528	2,528	2,528

- Future stipend positions will be negotiated between the Superintendent and the REA Negotiator with ratification by the REA and the School Committee.
- Co-Curricular Activity stipends may be split between members.

Paragraph 112. In the manner and to the extent provided in this Paragraph 112, the Committee will, effective July 1, 2009 pay Supplementary Compensation for the performance of various duties as follows:

Paragraph 112 (a) Department Heads and Coordinators of the Rockland Public Schools shall be on:

1) The salary Schedule as provided in Paragraph 100 and each Department Head and Coordinator will be placed on the following differential schedule. Department Heads and Coordinators will work a combination of eight (8) extra days beyond the school year based upon consultation with the Principal.

Department Head groupings (10 month)

Supervise 1 - 7 (Teach 4 classes)			**Supervise 8+ (Teach 3 classes)**		
9/15	**9/16**	**9/17**	**9/15**	**9/16**	**9/17**
$5,565	$5,565	$5,565	$6,350	$6,350	$6,350
$5,702	$5,702	$5,702	$6,484	$6,484	$6,484
$5,839	$5,839	$5,839	$6,622	$6,622	$6,622
$5,976	$5,976	$5,976	$6,757	$6,757	$6,757

2) Department Heads and Coordinators may work eleven (11) months in each school year upon mutual agreement with the Superintendent of Schools and approval of the School Committee and shall be on the Salary Schedule as provided in Paragraph 100 and placed on the following differential schedule:

Department Head groupings (11 month)

Supervise 1 - 7 (Teach 4 classes)			**Supervise 8+ (Teach 3 classes)**		
9/15	**9/16**	**9/17**	**9/15**	**9/16**	**9/17**
$10,483	$10,483	$10,483	$11,224	$11,224	$11,224
$10,611	10,611	$10,611	$11,353	$11,353	$11,353
$10,739	$10,739	$10,739	$11,481	$11,481	$11,481
$10,868	$10,868	$10,868	$11,610	$11,610	$11,610

Those who prefer may elect to work twelve (12) months in each school year and be paid an additional amount equal to ten (10) percent of their base salary upon mutual agreement with the Superintendent of Schools and approval of the School Committee.

Each Department Head and Coordinator may be expanded to Grades K-12 upon mutual agreement with the Superintendent of Schools and approval of the School Committee.

5 (a) K-12 Department Heads, (Art, Music, Family Consumer Science and District-Wide Librarian) will receive an additional stipend of nine hundred fifty-five dollars ($955) in 2015-2016, nine hundred fifty-five dollars ($955) in 2016-2017 and nine hundred fifty-five dollars ($955) in 2017-2018.

5 (b) Full-time Counselors (Guidance, Vocational, Adjustment, Social Worker and School Psychologists) Technology/Information Specialists, Academic coaches and Behavior Specialists shall be on the Salary Schedule as provided in Paragraph 100, and each of said employees shall be paid an additional amount of four (4%) of their base salary, as of July 1, 2015, for working a combination of eight (8) extra days beyond the school year based upon consultation with the Principal for a total of 191 work days.

Each of said employees may be paid an amount equal to ten percent (10%) of his/her applicable salary for working eleven (11) months in each school year, upon mutual agreement with the Superintendent of Schools and approval of the School Committee, for a total of 203 work days.

Employees on a twelve-month contract will be paid an amount equal to twenty percent (20%) of his/her applicable salary upon mutual agreement with the Superintendent of Schools and approval of the School Committee. Twelve-month employees will work a total of 223 workdays. Twelve Month Employees hired after July 1st 2012 will work either 223, 228, or 233 workdays depending on vacation time earned.

Twelve-month employees with receive the following vacation time:

1 - 3 years experience	15 days
4 - 6 years experience	20 days
7+ years experience	25 days

All twelve-month employees under contract before July 1, 2012 will receive 25 days vacation.

5 (c) Professional Employees assigned to the year-round school program shall be on the Salary Schedule as provided in Paragraph 100 and each of said employees shall be paid an additional amount equal to twenty percent (20%) of his/her applicable salary for working twelve (12) months in each school year.

5(d) Part-time Assistant Principals shall be paid according to the following schedule:

Part-time assistant principals shall be paid according the following schedule:

	7/15	**7/16**	**7/17**
Grades pre K - 4	$5,709	$5,709	$5,709
Grade 5- 8	$4,272	$4,272	$4,272

Full-time Assistant Principals shall be paid according to the following schedule:

7/15	**7/16**	**7/17**
$10,000	$10,000	$10,000

The Assistant Principals will act as primary evaluators under the Model Educator Evaluation.

5(e) A Professional employee who has been in the employ of the Committee for more than eleven (11) years shall receive annual longevity pay in accordance with the following schedule:

2015 – 2016

After 11 yrs.	**After 14 yrs.**	**After 19 yrs.**	**After 24 yrs.**	**After 29 yrs.**
$2,150	$2,850	$3,250	$3,650	$4,050

2016 – 2017

After 11 yrs.	**After 14 yrs.**	**After 19 yrs.**	**After 24 yrs.**	**After 29 yrs.**
$2,150	$2,850	$3,250	$3,650	$4,050

2017 – 2018

After 11 yrs.	After 14 yrs.	After 19 yrs.	After 24 yrs.	After 29 yrs.
$2,150	$2,850	$3,250	$3,650	$4,050

- For professional employees who leave service during the school year, longevity will be pro-rated, based on the number of days worked during the school year.

- The employee, at his/her discretion, may receive compensation as part of his/her salary or as one lump sum the first paycheck in December.

5 (f) The compensation for teachers in summer school, evening school, Professional Development, and curriculum work shall be paid at the rate of thirty-eight dollars and fifty cents ($38.50) per hour as of July 1, 2015, thirty-eight dollars and fifty cents ($38.50) as of July 1, 2016, and thirty-eight dollars and fifty cents ($38.50) as of July 1, 2017.

5 (g) Any teacher required to work on Sundays will be paid at the contractual hourly rate.

Article Twelve

INSURANCE AND ANNUITIES

Paragraph 120. Upon the request of a Professional Employee, the Committee will enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403 of the Internal Revenue Code and as it may be amended from time to time and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee. The effective date of the annuity plan shall be January 1st and April 1st of each calendar year. All arrangements for the participation of the Professional Employees in the annuity plan described in this Paragraph shall be made outside of school hours.

Paragraph 121. The group insurance provided by the Town of Rockland and as amended during the term of this Agreement shall be applicable to the Professional Employees covered by this Agreement who advise the Superintendent in writing that they desire to participate in said group insurance.

2015 - 2018 The Employer shall pay 79% of group insurance provided by the Town of Rockland.

Article Thirteen

SICK LEAVE

Paragraph 130. In the manner and to the extent provided in this Article, a Professional Employee on a regular Teachers' Contract who is unable to work because of illness or non-occupational injury requiring confinement or treatment by a licensed physician, shall upon notification to the Office of the Superintendent as soon as possible after the beginning of said illness or the occurrence of said injury receive sick pay up to the maximum of fifteen (15) days exclusive of accumulated sick pay as provided in Paragraph 131, in any single school year. A Professional Employee on an eleven (11) month contract shall receive sixteen and one-half (16.5) days and a Professional Employee on a twelve (12) month contract shall receive eighteen (18) days. Up to five (5) of said fifteen (15) days may be utilized by an otherwise eligible employee in the event of serious illness of his/her children, parents, spouse and/or other relative residing in the same household with the employee. The provisions of this Paragraph shall not apply in the event of maternity leave or to an injury incurred in the course of gainful employment or self-employment other than as an employee of the Committee except where said gainful employment is directly related to professional improvement work approved in advance by the Superintendent

Paragraph 131. The sick pay as provided in Paragraph 130 shall apply to a Professional Employee who has completed one (1) school year of employment by the Committee and who has signed his/her employment contract for the ensuing school year and shall be cumulative from year to year up to a maximum total of one-hundred-eighty-five (185) days as of July 1, 1991. As of July 1, 1991, an employee on an eleven-month contract may accumulate two hundred (200) sick days and an employee on a twelve-month contract may accumulate two hundred-twenty (220) sick days. During the first school year of employment, a Professional Employee who reports for duty in accordance with his/her employment contract shall be eligible to receive one and one-half (1 1/2) days of sick pay for each month of employment subject to a maximum of fifteen (15) days of sick pay during the first school year, provided however, that when such employee is absent from duty because of illness in excess of the sick leave earned at that time in accordance with the provisions of this Article, he/she shall receive compensation for the number of sick days in excess of those earned up to a maximum of five (5) days. If the employment of the teacher should be terminated before the full amount of sick leave for which he/she was compensated is earned, the necessary deductions shall be made from his final paycheck. Before approving sick leave as provided in this Article, the Committee may require a certificate signed by the attending physician of the illness or injury of an employee who has been absent from work for more than five (5) consecutive days in any single school year.

Paragraph 132. A teacher employed before July 1, 2010 who has served in the Rockland Public Schools for a minimum of fifteen (15) years who retires/resigns will be entitled to sick leave buy back, up to one-hundred (100) days after eighty (80) days of accumulated sick leave or twenty percent (20%) of current pay, whichever is greater. This sum will be paid to the teacher upon retirement from the Rockland Public Schools or his/her estate in the event of his/her death. A statement from the Massachusetts Teachers' Retirement Board that the teacher is actually retiring will be required. A teacher employed after July 1, 2010 will be eligible for the same benefit after 20 years. A teacher employed after July 1, 2012 who has served in the Rockland Public Schools for a minimum of twenty (20) years who retires/resigns will be entitled to sick leave buy back, up to one-hundred (100) days after eighty (80) days of accumulated sick leave but not the 20% separation benefit. A teacher employed after July 1, 2015 who has served in the Rockland Public Schools for a minimum of twenty (20) years who retires/resigns will be entitled to sick leave buy back, up to fifty (50) days after eighty (80) days of accumulated sick leave but not the 20% separation benefit. In either case, if at a later date the teacher returns to the service of the Rockland Public Schools, any monies received under this paragraph must be returned to the Town of Rockland.

The following rates will apply for this contract:

2015 - 2016	**2016 - 2017**	**2017 – 2018**
$250/day	$255/day	$260/day

Paragraph 133. Upon the effective date of this Agreement, a Sick Leave Bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

At the beginning of the school year, 1991, members of the professional staff covered by this Agreement who wish to participate in said Bank shall each contribute one (1) of their annual fifteen (15) days of sick leave in order to fund the Bank. Said days in the Sick Leave Bank shall not be accumulated from one year to the next but may be replenished once a year if needed and any replenished days may be carried over until used up. The Bank shall be renewed each year by eligible employees of the professional staff who wish to participate in said Bank by contributing one (1) of their annual fifteen (15) days of sick leave to refund the Bank.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the School Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Rockland School System.

Paragraph 133 (A) Decisions of the Sick Bank Committee are not subject to grievance and/or arbitration.

Paragraph 134. If during the course of any one school year a teacher uses the sick leave to which he is entitled only for personal emergency reasons or for the observance of Religious High Holy Days as provided in Article Fifteen and if said teacher does not use any of the sick leave to which he is entitled for any of the reasons which are set forth in Paragraph 130 or Article Thirteen, said teacher shall be entitled to one (1) additional noncumulative Bonus Personal Day of Leave to be taken the following school year and to be used for any reason which the teacher wishes. A teacher shall notify the Superintendent of Schools at least one (1) day prior to the day on which the teacher intends to use the bonus personal day.

Article Fourteen

Bereavement

Paragraph 140. In the event of the death of the parent, spouse, child, sibling, mother-in-law, father-in-law, or grandchild of a Professional Employee or another relative or domestic partner of said employee who at the time of death is living in the same household as the Professional Employee, the employee shall receive a leave of absence (with pay) for a period not to exceed five (5) days. In the event of the death of a grandparent, brother-in-law or sister-in-law the employee shall receive a leave of absence (with pay) not to exceed three (3) days. In the event of the death of a spouse's grandparent, aunt, uncle, niece, and nephew, the employee shall receive a leave of absence of one (1) day (with pay).

Article Fifteen

LEAVE OF ABSENCE

Paragraph 150. A full time Professional Employee may use two (2) of the fifteen (15) days of sick leave as provided in Paragraph 130 as a personal day. A personal day may not be used to extend a vacation, a long weekend, or a holiday week and no one will be allowed to use more than two days consecutively without approval of the Superintendent of Schools. Upon advance notice in writing delivered to the Superintendent, a full-time Professional Employee may use three (3) of the fifteen (15) days of sick leave as provided in Paragraph 130 for the observances of Religious High Holy Days, which shall not be considered personal days as provided in this Paragraph. If there is going to be a transfer or a room change, then any teacher covered by this contract will be eligible for two additional personal days, one each year for two years, unless, a change in work schedule had been made to accommodate their move.

Paragraph 151. With the advanced approval of the Superintendent, with pay and without reimbursement for expenses by the Committee, Professional Employees who are duly qualified representatives of the Plymouth County Education Association, the Massachusetts Teachers' Association or the National Education Association may at the discretion of the Superintendent be allowed to attend conferences and conventions sponsored by said Associations. Association Leadership will give the Superintendent ten days advanced notice in writing of members who will be attending the above mentioned conferences.

Paragraph 152. A full-time Professional Employee shall be entitled to a Leave of Absence with pay for the reasonable time required for appearances in legal proceedings related to his work or employment as an employee of the Committee.

Paragraph 153. Military leave without pay shall be granted to a Professional Employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon his/her return from Military Leave, a Professional Employee shall be placed on the Salary Schedule at the level he/she would have attained had he/she remained actively employed in the Rockland Public Schools during the period of his/her absence, subject to a maximum of four (4) years.

Paragraph 154. In the manner and to the extent provided in this Paragraph, a full-time employee shall, upon application to the Superintendent, receive a Maternity Leave of Absence for not longer than one (1) year, without pay or increment, provided that:

1. The employee notified the Superintendent as soon as the pregnancy was determined.

2. An employee on Maternity Leave shall notify the Superintendent in writing not later than April 15 in any calendar year of her intention to resume her duties as an employee at the beginning of the following school year.

3. Evidence of fitness and ability to perform the duties of an employee satisfactorily to the Superintendent shall be delivered to the office of the Superintendent prior to the resumption of work after a Maternity Leave.

4. Pursuant to Massachusetts General Laws, Chapter 151B, Section 4(1), Chapter 149, Section 105D and the Family Medical Leave Act of 1993, every full-time female employee is now entitled as a matter of law to a least eight (8) weeks Maternity Leave if she complies with the following conditions:

   a. She has completed an initial probationary period set by her employer which does not exceed six (6) months or in the event the employer does not utilize a probationary period for the position in question has been employed for at least three (3) consecutive months.

   b. She gives two (2) weeks notice of her expected departure date and notice that she intends to return to the job.

   c. She is entitled to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, if she terminates her Maternity Leave within eight (8) weeks. (The guarantee of a same or similar position is subject to certain exceptions specified in M.G.L.C. 149, S. 105D)

5. Accrued sick leave benefits shall be provided for Maternity Leave purposes under the same terms and conditions which apply to other temporary medical disabilities.

6. An employee requesting a Leave of Absence under the provisions of this Paragraph shall file an application on a form provided by the Committee at the Office of the Superintendent and the employee shall notify the Superintendent as soon as practicable of the termination of pregnancy.

Paragraph 155. When a full-time Professional Employee is designated in writing by the Association as its representative to attend a Step No. 2 grievance meeting as provided in paragraph 242 during a school day, the employee will upon not less than two (2) days notice if possible to his/her Principal or immediate supervisor and to the Superintendent be released from his assigned work without loss of pay for such time as is reasonable and necessary to attend said meeting. The Association and the Professional Employees agree that the privilege authorized in this Paragraph will not be abused.

Paragraph 156. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a leave of absence for not longer than one (1) year without pay or increment may be granted to a Professional Employee on tenure for the purpose of enabling the employee to care for a person within his immediate family who is ill and requires care provided that the employee delivers to the Superintendent evidence satisfactory to him that it is necessary for the employee requesting the Leave of Absence to care for the ill person.

Paragraph 157. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a Leave of Absence for reasons of health for not longer than one (1) year without pay or increment may be granted to a Professional Employee who has worked in the Rockland School System for five (5) or more continuous years provided that the employee delivers to the Superintendent evidence satisfactory to the Superintendent of the need for said Leave of Absence.

Paragraph 158. The Leave of Absence as provided in Paragraph 151, Paragraph 152, Paragraph 153, Paragraph 154 and Paragraph 155 shall be in addition to sick leave as provided in Article Thirteen and in the event of such Leave of Absence, the Professional Employee shall not be required to arrange for his substitute.

Paragraph 159. A Leave of Absence may upon application in writing be extended in the sole discretion of the Committee. All matters pertaining to salary increment, supplementary compensation and duties and related matters upon the return from an extended Leave of Absence shall be determined by the Committee in each instance and whenever possible, transmitted in writing to the employee at the time the extended leave is granted provided however, that an extended Leave of Absence shall not affect accumulated sick leave as provided in Article Thirteen.

Paragraph 159 (A). A Professional Employee who is serving on tenure shall upon application in writing be entitled to take a Child Rearing Leave of Absence without pay for the purpose of caring for a child of pre-school age of said employee. Such Leave of Absence shall except in unusual circumstances extend for the duration of either one (1) full school year or two (2) full school years, and such leave shall commence in September and shall end in June of the relevant school year.

Paragraph 159 (B). A Professional Employee who is serving on tenure shall upon application in writing be entitled to take a Leave of Absence without pay for the purpose of exploring career alternatives. Such Leave of Absence shall extend for the duration of one (1) full school year, and such leave shall commence in September and shall end in June.

Article Sixteen

Electronic Grading System

Paragraph 160. As electronic grading becomes available for all levels, the following procedure will apply: in order for educators to properly implement an electronic grading system, the District shall provide training on the current District adopted software. It is understood that some staff may need to participate in more than one (1) training session. The educators of Rockland are required to use the current District adopted software for the purpose of providing all of the assessments/grades that the individual educator uses to arrive at final grade for progress report or report cards. The number/categories of grades are determined by the educator. The Rockland Public School District provides access for parents of students in grades 5-12 on a continuous basis. All grades will be entered into the system as soon as the grading process is complete for that assignment. Until the parties agree to open the portal to the electronic grading system for the parents of students in pre k-4, the current system will remain in place. Grade Level Administrators will determine appropriate timelines for the updating of the gradebook.
The parties will develop guidelines for parent/guardian use and publish them in student handbooks. Both parties acknowledge the limitations of technology and the impact it may have on posting grades and responding to parent queries.

Article Seventeen

REDUCTIONS IN FORCE

Paragraph 170. The Committee retains the exclusive right and sole responsibility to determine the number of teaching and other professional positions needed in the school system including the right to determine the number of employees to be laid off, recalled, or that a particular type of teaching service should be discontinued. Such decisions shall not be subject to the Grievance and Arbitration procedure but, once made, the following policy for reduction in personnel will be followed:

In all cases the provisions if applicable laws as they pertain to the dismissal of teachers(s) with professional teacher(s) without professional teacher status shall apply. M.G.L. (Massachusetts General Laws) Chapter 71, Section 42

A teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified (certified) to fill.

If the Superintendent determines, it is necessary to reduce the number of teachers with professional teacher status covered by this Agreement, he/she shall attempt to accomplish said reduction by attrition.

In the event it becomes necessary for the Committee to reduce the number of Professional Employees in the bargaining unit because of financial limitation, reasons of economy, decrease in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of the employees who are affected by any such reduction.

No teacher with professional standing, as defined in this Contract, shall be dismissed due to Reduction in Force (RIF) until all per diem, and long-term substitutes and any part-time teachers, and/or nonprofessional standing teachers, whose positions such professional standing teachers are certified to fill, have been dismissed.

Paragraph 171. **Seniority**
Seniority means a teacher's length of continuous service in years, months, and days in the Rockland Schools, provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of service as defined above from their initial date of employment (not hiring). For purposes of computing seniority, time spent on the following types of leaves shall be included: paid sabbatical leave, a paid leave of absence granted for any other reason, military leave (only to the limits required to be credited by state or federal law), any leave for which increment credit is granted, leave granted to serve in the America Corps, as an exchange teacher or other service judged comparable by the Superintendent.

In the event a reduction cannot be accomplished by attrition and a teacher with professional teacher status must be laid off, the Superintendent shall lay off the least senior teacher within the area of certification concerned. A teacher who is laid off may bump a less senior teacher in an area in which the teacher laid off is certified. In the event a teacher who is laid off may be eligible to continue employment by bumping or otherwise as a result of holding multiple certifications, the Superintendent will make a good faith effort to assign the eligible teacher to the available position most comparable to that position from which the eligible teacher was laid off. The eligible teacher will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment. The Association agrees that the final decision with respect to the assignment of such eligible teachers shall be that of the Superintendent and shall not be subject to the Grievance and Arbitration provisions of the Agreement between the Association and the Committee. Teachers that are currently employed as of May 18, 2009 at a part-time status will be given one year of seniority for every two years of service.

If a professional status teacher loses his/her position within a department/classification, the teacher may displace a less senior professional status teacher in another department/classification provided the teacher is certified in the new area.

"New area" is defined as content subject area in which a teacher is certified but has not actively taught in the five years previous to the displacement. It is also defined as movement between elementary, middle and high school. Professional development is required in order to access the new teaching assignment. A plan will be developed between the teacher and district to provide training equivalent to two weeks during the summer and ongoing professional development for 30 hours during the school year. The

teacher and the district will agree upon the schedule of this professional development. The goal of the plan is the success of the teacher.

Except in unforeseen circumstances, teachers whose employment will be terminated in full or in part by a reduction in staff to be effective at the beginning of the ensuing school year shall be notified by May 1 of the school year preceding that in which the reduction is to take place. In no event shall such notification be later than June 15 of the school year proceeding the September in which the reduction is to be effectuated. However, it is understood that the Superintendent has the right to layoff teachers pursuant to declining enrollment or other budgetary reasons at any time.

If in applying the foregoing, it happens that there is a tie between two or more teachers, then the following criteria shall be applied, in order to resolve the tie:

a. The teacher with the highest level of recognized certifications by the department of education (Professional, Initial, Preliminary).

b. If the tie still persists, then the tie shall be resolved at the discretion of the superintendent giving consideration to the teacher quality of performance, qualifications, other educational contributions degree /professional training and the educational needs (non-budgetary) of the school district.

Paragraph 172. **Recall**
Teachers shall be recalled in the reverse order of layoff and for positions for which they are qualified. If a vacancy still exists the committee agrees to offer any position to laid off teacher(s) most senior and qualified, prior to the hiring of new staff. Any teacher who declines recall twice shall have waived any other recall rights.

Teachers of non-professional standing will have no recall rights. Teachers with professional standing will be recalled in reverse order of their layoff as positions for which they are qualified become open. Teachers with professional standing will remain on a recall list for a period of two (2) years from their date of dismissal. If a teacher is recalled, their seniority will continue from their previous time of full-time service. The time spent on recall counts towards continuous service but does not count towards seniority.

Teachers on the recall list will be given first priority in filling substitute teachers' vacancies in their field(s) of certification if they indicate, in writing, that they desire such employment.

When vacancies occur in the certification area(s) of a teacher on the recall list, such teacher shall be notified by certified mail at his/her last address of record. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list. It shall be the

responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools or his/her designee, in writing, of changes of address.

Teachers on the recall list shall have priority in filling vacancies as hereinbefore set forth. No new personnel shall be hired to fill such vacancies until all appropriate teachers on the recall list have been offered the vacancy pursuant to the provisions of this paragraph.

Article Eighteen

TEACHER FACILITIES

Paragraph 180. The Committee agrees that during the term of this Agreement each school building will contain:

1. a space in each classroom to store instructional materials and supplies.
2. a work area for use in the preparation of instructional materials.
3. a furnished room reserved for the exclusive use of the Professional Employees as a faculty lounge which may be combined with the work area described in Subparagraph (2).
4. a serviceable desk and chair in each classroom.
5. reasonable toilet facilities for the use of Professional Employees and parking facilities.

Subject to the discretion and to the legal authority of the School Building Committee of the Town of Rockland, the School Committee will when appropriate recommend to the School Building Committee that new school buildings be constructed by the Town of Rockland will contain not less than the facilities described in this Paragraph.

Article Nineteen

USE OF SCHOOL FACILITIES

Paragraph 190. During the term of this Agreement, the Committee will continue its past practice with respect to the use of school facilities by the Professional Employees.

Paragraph 191. The Committee agrees to provide a Bulletin Board in the faculty lounge in each school building for use by the Association for the posting of announcements, bulletins, and notices pertaining to the administration of the internal business and affairs of the Association. Each announcement, bulletin and notice shall be signed by the Association representative responsible for posting it.

Article Twenty

PROVISIONS PERTAINING TO EMPLOYMENT-RELATED ASSAULT

Paragraph 200. Professional Employees shall immediately deliver to the Office of the Superintendent a report in writing of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Committee and the Committee will comply with a request by the employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the Committee is not confidential or legally restricted, relating to the incident or the persons involved in the assault. In the manner and to the extent it considers appropriate and reasonable, the Committee will act as liaison between the employee, the police and the courts in a matter arising under the provisions of this Paragraph 200.

Paragraph 201. In the manner and to the extent provided in this Paragraph 201, the Committee will provide the indemnification for its Professional Employees while acting within the scope of their employment as required by the provisions of Section 100C in Chapter 41 of the Massachusetts General Laws. In the event that criminal or civil proceedings are brought against a Professional Employee alleging that he committed an assault while acting within the scope of his employment and the employee is thereafter found not guilty or the proceedings are thereafter dismissed without trial, the Committee will reimburse the employee for the reasonable cost of his defense, including the reasonable fee of an attorney, provided that the employment of such attorney shall have been approved by the Rockland Town Counsel and provided further that the selection of an attorney and the defense of said action or claim complies in all respects with the provisions of Section 100C in Chapter 41 of the General Laws.

Article Twenty-One

PERSONAL INJURY BENEFITS

Paragraph 210. A Professional Employee who is employed by the Committee and who is unable to work because of an injury not due to his negligence incurred during the course and within the scope of his employment will, in the manner and to the extent provided in this Paragraph, receive Workmen's Compensation in accordance with the following schedule:

a) If an employee's disability appears to come under the Workmen's Compensation Law, the employee shall be paid the difference between the employee's salary and what is allowed from Workmen's Compensation.

b) The amount of Workmen's Compensation received will be applied on a prorate basis toward accumulated sick leave used.

Paragraph 211. Before approving the daily compensation as provided in this Article, the Committee may require a certificate by a physician or physicians of its choice at any time or times during the absence or disability of the injured employee for the purpose of determining whether the employee is able to return to work and to adequately perform his/her duties. In the event that the employee fails or refuses to make himself/herself available for a physical examination as directed by the Committee or that a certificate by the physician indicates that the employee is able to return to work and if the employee does not do so before the date determined by the Committee, the daily compensation as provided in this Article will be terminated. The provisions of this Paragraph 211 shall not be subject to the grievance procedure or to arbitration as provided in Article Twenty-Four.

Article Twenty-Two

MISCELLANEOUS

Paragraph 220. The Committee will reimburse Professional Employees for their reasonable actual expenses including meals, lodging and transportation when they attend workshops, seminars, conferences or other sessions for professional improvement at the request or with the advance approval of the Superintendent.

Paragraph 221. During the term of this Agreement, the Committee will maintain the present Flu Clinic when vaccine is available.

Article Twenty-Three

PAYROLL DEDUCTIONS

Paragraph 230. During the term of this Agreement, the Committee will at the written request of Professional Employees who sign and deliver to the Committee a written authorization on a form approved by the Committee make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said employees for group life insurance, group income protection insurance issued by a single insurance carrier, Medical Insurance and for a tax sheltered annuity plan. The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Paragraph.

Paragraph 231. During the term of this Agreement, the Committee agrees that it will, at the written request of Professional Employees who sign and deliver to the Committee an authorization form satisfactory to both the Committee and the Association make deductions in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said employees of their uniform regular, current, annual dues as members of the Rockland Education Association, the Massachusetts Teachers' Association and/or the National Education Association. The Committee and Association agree to adopt an agency fee as a condition of employment.

Paragraph 232. The deduction from wages and salaries as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal withholding taxes and second, deductions for hospital and medical payments, pension or retirement plans or insurance premiums under a plan sponsored by the Committee or by a group of the Professional Employees.

Paragraph 233. The amount of the regular, current, annual Association dues collected by the Committee by deductions from the wages or salaries due and payable to the Professional Employees as provided in Paragraph 231 and a statement in the form which the Committee considers convenient and adaptable to its record keeping procedures designating the name of each employee from whose wages the deductions were made and the amount of each deduction shall be mailed to the Treasurer of the Rockland Education Association at its office in Rockland, Massachusetts.

Paragraph 234. The Authorization Form referred to in Paragraph 231 may be withdrawn by the Professional Employee by whom it was executed at any time by giving at least sixty (60) days notice in writing of such withdrawal delivered to the Chairman of the School Committee of the Town of Rockland at the Office of the School Committee in Rockland, Massachusetts. Said Authorization if not previously canceled or revoked shall be deemed automatically canceled and revoked and of no further force or effect upon the termination of this Agreement or upon the termination of the employment of the Professional Employee by whom it was signed, whichever shall first occur. Notwithstanding any provision to the contrary in the Authorization or in any other document, said Authorization shall be deeded revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

Paragraph 235. It is understood and agreed that the obligations of the Committee with respect to the check off of regular, current, annual Association dues is limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the Committee to make deductions from the wages or salaries due and payable to the Professional Employees as provided in Paragraph 231 is limited to uniform regular, current annual Association dues and does not obligate or require the Committee to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for Association dues received from the Committee by deductions from the wages or salaries due and payable to the Professional Employees under the provisions of this Article or received directly from an employee shall be

applied solely toward the uniform periodic, regular, current, annual Association dues for said employee or employees and that none of said payments will be applied by the Association toward the payment of fines or assessments of any kind.

Paragraph 236. The Committee shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided, however, that upon notice in writing to the Committee by the Association of any such error, the Committee will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay deductions required by the provisions of this Article in the next following pay deductions required by the provisions in this Article if deemed necessary or prudent by the Committee to protect itself against assignments, attachments or liens against the wages or salary of an employee which in the judgment of the Committee are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Committee to do anything or to take any action contrary to law or contrary to government statutes or regulations.

Paragraph 237. The Committee may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Association stating the amount of the uniform, periodic regular, current, annual Association dues. Unless and until advised in writing by the Association that the amount of its uniform, periodic regular, annual dues have been changed in accordance with applicable law, the Committee may conclusively presume that the amount of said annual dues is unchanged.

Paragraph 238. The Association agrees to and does hereby indemnify, defend and hold the Committee harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Committee in reliance upon any information, list, notice, statement or authorization for the check off of Association dues delivered by the Committee, by the Association or by a Professional Employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

Paragraph 239. In the event of the breach of any of the provisions of Article Three, the obligations of the Committee under the provisions of this Article Twenty-three shall, without the necessity of any action by the Committee, forthwith and automatically terminate and shall be of no further force or effect provided however, that upon the presentation of evidence satisfactory to the Committee that the Association has communicated with the employee or employees involved in a breach of Article Three and has called attention to and warned said employee or employees of the provisions of this Paragraph 239, the Committee will limit its action under the provisions of this Paragraph 239 to the employee involved in the breach of Article Three.

Article Twenty-Four

ADJUSTMENT OF GRIEVANCES

Paragraph 240. The Committee and the Association, for itself and as the representative of the Professional Employees agree that the exclusive method for the processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between a Professional Employee of the Association and the Committee which involves the interpretation, meaning, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Association agree to observe and follow the procedure prescribed in this Article and that any determination or decision which shall be made in accordance with said procedure shall be binding upon the Committee, the Association and the Professional Employees.

Paragraph 241. Nothing in this Article will be construed as limiting the right of a Professional Employee to discuss informally a possible or a potential grievance with his immediate supervisor.

Paragraph 242. A grievance as defined in Paragraph 240 and otherwise subject to this Agreement shall be processed in accordance with the following procedure:

a. Step No. 1. The grievance shall be filed with the Principal of the school at which the employee is assigned and thereafter there shall be a prompt discussion of the grievance between the aggrieved employee and the Principal at which a representative of the Association may at the request of the aggrieved employee be present and participate. In the event of the absence or disability of the Principal, the Assistant Principal at the school shall act on behalf of the Principal. A grievance which is not presented by an employee to the Principal or to the Assistant Principal within five (5) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived, the Principal or the Assistant Principal, as the case may be, shall advise the aggrieved employee in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.

b. Step No. 2. In the event that a grievance is not settled in Step No. 1, the aggrieved employee or the Association may within five (5) working days after the date of the decision in Step. No. 1, submit the employee's grievance in writing, signed by the aggrieved employee on a form jointly prepared by the Committee and the Association and delivered to the Office of the Superintendent of Schools. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after the receipt of the written grievance there shall be a discussion with respect to said grievance between the aggrieved employee and the Superintendent at which a representative of the Association shall be present and

participate. In the event of the absence or disability of the Superintendent, the Assistant Superintendent shall act on behalf of the Superintendent. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 2, the Superintendent or the Assistant Superintendent, as the case may be, shall advise the aggrieved employee and the Association in writing of the decision concerning said grievance.

c. Step No. 3. In the event that the decision under Step No. 2 is not satisfactory, the aggrieved employee or the Association may within five (5) working days after the date of said decision file a written appeal to the School Committee requesting that the Committee investigate the grievance. Within five (5) working days after the receipt of the written appeal the grievance shall be discussed among the aggrieved employee, an accredited representative of the Association and not less than three (3) members of the School Committee. The School Committee shall within five (5) working days after the conclusion of the discussion as provided in this Step No. 3 advise the aggrieved employee and the Association in writing of its decision concerning said grievance.

Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or a class of employees may upon the written request to the other Party by the Committee or by the Association be consolidated and processed as a single grievance provided however, that procedures shall be subject to all the provisions of this Article.

Paragraph 243. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 242, the grievance may be submitted to arbitration in accordance with the following procedure:

a. The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within five (5) working days after the date of the final determination under the grievance procedure as provided in Step No. 2 in Paragraph 242.

b. Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 294 Washington Street, Boston, Massachusetts 02108 for the appointment of an arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) days period, the Committee and the Association mutually agree upon an arbitrator.

c. The request for arbitration shall state the provision or provisions of this Agreement on which the grievance is based and shall state the remedy or the relief sought by the Party requesting arbitration.

d. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to change the established Salary Schedule or other forms of compensation as provided in the Agreement not to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation effective on or retroactive to a date earlier than the beginning of the school year prior to the filing of the written grievance as provided in Step No. 2 in Paragraph 242. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages.

e. The arbitrator shall mail his written decision simultaneously to the Committee, to the Association and to the Aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association and the aggrieved employee.

f. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Paragraph 244. By mutual agreement in writing between the Committee and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 240 and in Paragraph 241 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure or directly submitted to arbitration as prescribed in Paragraph 242. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Committee or by the Association before any State or Federal regulatory agency.

Paragraph 245. Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Association or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The Committee, the Association and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of the time limitations provided in this Article.

Paragraph 246. The breach of any of the provisions of Paragraph 30 by one or more Professional Employees shall, at the option of the Committee, terminate the obligation of the Committee to arbitrate a dispute involving those employees.

Article Twenty-Five

PROVISIONS FOR REOPENING

Paragraph 250. Articles Nine, Ten, Eleven and two other Articles or Paragraphs may be reopened by the Committee or by the Association to take effect on July 1, 2018 by a notice in writing received by the other Party not later than October 15, 2017. In the event of a reopening as provided in this Paragraph, the Committee and the Association agree to meet promptly to institute appropriate negotiations.

Article Twenty-Six

SCOPE OF AGREEMENT

Paragraph 260. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association, to the Professional Employees and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understanding and agreements among the Parties concluded during the courses of negotiations are fully stated in this Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual Professional Employee.

Paragraph 261. The Committee and the Association, for itself and on behalf of the Professional Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement provided however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Twenty-four.

Paragraph 262. A new position within the bargaining unit for which compensation is not provided in Paragraph 100, Paragraph 111 or in Paragraph 112 and the salary therefore shall become effective on the date the position is established and installed by the Committee. The salary established by the Committee shall continue in effect until a different salary is agreed upon by the Committee and the Association or established by arbitration as provided in this Paragraph 262. If the salary for a new position established by the Committee is not acceptable to the Association, the Committee will negotiate with the Association for the establishment of a mutually acceptable salary. If at the end of thirty (30) days the Committee and the Association do not agree on a mutually acceptable salary, the matter shall be referred to arbitration as

provided in Paragraph 243 provided however, that the arbitrator shall be a person experienced and qualified in teachers' salaries. In the event that the matter is referred to arbitration as provided in this Paragraph 262, the sole issue to be discussed and the sole question to be decided by the arbitrator shall be whether the salary established by the Committee is reasonable. The decision by the arbitrator may be effective from the twenty-first (21st) working day after the new salary was installed by the Committee. In the event that the Committee makes substantial changes in the duties of an existing position during the term of this Agreement, the Committee will negotiate with the Association concerning possible modifications in the salary for said position.

Paragraph 263. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Professional Employees who are actually working and in the current employ of the Committee.

Paragraph 264. The Association acknowledges that there is and for many years there has been in circulation a Manual of Policies and Regulations issued and distributed by the School Committee and that the facilities under the jurisdiction of the Committee have been and are being operated in accordance with the provisions of said Manual. The Association agrees that except to the extent otherwise specifically provided in this Agreement, the current manual issued by the Committee shall remain in full force and effect and that nothing in this Agreement shall in any way limit or restrict the right of the Committee to continue to amend, reissue, distribute and enforce the Manual described in this Paragraph.

Paragraph 265. No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Association.

Paragraph 266. By mutual agreement in writing between the Committee and the Association any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

Paragraph 267. The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

Article Twenty-Seven

LENGTH OF AGREEMENT

Paragraph 270. This Agreement shall take effect on July 1, 2015 and shall continue in effect until and including June 30, 2019

IN WITNESS WHEREOF, the School Committee of the Town of Rockland, Massachusetts, has caused this Agreement to be executed in its behalf by Mark S. Norris and Daniel Biggins its representatives duly authorized, and the Rockland Education Association has caused this Agreement to be executed in its behalf by Melinda Learning, Julie McDonnell, Mary Scopalleti-Howes, Charles McDonald, and Sharon McGonnigal, its representatives duly authorized, at Rockland, Massachusetts on June 22, 2015.

THE SCHOOL COMMITTEE
FOR THE TOWN OF ROCKLAND

Mark S. Norris
Duly Authorized Representative
Representative

Daniel Biggins
Duly Authorized

The signatures of Mark S. Norris and Daniel Biggins
witnessed by John Retchless

John Retchless
Superintendent of Schools

ROCKLAND EDUCATION ASSOCIATION

Kathleen Paulding
Duly Authorized Representative
Representative

Fredrick Damon
Duly Authorized

The signatures of Kathleen Paulding and Fredrick Damon
witnessed by Mary Scopelleti-Howes

Mary Scopelleti-Howes

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(26) General Provisions

Unit A Personnel-Educators Preamble

The purpose of the Educator Evaluation is to structure a program of assessment of instructional effectiveness and professional development that is two- fold. In the first instance, it is the incumbent responsibility of the Rockland Public Schools Administration to promote and assess the instructional effectiveness of all staff and maintain professional standards and expectations that directly support student learning and achievement. In this capacity, teacher effectiveness, as defined within the Rockland Public Schools' Standards of Evaluation and Expectations, needs to be observed and evaluated in a formal sense in accordance with Massachusetts General Law, Chapter 71, Section 38.

In the second instance, teachers are supported and encouraged to continue their personal and professional growth in all areas that contribute to enhancing their instructional repertoire, remaining current in their content area and acquiring new skills that are relevant to their teaching assignment(s). Concurrent with these aims is the additional mission to enable all teachers to successfully establish and complete an Individual Professional Development for Massachusetts Educators that will directly provide for the Re-Certification (Licensure) of the teacher.

Understandings

A) Evaluation is a cooperative effort requiring a constructive dialogue between the evaluator and the teacher.

B) The goals and evaluations will adhere to the purpose and philosophy identified in the evaluation standards.

C) Evaluations will be done in a uniform manner using only forms specified in the Agreement.

D) The educator being evaluated may provide additional information for consideration in the evaluation.

E) Educators will be placed on either a one-year or two-year Self-Directed Growth Plan. However, it should be noted that a teacher employed by the Rockland Public Schools, who changes schools within the Rockland Public School System, may be placed on the Educator Developing Plan by the principal of the receiving school.

F) The REA and the Rockland School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Professional Improvement Plan aka PIP) at the Proficient classification.

G) All teachers who are currently on a PIP shall be placed at the Needs Improvement classification. Said teachers will continue to fulfill the terms and

conditions of his/her PIP for the remainder of the current school year and a determination of appropriate future placement into the new evaluation categories will be made at such time.

H) The parties agree to adopt the DESE developed rubrics (attached) for use in the evaluation process.

I) The parties agree to use the Self- Assessment and Goal Setting forms, the jointly developed Unannounced Observation form, and the DESE model forms for any other aspects of the Evaluation process.

J) The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:

1. To jointly review the Evaluation Procedure no later than June 1st of each school year.

2. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.

3. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.

4. It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussion and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.

1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

1. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);
2. To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);
3. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
4. To assure effective teaching and administrative leadership, 35.01(3).

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

A) ***Administrator:** Any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et. seq., and who is not employed under an individual employment contract. Administrator roles can include such roles as principal/assistant principal, superintendent/assistant superintendent, district coordinators, department head and program directors. The parties may agree through collective bargaining to identify other employees as administrators for the purposes of the evaluation process.

B) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate knowledge and skills with respect to specific performance standards.

C) **Assessment of Student Learning, Growth and Achievement:** Any demonstration of student knowledge and skill attainment, which may include, but are not limited to, informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios or multi-stage projects.

D) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, social workers, school psychologists, speech and language pathologists, occupational or physical therapists, and some reading specialists and special education teachers. Additionally, academic coaches who are educators who work with others for instructional improvement and professional development activities.

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

F) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any durations that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

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

H) **DESE:** The Massachusetts Department of Elementary and Secondary Education

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

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

1. **Developing Educator Plan** shall mean a plan developed by the Educator and the Principal for one school year or less for an Educator without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of an Principal, for an Educator with PTS in a new assignment.

2. **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.
3. **Directed Growth Plan** shall mean a plan developed by the Educator and the Principal of one school year or less for Educators with PTS who are rated needs improvement.
4. **Improvement Plan** shall mean a plan developed by the Principal of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory, developed by the Principal with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

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

L) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Principals have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.

1. **Primary Evaluator/Principal** shall be the person who determines the Educator's performance ratings and evaluation. The primary Principal shall carry out the tasks identified in paragraph "ii" below if there is no supervising Principal. This person shall be the Principal.
2. **Supervising Evaluator/Observer** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Principal at the end of the Educator Plan. The Unit B Administrators may be the primary evaluator/Principal or designee.
3. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation.
4. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the

Educator. Standards governing why such change is taking place shall be negotiated by the parties.

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

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

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

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

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

R) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to performance standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Principal, or by teams, departments, or groups of Educators who have the same role.

The term Team shall mean, including but not limited to: Elementary Grade Level Teams, Specialist Teams, Middle School Teams, High School Departments, Vertical Teams and Content Area Groups.

S) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating

of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012.

T) **Rating of Overall Educator** Performance: The Educator's overall performance rating is based on the Principal's judgment of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

1. Standard 1: Curriculum, Planning and Assessment
2. Standard 2: Teaching All Students
3. Standard 3: Family and Community Engagement
4. Standard 4: Professional Culture
5. Attainment of Professional Practice Goal(s)
6. Attainment of Student Learning Goal(s)

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

V) **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 in June 2012.

W) * **Observation: A** data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Principal and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the conditions and protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities are not observations as defined in this Article. It is understood that an administrator's judgments regarding an Educator's practice pursuant to such

supervisory responsibilities may not be used as evidence to support a Needs Improvement or Unsatisfactory rating unless there is feedback and discussion with the Educator as provide in this Agreement.

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

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

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

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

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

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

Z) ***Performance Standards:** Locally developed standards and indicators pursuant to MGL c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those defined in 603 CMR 35.03.

AA) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to MGL c. 71, § 41.

BB) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. The rubric consists of:

1. **Standards:** Describes broad categories of professional practice, including those required in 35.03
2. **Indicators:** Describes aspects of each standard, including those required in 35.03
3. **Elements:** Defines the individual components of each indicator
4. **Descriptors:** Describes practice at four levels of performance for each element

Through negotiation, the parties may adapt elements or descriptors for different Educator roles, consistent with the regulations.

CC) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Principal's judgments of the Educator's performance against performance standards and the Educator's attainment of goals set for in the Educator's Plan.

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

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

FF) ***Trends in student learning:** At least <u>three</u> years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include, but not limited to:

1. 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;
2. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-

wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

3. Measures of student progress and/or achievement toward student learning goals set between the Educator and Principal for the school year or some other period of time established in the Educator Plan.
4. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures should be based on the Educator's role and responsibility.
5. Educators with Students who are not in compliance with the Rockland Public School attendance policy, may submit evidence of student work/ classroom assessments to verify that students who met the attendance policy showed growth.

B) Judgments based on observations and artifacts of practice including, but not limited to:

1. Unannounced observations of practice of any duration.
2. Announced observations of practice.
3. Examination of Educator work products.
4. Examination of student work samples.

C) Evidence compiled and presented by the Educator or the Principal, including, but not limited to:

1. 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;
2. Evidence of active outreach to and engagement with families;
3. Evidence of progress towards professional practice goal;
4. Evidence of progress toward student learning outcomes goal.

The Administrator shall provide to his/her staff examples of evidence that would be deemed sufficient, in type and amount, to meet the standards. These examples shall be uniform across the District for like schools (elementary, middle, high school). If there should be a dispute that either the type or amount of evidence provided by an Educator is incorrect or insufficient, the Educator shall first appeal this to his/her Administrator for further discussion and review. If the Educator is not satisfied with the outcome of this meeting s/he may appeal the issue to the Superintendent or his/her designee for discussion and review.

D) Additional evidence relevant to one or more Performance Standards, including, but not limited to:

1. Student Feedback - see # 24, below; and
2. Any other relevant evidence from any source that the Principal/Unit B Administrator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, all teachers, assistant principals, coordinators, directors and Principals, must complete a training workshop arranged by the district that outlines the components of the new evaluation process and an explanation of the evaluation cycle. The district through the Superintendent shall determine the type and quality of training based on guidance provided by the DESE and must demonstrate that all principals are qualified.

B) By November of the first year of this agreement or one's employment, all Educators shall complete a professional learning activity about self-assessment and goal-setting.

6) **Evaluation Cycle: Orientation**

A) Prior to the start of the evaluation process, the principal or designee shall conduct a meeting focused substantially on educator evaluation. The principal shall:

1. Provide an overview of the evaluation process.
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 or in the following years.

7) Evaluation Cycle: Self-Assessment

A) Both the Self-Assessment and the Goal Setting shall be completed no later than November of each school year. It is understood that the Self- Assessment portion must be completed prior to the beginning of the Goal Setting process. A reasonable amount of time shall be given by the Educator to the Principal and the Principal to the Educator so that these two cycles can be completed in a timely manner.

Nothing herein shall prevent an educator from expediting this process and completing the Self-Assessment and Goal Setting cycles prior to the November deadline. Educators are encouraged to complete this process as soon as s/he is prepared.

B) Completing the Self-Assessment

1. The evaluation cycle begins with the Educator completing and submitting to the Administrator a self-assessment within weeks of the start of the school year.

2. The self-assessment includes:

   a. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
   b. An assessment and rating of practice against each of the four performance standards of effective practice using the district's rubric.
   c. Proposed goals to pursue:

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

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

C) Proposing the goals

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. Educators may meet with teams to consider establishing team goals. Principals may participate in such meetings.
2. For Educators in their first year of practice, the Principal or his/her designee will meet with each Educator within a reasonable amount of

time from the Educator's first day of employment to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must be directly related to induction and mentoring activities.

3. Unless the Principal indicates that Educators in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
4. 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.

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

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

A) Every Educator has an Educator Plan that includes at least one goal related to the improvement of practice; one goal for the improvement of student learning, and an action plan with benchmarks for goals established in the Plan. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Principal reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Principal shares with the Educator. The parties agree to negotiate the process for determining the Educator's impact on student learning, growth and achievement after DESE issues guidance on this matter.

C) The Principal retains final authority over the goals to be included in the Educator's Plan.

1. Educators in the first year of their employment will meet with their Principal within a reasonable amount of time from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation, including Goal Setting and the Educator Plan. Depending upon the Educator's date of hire, the Principal will make every effort to have this meeting so that the Educator can meet the November deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator. The

Principal shall document the meeting and place in the Educator's file documentation of the materials provided.

2. All other Educators in the same school may meet with the Administrator in teams and/or individually within the specified timeframe above of each academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
3. For those Educators new to the school, the meeting with the Administrator to review the Educator Plan must occur within a reasonable amount of time from the start of their assignment in that school, but in any case prior to the first observation.
4. The Principal shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts — Educators without PTS**

A) In the first years of practice or first year assigned to a school:

1. The Educator shall have at least two (2) announced observation during the evaluation cycle using the protocol described in section 11B, below.
2. The Educator shall have at least four (4) unannounced observations during the evaluation cycle.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

1. The Educator shall have at least three (3) unannounced observations during the evaluation cycle.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS**

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced

and announced observation. In no case shall there be fewer than one announced and four unannounced observations.

11) **Observations**

A) Evaluators and Observers

1. The evaluation form will be employed in the evaluation of all staff covered by the Collective Bargaining Agreement between the Rockland Educators Association and the Rockland School Committee. Hereafter, all such staff shall be referred to as Educators.
2. The Primary Evaluator must be the Administrator. S/he shall be responsible for the final written evaluation.
3. Evaluators may be drawn from the following: Principals, Vice/Assistant Principals, appropriate Department Heads/Supervisors/Directors, properly trained administrators contracted through the Rockland Public Schools.
4. The superintendent is responsible for ensuring that all principals and observers have training in the principles of supervision and evaluation and have, or have available to them, expertise in the subject matter and/or areas to be evaluated.

B) Unannounced Observations

1. Unannounced observations may be in the form of partial or full-period classroom visitations.

2. Each educator will receive no fewer than the minimum prescribed amount of unannounced observations, as written in sections 9 & 10 above, throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

3. The Educator will be provided with written feedback from the Principal or Observer within five (5) school days of the observation. The written feedback shall be delivered by the school email to the Educator, or in person, if requested by either the Evaluator or the Educator. This discussion shall take place at a mutually convenient time (not during lunch) and away from students and colleagues.

4. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

C) **Announced Observations**

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

A. Observations

1. All educators shall receive a copy of the appropriate evaluation rubric(s) and any forms to be used for the overall evaluation. This material shall be supplied to the educator by the opening of school.

2. 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.

3. Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator ,the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

    i. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    ii. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

B. Non-PTS Teacher

0. Teachers without professional status will have unannounced observation (see #9 A & B) year for the purpose of evaluation, after the 2012-2013 school year two of these observations should take place before the December holiday period. In the first year the 2012-2013 school year two of these observations should take place prior to February 1st.

C. PTS Teacher

1. Teachers with professional status in a 1-year self-directed or directed growth plan will have at least two (2) unannounced observation per year for the purpose of evaluation.

2. Teachers with professional status in a 2-year self-directed plan will have (1) unannounced observation in the second year of said plan.
3. Additional observations may be scheduled as appropriate.

D. Post-Observation

1. Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
2. The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

   1st Describe the basis for the Evaluator's judgment.
   2nd Describe actions the Educator should take to improve his/her performance.
   3rd Identify support and/or resources the Educator may use in his/her improvement.
   4th State that the Educator is responsible for addressing the need for improvement.
3. The observer must sign the observation form.
4. The Educator will sign the observation form(s) and may comment on any aspect of said form(s).
5. The Educator's signature does not necessarily indicate agreement with the contents.

12) **Evaluation Cycle: Formative Assessment**

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

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative

Assessment is replaced by the Formative Evaluation at the end of year one. See section 13, below.

C) The Formative Assessment provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on the four standards of practice and overall, or both.

D) No less than ten (10) school days prior to the due date for the Formative Assessment, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide any evidence relevant to any of the standards and indicators of professional teaching practice.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Assessment.

F) The Educator may reply in writing to the Formative Assessment within 10 school days of receiving the report.

G) As a result of the Formative Assessment, the activities in the Educator Plan may be changed by the Evaluator.

H) If the rating in the Formative Assessment differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation near the end of the first year of the two- year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.

C) No less than ten (10) school days prior to the due date for the Formative Evaluation, which due date shall be established by the Evaluator with written

notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.

D) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Evaluation.

E) The Educator may reply in writing to the Formative Evaluation within 12 teacher work days of receiving the evaluation.

F) As a result of the Formative Evaluation, the activities in the Educator Plan may be changed by the Evaluator.

G) If the rating in the Formative Evaluation differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation. For Educators on a one or two year Educator Plan, the summative must be completed by May 15^{th}.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives.

D) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

F) No less than ten (10) school days prior to the due date for the Summative Evaluation, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals.

G) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.

H) The Evaluator shall complete the Summative Evaluation and provide a copy to the Educator in person.

I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.

J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by May 15th.

K) Upon mutual agreement, the Educator and the Evaluator will schedule a separate meeting to develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation.

L) The Educator shall sign the final Summative Evaluation by May 15th. The signature indicates that the Educator received the Summative Evaluation 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.

N) A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.

15) **Educator Plans - General**

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

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

1. At least one goal related to improvement or enhancement of practice tied to one or more Performance Standards;
2. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
3. An outline of actions the Educator must take to attain the goals, including specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, implementing new programs, etc.); and
4. Action plan with benchmarks for goals established in the Plan.

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

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new subject area assignments.

B) Educators with PTS who are teaching a different subject and/or grade may be assigned a Developing Educator Plan by the Evaluator for their first year in the new position.

C) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2014-2015 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2014-2015 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The length of the Plan shall be up to one full school year cycle.

C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

D) The Educator shall receive a summative evaluation at the end of Plan.

E) A decision on the Educator's status must be made no later than May 15th of the school year in which the Educator is on the Directed Growth Plan.

1. If the Educator's overall performance is rated at least proficient, he/she shall be placed on a Self-Directed Growth plan.
2. If the Educator's overall performance is not sufficiently improved to the level of proficiency, he/she shall be rated unsatisfactory and shall be placed on an Improvement Plan.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of one school year. In the case of an Educator receiving a rating of unsatisfactory at the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins, if mutually acceptable between the parties. The District shall pay the cost, if any, of any course, conference or other activity agreed upon by the parties.

C) The Educator shall receive a summative evaluation at the end of the period determined by the Educator for the Plan.

D) An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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

F) The Improvement Plan process shall include:

1. Notification to the Educator within 10 days of the completion of a formative assessment, formative evaluation, or a summative evaluation that the Evaluator is placing the Educator on an Improvement Plan.
2. A meeting set by the Evaluator with the Educator to develop and write a plan for improvement that must include the provision of specific assistance.
3. The Educator may request that a representative of the Association attend the meeting(s). On behalf of the Educator the Association may participate in the development of the Plan.
4. The Association President shall be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

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

H) A copy of the approved Plan shall be provided to the Educator and the Evaluator.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

0. All determinations below must be made no later than May 15th. One of three decisions must be made at the conclusion of the Improvement Plan:

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

(b) If the principal determines that the Educator has improved his/her practice to the level of *needs improvement,* he/she shall be on a Directed Growth Plan the next academic year.

(c) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) **Timelines**

a) **Non-PTS Educators**

Activity:		**Completed By:**
Mandatory meeting for new hires to explain evaluation process		
First announced observation		
Meeting for late new hires to explain evaluation process (after this date, district administrators are responsible for this activity)		
Formative Assessment Report		
Completion of Required Observations		
Summative Evaluation Report		
Summative Evaluation Meeting, if any		
Summative Evaluation Report signed by all parties		
Statutory deadline for non-renewal of non-PTS educators		

b) **Educators with PTS on Two Year Plans**

Activity:		**Completed By:**
Observation		
Formative Evaluation Report		
Formative Evaluation Meeting, if any		
Summative Evaluation Report		
Summative Evaluation Meeting, if any		
Summative Evaluation Report signed by all parties		

c) **Educators with PTS on Educator Plans of one year**

Activity:		**Completed By:**
Formative Assessment Meeting		
Formative Assessment Report		
Summative Evaluation Meeting & Report		
Summative Evaluation Report signed by all parties		

C) Educators on Plans of Less than One Year

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

21) **Career Advancement**

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal, considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation, shall confer with the superintendent by May 15th. The principal's decision is subject to review and approval by the superintendent.
There is no interest or intent to deny an Educator rights under M.G.L. chapter 71, 41.

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

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

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

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

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

24) **Using Staff Feedback in Administrators Evaluation**

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

25) **Transition from Existing Evaluation System**

A) The REA and the Rockland School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Professional Improvement Plan aka PIP) at the Proficient classification.

B) All Educators who are currently on a PIP shall be placed at the Needs Improvement classification unless the Educator is in the second year of a PIP. Said educators will continue to fulfill the terms and conditions of his/her PIP for the remainder of the current school year and a determination of appropriate future placement into the new evaluation categories will be made at such time.

C) The parties agree that those Educators who were formally evaluated during the 2011-2012 school year shall be place on a two-year, Self-Directed Growth Plan. All other will be placed on the formal evaluation cycle of the current system or be placed on the one-year Self-Directed Growth Plan.

26) **General Provisions**

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

B) Except when the safety of students or staff is an immediate concern and the Evaluator must immediately and directly intervene, Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff.

C) The Superintendent shall insure that Evaluators have training in the requisite skills in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator to discuss the disagreement. Should the Educator request such a meeting, the Evaluator must meet with the Educator. If requested by the Educator, the Association shall participate in the meeting.

E) The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:

1. To jointly review the Evaluation Procedure no later than July 1st of each school year.

2. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.

3. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.

4. It is understood that other areas of the Collective Bargaining Agreement may be impacted by these discussion and/or regulatory changes and either party is free to open said areas for the purpose of collective bargaining.

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