

**EVERETT TEACHERS ASSOCIATION**

**AND**

**EVERETT SCHOOL COMMITTEE**

**COLLECTIVE BARGAINING AGREEMENT**

**September 1, 2007 – August 31, 2010**

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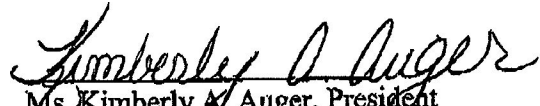
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SETTLEMENT AGREEMENT

This contract is in effect from September 1, 2007, until August 31, 2010.

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, THIS CONTRACT is made this 1st day of September, 2007 by the SCHOOL COMMITTEE OF THE CITY OF EVERETT (hereinafter sometimes referred to as the Committee) and the EVERETT TEACHERS ASSOCIATION (hereinafter sometimes referred to as the Association).

  
Mr. Lester S. MacLaughlin, Chairperson  
Everett School Committee

  
Ms. Kimberly A. Auger, President  
Everett Teachers Association

IN WITNESS WHEREOF THIS AGREEMENT is signed in the name and in behalf of the parties by their duly authorized representatives. on the 6th day of February 2008.

## PREAMBLE

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

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

ARTICLE 1  
SCOPE

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

ARTICLE 2  
GRIEVANCE PROCEDURE

2-01 Definitions

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this CONTRACT or any subsequent contract entered into pursuant to this CONTRACT. The term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2-02 Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this AGREEMENT and that the Association has been given the opportunity to be present at such adjustment and to state its views.



## 2-03 General Procedure

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

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

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

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

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

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

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

LEVEL FOUR: If at the end of the twenty-five (25) days next following the presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the Professional Rights and Responsibilities Committee of the Association, and if the grievance shall involve the interpretation of application of any provision of this CONTRACT, the Association may be given written notice to the School Committee within ten (10)

days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration; in which event the School Committee or the Association may forthwith submit the grievance to the Board of Conciliation and Arbitration established under Chapter 150 of the General Laws of Massachusetts for arbitration and decision in accordance with the applicable rules of the said Board. The decision made in such arbitration shall be final and binding on the School Committee, the Association, and the aggrieved employee.

#### 2-04 General Provisions

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

ARTICLE 3  
SALARIES

3-01 Salaries

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

3-02 Reduction of Salary

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

3-03 Computation of Salaries

Annual salaries are computed on the basis of 189 work days for the 2007-2008 work year, 189 work days for the 2008-2009 work year and 189 work days for the 2009-2010 work year. Service each year begins the day on which a teacher reports for duty.

For the 2007 – 08 school year, teachers shall be paid their annual salary in bi-weekly payments. The first payment shall be made in the second week following the first day teachers report to work. The last payment shall be made no later than the week after the last day the teachers report to work, for a total of twenty-two (22) paychecks.

Starting with the 2008/09 school year, teachers will be paid in twenty-six (26) equal paychecks.

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

ARTICLE 4  
REDUCTION IN FORCE

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

4-01 Definitions

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

Statement

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

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

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

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

4-02 Procedure of Layoffs

Statement

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

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

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

4-03 Reductions in Positions

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

4-04 Rights of Teachers on Layoff

- a. The recall period for any tenured teacher laid off shall be two years from the effective day of the layoff.
- b. Teachers shall be recalled in the reverse order of the effective date of the layoff to fill only those vacancies for which a teacher is qualified at the time of recall.

- c. During the layoff period a teacher will be considered to be on a leave of absence without pay.
- d. Teachers laid off shall have preference for all substitute assignments in their area of qualification.
- e. The first time a teacher recalled under this provision refuses the vacancy, that teacher shall be removed from the recall list.

ARTICLE 5  
TEACHING HOURS AND TEACHING PROGRAMS

5-01 Work Day

The work day for all teachers shall be as follows: 7:45 a.m. - 2:30 p.m. The student day shall be 8:00 a.m. - 2:15 p.m. The work day for Guidance Counselors, Department Heads and Coordinators shall be 7:30 a.m. to 3:00 p.m. The work day for all Class masters shall be as follows: 7:00 a.m. to 3:00 p.m.

1. The School Committee reserves the right to change the school day but will not lengthen the school day or year without prior negotiations with the Association, except to comply with changes in state laws or regulations of the State Department of Education. The School Committee reserves the right to change the starting and dismissal times to meet other than normal situations. The Association will be notified in advance of any changes.
2. Personnel other than the classroom teachers are required to work at their assigned tasks for at least the length of the regular teachers workday. It is recognized, however, that the proper performance of their duties may require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
3. Open-response questions should be kept at a minimum to be passed in to the Director of Curriculum.

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

4. No teacher, who is responsible for a homeroom shall be assigned a morning (7:45–8:00 A.M.) or afternoon duty (2:15–2:30 P.M.).
5. Teachers' attendance is a private matter between the Administrator and the teacher. Monthly attendance reports should not be for publication. It is

further agreed that attendance shall be an agenda item for the Professional Standards Committee.

5-02 Work Year Article

The work year will begin the Monday before Labor Day for teachers. The Tuesday before Labor Day will be the first day of school for students. The Friday before Labor Day will not be a workday.

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

Teachers will work 186 instructional days, 189 work days. The first and last day of the school year shall be one-half days for students. The last day for teachers shall be the last day for students. On the last day of school for the students, teachers shall be required to stay until the necessary work is completed or no later than 3:30 p.m.

Pre-School hours at the English School will be 7:00 a.m. to 1:45 p.m. and 11:15 a.m. to 6:00 p.m. Teachers filling in for vacations will be paid at the tutorial rate.

Teachers new to Everett shall be required to participate in an Induction Program for the full school year beginning with a three-day workshop to be conducted prior to the start of the regular work year. (**Mentor Program**).

The work year for Department Heads and Coordinators shall be 204 days.

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

5-03 Days School Not in Session

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

5-04 Meetings, Conferences, Evening Supervision

1. Teachers may be required to be at school in addition to the regular work day without additional compensation, not to exceed a total of twenty-five (25)

hours, to attend staff and professional development meetings called and authorized by the Superintendent of Schools. Attendance at these meetings is beyond meetings called by the Principal. Teachers will be given two (2) days' notice of these meetings. All meetings will be concluded by 4:00 p.m.

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

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

#### 5-05 School-time Conferences

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

#### 5-06 Preparation

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

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

2. All secondary teachers shall have five (5) preparation periods per week during which they will not be assigned to any other duties. Every effort shall be made to schedule said preparation periods to provide all secondary teachers with a daily preparation period.
3. Teachers scheduled for study halls may be reassigned to supervise as a resource teacher, to tutor students, or to conduct S.A.T. reviews and personal typing classes. Teachers shall not be reassigned from study halls



for the above purpose more than twice in a six (6) day cycle. The Superintendent will consider volunteers prior to assignments being made.

4. Teachers will not be assigned to Internal Suspension more than one (1) period per quarter.

5-07 Assignments

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

5-08 Afternoon Sessions

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

Grades 1-5 from 2:30 to 3:00 p.m.  
Grades 6-12 from 2:30 to 3:30 p.m.

Make-up sessions will be uniform district-wide as follows;

Grades 1 – 5

Monday: Grades 1 & 2, Art, Music & Title 1  
Tuesday: Grades 3 & 4, Computer & Special Ed.  
Wednesday: Grade 5, Phys. Ed., Health and EEL

Grades 6 – 12

Monday: ELA, Languages, Phys. Ed. & Health, Art  
Tuesday: Math, Technology, Special Ed.  
Wednesday: Science, Social Studies and ELL

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

5-09 Attendance

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

ARTICLE 6  
ELECTIONS AND TRANSFERS

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

involuntary transfer to any teacher being involuntarily transferred.

ARTICLE 7  
VACANCIES AND PROMOTIONS

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

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

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

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

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

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

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

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

7-03 Promotional Salary Placement

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

Long-term substitutes who have served one complete school year shall be placed upon the salary schedule based upon their unbroken service.

7-04 Athletic and Extra-Curricular Positions

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

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

ARTICLE 8  
CLASS SIZE

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

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

ARTICLE 9  
TEACHER EVALUATION

9-01 Procedure

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

Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

Members of the bargaining unit shall be evaluated in a three year cycle. The cycle shall be as follows:

- |            |   |
|------------|---|
| Year One   | Formal evaluation pursuant to the instrument in Appendix B.   |
| Year Two   | Professional growth plan. The unit member and the evaluator shall meet to discuss mutually agreeable goals and objectives. The process shall be informal and shall not be part of the personnel file. |
| Year Three | The evaluator and the unit member shall meet to discuss the goals and objectives from year two. The unit member shall write a brief   |

summary of the goals and objectives and how these were met. This summary will be shared with the evaluator.

The Head Teacher may serve as an evaluator in years two and three of the cycle. The Head Teacher will not be taken out of the classroom to accomplish evaluations.

A copy of the evaluation instrument is attached as Appendix B.

\* Parties agreed to revisit.

#### 9-02 Personnel File

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

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

However, no material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher will acknowledge that he had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent of Schools and attached to the file copy. All teachers shall be required to affix their signatures to evaluations or other written material placed within their files. Such signature shall simply acknowledge that the teacher has seen the document and in no way shall indicate agreement with the contents thereof.

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

### ARTICLE 10 ACADEMIC FREEDOM

- 10-01 It is agreed that the private and personal life of an individual covered by this agreement is not an appropriate concern of the School Committee except to the extent that it may interfere with such individual's responsibilities to the relationship with students and/or the school system.

- 10-02 No religious and/or political activities of any such individual (provided such activities do not take place during his working hours) or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such individual.
- 10-03 There shall be no discrimination, interference, restraint or coercion by the School Committee or its agents against any individual covered by this agreement because of membership or non-membership in the Association. The services of the Everett Teachers Association in its capacity as bargaining agent shall be available to all employees in the unit covered by this agreement.

## ARTICLE 11 TEACHER FACILITIES

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

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

## ARTICLE 12 ASSOCIATION BENEFITS

### 12-01 Use of Buildings

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

### 12-02 Bulletin Board and Notices

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

#### 12-03 Released Time for the President of the Association

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

### ARTICLE 13 ALLOWANCE FOR ABSENCE

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

Regularly appointed full time teachers may be granted in any one school year three (3) weeks (15 school days) leave of absence at full pay in cases of personal sickness or disability. Teachers in the first year of employment shall be entitled to ten (10) sick days.

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

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

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

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

Those allowances for absence are not made before service has actually begun with the exception of the sick leave allowance which shall be granted to teachers with Professional Status who, because of serious illness, satisfactorily attested to in detail by a certificate

from the attending physician, are unable to report for service at the beginning of the school year in September.

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

1. Each bargaining unit member shall contribute one (1) day of his/her accumulated sick leave into the Bank.
2. Bank days shall not be used until after a teacher's sick leave days have been exhausted. However, teachers may apply to the Bank prior to the exhaustion of their personal sick leave.
3. An individual teacher's initial request shall not exceed thirty (30) days. Upon completion of the initial thirty (30) days allotment, the entitlement may be extended by the Sick Leave Bank Committee upon continued demonstration of need by the applicant. Subsequent grants, if any, shall be in allotments of not more than thirty (30) days. The aggregate total of allotment to an individual for any particular illness shall not exceed one (1) teacher work year.
4. All requests for days from the Bank must be accompanied by the reason and must be approved by the Sick Leave Bank Committee.
5. Entitlement to sick days from the Bank shall be based upon:
  - (a) demonstration of a serious or extended illness;
  - (b) physician's medical certificate;
  - (c) prior utilization of sick leave.
6. The Sick Leave Bank Committee shall consist of four (4) members of the Association appointed by the Association President with the consent of the Executive Board. A fifth member will be from Central Administration (either the Superintendent of Schools or the Assistant Superintendent).
7. The Sick Leave Bank Committee may from time to time promulgate rules and regulations concerning the operation of the Bank. Their decisions relative to rules and regulations, eligibility and entitlement shall be final and binding and not subject to any appeal either contractual or statutory.
8. By a majority vote of the Sick Leave Bank Committee, bargaining unit members shall contribute one (1) additional sick leave day to the Bank when the total number of days in the Bank falls below thirty (30). There shall be no more than three (3) one day contributions to the Bank per school year.
9. At the end of each school year those days remaining in the Bank shall continue in the



Bank and shall be available for use during the following or future school years.

10. Teachers who do not use a sick day during the school year will receive one day's pay at his/her per diem rate, payable in the first payroll period of the following school year in a separate check. The per diem rate shall be at the rate paid for the year of perfect attendance.

## ARTICLE 14 TEMPORARY AND EXTENDED LEAVE

### 14-01 Sabbatical Leave

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

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

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

### 14-02 Leave of Absence to Teach with Armed Forces

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

### 14-03 Maternity/Parenting Leave

A teacher who is pregnant may remain in active service until the termination of her pregnancy, provided that at the end of the fourth month of pregnancy she furnishes an appropriate medical certificate of her fitness to continue in her position. In subsequent months a teacher may be required to furnish further medical certification. At the end of the seventh month of pregnancy, she must submit a written statement from her physician

indicating how long she may safely continue her active employment prior to the expected date of birth; and provided further that a teacher may be required to begin her leave under this Article if the Superintendent determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave. A physician's certificate of fitness may be required before a teacher may return to her position.

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

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

#### 14-04 Personal Injury Benefits

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

##### 14-04-01

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

#### 14-05 Military Leave

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

#### 14-06 Personal Business Leave

Teachers shall be allowed one (1) day off for personal business, exclusive of sick leave, each year. All requests shall first be submitted to the principal for his/her recommendation

prior to being forwarded to the Superintendent. Teachers will be allowed to accumulate two (2) personal days.

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

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

#### 14-07 Professional Days

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

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

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

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

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

### ARTICLE 15 SUBSTITUTE TEACHERS

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

ARTICLE 16  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

16-01 In-Service

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

16-02 Course Approval

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

There will be a sub-committee to look into this issue.

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

Payment for the courses will be made by the second payroll date in November, retroactive to the first day of school.

16-03 Expenses for Approved Conferences

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

ARTICLE 17  
ANNUITY PLAN

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

ARTICLE 18  
PAYROLL DEDUCTIONS

18-01 Dues Deductions

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

18-02 Agency Service Fee

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

ARTICLE 19  
PROTECTION

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

ARTICLE 20  
SEVERANCE PAY

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

ARTICLE 21  
JOB DESCRIPTIONS

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

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

ARTICLE 22  
SCHOLARSHIP STANDARDS

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

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

ARTICLE 23  
GENERAL

23-01 Tutoring

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

23-02 Just Cause

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

Appendix A

A-01 Teaching Differentials -

Adj Coun	Dir "B"			
Fam Liv Spec.	\$41,040			
Chair Person Core Eval Team	47,301			
Nurse - 766	29,241			
Class Master	\$ 3,000	1st step	\$3,000	2nd step \$6,000 Total
Coor Acad Tal	4,931			
Coor Aud Vis	4,931			
Coor Learn Dis	4,931			
Coor Max Ed	4,931			
Coor TV	4,931			
Coor Occ Ed	\$ 3,500	1st step	\$3,500	2nd step \$7,000 Total
Dept Head				
1996-1997	\$ 5,178			
1997-1998	5,462			
1998-1999	5,790			
Guidance Counselor				
1996-1997	1,100			
1997-1998	2,000			
1998-1999	2,800			
Hd Teacher Elem	3,000			
Read Tchr	565			
Sch Psych	4,931			
Supv Data Proc	7,090			
Voc Ld Tchr	1,688			
Crisis Coun	3,000			
Tutoring	30.00			
Substitutes	50.00			

A-03 All teachers shall be placed on the proper step of the salary scale, in accord with creditable years of experience allowed them at the time of entering the employ of the Everett Public Schools. The allowance shall be on a step rate in accord with the salary scale.

A-04 Salary increments will be granted to advance to the next step on the salary scale on September 1, following the first year of employment in the Everett Public Schools.

A-05 Salary increments shall be dependent upon the Rules and Regulations of the Everett School Committee and the recommendation of the Superintendent of Schools.

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

Substitute Rate

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

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

A-06 Home Instruction

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

A-07 Evening School

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

A-08 Summer School

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

A-09 All teachers entering the Everett School System after September 2, 1950, to be eligible for the credits beyond Bachelors, must complete the following:

1st	2nd	3rd
<u>Increment B+10</u>	<u>Increment B+20</u>	<u>Increment M</u>
10 credits after	10 credits after	Master's Degree
September 1, 1950	September 1, 1950	Academic 30 credits
		Vocational and Shop
	Teachers	

(Note) Vocational shop and other shop teachers employed by the Everett School System after September, 1950, are to be allowed two credit points for the satisfactory completion each year after September, 1950, of the one-week session at Fitchburg Teachers College required annually by the State Department of Vocational Education.

The professional improvement maxima is established whereby:



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

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

A-10 Longevity (Effective September 1, 2002)

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

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

A-11 The Chairperson of Core Evaluation Team shall be required to work one week prior to the school opening and a one (1) week after school closing. The Chairperson's salary shall be as follows: \$52,144

A-12 The Family Living Specialist shall be required to work 12 months with one (1) month's vacation. The Family Living Specialist's salary shall be: \$45,247

A-13 Mentors

A- 4	Health /Wellness Coordinator	3,000	6,000
	Grant Coordinator	3,000	6,000
	ELL Coordinator	4,931	
	Music Coordinator	4,931	
	Art Coordinator	3,000	6,000
	Library Coordinator	3,000	
	Title I Coordinator	4,931	
	Technology Coordinator	3,000	6,000
	Secondary Special Education Coordinator	3,000	6,000
	Elementary Special Education Coordinator	3,000	6,000

EXTRA CURRICULAR-ATHLETICS

EVERETT HIGH SCHOOL

Music - Marching Band

Band Director Fall/Spring	8,000
Associate Band Director	3,500
Associate Band Director	3,500
Percussion Instructor	2,302
Percussion Instructor	2,302
Visual Designer	2,302
Music Instructor	1,391
Drill Instructor	1,391
Drill Instructor	2,302
Front Ensemble Teacher	1,391

Music – Winter Season

Percussion Director	3,061
Percussion Instructor	2,302
Percussion Instructor	2,302
Color Guard Instructor	1,391
Front Ensemble Teacher	1,391

Front Ensemble Teacher	1,391
Battery Music Arrangements	1,500
Visual Designer	2,302
Dance Instructor	1,391
Jazz Band Instructor	2,302
Baseball Coach	4,200
Assistant Baseball Coach	3,500
JV Baseball Coach	2,500
Freshman Baseball Coach	2,500
Boys Basketball Coach	4,200
Assistant Basketball Coach	3,500
JV Basketball Coach	2,500
Freshman Basketball Coach	2,500
Girls Basketball Coach	4,200
Girls Asst. Basketball Coach	3,500
Girls JV Basketball Coach	2,500
Girls Freshman Basketball Coach	2,500
Basketball Cheerleader	2,500
JV Basketball Cheerleader	1,400
Football Cheerleader	2,500
Asst. Football Cheerleader	1,400
Hockey Cheerleader	2,500
Asst. Hockey Cheerleader	1,400
Field Hockey Coach	3,500
Asst. Field Hockey Coach	2,500
Asst. Field Hockey Coach	2,500
Football Coach	11,000
Asst. Head Football Coach	6,000
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Asst. Football Coach	3,500
Freshman Football Coach	2,500
Asst. Freshman Football Coach	1,500
Asst. Freshman Football Coach	1,500

Asst. Freshman Football Coach	1,500
Golf Coach	3,500
Hockey Coach	4,200
JV Hockey Coach	3,500
Assistant Hockey Coach	1,750
Assistant Hockey Coach	1,750
Asst. Hockey Coach, Varsity	3,500
Boys Varsity Soccer Coach	4,200
Boys Asst. Varsity Soccer Coach	3,500
Boys JV Soccer coach	2,500
Girls Varsity Coach	4,200
Girls Asst. Varsity Coach	2,500
Girls JV Soccer Coach	2,500
Girls Hockey Coach	4,200
Asst. Girls Hockey Coach	3,500
Asst. Girls Hockey Coach	3,500
Softball Coach	4,200
Asst. Varsity Softball Coach	3,500
JV Softball Coach	2,500
Freshman Softball Coach	2,500
Swim Coach	3,500
Asst. Swim Coach	2,500
Boys Tennis Coach	2,500
Girls Tennis Coach	2,500
Cross Country Coach	3,500
Boys Indoor Track Coach	3,500
Boys Outdoor Track Coach	3,500
Girls Indoor Track Coach	3,500
Girls Outdoor Track Coach	3,500
Boys Asst. Indoor Track Coach	2,500
Boys Asst. Outdoor Track Coach	2,500
Girls Asst. Indoor Track Coach	2,500
Girls Asst. Outdoor Track Coach	2,500

Girls Volleyball Coach (Fall)	3,500
Girls Asst. Volleyball Coach	2,500
Wrestling Coach	4,200
Equipment Manager	3,600
Strength Training Coach	4,000
Strength Training Coach	4,000
Trainer	4,000
Bus Monitor	\$15/hour
Ticket Seller	\$15/hour
Ticket Taker	\$15/hour
Security	\$15/hour

Drama Club Advisor	2,500
Math Club Advisor	1,534
Newspaper Advisor	2,302
Photography Club Advisor	2,500
Science Club Advisor	1,534
Yearbook Advisor	4,500
Debate Coach	1,534
Poetry Club	1,534
Chess Club Advisor	1,534
Senior Class Advisor	1,500
Junior Class Advisor	1,500

**K-8 Intramural Positions**

English Girls Basketball	500
English Boys Basketball	500
Kevarian Boys Basketball	500
Kevarian Girls Basketball	500
Lafayette Girls Basketball	500
Lafayette Boys Basketball	500
Parlin Girls Basketball	500
Parlin Boys Basketball	500
Whittier Girls Basketball	500
Whittier Boys Basketball	500
English Boys Volleyball	500
English Girls Volleyball	500
Keverian Boys Volleyball	500

Keverian Girls Volleyball	500
Lafayette Boys Volleyball	500
Lafayette Girls Volleyball	500
Parlin Boys Volleyball	500
Parlin Girls Volleyball	500
Whittier Boys Volleyball	500
Whittier Girls Volleyball	500
English Girls Track	500
English Boys Track	500
Keverian Girls Track	500
Keverian Boys Track	500
Lafayette Girls Track	500
Lafayette Boys Track	500
Parlin Girls Track	500
Parlin Boys Track	500
Whittier Girls Track	500
Whittier Boys Track	500
English Boys Soccer	500
English Girls Soccer	500
Keverian Boys Soccer	500
Keverian Girls Soccer	500
Lafayette Boys Soccer	500
Lafayette Girls Soccer	500
Parlin Boys Soccer	500
Parlin Girls Soccer	500
Whittier Boys Soccer	500
Whittier Girls Soccer	500
English Boys Softball	500
English Girls Softball	500
Keverian Boys Softball	500
Keverian Girls Softball	500
Lafayette Boys Softball	500
Lafayette Girls Softball	500
Parlin Boys Softball	500
Parlin Girls Softball	500
Whittier Boys Softball	500
Whittier Girls Softball	500

**EVERETT PUBLIC SCHOOLS**  
**TEACHER EVALUATION PROCESS**

**PHILOSOPHY**

The purpose and philosophy of evaluation is to assess and improve the effectiveness of education in the Everett Public Schools. Evaluation will be a continuous, constructive and cooperative process between evaluator and “educator”.

**GOALS OF EVALUATION**

- (a) to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated the evaluator, and
- (b) to provide a record of facts and assessments for personnel decisions.

**DEFINITIONS**

Evaluator shall mean any person designated by the superintendent, consistent with the procedures set out in 603 CMR 35.06, who has responsibility for evaluation.

Performance Standards shall mean the performance standards locally developed pursuant to M.G.L c.71, §38, 603 CMR 35.00, and the Principles of Effective Teaching and Principles Effective Administrative Leadership adopted by the Board of Education.

School Committee shall mean the school committee in all cities, towns and regional school districts, local and district trustees for vocational education, board of trustees of a charter school.

Superintendent shall mean the person employed by the school committee pursuant to M.G.L c. 71, §59 or §59A. The superintendent is responsible for the implementation of 603 CMR 35.00. S/he shall be evaluated by the school committee pursuant to these regulations and such other standards that may be established by the school committee.

Teacher shall mean any person employed in the Everett Public Schools in a position requiring a certificate as described in 603 CMR 7.10(1) through (33) and (39) through (42), or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00, *et seq.*

Administrator shall mean any person employed in the Everett Public Schools in a position requiring a certificate as described in 603 CMR 7.10 (34) through (38) or who has been

approved as an administrator in the area of vocational education as provided in 60 CMR 4.00 *et seq.*

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

The Superintendent is responsible for ensuring that all evaluators 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.

### **EVALUATION PERIOD**

October 1 through May 15.

### **FREQUENCY OF EVALUATION**

All teachers with professional teacher status will be evaluated annually as part of a three phase cycle.

All teachers without professional teacher status will be evaluated yearly by the principal using the format described in Phase I until professional teacher status is obtained.

Any teacher with an unsatisfactory evaluation will be evaluated the following year using the Phase I format. (The evaluator and/or the teacher may ask for a re-evaluation in the case of an unsatisfactory evaluation.)

### **THREE YEAR EVALUATION CYCLE**

PHASE I      The first phase will be a formal evaluation requiring a minimum of one announced evaluation visit. (See Teacher Evaluation Form One.)

PHASE II     The teacher and evaluator will meet to develop a list of at least two goals, one from the teacher and one from the evaluator, that are designed to foster mutually agreed upon professional growth. At the conclusion of year two, a meeting will be held to issue a written status report on the interim achievement of these goals. (See Teacher Evaluation Form Two.)

PHASE III    The individual will continue to work on the professional development goals defined in Phase Two. A formal written evaluation of the achievement of these goals will be submitted by the teacher to his/her supervisor who will comment on the achievement of these goals. (See Teacher Evaluation Form Three.)



## **OBSERVATION REPORT**

Length of Observation - minimum of twenty (20) minutes up to one full class period.

### **EVALUATION PROCESS – PHASE ONE**

Observation Procedure - Each unit member who is to be evaluated shall be observed from one to three times. If the evaluator feels that the teacher's performance is at least satisfactory, and not in need of improvement, one observation is sufficient. Observations must take place over the school year. Each observation procedure should consist of a pre-conference, classroom observation and a post-conference.

#### A. Pre-Conference

Within ten (10) working days before each formal observation, the evaluator will meet with the teacher for the purpose of discussing the upcoming observation. This pre-conference should be thorough and result in a clear understanding of the purpose of the evaluation, the time and day, the lesson to be presented by the teacher, and the evaluators objectives. These items should be the subject of the pre-conference discussion between the evaluator and the teacher.

#### B. Classroom Observation

The evaluator should be prompt. The evaluator should take an unobtrusive place in the classroom. The observation must be a minimum of twenty (20) minutes and a maximum of one class period.

#### C. Post-Conference

Within fifteen (15) working days after each classroom observation, the evaluator will meet with the teacher for the purpose of discussing the observations. This post-conference will include a discussion of the teacher's work and identification of strengths and weaknesses in the teacher's work. The evaluator will supply the teacher with a written copy, including narrative comments, of each classroom observation. Specific suggestions that are made for improvement shall be documented.

#### D. In order for information other than that which comes from a classroom observation to be included in the evaluation report, it must first have been documented by the evaluator and shared in writing with the Unit member involved.

## **REMEDATION**

If the evaluator feels that there are areas that need improvement, the unit member shall be informed in writing that at least a second observation will be used before the final evaluation.

Should a unit member's performance be found to be potentially unsatisfactory, a third observation will be conducted before the evaluation is done.

When remediation is deemed necessary, an agreement on an improvement plan must be reached between the evaluator and the teacher and the Association will be so informed. If no such agreement can be reached, a mediation meeting with the Superintendent, the evaluator the evaluatee and the E.T.A. President shall be held.

If no mutually agreeable remediation plan results from this meeting, then a third party evaluator shall be selected from the list of evaluators and this evaluator shall determine the improvement plan.

A mutually agreed plan is only grievable regarding its results, its accuracy and whether actions taken against the unit member are appropriate. A plan resulting from the third party evaluator shall be arbitrable.

### **EVALUATOR**

The evaluator is the person who has the responsibility to see that the evaluation process is carried out in the outlined manner. The evaluator may request a designated evaluator to do the evaluation of the individual teacher.

### **THIRD PARTY EVALUATOR**

If no agreement can be reached in the evaluation and/or remediation, then a third party evaluator must be called in. The teacher may choose the third party evaluator from the list of evaluators. The third party evaluation will not have access to the previous evaluation.

## **EVALUATORS**

### **ELEMENTARY**

Classroom Teacher	Principal, Director of Curriculum
Special Education (766)	Principal, Director of Special Education
Speech and Hearing	Principal, Director of Special Education
<b>Specialists</b>	
Art	Principal, Coordinator of Art
Music	Principal, Coordinator of Music
Physical Education	Principal, Athletic Director
Industrial Arts/Home Economics	Principal, Coordinator of Occupational Education
Computer Specialists	Principal, Assistant

Title 1	Superintendent
ESL/Foreign Born/TBE	Principal, Director of Title 1
Pre-School	Principal
Health	Principal, Director of Title 1 Principal, Health Coord.
<b><u>6 – 8 SCHOOLS</u></b>	
English	Principal, Sub master, Department Head
Science	Principal Sub master, Department Head
Social Studies	Principal Sub master, Department Head
Math	Principal, Sub master, Department Head
Foreign Language	Principal, Sub master, Department Head
Computer	Principal, Sub master, Assistant Superintendent
Physical Education	Principal, Sub master, Athletic Director
Health	Principal, Sub master, Health Coor.
Title 1	Principal, Sub master, Director of Title 1, Director of Curriculum Assistant Superintendent
ESL/Foreign Born/TBE	Principal, Sub master,
Industrial Arts/Home Economics	Principal, Sub master, Coordinator of Occupational Education
Art	Principal, Sub master, Coordinator of Art
Music	Principal, Sub master, Coordinator of Music
Special Education (766)	Principal, Sub master, Director of Special Education
Speech/Hearing	Principal, Sub master, Director of Special Education
Librarian	Principal, Sub master, Media Coordinator
Data Processing	Principal, Sub master, Assistant Superintendent

## **HIGH SCHOOL**

English	Principal, Department Head
Math	Principal, Department Head
Science	Principal, Department Head
Social Studies	Principal, Department Head
Foreign Language	Principal, Department Head
Business	Principal, Department Head
Computer Specialists	Principal, Assistant Superintendent
Art	Principal, Coordinator of Art
Music	Principal Coordinator of Music
Industrial Arts/Home Economics	Director of Alternative Education
Special Education (766)	Principal, Director of Special Education, Coordinator of SPED
Physical Education	Principal, Athletic Director
Health Title 1	Principal, Health Coord. Principal, Director of Title 1
ESL/Foreign Born/TBE Department Heads	Principal Principal or Asst. Supt.
Max-Ed.	Principal or Asst. Supt.
Class masters	Principal or Asst. Supt.

## **ALTERNATIVE EDUCATION**

Automotive	Principal, Director of Alternative Education
Carpentry	Principal, Director of Alternative Education
Sheet Metal	Principal, Director of

Graphic Arts	Alternative Education Principal, Director of Alternative Education
Auto Body	Principal, Director of Alternative Education
Electrical	Principal, Director of Alternative Education
Machine	Principal, Director of Alternative Education
Decorating	Principal, Director of Alternative Education
Culinary Arts	Principal, Director of Alternative Education
Special Education (766)	Principal, Director of Alternative Education
Related Classes	Principal, Director of Alternative Education
Title 1	Principal, Director of Title 1

**COUNSELORS**

Elementary	Principal, Director of Guidance
Pre-K - 8	Principal, Director of Guidance
Secondary	Principal, Director of Guidance
Vocational	Principal, Director of Guidance
Family Living Specialists	Principal, Director of Guidance
Title 1	Principal, Director of Title 1

**COORDINATORS**

Coordinator Pre-school Grant	Principal or Assistant Superintendents
Pre-school Coordinator	Principal or Assistant Superintendents
Music	Principal or Assistant Superintendents
Learning Disabilities	Principal, Director of Special Education
Audio Visual/Media/Librarian	Principal or

Occupational Education	Assistant Superintendents Principal or Assistant Superintendents
Art	Principal or Assistant Supt.

**MISC.**

Adjustment Counselor	Principal, and Asst. Supt.
All Coordinators	Principal, and Asst. Supt.

**NOTE**

Principal may designate an Assistant Principal, Vice-Principal, Sub master, Department Head, director or Coordinator to act in his/her place as an evaluator.

Superintendent, Assistant Superintendent may evaluate any teacher at any time with notice to the individual.

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

**TEACHER PERFORMANCE STANDARDS FOR THE  
EVERETT PUBLIC SCHOOL**

**All teachers will be evaluated with regard to the following principles:**

- I. CURRENCY IN THE CURRICULUM
- II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION
- III. EFFECTIVE MANAGMENT OF CLASSROOM ENVIRONMENT
- IV. EFFECTIVE INSTRUCTION
- V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT
- VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY
- VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

EVERETT PUBLIC SCHOOLS  
TEACHER EVALUATION FORM ONE

Teachers Name \_\_\_\_\_  
School \_\_\_\_\_ Grade/Subject Taught \_\_\_\_\_

Evaluator \_\_\_\_\_ Supplemental Evaluator \_\_\_\_\_

Professional Teacher Status \_\_\_\_\_ Probationary \_\_\_\_\_  
Non-Professional Teacher Status \_\_\_\_\_

Direction: A complete descriptive paragraph must be written for each Performance Standard based upon the evaluation criteria from Research For Better Teaching.

- I. CURRENCY IN THE CURRICULUM
- II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION
- III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT
- IV. EFFECTIVE INSTRUCTION
- V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT
- VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY
- VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES



**PROFESSIONAL IMPROVEMENT**

**EVALUATOR'S RECOMMENDATIONS**

**NEXT EVALUATION**

**REMEDICATION (if necessary)**

**TEACHER'S COMMENTS (optional)**

Evaluator's Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_

Building Principal's Signature (if different) \_\_\_\_\_  
Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Teacher's Disclaimer

My signature indicates ONLY that I have seen, discussed and have a copy of this evaluation.

\_\_\_\_\_  
Signature/Date

**EVERETT PUBLIC SCHOOLS  
PROFESSIONAL DEVELOPMENT GOALS  
PHASE TWO FORM**

**Teacher's Name** \_\_\_\_\_

**School** \_\_\_\_\_ **Grade/Subject Taught** \_\_\_\_\_

**Evaluator** \_\_\_\_\_ **Supplemental Evaluator** \_\_\_\_\_

**Teacher: Professional Development Goal(s)**

\_\_\_\_\_  
**Signature/Date**

**Evaluator: Professional Development Goal(s)**

EVERETT PUBLIC SCHOOLS  
PROFESIONAL DEVELOPMENT GOALS  
PHASE THREE FORM  
FINAL REPORT

Teacher's Name \_\_\_\_\_

School \_\_\_\_\_ Grade/Subject Taught \_\_\_\_\_

Evaluator \_\_\_\_\_ Supplemental Evaluator \_\_\_\_\_

**TEACHER SUMMATION OF GOALS**

\_\_\_\_\_  
Signature/Date

**EVALUATOR SUMMATION OF GOALS**

# TEACHERS' SALARY SCHEDULES

## APRIL, 2007

B	B+10	B+20	M	M+6	M+12	M+18	M+30	CAGS		DR
								M+60		
\$39,820	\$40,707	\$42,021	\$43,343	\$44,228	\$45,539	\$46,860	\$49,500	\$51,149		\$52,794
\$42,019	\$42,903	\$44,219	\$45,541	\$46,426	\$47,739	\$49,058	\$51,696	\$53,344		\$54,993
\$44,218	\$45,101	\$46,420	\$47,743	\$48,626	\$49,938	\$51,258	\$53,895	\$55,545		\$57,192
\$46,417	\$47,300	\$48,619	\$49,941	\$50,826	\$52,136	\$53,459	\$56,094	\$57,745		\$59,393
\$48,618	\$49,501	\$50,818	\$52,139	\$53,024	\$54,336	\$55,657	\$58,296	\$59,942		\$61,591
\$50,818	\$51,702	\$53,019	\$54,339	\$55,226	\$56,537	\$57,857	\$60,496	\$62,148		\$63,791
\$53,452	\$54,335	\$55,653	\$56,975	\$57,858	\$59,169	\$60,490	\$63,130	\$64,780		\$66,424
\$56,530	\$57,413	\$58,731	\$60,050	\$60,936	\$62,249	\$63,568	\$66,206	\$67,859		\$69,503
\$59,836	\$60,718	\$62,038	\$63,358	\$64,242	\$65,553	\$66,874	\$69,514	\$71,161		\$72,809
\$63,796	\$64,676	\$65,997	\$67,318	\$68,202	\$69,514	\$70,836	\$73,473	\$75,120		\$76,767

## SEPT. 2007

B	B+10	B+20	M	M+6	M+12	M+18	M+30	CAGS		DR
								M+60		
\$41,014	\$41,928	\$43,282	\$44,643	\$45,555	\$46,905	\$48,266	\$50,985	\$52,683		\$54,378
\$43,279	\$44,190	\$45,546	\$46,907	\$47,819	\$49,171	\$50,530	\$53,247	\$54,944		\$56,643
\$45,545	\$46,454	\$47,813	\$49,175	\$50,085	\$51,436	\$52,796	\$55,512	\$57,211		\$58,908
\$47,810	\$48,719	\$50,078	\$51,439	\$52,350	\$53,700	\$55,063	\$57,777	\$59,478		\$61,174
\$50,077	\$50,986	\$52,343	\$53,704	\$54,614	\$55,967	\$57,327	\$60,045	\$61,741		\$63,438
\$52,343	\$53,253	\$54,609	\$55,970	\$56,883	\$58,233	\$59,593	\$62,311	\$64,012		\$65,705
\$55,056	\$55,965	\$57,323	\$58,684	\$59,594	\$60,944	\$62,305	\$65,024	\$66,724		\$68,417
\$58,226	\$59,135	\$60,492	\$61,852	\$62,764	\$64,116	\$65,475	\$68,192	\$69,894		\$71,588
\$61,631	\$62,539	\$63,900	\$65,259	\$66,169	\$67,520	\$68,880	\$71,599	\$73,296		\$74,993
\$65,710	\$66,616	\$67,977	\$69,337	\$70,248	\$71,599	\$72,961	\$75,677	\$77,374		\$79,070

## SALARY SCHEDULES

SEPTEMBER, 2008

B	B+10	B+20	M	M+6	M+12	M+18	M+30	CAGS M+60	DR
\$41,835	\$42,767	\$44,147	\$45,536	\$46,466	\$47,843	\$49,231	\$52,005	\$53,737	\$55,466
\$44,145	\$45,074	\$46,457	\$47,845	\$48,775	\$50,155	\$51,540	\$54,311	\$56,043	\$57,776
\$46,455	\$47,383	\$48,769	\$50,159	\$51,087	\$52,465	\$53,852	\$56,622	\$58,356	\$60,086
\$48,766	\$49,694	\$51,079	\$52,468	\$53,397	\$54,774	\$56,164	\$58,932	\$60,667	\$62,398
\$51,078	\$52,005	\$53,390	\$54,778	\$55,707	\$57,086	\$58,474	\$61,246	\$62,975	\$64,707
\$53,390	\$54,318	\$55,701	\$57,089	\$58,020	\$59,397	\$60,785	\$63,557	\$65,292	\$67,019
\$56,157	\$57,085	\$58,469	\$59,858	\$60,786	\$62,163	\$63,551	\$66,324	\$68,058	\$69,786
\$59,391	\$60,318	\$61,702	\$63,089	\$64,019	\$65,398	\$66,785	\$69,556	\$71,292	\$73,020
\$62,864	\$63,790	\$65,178	\$66,564	\$67,492	\$68,870	\$70,258	\$73,031	\$74,762	\$76,493
\$67,024	\$67,949	\$69,337	\$70,724	\$71,653	\$73,031	\$74,420	\$77,190	\$78,921	\$80,651

SEPT.  
2009

B	B+10	B+20	M	M+6	M+12	M+18	M+30	CAGS M+60	DR
\$43,090	\$44,050	\$45,472	\$46,902	\$47,860	\$49,278	\$50,708	\$53,565	\$55,349	\$57,130
\$45,469	\$46,426	\$47,850	\$49,281	\$50,239	\$51,659	\$53,086	\$55,941	\$57,724	\$59,509
\$47,849	\$48,805	\$50,232	\$51,664	\$52,620	\$54,039	\$55,467	\$58,320	\$60,106	\$61,889
\$50,229	\$51,185	\$52,612	\$54,042	\$54,999	\$56,418	\$57,849	\$60,700	\$62,487	\$64,270
\$52,611	\$53,565	\$54,992	\$56,421	\$57,378	\$58,798	\$60,228	\$63,083	\$64,865	\$66,648
\$54,992	\$55,947	\$57,372	\$58,802	\$59,761	\$61,179	\$62,609	\$65,464	\$67,251	\$69,029
\$57,842	\$58,797	\$60,223	\$61,654	\$62,610	\$64,028	\$65,457	\$68,314	\$70,100	\$71,879
\$61,173	\$62,127	\$63,553	\$64,982	\$65,940	\$67,360	\$68,789	\$71,643	\$73,431	\$75,210
\$64,750	\$65,704	\$67,133	\$68,561	\$69,517	\$70,936	\$72,366	\$75,222	\$77,005	\$78,788
\$69,035	\$69,987	\$71,417	\$72,846	\$73,803	\$75,222	\$76,653	\$79,506	\$81,289	\$83,071

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**CONSTITUTION FOR EVERETT TEACHERS  
ASSOCIATION, INC.**

ARTICLE I Name

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

ARTICLE II Purposes

Section 1 To work for the welfare of the school children, the advancement of education, and the improvement of instructional opportunities for all.

Section 2 To develop and promote the adoption of such ethical practices, personnel polices, and standards of preparation and participation as mark a profession.

Section 3 Strengthen the teaching profession and to secure and maintain the salaries, retirement, tenure, professional and sick leave, and other working conditions necessary to support teaching as a profession.

Section 4 To enable members to speak with a common voice on matters pertaining to the teaching profession and to present their individual and common interests before the School Committee and other legal authorities.

Section 5 To hold property and funds and to employ a staff for the attainment of these purposes, provided no funds shall inure to the benefit of any member but shall be used only for the purposes of the corporation as set forth in the Constitution, By-Laws, and Articles of the Organization.

ARTICLE III Membership

Section1 Active Members

(a) Active Membership in the Association shall be open to all professional personnel employed in the public schools of Everett who hold an earned bachelor's or higher degree, a regular vocational or technical certificate, and where required hold or are eligible to hold a regular legal certificate; and who agree to abide by the Code of Ethics of the Educational Profession.

(b) The first restriction in the preceding paragraph shall not affect professional personnel who have taught in the Everett Public Schools before September 1, 1966.

- (c) Active Membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.
- (d) Active members of the Association shall also be members of the Massachusetts Teachers Association and the National Educational Association.

Section 2 Associate Members

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

Section 3 Revocation of Membership

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

ARTICLE IV Officers

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

ARTICLE V Executive Board

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

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

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

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

#### ARTICLE VI Representative Council

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

Section 2 The Representative Council shall consist of the Executive Board, the Chairperson of each of the 6 (six) Standing Committees, and one or more representatives from each faculty group described in Article V. Section 1 of this Constitution.

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

#### ARTICLE VII Affiliation

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

#### ARTICLE VIII Amendments

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



## **BYLAWS FOR EVERETT TEACHERS ASSOCIATION, INC.**

### ARTICLE I Meetings

#### Section 1 Executive Board

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

#### Section 2 Representative Council

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

#### Section 3 Special Meetings

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

#### Section 4 General Membership Meetings

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

### ARTICLE II Quorum

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

### ARTICLE III Powers of Officers

#### Section 1 President

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

Section 2 Vice-President

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

Section 3 Immediate Past President

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

Section 4 Secretary

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

Section 5 Treasurer

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

Section 6 Terms and Succession

- (a) The Officers shall serve for 2 (two) years and may be re-elected without an intervening term.

- (b) The Executive Board members shall serve for 2 (two) years and may be re-elected without an intervening term. Their election shall coincide with the election of the Officers.
- (c) Whenever the offices of both the President and Vice-President shall become vacant between elections, the remaining members of the Executive Board shall choose one of their members to serve as President Pro Tempore until the Representative Council can fill the vacancies.
- (d) The amount of presidential, vice-presidential secretarial, and treasurer's expenses shall be set by the Faculty Representative Council at the January meeting of an election year. The rate would be effective in September of the election year.
- (e) The Vice-President, Secretary, and Treasurer shall be reimbursed National, State, and Local dues for the duration of their term.
- (f) Representative Council members, Executive Board members, and the Chairs of Professional Rights and Responsibilities, Negotiations, Sick Bank, Public Relations, and Professional Development Committees shall be reimbursed local dues for the duration of their terms.
- (g) If the above positions, (d) and (e), become vacant before the end of the term, the reimbursements shall be pro-rated.
- (h) Whenever an Executive Board position of the Association becomes vacant due to death, resignation, change of representation due to change in unit position, or removal by the Executive Board for gross negligence; it shall be acted upon in one of the following manners:
  1. If the vacancy occurs when 3/4ths (three-fourths) or less of the term has expired, there will be an election by the membership within 30 (thirty) calendar days upon notice of the vacancy.
  2. If the vacancy occurs when more than 3/4ths (three-fourths) of the term has expired, the President will appoint and the Executive Board and the Representative Council will approve; at their next meetings respectively, an individual to finish the unexpired term.

#### ARTICLE IV Powers of the Executive Board

Section 1 The Executive Board shall be responsible for the management of the Association, approve all expenditures, carry out polices established by the

Representative Council report its transactions and those of the Council to the members, and suggest polices for consideration by the Council.

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

#### ARTICLE V Powers of the Representative Council

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

#### ARTICLE VI Faculty Representative

- Section1 In each public school in Everett, faculty members who are members in good standing of this Association shall elect for a term of 1 (one) year the number of Faculty Representatives assigned to it. Representation shall be based on a ratio of 1:15 (one to fifteen) members in a building, with each school having at least 1 (one) representative. All professional personnel who serve more than 2 (two) buildings shall be represented by Special Faculty Representatives.
- Section 2 Elections shall be held in May, and Representatives shall take their seats at the June Meeting of the Representative Council.
- Section 3 Faculty Representatives shall attend meetings of the Representative

Council unless they receive prior excuse from the President. After 2 (two) unexcused absences of a Representative, the President may declare the seat unfilled and call for a faculty election to fill out the term. The President may designate a member in good standing to organize this special election.

Section 4 The Faculty Representatives shall call faculty meetings of the Association members to discuss Association business, shall appoint such faculty committees as the Association may require, and shall organize and oversee the subsequent elections of Faculty Representatives, the enrollment of members in Local, State, and National Associations, and two-way Association communication within the building.

Section 5 Faculty shall have been members of the Everett Teachers Association for at least 1 (one) year prior to their election and shall maintain their membership in good standing during their term of service.

#### ARTICLE VII Standing Committees

Section 1 Structure

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

Section 2 Meetings

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

Section 3 Reports

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

Section 4 Titles and Duties

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

inform members about newly enacted legislation. It shall organize and oversee the work of the following sub-committees:

1. State Legislation - to study pending legislation and to promote activities leading to the passage of desirable state legislation for schools.
  2. Federal Legislation - to study legislation before the Congress and to develop activities leading to the passage of desirable federal legislation for schools.
  3. Citizenship - to educate members and the public on the civic responsibilities of teachers and to develop programs that will encourage wide exercise of them.
- (f) Committee on Sick Leave Bank shall consist of 4 (four) members of the Association appointed by the Association President and a fifth member from Central Administration with the consent of the Executive Board; and shall administer the Bank as outlined by the bargaining agreement, ARTICLE 13 - ALLOWENCE FOR ABSENCE.

Section 5      Relation to Executive Board

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

Section 6      Relation to State and National Associations

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

ARTICLE VIII      Special Committees

Section 1      Each year the President shall appoint an Election Committee, an Audit Committee, a Budget Committee, and such other Special Committees as may be necessary and shall discharge them upon completion of their duties. These committees shall operate according

to rules approved by the Representative Council. No Officer of the Association shall serve on either the Election Committee or the Audit Committee.

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

#### ARTICLE IX Elections

##### Section 1 Nominations

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

##### Section 2 Balloting Procedure

- (a) A blank copy of the ballot marked 'SAMPLE BALLOT' shall be displayed on teacher's room bulletin board(s) 24 (twenty-four) hours before elections are to be held.
- (b) Elections will take place in each school building on the approved designated date. Voting hours will be established by the Building Reps. Said voting hours will be posted with the 'SAMPLE BALLOT'.
- (c) Ballots, ballot box and voting list will be picked up at the 'ETA Office' the day before the election by the Building Rep or designee, and kept secure until elections are held.



- (d) Each Building Rep will conduct the balloting by a procedure that best suits their building's needs. Building Reps will be responsible to insure that the ballots, ballot box and voting list are never left unattended.
- (e) When balloting in each building is completed, the ballot box containing the marked ballots, the unused ballots and the voting list are to be returned immediately at the completion of the school day to the 'ETA Office'.
- (f) Any person requesting an 'ABSENTEE BALLOT' shall make that request in writing 5 (five) school days before the election, to the Chair of the Election Committee. Said person will vote 2 (two) days prior to the election, between 2:30 pm and 3:00 pm at the 'ETA Office', witnessed by 2 (two) members of the Election Committee.

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

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

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

ARTICLE X Amendment

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

ARTICLE XI Amendment

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

meeting. Notice of any By-Law Amendment(s) must be announced at the meeting prior to the voting on the amendment(s).

ARTICLE XII           ETA Awarded Scholarships

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

ARTICLE XIII           RATIFICATION OF COLLECTIVE BARGAINING  
AGREEMENT

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

ARTICLE XIV REIMBURSEMENT FOR LEADERSHIP CONFERENCE

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

# Code of Ethics of the Education Profession

## PREAMBLE

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

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

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

## PRINCIPLE I

### Commitment to the Student

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student

- c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

## PRINCIPLE II

### Commitment to the Profession

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

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

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

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

-Adopted by the 1975 Representative Assembly