AGREEMENT FOR

UNIT A

BETWEEN THE

DANVERS TEACHERS ASSOCIATION

AND THE

DANVERS SCHOOL COMMITTEE

Effective

July 1, 2024

to

June 30, 2028

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PREAMBLE

Recognizing it is the responsibility of the Danvers School Committee to provide education of the highest possible quality for the children of Danvers and that good morale within the teaching staff of Danvers is essential to achievement of that purpose, we, the undersigned parties to this Agreement declare that:

1. Under the law of Massachusetts, the Committee, elected by the citizens of Danvers, has final responsibility for establishing the educational policies of the public schools of Danvers.

2. The Superintendent of Schools of Danvers (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.

3. The teaching and nursing staff of the public schools of Danvers shares with the Committee the responsibility for providing education and health services of the highest quality in the classroom of the school.

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 Association.

5. To give effect to these declarations, the Committee and the Association agree as follows:

ARTICLE 1 – RECOGNITION

A. For the purpose of negotiating collective bargaining agreements with respect to wages, hours, and other conditions of employment, and for resolving any questions arising thereunder, the Danvers School Committee, hereinafter referred to as the Committee, recognizes the Danvers Teachers Association, hereinafter referred to as the Association, as the exclusive bargaining agent and representative for a unit composed of:

Teachers,
Specialists,
School Counselors,
Librarians and other professional media personnel,
Assistant(s) to the Principal(s), Social Workers, Nurses
Occupational Therapist (OTs), Physical Therapists (PTs)
Board Certified Behavior Analysts (BCBAs)
and all other Personnel whose duties are primarily teaching.

Job duties and qualifications of OTs, PTs, and BCBAs shall include those listed in the previous individual employment contracts for each such position.

Bargaining unit work of OTs, PTs, and BCBAs may also be assigned to individuals outside of the bargaining unit in cases of exigent circumstance and with the mutual consent of the parties.

Notwithstanding the provisions of Article 9 and Appendix A, OTs, PTs, and BCBAs who were employed by the District as of June 30, 2024 shall receive for FY25 the annual salaries indicated in their proposed FY25 contracts issued by the District prior to the execution of the MOA.

OTs, PTs and BCBAs first hired as new employees to the district as of FY25 shall be placed at the appropriate column, and a step that is appropriate based on education and experience as determined by the Superintendent.

Notwithstanding the provisions of Article 31, OTs, PTs and BCBAs who were employed as of June 30, 2024, and are new to the bargaining unit shall be subject to non-renewal without cause at any time up to the end of their first three consecutive years of employment in the district. OTs, PTs, and BCBAs first hired as new employees to the district as of FY25 or thereafter, shall be subject to non-renewal without cause up to the end of their first three consecutive years of employment as bargaining unit members.

The following provisions of this Agreement are not applicable to OTs, PTs and BCBAs:

Article 5(N)
Article 6(D)(2) and (3)
Article 7

In addition, the following provisions of this Agreement are not applicable to BCBAs:

Article 5(H)
Appendix A (6)

The work year for BCBAs shall be 195 days.

All individual OT, PT and BCBA employment contracts are hereby terminated.

The parties shall convene a Joint Labor Management Committee (JLMC), composed of two Superintendent designees and two Association President designees, to discuss FY 26 (1) step and column placement for OTs, PTs and BCBAs and (2) BCBA work year. Joint recommendations of the JLMC shall be submitted to the parties for ratification votes no later than June 30,2025.

B. Unless otherwise indicated, the employees in the above unit hereinafter will be referred to as “teachers”.

C. Specifically excluded from the unit are the Superintendent, Assistant Superintendent, Directors, Principals, Secondary Assistant Principals, Coordinators, Department Heads, and the Manager of Administration and Finance.

D. If a member of the bargaining unit resigns, retires, or dies during the work year or is expected to be absent on leave for at least one-half of the teacher work year, then a substitute teacher hired to fill in for such absent teacher shall, commencing with their 91st school day school day, be a member of the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

Except as specifically limited by this Agreement, the Committee retains all of the powers, rights and duties that it has by law pursuant to MGL c. 71, as amended by the Education Reform Act of 1993 and any amendments thereto, and may exercise the same at its discretion without any such exercise being the subject of the grievance and arbitration procedures. Specifically, these powers, rights and duties include, without being limited to:

1. directing and controlling the use of school facilities;
2. selecting, assigning and employing personnel;
3. evaluating personnel;
4. obtaining and contracting for materials, services, supplies and equipment consistent with budgetary resources and educational needs;
5. establishing curriculum, student discipline policies and safety regulations with input from the Danvers Teachers Association; and
6. purchasing educational materials, text books, software and library reference materials consistent with applicable state law and with input from the Danvers Teachers Association and its members.

The failure of the Committee to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. None of these rights shall be exercised by the Committee contrary to any provisions of this Agreement.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definition

A "grievance" is any question as to the interpretation and/or application of this Agreement, or any subsequent agreement entered into pursuant to this Agreement.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to those problems which affect the 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 complaint to discuss the matter informally with any appropriate member of the administration, and having the complaint adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present and to state its views at such adjustment if acceptable to the individual.

C. Procedure

A grievance shall be initiated within 20 school days of the event giving rise to the grievance or the grievant's knowledge thereof.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified can, however, be extended in writing by mutual agreement.

If a grievance left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One.A teacher with a grievance will first discuss it with his principal or immediate supervisor either directly or through the Association with the objective of resolving the matter informally.

2. Level Two. If the grievance is not resolved to the satisfaction of the grievant within five (5) school days, the Association President may submit, in writing, the grievance to the Superintendent. The written statement of the grievance shall include: (1) the basic facts pertinent to the grievance and (2) provision(s) of the Agreement claimed to be relevant to the grievance. By providing such information in writing, the Association waives no rights to present additional pertinent facts and/or to cite additional provision(s) of the Agreement during the processing of the grievance. Within five (5) school days after the receipt of the written grievance, the Superintendent and/or his/her authorized representative shall meet with the aggrieved employee and not more than three (3) Association representatives in an effort to resolve this matter.

3. Level Three. If the grievance is still unresolved within ten (10) school days after said meeting, the Association President may submit, in writing, the grievance to the Committee. At the next regularly scheduled meeting of the School Committee or within thirty (30) days after receipt of the written grievance, whichever is sooner, the School Committee shall meet with the aggrieved employee and Association representative in an effort to resolve this matter, said meeting to take place in executive session one-half hour prior to the start of the regular meeting of the Committee. All meetings at this level shall include only parties in interest and their authorized, designated representatives.

4. Level Four. If the grievance cannot be resolved by and between the Committee, the aggrieved employee, and the Association within fifteen (15) school days after the meeting held in Level Three, then the matter may be submitted for arbitration within ten (10) school days thereafter by either the Committee or the Association with the American Arbitration Association in accordance with its labor arbitration rules or with the State Board of Conciliation and Arbitration in accordance with its rules. The arbitrator cannot add to, detract from, or otherwise modify the terms of this Agreement or any subsequent agreement entered into pursuant to this Agreement. The decision of the Arbitrator shall be final and binding on the parties. The cost (fee and expenses) of the arbitrator shall be borne equally by the parties. Either party, at its own expense, retains its right of appeal as provided in Chapter 150C of the General Laws.

D. Rights of Teachers to Representation

Any party in interest may be represented at all stages of the grievance procedure by a person of her/his own choosing, except that he/she may not be represented by a representative or by an officer of any teaching organization other than the Association or its designated representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If a grievance affects a group or class of teachers, the Association President may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure may be in writing setting forth the decision and the reasons therefore, if requested by the aggrieved, and will be transmitted promptly to all parties in interest and to the Association President. However, for any grievance resolved at Level One, Two or Three to the mutual satisfaction of the grievant and the parties, said resolution shall be reduced in writing and delivered to all parties in interest, including the Superintendent and the President of the Association.

3. All documents, communications and records dealing with the processing of the

grievance will be filed separately from the personnel files of the grievant. It is understood that any such records maintained will be solely for historical information and shall not be used against any employee in any way.

4. When it is necessary for one representative of the Association and/or the grievant to attend a grievance meeting or hearing at any level of the grievance procedure that is held during the school day they will, upon notice by the Association President to the building principal or immediate supervisor and to the Superintendent, be released from normal responsibilities without loss of pay in order to participate in said meeting(s) or hearing(s).

ARTICLE 4 – SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

B. Teachers will have the option of either of the following pay plans:

1. 26 Pays. Each teacher will be paid in twenty-six (26) equal installments between September 1 and August 31 with first 21 pays on alternate Thursdays and the balance of their earned pay (installments 22-26) on the last teacher workday of the school year upon satisfactory check-out with their building principal.

2. 22 Pays. In lieu of the above plan, upon submitting written notice to the Superintendent by June 15 of any given year, any teacher may elect to be paid in twenty-two (22) equal installments between September 1 and the end of the teacher work year with the first 21 pays on alternate Thursdays and the last pay on the last teacher workday of the school year upon satisfactory check-out with her/his building principal.

NOTE: Should any employee erroneously receive monies to which the employee is not entitled, the employee shall forthwith reimburse the Town upon demand for reimbursement of such monies.

C. An employee who works at least one-half of the school year shall advance to the next step of the salary schedule of their appropriate column. This provision applies to new hires who commence employment after the start of the school year and to a teacher on an extended leave for part of the school year, except as otherwise specified in this Agreement for any extended leaves.

D. Teachers who submit appropriate documentation (transcript or letter of successful completion of the course or program, with transcript to follow if applicable) for column movement and/or Appendix C differentials shall be eligible for the additional compensation based on the following table:

Date of Submission:	**Effective Date of Additional Compensation**
Prior to August 31	First pay date of the school year
After August 31, but prior to November 10	First pay date in December
After November 10, but prior to February 10	First pay date in March
After February 10, but prior to May 10	First pay date in June

Retroactive compensation shall be paid so that total compensation due is consistent with the actual date of submission, but actual changes shall only be made effective on the dates indicated above. However, anyone eligible for column movement or an Appendix C differential who does not submit their documentation by May 10 shall not be eligible for additional compensation in the then current fiscal year.

E. Teachers will receive their bi-weekly pay directly deposited. New accounts are subject to the pre-note process, which may take up to two pay cycles. During the pre-note process, the employee will receive a live paycheck directly from the principal or assistant principal between the hours of 12:00 noon and the end of the teacher workday, so long as no teachers' teaching duties will be interrupted or interfered with in any way.

F. Salaries excluding those set forth in Appendix A will be paid by separate checks.

G. The substitute teacher who becomes a unit member in accordance with the terms of Article 1, Section D, shall be paid as of the first day of their position at the appropriate rate on the salary schedule as if said teacher had been originally employed as a full-time teacher in the Danvers School System.

ARTICLE 5 – TEACHING HOURS AND TEACHING LOAD

A. 1. The workday of each teacher shall consist of seven (7) hours and twenty-five (25) minutes of continuous time for the school year. Said workday to begin no earlier than 7:20 a.m. and to end no later than 3:10 p.m. Some of this additional time, if necessary to provide adequate passing time between classes, may be added to the student day; it is understood, however, that this additional time will not be used as instructional time. In the event there is a shift from Eastern Standard Time to Daylight Savings Time during the period of November 1 to April 1, the workday ending time is subject to modification by the Superintendent, said ending time to be extended by no more than one (1) hour beyond the aforementioned 3:10 p.m.

2. At the Middle School and High School level, said workday shall include at least forty (40) minutes of combined time daily of teacher presence before the students' formal starting time and after the students' dismissal time, said forty (40) minutes to include at least ten (10) minutes before the formal starting time for students.

3. At the elementary level, said workday shall include at least seventy (70) minutes of combined time daily of teacher presence before the students' formal starting time and after the students' dismissal time, said seventy (70) minutes to include at least thirty (30) minutes after the dismissal time for students, thirty (30) minutes of which shall be for the purposes of conducting parent conferences and co-operative planning by teachers in order to meet more effectively the individual needs of students.

4. The Superintendent and President shall meet as may be necessary with respect to any problem(s) that may arise regarding teaching an extra period (D-2) or having a fourth preparation (D-3) in an effort to resolve any such problem(s).

5. Personnel other than classroom teachers will work their assigned tasks for the length of the regular teacher's workday. It is recognized, however, that the proper performance in a particular position may require the individual filling said position to work other than the normal working day. The exact daily schedule will be worked out on an individual basis.

6. Extended Block ("Flex-time") The parties will form a study committee in September 2017 that will examine the elementary flex time block. The study committee will make recommendations to parties no later than May 1, 2018. The study committee's recommendations will be negotiated at the request of either party.

7. Early Release Days – The Committee may convert early release days to full student days to augment instructional time except on the first 2days of school in September and the last school day in June, subject to no loss of the credit benefits in paragraph 5 of Section A of Article 6 – Time and Learning.

8. Teachers shall not live stream their in-person classes and there shall be no

remote teaching to in-person classrooms.

B. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for up to one (1) hour to attend staff meetings. Said meetings shall be scheduled to start after the dismissal of students, and there will be no increase in the length of time of said meetings as a result of the earlier start of the meetings. Part-time personnel will be expected to fulfill their professional obligations, specifically in reference to Sections a. and b. below and H. 1. of this Article, in proportion to their part-time status.

Staff meetings are:

a. Two days each month - One Building Meeting called by the school principal (the traditional monthly faculty meeting) and one Building Meeting for discussing and resolving site-based issues.

b. One day each month - Curriculum Meetings or other meetings authorized by the Superintendent. In addition to the foregoing curriculum meetings or other meetings authorized by the Superintendent, the Superintendent or her/his designee(s) may conduct curriculum meetings an additional five (5) hours per school year. The additional five hours may be utilized to extend any of the foregoing curriculum meetings by an additional hour (with no such curriculum meeting exceeding 2 hours in length except by mutual agreement) or as a separate additional one-hour or two-hour curriculum meeting. For each hour of these additional curriculum meetings teachers at an elementary school(s), the Middle School or the High School attend, there shall be corresponding release time for students of those teachers affected.

c. No such meeting in “a” or “b” above shall continue beyond 4:05 p.m.

2. Teachers may be required to attend two (2) evening meetings each year in order to provide for an open house at the teacher’s assigned school.

3. Attendance at all other evening meetings will be at the option of the individual teacher.

C. Teachers will have a duty-free lunch period of at least the following lengths:

1. Elementary School (Grades Pre-K through 5) - thirty (30) minutes.

2. Middle School - Equivalent to students’ Lunch Period.

3. Senior High School - Equivalent to students’

Lunch Period.

NOTE: Lunch periods will begin no earlier than 11:00

a.m.

D. 1. Each Middle and Senior High School teacher will not be assigned more than seven (7) periods per day, consisting of the following:

a. At least one free period;

b. Not more than 5 student supervision periods* (except as provided in “c” or “d” below); and

*NOTE: At the Middle School one student supervision period per six day cycle shall be designated for either the advisor/advisee program or for an activity period program (as may be determined from time to time). This period shall be rotated so that each teacher will teach no more than 5 classes per day (including the advisor/advisee program and the activity period program) except on those days 1) when such program is scheduled on a teacher’s free period, in which event the teacher will have her/his free period during the period otherwise scheduled for a non-teaching assigned period, or 2) when such program is scheduled on the period of a teacher’s non-teaching assigned period, in which event the teacher will conduct such program instead.

c. At the High School, a non-teaching supervisory period scheduled in a manner so that the actual need for non-teaching supervisory periods are met. Such supervisory periods shall be equitably distributed and rotated among high school teachers for those non-teaching supervisory assignments traditionally performed by high school teachers. Although this essentially involves non-teaching supervisory periods, to the extent that other periods remain available in a teacher’s schedule, such periods may be used for non-supervisory periods. The change in language in this subsection will not be used to initiate “make work” assignments.

At the Middle School, one period a day to be utilized as follows during each six day cycle:

i. Three common planning periods for each team of teachers;

ii. One planning period for the advisor/advisee program or activity period program;

NOTE: Two school months prior to any implementation of the activity period program referred to in “ii” above, teachers will be so informed in order to provide them with sufficient time to select activities, with approval by the Principal. The activities will run approximately six weeks each.

Simultaneously, an activity period program advisory committee shall be established consisting of the following membership:

1. Four members of the DTA to be selected by the President of the DTA.

2. Three members of the Administration to be selected by the Superintendent.

3. The Principal of the Middle School.

The Principal of the Middle School shall chair the advisory committee which shall meet at reasonable times for reasonable periods to study and review the activity period program. The advisory committee shall submit to the School Committee in writing any recommendations or changes concerning the activity period programs. The meetings of the advisory committee shall not interfere with classroom instruction and/or the teaching program of its members. The School Committee shall determine whether to continue said activity period programs, whether modified or otherwise.

iii. Non-teaching supervisory periods otherwise assigned in the same manner as described above for high school teachers.

The School Committee shall determine whether to continue said Activity programs, whether modified or otherwise.

d. An additional period as set forth in Section D.2.

2. An additional teaching period (i.e. - a sixth class for academic teachers) may be assigned to a teacher for the purpose of providing additional curricular, additional offerings of present curricular, flexibility of scheduling and academic program options in the secondary schools according to the terms and conditions below:

a. No more than 7 teachers may be assigned an (one) additional teaching period in each semester, and no more than two teachers per subject area may be so assigned an additional teaching period.

b. No teacher assigned a fourth preparation under 5. D. 3. may be assigned involuntarily an additional class.

c. The Superintendent shall seek volunteers by giving written notice to all secondary teachers at least five (5) school days prior to making the assignment. Certified teachers interested in teaching an additional class should notify the Superintendent within three (3) school days of sending said notice to the teachers. If there are one or more volunteer applicants for any such additional teaching assignment, the Superintendent shall make the assignment from among the volunteer applicant(s). Such assignment(s) to volunteer(s) shall be made on a rotating basis prior to any volunteer being assigned an additional class a second time.

d. When there is no volunteer applicant for teaching an additional class, the Superintendent may assign a teacher involuntarily from the impacted subject area to teach the additional class. Such assignment shall be made on a rotating basis to teachers in such subject area prior to any teacher being assigned involuntarily to teach an additional class a second time (and a third time, etc.). In no event shall any teacher be

assigned involuntarily to teach an additional class more than one year every two years.

e. Any teacher assigned to teach an additional class shall have no increase in the maximum number of students assigned as stated in the NOTE under Section B of Article 6. Therefore:

for any Senior High School English teacher assigned an additional, or sixth, teaching period, the maximum number of students assigned daily shall be 100; and

for any other academic teacher, including Middle School English teachers, assigned an additional teaching period, the maximum number of students assigned to said teacher shall be 125.

f. Any teacher assigned an additional class according to the terms of this Section shall be provided this additional compensation per class period as set forth in sub-section 7 of Appendix A. When a teacher assigned to teach an additional class is absent from school that day, said teacher shall be provided this additional compensation until the number of consecutive days of absence exceeds the number of consecutive days of the first three (3) classes that the absent teacher is scheduled to teach the additional class. For example, a teacher assigned an additional class every day and who is absent a week shall receive three (3) class periods of additional compensation while absent, and a teacher assigned an additional class every other day and who is absent four (4) consecutive school days shall receive two (2) class periods of additional compensation.

g. The utilization of an additional teaching period shall not be used as a device to reduce teachers.

3. Except as provided below, Middle and High School teachers (grades 6-12) will not be required to teach more than 2 subject areas (English, Social Studies, Mathematics, Science, etc.) nor more than a total of 3 teaching preparations within said subject areas at any one time. For purposes of this Section only, each world language shall be considered as a subject area; i.e. French, German, Spanish and Latin are to be counted as separate subject areas in applying the two-subject rule above. Middle School teachers who volunteer to do so may teach in more than two subject areas, provided that such is consistent with one's area(s) of certification and the rules and regulations of the Department of Education.

In limited circumstances, for the purpose of providing additional curricula, additional offerings of present curricula, flexibility of scheduling and academic program options in the secondary schools, teacher(s) may be assigned a fourth preparation according to the following terms and conditions:

a. No teacher assigned to teach an additional period under 5.D.1.d. will be assigned involuntarily a fourth preparation.

b. The Superintendent shall seek volunteers for a fourth preparation prior to assigning a fourth preparation to a teacher involuntarily.

c. No teacher will be involuntarily assigned a fourth preparation more than one year every two years.

d. If a teacher has two courses (e.g. French IV and V) combined in a single class period, those 2 courses shall count as 2 preparations unless it is taught as a single course with one syllabus.

e. For any teacher assigned to teach 5 periods daily and who is assigned 4 preparations (voluntary or involuntary), the maximum number of students assigned to said teacher shall be 110 instead of 125. For a teacher assigned to teach 4 periods daily, the maximum number of students assigned daily shall remain at 100.

f. The utilization of a fourth preparation shall not be used as a device to reduce teachers.

4. The Superintendent and President shall meet as may be necessary with respect to any problem(s) that may arise regarding teaching an extra period (D-2) or having a fourth preparation (D-3) in an effort to resolve any such problems(s).

E. Each elementary teacher, grades 1-5 will be assigned:

1. At least two hundred (200) minutes weekly of free time, said time for each classroom teacher to be scheduled in those periods when a teaching specialist is scheduled to conduct the class, or when the administration has planned some other program or activity. Any such period will be at least thirty (30) minutes in length. Such period will be scheduled on at least four (4) days per week for each teacher. When staffing allows, each teacher will be scheduled a minimum of thirty (30) minutes on five (5) days per week.

2. The parties agree that finding an additional 30 minutes for all teachers on the fifth day is a priority. The parties, therefore, agree that they shall meet each spring (beginning in 2006) to review the proposed schedules in each elementary building for purposes of scheduling an additional 30 minutes of CPT (common planning time) on the fifth day. If sufficient subject area specialists (for example, music, art, physical education, health, library/computers) are scheduled to be employed in a building which makes the scheduling of a fifth period and weekly CPT feasible the following year, the building principal shall so schedule the staff.

3. Schedules for all other teachers at the elementary level, will be arranged to reflect comparably scheduled periods of free time.

F. No teacher will be required to relinquish free periods or non-teaching supervisory periods, whether assigned or unassigned, for the purpose of substituting for teachers absent at the start of the workday. It is expected that in an emergency situation, such as when a teacher finds it necessary to leave during the workday, other teachers will volunteer to cover classes left vacant. However, if a teacher does so substitute, they will be reimbursed at the hourly rate set forth in sub-section 8-b of Appendix A.

G. Exceptions to the provisions of Sections B, C and D above may be made only if the Superintendent determines that it is necessary to do so in the best interest of the educational process, including such purposes as In-Service Workshops and NEAS&C secondary school evaluations. The Association will be notified of each instance in which the Superintendent so determines, such determination not to be in an unreasonable manner or without basis in fact. When such exceptions to the provisions of Sections B, C and D occur, compensation shall be provided as in F above.

H. Teacher Work Year

1. The work year of teachers will begin no earlier than the week before Labor Day and will end no later than June 30 and will consist of no more than 184 days. Said work year will begin the Wednesday before Labor Day with two mandatory professional development days. The Friday before Labor Day will not be a work day for teachers. The school year will end no more than one day after the students are required to be in attendance. The Committee will reduce the calendar of school days for the students' attendance to the number required by the Massachusetts Department of Education minimum regulations in any year regardless of the planned calendar. Final exams shall not be scheduled on the last day for students. For personnel new to the Danvers School System, two (2) additional days of orientation are required.

   The work year will include:

   a. The first two days of the work year, which shall be without students (2 days);

   b. One (1) additional mandatory professional development day (1 day)

   c. 180 days when students are in attendance(183 days);

   d. conference day scheduled in November or December (184 days);

   e. the next business day after the last day for students for those teachers who have not completed their required annual work duties. [NOTE: The work year for teachers will end on the last day students are required to be in attendance in all cases where all required annual teacher's work duties have been completed.]

2. Non-mandatory professional development days scheduled before and after the school year shall be implemented with each teacher being able to select one of the following options appropriate to her/him:

   a. Any teacher with an M+60 or Doctorate and in addition who has earned 18 or more credits in Appendix C courses and who participates in this program shall be compensated at the applicable professional development hourly rate for up to six (6) hours for said participation.

   b. Any teacher other than as defined in "a" above and who participates in this program shall receive one (1) credit under the terms of Appendix C.

   c. A teacher may elect not to participate in this program.

I. Each teacher will be allowed 10 minutes for personal hygiene between 8:00 a.m. and the lunch period.

J. All Unit A personnel will share on a rotating basis non-teaching responsibilities.

K. Whenever possible, CET meetings will be held during the regular teacher workday. Any teacher who attends a Core Evaluation Meeting during their free period and/or outside the length of the teacher's regular school day will be compensated at the hourly rate set forth in sub-section 8-c of Appendix A.

L. Grades:

1. For elementary schools (K-5), grades during the school year will be due seven (7) school days after the last day of the term in the A.M.

2. For the middle school (6-8), grades for the first, second and third quarters will be due seven full days after the last day of the term. Disks will be due seven (7) full school days after and verification sheets eight full days after the last day of the term respectively. Progress reports will be treated in a like manner.

3. For the high school (9-12), grades for first and third terms will be due six school days after the last day of the term in the A.M. Grades for second term only will be due six (6) school days after the last exam day or the last day of the term, whichever comes later, in the A.M. Scan sheets will be due six days after and verification sheets seven days after the last exam day of the term, as the case may be. Progress reports will be treated in a like manner.

4. ALL LEVELS. The process of inputting grades will continue to be refined as per the study committee on report cards. During the week that grades are being processed, no administrative meetings will occur. All other meetings will be held only if necessary. For the last marking period only, grades will be due the last day of school for teachers.

5. It is understood that this shall determine grading procedures unless further discussions need to take place because of technological advances.

M. Any science teacher teaching in excess of thirty (30) periods in a six (6) day cycle shall be compensated at the rate per period set forth in sub-section 8-d of Appendix A.

N. <u>Elementary Team Meetings</u>

In order to provide for team planning and/or team activities at the elementary level, elementary teachers shall be scheduled for a thirty (30) minute team planning period per week. Whenever possible, this thirty (30) minute team planning period shall be scheduled during the regular student day. When it is not possible to do so, this thirty (30) minute team planning period shall be scheduled either before or after school, depending on when the longer block of time is for each school. The specific day for this team planning period shall be set by each team, subject to the reasonable approval of the principal. No teacher shall be required to attend more than one such meeting per week. When this team planning period takes place before or after the regular student day, each teacher shall be provided additional time as follows: thirty (30) minutes of

individual planning time every other week when the health specialist is teaching their class and five (5) minutes added to the teacher's duty-free lunch each day. Specialists shall be treated in a like manner.

ARTICLE 6 – TIME AND LEARNING

As a result of the state mandates with respect to "Time and Learning" the Danvers School Committee (Committee) and the Danvers Teachers Association (Association) hereby agree to the following with respect to "Time and Learning".

A. General Provisions

1. Schedules for elementary, middle and high schools are set forth in Sections B, C, D and E respectively of this agreement. The parties shall establish a process whereby a group at each level shall evaluate the new schedules for each level; this process shall reflect cooperation between the staff and administration.

2. The teachers' workday shall be seven hours and twenty-five minutes, with the exception of Fridays and the days before holidays when teachers may leave after students have been dismissed.

3. The first three student days of the school year shall be half days for students. The meeting schedule for Tuesday and these three afternoons, apart from the Superintendent's opening meeting, shall consist of no more than two administration (principals and directors) directed meetings.
These meetings shall be no more than two hours in length. All self-directed teacher time shall be conducted on campus.

4. The Wednesday before Thanksgiving shall be a half day for students and teachers, and the last day of school shall be a half day for students.

5. At the end of the 2017-2018 school year, teachers may earn up to four in-service credits for participation in four summer optional professional development days. Two district sponsored days will be held during the week before the start of school and two at the end of the school year. Each summer professional development day is 6 PDPs for DESE recertification. Teachers may attend all four days for credit.

6. Professional Days - Under the provisions of Section A of Article 22 (Professional Development and Educational Improvement), each teacher shall be able to participate in a one day-long program with the school system providing the substitute. A teacher electing a no-cost professional activity (such as visiting another school) shall be able to participate in a second such no-cost day-long program, with the school system again providing the substitute provided that substitute funds are available. Approval for additional professional days shall follow the procedures set forth in Section A of Article 22.

B. Elementary Schools - The instructional day shall provide 310 minutes of instructional time for students and shall consist of a six hour and 10 minute student day, including 5 minutes for opening exercises and 5 minutes for dismissal. A 35- minute lunch period and a 15-minute recess period will be included within the six-hour and 10 minute day and will not be counted as instructional time.

C. Middle School – The instructional day shall provide 343 minutes of instructional time for

students. The student day will be six hours and 25 minutes. This will consist of a rotating schedule, based on a seven (7) day cycle with six (6) periods each day. In addition to six (6) periods, there will be a five-minute homeroom (only three minutes of which shall be instructional time) and a 25-minute RISE/extension period attached to one of the six (6) periods a day described herein.

The RISE/extension period shall be used to extend one of the 6 periods a day with the objective to leverage extended learning time to meet the diverse needs of the students in the class, respond to data and use teacher autonomy to support academics needs of the class. It can be used for extended lessons, reteaching/review, extensions and additional time for labs and/or projects. This period is to provide direct support to students, but teachers will not be required to prepare new lessons for this period. The RISE/extension shall occur every day attached to one period (i.e. the 5th block of the day) it shall be an extension of the teacher's class and will occur five days per cycle.

D. High School

1. The day will have 338 minutes of instructional time for students as per the attached schedule. Other concerns with the schedule, such as period rotation and homeroom, shall be channeled through the Core Advisory Team.

2. The total number of students assigned to a teacher per year shall not exceed 125 for five classes, or 100 for English teachers and those teaching four classes. Other currently affected content areas shall be treated similarly.

3. Teachers will be assigned three duties per seven-day cycle in one semester and four duties per seven day cycle the following semester.

4. Assignments shall be equitable. Should there be a conflict, senior teachers shall have preference.

5. The student day will be six hours and 25 minutes.

School	Teacher Start Time	Bus Arrival	Student Start	Student End Time	Bus Depart	Teacher End Time
High School	7:20	7:20	7:30	1:55	2:05	2:45
Extended Block	7:20	7:20	2:00	2:40	--	2:45
Middle School	7:20	7:20	7:30	1:55	2:05	2:45
Extended Block	7:25	7:20	2:00	2:40	--	2:50
Elementary	7:45	8:10	8:20	2:30	2:35	3:10
Extended Block	7:20	--	7:30	8:20	--	2:45

High School Student Day 6 hour 25 min.	Meetings: One hour in length -
Middle School Student 6 hour 25 min.	to end no later than 4:05 p.m.
Elem. School Student Day 6 hour 10 min.	

Window 7:20 a.m. – 3:10 p.m.	Middle School/High School	Student day @ MS/HS – take off 10
	40 min. 10 minutes	mins of passing time. Student day at
	Before/30 after	elementary – take off 5 mins. of
	Elementary 70 minutes	passing time. Flex – extended block
	At least 30 minutes after	-- elementary 50 mins.

ARTICLE 7 – CLASS SIZE

The Committee and the Association agree that class size and student load are important factors regarding teacher effectiveness in the classroom. Therefore, the Committee agrees to the following class size and teacher load provisions:

A. Elementary Schools

(grades K-5	Average Class Size
Kindergarten	20
	22 (max.: see Note 3)
Grade 1	25
Grade 2	25
Grade 3	25
Grade 4	25
Grade 5	25

NOTE 1: In Grades 1-5, when a class size reaches 26 students or over (e.g. 27) each teacher impacted will be compensated an additional $10.00 per student, per day for each day so impacted.

NOTE 2: The number of students assigned to a multi-age class and its related same grade classes shall be assigned in a fair and reasonable manner.

NOTE 3: In Kindergarten, teachers with more than 20 students in a class will be compensated an additional $10.00 per student, per day for each day so impacted for classes containing up to 22 students. (NB: Maximum payment per day is $20.00, i.e. $10 each for up to two students.)

B. Middle School

(Grades 6-8)	Maximum Class Size
1. Each class for core subjects taught by core subject teachers	As proposed by each Core Team, with approval of the Principal. The grades 7 and 8, assignment not to exceed daily 125 students per five FTE (full time equivalent) teacher Core Team of science, math, English and social studies teachers and teachers assigned to Core Team (world languages and reading). For grade 6, assignment not to exceed daily 25 students per FTE teacher per team (e.g. - 100 students per four teacher team, 75 students per 3 teacher team, etc.).

Middle School (Grades 6-8)	Maximum Class Size
2 Academic Subjects	30
3. Science Laboratories	25
4. Cooking	15
5. Sewing	15
6. Shop	15
7. Art	25
8. Physical Education	40
9. Band/Choral	Unlimited
10. Advisor	15 (unless otherwise determined by the teachers with the approval of the Principal)
11. Technical Education	25

NOTE 1: The maximum number of students assigned daily to a Middle School teacher shall be 125, except that effective September 1, 1994 the maximum number of students assigned per day to a physical education teacher shall be 165.

NOTE 2: In the event any Middle School class size maximums established by the administration are exceeded by 1 to 3 students, any teacher assigned such additional students shall be compensated at the rate per period set forth in sub-section 8-e of Appendix A. This NOTE 2 does not apply to team-initiated assignments of students.

NOTE 3: If, after students have been assigned equitably (i.e. - as equally as possible) to each team at each grade level, there is any middle school team whose number of students exceeds the appropriate multiple of 25 students (25 time the number of FTE teachers for any one team) by 1 to 3 students, the following shall apply:

a. If 1 student over (e.g. - 126 students for a 5 FTE teacher team), each teacher on the team so impacted shall be compensated an additional$10 per day for any day so impacted;

b. If 2 students over (e.g. - 127, etc.), each teacher on the team so impacted shall be compensated an additional$20 per day for each day so impacted;

c. If 3 students over (e.g. - 128, etc.), each teacher on the team so impacted shall be compensated an additional$30 per day for each day so impacted.

The provisions in a, b and c above also shall apply to any middle school teacher who services 2 or more teams and whose daily student load exceeds 125 students (i.e. - 126,127 or 128 students), except as otherwise provided in this section.

C. <u>High School (Grades 9-12)</u>

Grades 9-12	Maximum Class
1. Academic Subjects	Size 30*
2. Science Laboratories	25
3. Shop	15
4. Art	25
5. Physical Education	40
6. Band and Choral Instruction	Unlimited
7. Study Hall	
a. Formal – classroom	35
b. Formal - large group	50
c. Informal - large group	75
8. Cooking	15
9. Sewing	15
10. Photography	20
11. Technical Education	25

NOTE 1: In the event any high school class size maximums are exceeded by 1 to 3 students, any teacher assigned such additional students shall be compensated at the rate per period set forth in sub-section 8-e of Appendix A.

NOTE 2: For a teacher assigned to teach five (5) periods daily, the maximum number of students assigned to said teacher shall be 125 except for High School English teachers, whose maximum number of students shall be 100. For a teacher assigned to teach four (4) periods daily, the maximum number of students assigned shall be 100.

Effective September 1, 1994 the maximum number of students assigned per day to a physical education teacher shall be 165.

D. The assignment of students to teachers system-wide shall be administered equitably within each building and will be consistent with the provisions of Sections A and B of this Article.

E. The ratio of students per Nurse shall be determined by the demands and needs of the school or schools involved and the request of the school principal for nursing coverage.

- The ratio shall not exceed seven hundred and fifty (750) students per nurse.

F. The district shall endeavor to distribute work among staff in an equitable manner and to create class rosters that are balanced and equitable with due consideration for relevant factors including building or district-wide instructional models, class size and composition and the unique characteristics, needs and preference of students.

If the Association has a concern about workload distribution among staff or class rosters, the building principal, upon request, shall schedule a meeting with the Association President or designee(s) to discuss such concerns and make reasonable efforts to identify and reach a mutually agreeable resolution with the decision of the building principal being final.

ARTICLE 8 – NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that her/his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Teachers will not be required to perform the following duties:

1. Health services such as administering eye or ear examinations and weighing and measuring students.

   Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.

2. Delivering books to classrooms, duplicating instructional and other materials, keeping registers, performing other similar clerical functions and, at the secondary level, keeping cumulative record cards and preparing report cards.

B. Teachers will not be required to drive pupils to activities which take place away from the school building.

C. The performance of the following duties shall be assigned on a rotating basis spread among Unit A personnel with persons receiving compensations for such duties in the form of compensatory time equal to the service performed with no less than 30 minutes for any single duty assignment, such compensation to be taken within ten (10) school days of the date when the duty was performed.

1. Morning bus duty
2. Morning monitoring of early arrivals
3. Afternoon bus duty
4. Supervision of detention

At the High School and Middle School, cafeteria duty will be in lieu of any study period assignment and monitoring buses in lieu of homeroom responsibilities. At the Middle School in lieu of quarterly rotation of cafeteria duty, thirty minutes of equal non-cumulative compensatory time will be granted to those involved at the discretion of the principal.

At the elementary school, there will be no more than 1 hour (60 minutes) of a 'duty' per month per teacher in 6 (six) 10 minute segments.

ARTICLE 9 – TEACHER EMPLOYMENT

A. Full credit will be given for previous outside teaching experience upon initial employment. Additional credit for compulsory military experience which interrupted teaching and not to exceed two (2) years for Action Corps teaching will be given upon initial employment.

B. 1.Teachers with previous teaching experience in the Danvers School System will, upon returning to the system, receive full credit on the salary schedule for all outside teacher experience, compulsory military experience which interrupted teaching, and Action Corps teaching, up to the maximum set forth in Section A above. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

2. Previous accumulated unused leave days will be restored to all teachers returning from compulsory military service.

C. Full credit for previous school nursing shall be considered and binding. At the discretion of the Superintendent, any other related experience may be considered but not binding.

ARTICLE 10 – RESIGNATIONS

A. Any teacher who resigns between September 1st and June 30th, in accordance with the provisions of Section B of this Article, will be compensated on a per diem salary to be paid at the rate of one-one hundred eighty-fourth (1/184) of his annual salary rate for each day on the roster.

B. Teachers will notify the Superintendent at least thirty (30) days in advance of termination of service.

C. Teachers leaving the system without giving the proper thirty (30) days' notice will be paid one-one hundred eighty-fourth (1/184) of their salary multiplied by the number of days taught or in service.

ARTICLE 11 – TEACHER ASSIGNMENT

A. Teachers will be notified in writing of their programs for the coming school year, including the school to which they will be assigned, the grades and/or courses that they will teach, and any special or unusual classes that they will have by June 1, except for such changes as are necessary because of changing enrollments or late resignations, or problems in computerized scheduling. Any teacher whose assignment is changed after June 1 will be notified immediately in writing of said change.

1. A yearly salary and appointment letter will be provided for all staff by June 1st of each year along with their assignment.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

C. Except in emergency situations, changes in grade assignment at the elementary schools and subject assignment in the secondary schools will be voluntary.

D. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers required to travel between schools shall be reimbursed at the IRS mileage reimbursement rate then in effect for such travel, payable semi-annually. Requests for reimbursement for the second half of the school year are to be submitted by the last day of school.

E. Teachers will have the opportunity to suggest their desired schedules for the following year to their immediate supervisor for consideration by the person scheduling assignments. Assignments shall be made equitably.

F. Special teachers and coaching teachers will not be used for any purpose other than the program except when a teacher goes home ill after 11:00 a.m. and in emergency situations. However, coaching teachers may be used to cover a class for a teacher participating in a Core Evaluation Team (CET) meeting.

ARTICLE 12 – TRANSFERS

A. All Transfers

1. For purposes of this Article, “transfer” shall be defined as: (a) moving a teacher from one school to another, and/or (b) at the elementary level, moving a teacher from one grade to another.

2. Whenever the Superintendent finds it necessary to transfer teacher(s), the Superintendent shall post a notice of said need on a conspicuous bulletin board in each building, with a copy to the Association president. As a result of said notice, volunteers may apply, and the Superintendent shall consider such volunteers before making any involuntary transfers.

B. Voluntary Transfers

1. The Superintendent shall publicize no later than May 1 all known classroom vacancies anticipated for the following year.

2. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred and reason(s) for the transfer. Such requests must be submitted between September 1 and May 15 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

C. Involuntary Transfers

1. If the Superintendent decides to transfer a teacher:

   a. The teacher will be given as much prior notice as possible in writing.

   b. The teacher may, within ten (10) school days of receipt of such notice, request in writing a meeting with the Superintendent.

   c. Within ten (10) school days of receipt of such request, the Superintendent and/or his designee shall meet with the teacher. The teacher may be accompanied by a representative of the Association.

   d. At that meeting the teacher will be given the reasons for the transfer, and the transfer will be discussed.

   e. Within ten (10) school days after such a meeting, the teacher shall be given a final decision in writing setting forth the reasons for the transfer made by the Superintendent or his designee.

2. Except in cases of emergency, transfers shall be effective at the beginning of a school year.

3. Teachers who receive a grade level transfer may be compensated at the professional development hourly rate, not to exceed twelve (12) hours, if they generate a curriculum product beneficial to the district.

   Teachers who receive a grade level transfer may submit a purchase order of up to $250 for the district purchase of classroom supplies.

ARTICLE 13 – VACANCIES

A. Vacancies for full-time professional and part-time professional positions shall be posted and filled in accordance with the provisions of this Article. Part-time professional positions shall mean all positions whose duties are in addition to those of full-time positions; among such part-time positions are co-curricular, coaching, evening school, and summer school.

B. <u>During the School Year</u>

1. When any vacancy occurs during the school year, notice of such vacancy will be posted at a designated place in each school and a copy of said notice will be sent to the President of the Association at the same time.

2. Such position(s) will not be filled, except on a temporary basis, until ten (10) school days after the notice of vacancy is posted.

C. <u>During the Summer</u>

1. When any vacancy occurs from the end of school through August 31, written notice of said vacancy will be sent to the President of the Association (or their designee) and posted online.

   Such position(s) will not be filled, except on a temporary basis, until 10days after the mailing of the notice, except that the Committee may fill immediately a teaching position or a fall season coaching position that becomes vacant between August 11 and August 31.

D. <u>General</u>

1. Notices of any vacancies shall include the requirements and/or qualifications for the position, its duties and/or job descriptions, and the rate of compensation.

2. Any teacher who applies for any position will:

   a. receive notice of receipt of his application;

   b. be granted an interview by the Superintendent or his designee; and

   c. receive a written statement of the decision on his application.

3. Vacancies in part-time professional positions (except coaching positions) shall be filled with qualified members of the bargaining unit before outside applicants.

ARTICLE 14 – PROCEDURAL PROVISIONS

A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar devices shall be strictly prohibited.

B. 1. Teachers will have the right, upon request, as provided by statute, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany them during such review.

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in her/his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing their 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 her/his answer shall be reviewed by the Superintendent and attached to the file copy.

C. In case of a complaint against a teacher made by any parent, student or other person, before any action may be taken because of such complaint, the teacher will be promptly given the pertinent detail of the complaint and will be given the opportunity to present her/his case or viewpoint.

D. Meetings with Administrators

1. When an administrator wishes to meet with a teacher, the administrator shall provide adequate lead-in time and shall state the purpose of the meeting to the teacher. Except in cases of time sensitive matters or an emergency, the administrator and teacher shall set a mutually agreeable time for the meeting.

In the event the purpose of the meeting has to do with the authority of the principal for disciplining a teacher for delinquency of professional performance, they has the right to have an Association member present. If a teacher is to be questioned on a matter of them being disciplined by a member of the administration above the level of principal, he/she shall have the right to have a representative of their choosing, legal or otherwise, present at such questioning or other form of hearing or exercise of the authority to discipline if she/he so states at the time. Refusal to allow her/him such representation shall constitute a grievance, which shall be dealt with starting at Level II of this Agreement. The parties agree that a reprimand is one form of discipline.

2. In the event the purpose of this meeting is not for disciplinary reasons pursuant to paragraph 2 above, and if there is a second administrator present at such meeting, the teacher shall have the right to have an Association representative present at the meeting.

ARTICLE 15 - TEACHER EVALUATION

1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

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

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

B) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, School counselors, speech and language pathologists, and some reading specialists and special education teachers.

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

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

E) ***District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide.

These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. These measures will be developed and decided upon with the active collaboration of Educators in the District within that applicable field.

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

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

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for three school years for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment under different licensure.

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

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

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 50 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

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

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

J) ***Evaluator**: The building administrator, building assistant principal, curriculum directors and any other licensed full time employee of the District designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle (by October 1st). An educator may bring a substantive concern about the assigned evaluator to the principal for a change consideration. The Evaluator(s) may be changed upon notification in writing to the Educator

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

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

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

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

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

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

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

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

S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video as agreed upon by the educator and evaluator. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Observations shall not occur on the half-day before Thanksgiving and day before December, February, and April vacations. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties**: The parties to this agreement are the Danvers school committee and the Danvers Teachers Association that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

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

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

requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) ***Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71,
§ 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) ***Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71,
§ 41. Professional teacher status teachers on self-directed growth plans shall provide at least one (1) piece of evidence for each indicator for their formative evaluations and summative evaluations; more evidence can be submitted but is not required; for all other educators, no changes to current evidence submission requirements; unit members are responsible to submit evidence that I sufficient in its totality to demonstrate that the number is meeting performance standard and making sufficient progress toward their educator goals.

X) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

Y) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

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

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

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

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

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

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

3) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are

aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration.

ii) Announced observation(s) for non-PTS Educators in their three years of practice in a school, PTS Educators in their first year under a new licensure, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

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

i) Evidence compiled and presented by the Educator, including :

(a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence related to teaching practice from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

D) The collection of evidence can take (but is not limited to) the following items:

- Binder
- Two-pocket folder
- Electronic folder with a table of contents, websites or web page format, slides/powerpoint,
- Electronic account that evidence is uploaded to with a table of contents

The collection of evidence can include artifacts from the two-year cycle. All evidence should include a reflection of how that piece fulfilled the particular element. The reflection can take any form – sticky note, handwritten/typewritten on a piece of paper, or handwritten/typewritten on DESE's Artifact Cover page.

E) While all indicators in the Teacher Rubric are important, during any given school year we will be focused on specific elements of evaluation. When considering evidence of indicators of State Performance Standards, such indicators shall be prioritized for each educator such that not more than one-third of said indicators may be considered.

The Priority Standards will be set no later than November 1 of year 1 of the educator's plan. PTS educators who are in the summative year of an evaluation cycle when a change is made may choose to keep the previous elements for their binder until the beginning of the next evaluation cycle.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii.) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.

7) **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st (November 1st for first-year of implementation) or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

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

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

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after

ESE issues guidance on this matter. See #22, below.

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

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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

A) In the first three years of practice or first assignment in a different licensure:

i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have four unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation and not more than six during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations and not more than four.

C) The Educator whose overall rating is unsatisfactory must be observed according to the improvement plan which must include both unannounced and announced observations. Improvement plans may range from 50 school days up to 180 school days. The number and frequency of the observations shall be determined by the Evaluator, but in no case, shall there be fewer than one announced and three unannounced observations.

11) **Observations**

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

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

A) Unannounced Observations

i) Unannounced observations will be 15 – 30 minutes. After the unannounced observation and before leaving the room, the administrator will acknowledge by email or other communication that the visit was an unannounced observation.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person or by electronic communication. If either the Educator or Evaluator requests a meeting to discuss the observation, such meeting will take place within 5 school days of receipt of the feedback.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least 30 minutes in duration but not more than a full period (approximately 50 minutes) within 20 school days and will follow the procedures for announced observations as stated in #11B.

B) Announced Observations

i) All non-PTS Educators in their first three years in the school, PTS Educators on Improvement Plans or on first assignment in a different license shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. (deleted sentence)

(1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 7 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1) Describe the basis for the Evaluator's judgment.

(2) Describe actions the Educator should take to improve his/her performance.

(3) Identify support and/or resources the Educator may use in his/her improvement.

(4) State that the Educator is responsible for addressing the need for improvement.

C) Walkthroughs,

Learning Walks and other like procedures by another name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system but may result in feedback to individual educators. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

12) **Evaluation Cycle: Formative Assessment**

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

Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) By May 15th, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The response will be attached to the formative assessment.

H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

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

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 1st of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the

previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

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

C) No later than May 15th, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox .

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The response will be attached to the report.

G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

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

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.

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

goals.

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

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

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

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

G) By May1st, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

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

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox no later than June 1st.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

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

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

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

15) **Educator Plans – General**

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

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

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

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

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or

high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

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

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

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

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

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

19) **Educator Plans: Improvement Plan**

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

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 50 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the

end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

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

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Association attend the meeting(s).

iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

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

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

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

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

(b) In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

Activity:	**Completed By:**
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process and notifies educators of primary evaluator.	October 1
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1 (November 1 for first year of implementation)
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings for Educators on one-year Educator Plans if requested by either Evaluator or Educator	*February 15*
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	*May 1**
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

Activity:	**Completed By:**
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	*June 1 of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	*June 10 of Year 1*
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 15 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

21. **Career Advancement**

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

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

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

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

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

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

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

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

25. Transition from Existing Evaluation System

A.) All Educators will be subject to the new evaluation system.

B.) All Educators will be rated as proficient in all regards initially.

C.) Non P.T.S. Educators and Educators beginning a new assignment under a different license will be placed on a Developing Educator Plan.

D.) P.T.S. Educators who have in the previous year completed their Clinical Observation year under the current system will be placed in year one of a two-year Self Directed Growth Plans.

E.) P.T.S. Educators who in the previous year have completed their Non-evaluation goal setting year shall be placed in year two of a two-year Self Directed Growth Plans.

F.) The previous system remains in effect only as to issues not directly addressed by the new system instituted through this document and contract

26. General Provisions

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

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

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

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

G The parties agree to form a joint labor management committee (JLMC) to review and make recommendations to the parties regarding the Educator Evaluation system and procedures. The committee's review will include but is not limited to the dates/deadlines in the procedure and the new regulations enacted by the Board of Elementary and Secondary Education (DESE). Any and all recommendations of the committee will be subject to bargaining at the request of either party. The committee shall be convened by October 1, 2017 with equal representation of the parties appointed by each party.

ARTICLE 16 – TEACHER FACILITIES

A. Each school will have the following in existing buildings to the extent facilities may be provided without major expenditure of funds and should be designed in new building construction.

1. Space in each classroom in which teachers may safely store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned work area;
4. In the absence of a pay phone, the teacher has the right to the private use of the school phone for local calls;
5. A serviceable desk and chair for the teacher in each classroom;
6. A communication system so that each teacher can communicate with the main building office from his classroom;
7. Well-lighted and clean teachers' restrooms; and
8. A separate, private dining area for the exclusive use of the staff.

B. An adequate portion of the parking lot at each school will be reserved for teacher parking.

ARTICLE 17 – SICK LEAVE

A. Teachers will be entitled to 15 days sick leave each school year as of the first official day of said school year, prorated if they begin employment after the first official day of said school year. Sick leave may be accumulated from year to year to two-hundred twenty-five (225) days.

B. A teacher who anticipates being absent for an extended period of time due to illness or other disability shall inform the Superintendent of her/his best estimate as to how long he/she expects to be absent in order for the administration to plan adequately for a substitute. A teacher absent for more than five (5) consecutive school days shall provide a note from a licensed attending medical professional attesting to her/his disability if requested to do so by the Superintendent. Any teacher who has been absent because of illness for ten (10) consecutive school days shall return to her/his duties only after presentation of a certificate from her/his licensed attending medical professional indicating a satisfactory recovery and ability to perform her/his duties.

C. On the first pay day in September, each teacher will be notified in writing of the total number of sick leave days he/she has accumulated.

D. <u>Sick Leave Bank</u>

A sick leave bank will be established for use by members of the bargaining unit who have exhausted their own sick leave and have a prolonged and/or serious illness or injury. This includes nurses (Unit C).

1. Each member of the bargaining unit shall contribute one day from their sick leave accumulation to the Sick Leave Bank in order to fund the bank. In the event the Sick Leave Bank becomes depleted, each member of the bargaining unit shall contribute a day from her/his sick leave accumulation to re-fund the bank. No more than two (2) sick leave bank days shall be deducted from teachers' individual sick leave accounts in any one school year. Sick Leave Bank days unused in one school year shall be carried over to the next school year. At no point shall the bank contain more days than the number of unit members.

2. The Sick Leave Bank shall be administered by a Sick Leave Bank Board consisting of four members. Two members will be designated by the Superintendent to serve at its pleasure, and two members shall be designated by the Association to serve at its pleasure. Award of benefits from the bank requires a majority vote of the full Board.

3. Any initial grant of sick leave by the Board shall not exceed thirty (30) days. If the need continues, reapplication to the Board may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Board to any individual for a single illness or accident. The Board agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Bank have been exhausted. Such situations will be brought to the attention of the Board

by the Association only, whereupon the Board may authorize up to an additional ninety (90) Sick Leave Bank days.

4. A teacher who has received a grant from the Sick Leave Bank will, upon their return to regular teaching duties, receive five (5) sick leave days from the bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the bank on the last day of school.

5. Subject to the provisions of this Article the Board shall utilize the following criteria in administering the bank and in determining eligibility and amount of leave:

   a. Adequate medical evidence, including diagnosis and prognosis, or serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Board.

   b. Prior utilization of sick leave shall be a factor if abuse has been shown.

6. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.

E. A teacher who has been on duty and must leave school because of illness will have one full day deducted from his sick leave accumulation if he leaves before 11:00 a.m. and will have one-half day deducted from sick leave if he leaves after 11:00 a.m.

F. A Unit member may use up to ten (10) days of sick leave per year in case of serious illness or accident befalling a spouse, child , parent, other member of the unit member's immediate household, or other dependent for whom the unit member is a primary caregiver and where the presence of the unit member is required as determined by the Superintendent. Such leave shall not be unreasonably withheld.

G. Employees eligible for and approved for FMLA leave for the serious health condition of a family member may use, for the approved period of such FMLA leave, up to sixty (60) days to be deducted from the employee's accrued sick leave.

ARTICLE 18 – TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. Each teacher may have three (3) days with pay per year, non-cumulative, for the purpose of transacting or attending to personal, business or household matters which require the absence of the teacher during school hours and which cannot be otherwise scheduled. Personal days are not intended to be used as vacation days.

2. Written notice of intention to take such leave shall be filed with the principal at least one (1) week in advance whenever possible.

3. In the event of personal days taken on days immediately before and/or after vacation periods and long weekends, and professional development days application requesting said personal day(s) shall be filed with the Superintendent and must state the reason(s) for the leave in order that it might be determined whether the leave falls within the definition of A-1. Approval of these requests shall not be unreasonably withheld, nor shall the Superintendent act in an arbitrary, capricious, inconsistent or discriminatory manner in acting on such requests. Should a dispute arise concerning the granting of personal leave on days immediately before and/or after vacation periods and long weekends, the teacher may take such leave but shall not be compensated for such leave unless and until the matter is resolved in favor of the teacher.

4. Unused personal days shall be added to one's sick leave accumulation.

B. Professional Leave

At the discretion of the Superintendent, each teacher may take leave with pay for the purpose of visiting other schools, attending meetings or conferences, or other activities which will be beneficial to the teacher and/or the school system.

C. Legal Leave

1. Each teacher shall be entitled to the time necessary for appearance at court as a witness or for a hearing concerning legal affairs called by a governmental agency.

2. In the event a teacher must serve as a juror, the teacher will be paid the difference between his regular rate of pay and the amount of jury duty pay. All other benefits will be continued as if he/she were actively employed by the Committee.

D. Death in the Family Leave

1. In the event of the death of a teacher's parent (or a person who has served in loco parentis), spouse, or child, the teacher shall be entitled to leave with pay for all workdays falling within seven (7) consecutive days beginning with the time of death.

2. In the event of the death of a teacher's sibling, parent-in-law, or other

members of the teacher's immediate household, the teacher shall be entitled to leave with pay for all workdays falling within four (4) consecutive days beginning with the time of death.

3. In the event of the death of a teacher's or spouse's grandparent, the teacher will be entitled to leave with pay on the day of the funeral, if it is a workday and if the teacher attends the funeral, and up to 2 days additional with pay for traveling time as necessary.

4. In the event of the death of a teacher's aunt, uncle, niece, nephew or first cousin, the teacher shall be entitled to leave with pay for the day of the funeral if it is a workday and if the teacher attends the funeral and may request up to 2 days additional leave with pay from the Superintendent for travel.

5. In the event of a death of those listed above or others, the Superintendent may, if he believes that there are special circumstances which warrant it, grant leave or additional leave.

E. Military Leave

Each teacher may have a maximum of 17 days per school year if called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.

F. Miscellaneous

1. Leaves in addition to or other than the above may be granted by the Superintendent for causes he deems reasonable.

2. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled, and the teacher will not be required to arrange for his own substitute.

3. Temporary Leaves Without Pay - The Committee may grant leaves without pay. Any such leave must be approved in advance by the Superintendent. For each day of such leave, 1/184th of the teacher's annual salary shall be deducted.

ARTICLE 19 – PARENTAL LEAVE

A. Upon receipt from a teacher of at least two weeks' written notice of their anticipated date of departure and intention to return, Parental Leave shall be granted to all bargaining unit members in compliance with the Massachusetts Parental Leave Act (MPLA) (M.G.L. c. 149, s. 105D) or the federal Family Medical Leave Act (as applicable)

B. Employees taking leave under the MPLA (8 weeks leave) or FMLA (12 weeks leave) will be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA

1. Up to two (2) work weeks of paid Parental Leave, on consecutive workdays, not from sick time.
2. Up to an additional ten (10) paid work weeks may be taken on consecutive workdays immediately following the two (2) weeks noted above, to be deducted from accumulated sick leave under Article 17, Sick Leave, of this Agreement, to the extent they have sick days available, otherwise the remaining days will be unpaid.
3. The Leave must begin within three (3) months of the date of birth or adoption of their child.
4. The salary is prorated for less than full-time employees.
5. The employee must be employed for a minimum of three (3) months to be eligible for this benefit.

C. Said leave may be extended by mutual agreement of the teacher and the Superintendent in order that said teacher may return at an appropriate time in consideration of the students' program(s), such as at the beginning of a semester, beginning of a marking period, or after a vacation period, or in situations of continuing legitimate medical disability as certified in writing by her medical professional.

D. If there are two (2) unit members that are to become parents to the same child, both parents may use these provisions for parental leave.

ARTICLE 20 – EXTENDED LEAVES OF ABSENCE

A. The Committee agrees that up to two (2) teachers and one nurse designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state and national) activities. Upon return from such leave, a tenure teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. A non tenure teacher will return at the step next above that from which he left.

B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Action Corps as a teacher or serves as an exchange teacher, or VISTA (Volunteers in Service to America), and is a full-time participant in any of these programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States to fulfill a military obligation. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his compulsory absence as a result of such induction or enlistment.

D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family when the presence of such teacher is required upon certification of a physician. Additional leave may be granted at the discretion of the Committee.

E. After three (3) years' continuous employment in the Danvers School System, a teacher will be granted a leave of absence, without pay or increment, for up to two (2) years for health reasons. Requests for such leave will be supported by appropriate medical evidence.

F. Child Rearing Leave - A teacher with professional teacher status will be granted a leave of absence for child-rearing purposes as follows:

1. The leave shall be without pay or increment.
2. The leave must begin at the time of birth or adoption of a child.
3. The leave will end at the beginning of the next school year or the year following. Application for such leave will state the date upon which the teacher will return.
4. No teacher will be eligible for more than one such leave for any child.

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

H. All benefits to which a teacher is entitled at the time of his leave of absence commenced, including unused accumulative sick leave, will be restored to him upon his return and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

I. All requests for extensions or renewals of leaves will be applied for and responded to in writing.

J. If a teacher is in the last year of an extended leave, then:

a. If, by January 1st, the Superintendent has asked the teacher if he intends to return the following September by registered letter sent to the last known address of the teacher with a copy to the Association President, then

b. By February 1st, the teacher shall notify the Superintendent of his intention to return the following September. Failure by the teacher so informed to so notify the Superintendent shall constitute a resignation.

K. Notwithstanding other leave provisions set forth in this Article, a teacher who has been employed for twelve (12) consecutive months shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of child or if a serious health condition affects the employee or the employee's spouse, child or parent in accordance with the Federal Family and Medical Leave Act. Consistent with the Family and Medical Leave Act, during said twelve (12) week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the Town and the employee paying their respective regular costs of the health insurance. Leave taken under this Section cannot be added to other leave provisions set forth in this Article.

ARTICLE 21 – SABBATICAL LEAVES

Upon recommendation by the Superintendent, sabbatical leaves may be granted by the Committee to members of the teaching staff according to the following provisions:

A. The applicant will have completed at least seven (7) consecutive full school years of service in the Danvers School System prior to going on sabbatical leave.

B. Application for sabbatical leave must be made in writing to the Superintendent no later than October 15th of the year preceding the year for which leave is requested. The application must contain recommendations of the teacher's supervisors and shall be accompanied by a detailed statement of plans for spending the leave in a manner clearly calculated to contribute to the professional advantage of the candidate and the best interests of the Danvers School System. Notification of action on such applications shall be given in writing to each applicant by April 1st of the year preceding the year for which leave is requested.

C. Upon return from such leave a detailed written report of activities during leave shall be transmitted to the Superintendent.

D. A teacher on sabbatical leave will be paid at his rate of full pay for a semester's leave or half pay for a full school year's leave provided that such pay when added to any program grant will not exceed the teacher's regular salary rate. Normal increments and other benefits will also be guaranteed.

E. The teacher agrees to return to employment in the Danvers School System for one full year in the event of a semester's leave or two full school years in the event of a full school year's leave. Failure to fulfill this agreement shall result in the return to Danvers of all moneys paid during the sabbatical leave in accordance with provisions of Chapter 71, Section 41A of the General Laws of Massachusetts.

F. Effective September 1, 2001, teachers with three (3) or more consecutive full school years of service in the Danvers School System (but less than the seven (7) years set forth in Section A) and who have professional teacher status shall be eligible for sabbatical leaves according to the terms set forth in this Article with the following modifications:

1. That such teacher agrees to return to employment in the Danvers School System for two full school years in the event of a semester's leave or three full school years in the event of a full school year's leave. Failure to fulfill this agreement shall result in the return to Danvers of all moneys paid during the sabbatical leave in accordance with provisions of Chapter 71, Section 41A of the General Laws of Massachusetts.

2. In the event one or more teachers with more than seven (7) years of consecutive full school years of service in the Danvers School System are also applicants for a Sabbatical Leave, such teachers shall have preference for Sabbatical Leaves over those who are applicants under this Section G.

3. The parties agree to review action taken under this language annually.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Association recognizes that in our rapidly changing society, teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to the quality of services in the classroom. The Committee recognizes that it shares with its professional staff the responsibility for achieving the optimum in teacher performance and attitudes, by agreeing as follows:

A. The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, conventions, in-service courses, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent based on the recommendations of the principal or immediate supervisors.

B. 1. All mandatory workshops, seminars, and in-service courses shall be recognized for credit beyond the bachelor's and master's degrees.

   2. The Superintendent, with agreement of the Committee, may at his discretion recognize for credit beyond bachelor's and master's degree voluntary workshops, seminars, and in-service courses not to exceed 40 percent of the teachers' overall degree program.

C. All NDEA and NSF courses shall be recognized for credit beyond bachelor's and master's degrees, if prior approval of the Superintendent has been received.

D. All courses previously approved in the Danvers School System will be honored.

E. Courses approved by the Superintendent, taken independently, at any time, on a graduate or undergraduate level at an accredited institution of higher education will be honored for increment beyond the master's degree.

F. If a proposed course/pd opportunity is denied, the superintendent shall provide rationale, in writing.

G. Student or practice teachers shall be assigned only with the consent of the cooperating teacher.

H. In those cases where vouchers are awarded to the Danvers School System as distinct from those awarded to a specific individual, the Superintendent shall distribute the vouchers to the cooperating teacher. In the event the cooperating teacher does not wish to use the voucher, the Superintendent in consultation with and with the concurrence of the President of the Association shall then distribute them as equitably as possible to other members of the staff, assuming that this agrees with the policy of the college or university.

I. In the event there is a conflict between the meeting time of a course or program approved by the Superintendent and an afternoon school meeting scheduled pursuant to Article 5, Section B, the teacher will be free to leave the meeting in sufficient time in order to attend said approved course or program.

J. When new technology, equipment or programs are introduced, proper training and sufficient materials will be provided. The school system shall provide proper training and sufficient materials for new programs.

K. The following concepts will be incorporated into Danvers Professional Development for unit members:

1. The Professional Development budget will be increased by$5,000 for school year 2008-2009.

2. Each department will have the ability to meet with the Assistant Superintendent to discuss Professional Development needs and suggestions.

3. Establish a Professional Development Committee with both DTA and Administration members to address the following:

   a. In-service – Danvers University – what's offered.
   b. Programs for small groups
   c. Tuition reimbursement
   d. Assistance in pursuing a Masters degree
   e. On-site graduate courses
   f. Professional Development issues as necessary

L. The Professional Development schedule will change provided the following conditions are met:

1. There is no increase in instructional time

2. There is no increase in meetings

3. Agreement can be reached concerning schedules for all three levels.

4. Adjustments to teachers' schedules can be agreed upon.

5. Elementary teachers will retain their 200 free minutes every week.

6. Teachers are allowed to leave on Monday as they can on Friday.

7. During grading periods, an hour of professional development time shall be used by teachers for grading, as stated in the contract.

8. Although assignments may be presented ahead of time, work outside of the PD time frame is not mandatory, unless mutually agreed upon.

9. Should all or part of this proposal need to be phased in, the parties agree to discuss the logistics necessary to make it work.

10. For this schedule, 5 minutes will be added to the non-release student day at all three levels. Should the schedule need to be changed, the parties agree to discuss and work out the implications. Should the proposal be dropped, the entire schedule shall revert back to the negotiated schedule as presented in the 2007/2008 school year.

11. Change the payment for teaching in-service courses to:
$1500 per credit the first time the course is taught, $1200 per credit each time thereafter.

12. A group membership to MSNO (Mass. School Nurse Organization) will be provided.

M. If a course is offered online, it must at a minimum meet the following criteria:

1. The online course has a specific start and end date with a minimum of 15 hours of work for one (1) graduate credit (30 hours for two (2) graduate credits and 45 hours for three (3) graduate credits).
2. The online course is offered directly by colleges and universities that are accredited by accrediting institutions approved by the United States Department of Education.
3. The online course offers graduate credit either through the institution or a partnering institution.
4. Graduate credits earned must be eligible for full transfer into a graduate degree bearing program at the institution and must be listed as graduate level on credit on the official transcript.
5. Courses that do not meet the above required criteria may still qualify for PDPs in the discretion of the Superintendent or designee.

ARTICLE 23 - SAFE AND HEALTHY WORKING ENVIRONMENT

A. Teachers will immediately report all cases of assault, threats and abuse suffered by them in the course of and arising out of their employment to the Superintendent in writing. The Superintendent shall furnish the Association President with a copy of such report, redacted to withhold student personally identifiable information and any confidential personnel information with respect to non-unit members.

B. The Superintendent will comply with any reasonable request from the unit member or the Association for information in its possession relating to the incident of the person(s) involved.

C. The Administration shall have available a form, developed in collaboration with the Association President (or designee), for unit members to report such incidents.

D. The District shall provide training to staff as to procedures for reporting such incidents.

E. The Committee will provide appropriate protective clothing to all unit members whose responsibilities involve the use of substances or procedures which might damage personal clothing as determined by the Superintendent and the teachers involved.

F. No unit member will suffer any loss of school-related financial compensation, including salary increments, or sick leave accumulation during any period of absence from work due to any injury suffered while in the performance of Danvers school-related duties, provided that said injury is the result of negligence on the part of the school system, assault, or other factor(s) beyond the unit member's control. Said period will not exceed two (2) calendar years from the date of said injury. Additional time may be granted at the discretion of the Committee. It is understood that, while there shall be no loss of sick leave accumulation during said period, there shall be no additional accumulation of sick leave during said period of absence.

ARTICLE 24 – SAFE AND HEALTHY LEARNING ENVIRONMENT

The parties agree to establish and maintain a Health and Safety Committee consisting of three (3) members designated by the Committee and three (3) members designated by the Association for purposes of monitoring health and safety issues in the school buildings and to make recommendation with respect thereto to the town.

District Safety and Security Committee

Committee and Association Representatives will convene a safety and security committee three times per year. The committee will review security procedures, development of security systems and other matters regarding the safety and security of staff, students, and the public in and on school property. The committee may meet more often as needed.

The Safety and Security Committee shall develop, approve, and publicize an electronic procedure for reporting concerns regarding health and safety and security. Such reports shall be forwarded to the appropriate employer-designated individual to address the concern.

No employee, student, or parent/guardian of a minor shall suffer any adverse effect for the good faith reporting of any health and safety concerns and security.

The Employer shall ensure that in addition to the required postings by OSHA or the Department of Labor Standards there shall be information provided at least once per semester on both the internal reporting system referenced above and the rights of employees to report health and safety security concerns to the DLS.

ARTICLE 25– INSURANCE AND ANNUITY PLANS

A. The Committee will continue to provide the same life insurance coverage for teachers as they received in 1983-84.

B. Teachers will be covered by the same Blue Cross/Blue Shield health insurance plan as other town employees, and the Committee agrees to deduct from his paycheck the individual's share of the cost of such Blue Cross/Blue Shield program as individually authorized by the teacher. While teachers are covered by the Town's dental program (Dental Services of Massachusetts, Inc.), for those teachers who have opted for such program, the Committee agrees to deduct from their paycheck the teacher's share of the cost of such program as individually authorized by the teachers.

C. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87-370.

D. There will be a match of up to $250.00 made by the employer into a 403 B account in school year 2013-14. The third party administrator will be jointly decided on by both the DTA and administration, and will be set up and ready to be implemented by school year 2013-14. This provision will sunset June 30th, 2014 unless the parties agree to an extension.

E. Professional Liability Insurance shall be provided and paid by the Committee to Nurses $100,000 -$300,000. Evidence of such shall be given to each Nurse including the name of the insuring company and the policy number.

ARTICLE 26–ASSOCIATION RIGHTS

A. The Association has the right to use school buildings without cost at reasonable times for its meetings so long as any Association meeting does not conflict with scheduled school programs. The principal of the building in question will be notified in advance of the time and place of such meetings. The Association has first priority of any such use provided that no conflict exists for the use of a school facility between the Association and any other group at the time the Association notifies the principal. After 4:00 p.m. the standard building-use rental forms will be utilized for any Association use of buildings.

B. There will be one (1) bulletin board in the faculty lounge of each school for displaying Association information. A copy of each posting will be given to the building principal, but his approval of such posting is not required.

C. 1. No more than six (6) delegates of the Association shall be granted by the Superintendent one (1) day of paid leave each year to attend the Annual MTA Convention unless said convention comes at the time of the administration of quarterly or summary exams.

2. Time necessary for Association representatives to attend Massachusetts School Nurses Association and/or Massachusetts Nurses Association conferences and conventions subject to the approval of the Superintendent. The number of representatives shall be subject to approval of the Superintendent based on relevance of conference and execution of job responsibilities.

D. The Association will be provided with a copy of the official agenda of all public Committee meetings prior to the meeting and a copy of the minutes of public Committee meetings as soon as possible after such meetings. The Committee, through the Superintendent's office, will, upon request, provide access for an Association representative to any other public information in its possession.

E. Upon reasonable notice to one's principal, the president, vice-president, executive secretary, treasurer, and chairman of the PR and R Committee of the Association will be allowed to leave their stations upon dismissal of the students whenever necessary to perform duties as officers of the Association.

F. The Danvers Teachers Association President will be a 20% release time position. The DTA will contribute 1/2 of the cost of 1/5 of the Presidents' base salary.

The President shall not be required to perform morning bus duty, morning monitoring of early arrivals, afternoon bus duty, supervision of detention, study hall assignments or cafeteria related duties. The President shall be allowed to conduct Association business as may be necessary upon reasonable notification to her/his principal and/or director.

The DTA President and the Danvers Superintendent will continue to meet at a mutually agreed time.

When the DTA President changes, both parties will discuss the logistics necessary to make the 20% release time work. In addition, the 'outgoing' DTA President will return to their full-time teaching position, with no loss of seniority.

G. Unit members who have attained National Board Certification will be paid One-Thousand dollars ($1000.00) each year the certification is in place.

H. The parties agree to adhere to the terms outlined in MGL. C. 150E as amended by St. 2019 c. 73 (amending Sections 5 and 5A of MGL c. 150E) including the following Association rights:

To meet with individual employees on the Committee's premises during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues;

To conduct worksite meetings during lunch and other non-work breaks and before and after the workday on the Committee's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of an exclusive representative and internal union matters involving the governance or business of the employee organization; and

To meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.

The Committee shall notify the Association no later than 10 calendar days after the date a prospective employee accepts an offer of employment and provide in spreadsheet file format or other format agreed to by the Association: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer.

The Association shall have the right to use the email system of the Committee to communicate with bargaining unit members regarding official union-related matters including, but not limited to, elections, election results, meetings and social activities; provided, however, that the use does not create an unreasonable burden on network capability or system administration.

The Association shall have the right to use the Committee's buildings to conduct meetings with unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues and internal union matters involving the governance or business of the union; provided, however, that the use does not interfere with the Committee's operations. Meetings conducted in government buildings pursuant to this section shall not be for a purpose prohibited by sections 13 and 14 of chapter 55. An exclusive representative conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

Should St. 2019 c. 73 be repealed or amended or otherwise nullified, the provisions above that set forth any such provision so repealed, amended or nullified shall no longer have any force or effect, and the parties agree to reopen Article 4 for the sole purpose of renegotiating this Article of the Contract.

ARTICLE 27 – DUES DEDUCTION

A. The Committee agrees to deduct dues for the Danvers Teachers Association - Massachusetts Teachers Association - National Education Association from the regular paychecks of those teachers who have voluntarily authorized the Committee to make said deductions.

1. The Committee further agrees to transmit such deducted monies promptly to the Association.

2. Any such authorization may be withdrawn by such teacher by giving at least 60 days written notice to the Committee via the Superintendent.

B. No later than June 15 of each year, the Association agrees to furnish the Committee, by filing with the Superintendent, written notices of the current annual dues for individual membership in the Danvers Teachers Association, Massachusetts Teachers Association, and National Education Association.

C. No later than October 15 of each year, the Association will provide the Committee with an updated list of those employees who have voluntarily authorized the Committee to deduct such dues as stipulated in Section A above. The Association will notify the Committee monthly of any changes in said list.

D. 1.Dues deductions will be made in twenty (20) equal monthly installments from November 1 to August 31.

2. Effective July 1, 1988, dues deductions will be made in twenty (20) equal monthly installments from September 1st to June 30th.

E. In the event of a teacher resigning, the total dues balance will be deducted from his last paycheck.

ARTICLE 28– TEXTBOOKS

A. The Committee will provide textbooks and other materials, including two (2) textbooks and two (2) teacher manuals for each teacher, said books to remain the property of the School Department.

B. Suggestions for textbooks will be solicited from teachers in the areas of their assignments by their supervisors including principals and department heads.

ARTICLE 29– EDUCATOR RIGHTS

A. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in its activities.

B. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

C. A teacher's plan book(s) will remain the property of the teacher.

D. Academic Freedom:

The parties to this agreement affirm their belief that scholarly pursuits are promoted by principles of the appropriate exercise of academic freedom (in consideration of student ages, grade levels and development stages, and best practices) and minimization of undue restraints on academic inquiry, pedagogy, curriculum, and student assessment. A Teacher's appropriate exercise of discretion shall be respected within established guidelines (including but not limited to performance evaluation standards, school district policies, district-determined curricula and assessments and state standards) and with consideration for student ages, grade levels and developmental stages and best practices in determining the substance, organization and presentation of lessons and courses. The parties further recognize the respective responsibilities of the administration and teachers in the formulation and classroom implementation of the School District's educational policies. Prior to implementing new curricula, the School District, through the Superintendent or the Superintendent's designee, shall solicit the input of the DTA through a representative designated by the DTA for such purpose.

E. Educator Voice:

Recognizing the vital role educators play in the development, growth, and success of the DPS learning community, the Danvers School Committee shall make a reasonable and good faith efforts to afford the DTA effective channels of input on (1) School Committee development, evaluation and oversight of school district policies, (2) development and approval of the annual school budget, and (3) personnel decisions over which the School Committee has appointment authority. Such reasonable and good faith efforts shall consist, in addition to the meeting as set forth in Article 31(E), of the following:

- Due consideration of DTA requests for placement on the agenda for an upcoming school committee meeting, with the decision as to the number of speakers, agenda item number, and length of presentation to remain in the discretion of the School Committee Chair.
- Due consideration of DTA requests made in advance of school committee meeting dates to speak on agenda items at such upcoming school committee meetings, with the decision as to the number of speakers, agenda item number, and length of presentation to remain in the discretion of the School Committee Chair.
- Due consideration of any position statements submitted in writing by the DTA on matters under consideration for action by the School Committee within its authority.
- Meetings to occur at least once per month during the school year between the DTA President (or designee) and the Superintendent of Schools, to discuss operational, budgetary and/or policy matters.

ARTICLE 30– REDUCTION IN FORCE

A. Any reduction in force will be consistent with the General Laws, Rules and Regulations of the Department of Education, and this Agreement.

B. Reduction in force will first be achieved by natural attrition - resignation of any teacher, retirement of any teacher, death of any teacher and nonrenewal of a teacher without professional teacher status.

C. The Superintendent may make, at her/his discretion, any transfer(s) from subject area silo to subject area silo which he deems reasonable for the benefit of the school system. The Superintendent is not required, under this Section, to make any transfer(s). If the Superintendent desires to transfer a teacher from one subject area silo to another subject area silo, it will not be for the purpose of placing that teacher into a lesser seniority status. Any transfer(s) made by the Superintendent at his sole discretion shall not be unreasonable. Any affected teacher will be given prompt notice of any transfer made under this Section, with a copy to the Association President.

In the event any teacher with a “general certification” or “exempt certification” is involuntarily transferred under this language and where such involuntary transfer is made because of her/his general or exempt certification, such teacher will have the right of first refusal for a vacant position for which they are certified in the subject area silo from which he/she was involuntarily transferred. If more than one such teacher has been so involuntarily transferred from the same silo, the determination of the teacher initially having the right of first refusal shall be based on seniority, provided that in the Superintendent’s judgment the interests of sound education are served; the Superintendent’s judgment shall not be unreasonable. Any other teacher involuntarily transferred solely on the basis of certification under this Section will be returned to their original (or comparable) position, if vacant and/or available, if they so desires, as soon as practicable, provided that in the Superintendent’s judgment the interests of sound education are served; the Superintendent’s judgment shall not be unreasonable.

D.

1. Prior to implementing the reduction in force the superintendent shall meet and discuss the district’s intention with Association representatives. The Superintendent or his/her designee shall then meet with the affected teacher(s) and an Association representative chosen by the affected teacher(s) to discuss how the decision was made.

2. Layoffs shall be conducted within the discipline based on a teacher’s job performance as reflected by the teacher’s past summative overall evaluation ratings as compared to other teachers’ past summative overall performance ratings in the discipline targeted to be reduced with Proficient and Exemplary considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If the summative overall rating is the same, the Committee may examine the ratings for the evaluation standards and determine whether the results on the individual standards warrant the retention of one teacher as opposed to another (s) and such selection serves the best interests of students. If there is a tie using the

above criteria, the tie shall be broken by seniority, with the least senior teacher in the disciplined targeted laid off first.

3. Teacher(s) may be laid off due to declining enrollment, budgetary reasons, or reorganization in accordance with M.G.L. c71 s42.

E. For the purpose of this Agreement, the subject area silos and classifications shall be as follows:

1. Elementary, K-6	1-	Elementary (K-6)
2. English	2-	Secondary English
3. Social Studies	3a-	Secondary History
	3b-	Secondary Geography
	3c-	Secondary Social Studies
4. Mathematics	4-	Secondary Mathematics
5. Science	5a-	Secondary Chemistry
	5b-	Secondary Physics
	5c-	Secondary Biology
	5d-	Secondary General Science
	5e-	Secondary Earth Science
6. World Language	6a-	Secondary French
	6b-	Secondary German
	6c-	Secondary Spanish
	6d-	Secondary Latin
7. Health & Physical Education	7a-	Health and Phys. Ed. (K-12)
	7b-	Health (Secondary)
8. Business	8-	Business
9. Home Economics	9-	Home Economics
10. Industrial Arts	10-	Industrial Arts
11. Reading	11-	Reading (K-12)
12. Art	12-	Art (K-12)
13. Music	13-	Music (K-12)
14. Driver Education	14-	Driver Education
15. Special Needs	15a-	Speech & Hearing Handicapped
	15b-	Mild Special Needs
	15c-	Moderate Special Needs
	15d-	Severe Special Needs
16. School Counselor	16-	School Counselor (K-12)
17. Media Services	17a-	School Librarian Teacher
	17b-	Audio-Visual Media Specialist
18. Social Work	18	Social Worker
19. Nurse	19.	Nurse

For the purposes of this Article, Middle School teachers will remain in the silo and classification they were in as of November 1, 1987; i.e., grade six teachers will remain in the elementary silo and teachers of grades seven and eight will remain in the subject area silos and classifications.

NOTE: A teacher with a split assignment (i.e. - two subject area silos) shall be placed on

the seniority list of the subject area silo of their majority assignment.

F. Bumping Rights

1. A teacher who is scheduled to be laid off from a position in the secondary schools may bump a less senior teacher in her/his subject area silo if the bumping teacher is certified in the classification in the subject area silo into which they request to bump.

2. Any teacher involuntarily transferred to another subject area silo, who is scheduled to be laid off or is laid off from the new subject area silo, will have bumping rights based on her/his seniority to a position in the subject area silo from which they were involuntarily transferred and in which they are certified.

G. Seniority

1. Seniority is defined as the length of continuous service as a full-time teacher in Danvers measured from the first day for which compensation was received and shall include time spent on leaves (paid and/or unpaid) authorized by statute, appropriate policy, and/or collective bargaining agreement(s) at the time the leave(s) was (were) taken. A teacher who applied for unpaid child-rearing leave subsequent to September 1, 1980 (Article 18, Section F) and upon the effective date of this Agreement a teacher who thereafter applies for any other approved unpaid leave under Article 18 (Extended Leaves of Absence) shall not while on such leave(s) accrue seniority; this provision does not apply to any mandated federal or state law leave wherein the teacher is entitled by law to accrue seniority while on such leave.

   a. A part-time teacher will receive pro-rated seniority for the purpose of placement on the seniority list.

2. In the event that it is necessary to break a tie in seniority, educational advancement on the salary schedule shall be determinative. If a tie still exists, the teacher with an earlier appointment date shall have seniority; in case of identical appointment dates, the Committee shall determine the order of layoff.

H. Notifications

1. Teacher(s) with professional teacher status will be laid off only at the end of a school year and will be given notice of such layoff by April 15th of that year. In the event that a layoff is a result of bumping, the notification of layoff shall not be later than May 15th of said year.

2. Based upon information available to him at the time, the Superintendent shall inform teachers via posted notice, with a copy to the Association President, of anticipated reductions by subject area silos for the following year. Such notices shall be posted each work year on January 15th and June 1st. The June 1st notice shall inform teachers of anticipated reductions by subject area silos for the school year beginning in September of the following calendar year.

3. The Superintendent shall post seniority lists by subject area silos, including classifications, with a copy to the Association

President as follows:

a. On a workday nearest to June 1st reflecting teacher seniority as of the immediately previous May 15th; and

b. On the workday nearest to February 1 reflecting teacher seniority as of the immediately previous October 1st.

I. Recall

1. Teachers with professional teacher status who have been laid off will have recall rights as described below commencing with the last day of employment and ending with the first full school day in September three years later.

2. If a vacancy occurs in a particular subject area silo and the Committee decides to fill that vacancy, then the most senior teacher eligible will be recalled to fill that position. As used herein, "eligible" shall mean:

   a. The teacher was laid off from the subject area silo, or

   b. The teacher has bumping rights pursuant to Section F of this Article.

   The Superintendent may make, at his discretion, any transfer(s) from subject area silo to subject area silo which he deems reasonable for the benefit of the school system in order to recall senior teacher(s) on layoff.

3. Any teacher recalled will be notified of recall via registered or certified mail at their last address of record, with a copy sent at the same time to the Association President. A teacher shall have 15 days from the date of receipt of such notice to notify the Superintendent of their acceptance or rejection and to be available to start. A teacher who rejects recall or fails to respond on time shall forfeit all further rights to recall.

4. A teacher who is recalled shall have the same benefits they had at the time of layoff with respect to tenure, unused sick leave and placement on the salary schedule but shall receive or acquire no benefits of any kind during the period of layoff except any benefits that they had by statute.

J. Either party may reopen this Agreement relative to the litigated issue of whether administrator(s) in the school system are entitled to fall-back rights upon receipt of a court decision concerning the School Committee's appeal of the arbitrator decision dated September 21, 1981 of Arbitrator Richard G. Higgins. The insertion of this paragraph and its use of language may not be used by either party to apply to the substance of that litigated issue. Neither party herein waives or intends to waive its rights or positions by insertion of this clause.

ARTICLE 31– CHAPTER 766

Effective September 1, 1978, the parties agree to implement the following:

A. The Committee agrees that the implementation of Chapter 766 shall be consistent with the rules and regulations of the State Department of Education.

B. The parties agree that there shall be formed a 766 Committee composed of three persons appointed by the School Committee and three persons appointed by the Association. This Committee will, on a continuing basis, study the impact of 766 on classroom teachers and will make any recommendations it sees fit to the Association and/or the Superintendent and/or the School Committee.

ARTICLE 32– GENERAL

A. Subject to the provisions of this Agreement, including the appendices attached hereto, the wages, hours and other conditions of employment applicable on the effective date of this Agreement to the employees covered by the Agreement shall continue during the period of Agreement.

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

C. The Committee agrees to negotiate with the Association before subcontracting to any outside individual(s) or group for work traditionally performed by members of the bargaining unit.

A teacher shall not be suspended or terminated (which shall not include the non-renewal of contract for teacher without professional teacher status.) without just cause. Any teacher receiving a reprimand under the provision of Section D of Article 13 shall only be reprimanded for just cause. Keeping in mind that discipline should be appropriate for the particular delinquency of professional performance, and that this shall be applied in a fair and equitable manner across the school system, the following just cause fairness standards for reprimands shall apply:

1. Typically, a reprimand is preceded by appropriate counseling and/or verbal warnings by the reprimanding principal or administrator.

2. A reprimand of a teacher by her/his principal is deemed to be the end of discipline for the particular incident; that is, the teacher shall receive no additional discipline for the event leading to the reprimand.

3. Stronger discipline may be applied to a teacher if there is a recurrence of a similar incident involving the same teacher.

D. Upon request by the Association, the Committee agrees to meet with representatives of

the Association at least four times each year for the purpose of discussing matters of common concern. The purpose of such meetings is not to engage in collective bargaining.

E. The Committee, consistent with past practice and policy, intends to keep its part-time positions at a minimum. The Committee agrees that prior to implementing any changes from its past practice and policy concerning part-time positions, it will notify and consult (not negotiate) with the Association.

F. The Committee shall vote to accept the provisions of G.L.c. 180, section 171. An employee may authorize the Committee to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify in writing. The Committee shall certify on the payroll the amount to be deducted by the Treasurer of the Town of Danvers. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty days.

G. Committee and Association representatives will convene a Study committee to review Teachers' constitutionally protected rights of free speech and association as defined by the First Amendment to the United States Constitution and the Massachusetts Declaration of Rights, and as interpreted by the United States Supreme Court and relevant Massachusetts courts. These rights will be reviewed in relation to technology and social media and teachers' compliance with the provision of the Danvers Public Schools Social Networking Policy and possible discipline for inappropriate use of technology with students or others, or behavior online which is unprofessional.

H. Special Education Committee:

The parties agree to establish a Joint Labor Management Committee (JLMC) with an equal number of members selected by each party. The JLMC will meet regularly and will collect and review system wide data relating to:

- Special Educator and SISP caseloads including but not limited to numbers of students assigned and/or served, the requirements of IEPs within educator caseloads/assignments, and the number of service delivery hours
- Frequency of loss of educator and SISP preparation time and frequency of loss of duty-free lunch time.
- Schedules of Pre-K teachers and Pre-K therapists who serve on assessment teams with respect to conducting special education testing and writing education plans
- Integrated Pre-K and Early Learning Center class sizes
- Granting to all special education teachers (including pre-K) 3 paid work days throughout the year, whenever possible, to complete progress reports and IEPs, these (3) days to correspond with the times of the year when progress reports are sent home.

The JLMC will:

- Identify areas of concern and propose solutions to caseload issues, as needed, including a menu of options to solve the concerns identified;
- Team Chair positions/stipends
- Monitor the equitable distribution of students/services and service delivery hours no less than three times a year, at least once in the fall, winter and spring;
- Share data, issues identified and possible solutions, as needed
- Review and make recommendations related to issues that may arise from the data collective and analysis listed above.

I. JLMC recommendations will be the subject of bargaining upon the request of either party.

ARTICLE 33 – TEACHER-LEADER POSITIONS

A. Teacher Leaders may be approved by the Superintendent or her designee on an annual basis. In considering applicants, the administration will review in the area, certification(s) on file, job evaluation results which may qualify the teacher for additional recognition or responsibilities, and quality of past performance. In the event the administration determines these elements are equal, length of services may be considered, but need not be the deciding factor.

It is agreed to “grandfather” the one teacher, who does not meet all the criteria outlined in the job description for the second year of this rotation.

B. The position of Teacher – Leader will be added to the Co-curricular component of the contract with the same stipend as the Association

C. The exploratory/elective teacher leaders are level based.

D. Both parties agree to review the teacher leader program as it continues to grow. The intention for the review will be to ensure all levels of teachers (Pre-K-5; 6-8 and 9-12) have representation.

ARTICLE 34 – DURATION

A. This Agreement will be in full force and effect commencing July 1, 2024 and shall terminate on June 30, 2028.

B. Either party desiring to present initial proposals for a successor Agreement shall do so in writing to the other party by 4:00 p.m. on October 15, 2027 (or the first workday thereafter in the event there is no school).

C. Negotiations for a successor Agreement shall commence no later than November 1, 2027.

D. Either the Committee or the Association may request a meeting with the other to discuss whether or not they mutually are willing to negotiate over a new idea or ideas. If so, the parties shall engage in negotiations over the matter in a good faith effort to reach agreement. There shall be no adverse effect on either party for failure to come to an agreement on the idea(s) that prompted such negotiations.

The signatures below of the representatives of the Association and the members of the Committee indicate that the parties have duly ratified this Agreement, and the Appendices attached hereto, said Agreement with Appendices to be in effect from July 1, 2024, to June 30, 2028.

Signed on this 16th Day of August 2024

DANVERS TEACHERS ASSOCIATION

DANVERS SCHOOL COMMITTEE

APPENDIX A – RATIO AND SALARY SCHEDULES

RATIO - The Appendix A ratio set forth below provides the basis for determining each of the salary schedules contained in Appendix A. The value of each step on the salary schedule is determined by multiplying the ratio indicated by the base figure referenced in the paragraph heading of each salary schedule.

	B	B+15	M	M+15	M+30	M+45	M+60
STEP	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio	Ratio
1	1.00	1.04	1.08	1.12	1.16	1.20	1.24
2	1.06	1.10	1.14	1.18	1.22	1.26	1.30
3	1.12	1.16	1.20	1.24	1.28	1.32	1.36
4	1.18	1.22	1.26	1.30	1.34	1.38	1.42
5	1.24	1.28	1.32	1.36	1.40	1.44	1.48
6	1.30	1.34	1.38	1.42	1.46	1.50	1.54
7	1.36	1.40	1.44	1.48	1.52	1.56	1.60
8	1.42	1.46	1.50	1.54	1.58	1.62	1.66
9	1.48	1.52	1.56	1.60	1.64	1.68	1.72
10	1.54	1.58	1.62	1.66	1.70	1.74	1.78
11	1.60	1.64	1.68	1.72	1.76	1.80	1.84
12	1.66	1.70	1.74	1.78	1.82	1.86	1.90
13			1.80	1.84	1.88	1.92	1.96
14					1.94	1.98	2.02
15							2.08

APPENDIX A-1a

Effective the first day of FY 25 the base figure shall be $53,482 The value of each step on the schedule is determined by multiplying the ratio indicated by $53,482

Step 1 has been eliminated (all columns), and the Bachelor's minimum shall be Step 2 ($56,691).

24-25 SY

Step	B	B+15	M	M+15	M+30	M+45	M+60	$1134 APP C1	$1134 APP C2	$870 APP C3	$1136 APP C4
1	$53,482	$55,621	$57,761	$59,900	$62,038	$64,178	$66,317	$67,451	$68,585	$69,455	$70,591
2	$56,691	$58,830	$60,969	$63,108	$65,247	$67,387	$69,526	$70,660	$71,794	$72,664	$73,800
3	$59,900	$62,038	$64,178	$66,317	$68,456	$70,596	$72,735	$73,869	$75,003	$75,873	$77,009
4	$63,108	$65,247	$67,387	$69,526	$71,665	$73,805	$75,944	$77,078	$78,212	$79,082	$80,218
5	$66,317	$68,456	$70,596	$72,735	$74,874	$77,014	$79,153	$80,287	$81,421	$82,291	$83,427
6	$69,526	$71,665	$73,805	$75,944	$78,083	$80,223	$82,362	$83,496	$84,630	$85,500	$86,636
7	$72,735	$74,874	$77,014	$79,153	$81,292	$83,431	$85,571	$86,705	$87,838	$88,708	$89,844
8	$75,944	$78,083	$80,223	$82,362	$84,501	$86,640	$88,780	$89,914	$91,047	$91,917	$93,053
9	$79,153	$81,292	$83,431	$85,571	$87,710	$89,849	$91,989	$93,123	$94,256	$95,126	$96,262
10	$82,362	$84,501	$86,640	$88,780	$90,919	$93,058	$95,198	$96,331	$97,465	$98,335	$99,471
11	$85,571	$87,710	$89,849	$91,989	$94,128	$96,267	$98,407	$99,540	$100,674	$101,544	$102,680
12	$88,780	$90,919	$93,058	$95,198	$97,337	$99,476	$101,615	$102,749	$103,883	$104,753	$105,889
13	$0	$0	$96,267	$98,407	$100,545	$102,684	$104,824	$105,958	$107,092	$107,962	$109,098
14	$0	$0	$0	$0	$103,754	$105,893	$108,033	$109,167	$110,301	$111,171	$112,307
15	$0	$0	$0	$0	$0	$0	$111,242	$112,376	$113,510	$114,380	$115,516

APPENDIX A-1b

Effective on the ninety-third day of the teacher year in FY 25, the base figure shall be $54,016. The value of each step on the schedule is determined by multiplying the ratio indicated by $54,016.

Step 1 has been eliminated (all columns), and the Bachelor's minimum shall be Step 2 ($57,257).

24-25 SY											
Step	**Bachelors**	**Bach +15**	**Masters**	**Masters +15**	**Masters +30**	**Masters +45**	**Masters +60**	**APP C1 $1,145**	**APP C2 $1,145**	**APP C3 $879**	**APP C4 $1,147**
1	$54,016	$56,177	$58,338	$60,498	$62,659	$64,820	$66,981	$68,126	$69,271	$70,150	$71,297
2	$57,257	$59,418	$61,579	$63,740	$65,900	$68,061	$70,222	$71,367	$72,512	$73,391	$74,538
3	$60,498	$62,659	$64,820	$66,981	$69,141	$71,302	$73,463	$74,608	$75,753	$76,632	$77,779
4	$63,740	$65,900	$68,061	$70,222	$72,382	$74,543	$76,704	$77,849	$78,994	$79,873	$81,020
5	$66,981	$69,141	$71,302	$73,463	$75,623	$77,784	$79,945	$81,090	$82,235	$83,114	$84,261
6	$70,222	$72,382	$74,543	$76,704	$78,864	$81,025	$83,186	$84,331	$85,476	$86,355	$87,502
7	$73,463	$75,623	$77,784	$79,945	$82,105	$84,265	$86,427	$87,572	$88,717	$89,596	$90,743
8	$76,704	$78,864	$81,025	$83,186	$85,346	$87,506	$89,668	$90,813	$91,958	$92,837	$93,984
9	$79,945	$82,105	$84,265	$86,427	$88,587	$90,747	$92,909	$94,054	$95,199	$96,078	$97,225
10	$83,186	$85,346	$87,506	$89,668	$91,828	$93,988	$96,150	$97,295	$98,440	$99,319	$100,466
11	$86,427	$88,587	$90,747	$92,909	$95,069	$97,229	$99,391	$100,536	$101,681	$102,560	$103,707
12	$89,668	$91,828	$93,988	$96,150	$98,310	$100,470	$102,632	$103,777	$104,922	$105,801	$106,948
13	$0	$0	$97,229	$99,391	$101,551	$103,711	$105,873	$107,018	$108,163	$109,042	$110,189
14	$0	$0	$0	$0	$104,792	$106,952	$109,114	$110,259	$111,404	$112,283	$113,430
15	$0	$0	$0	$0	$0	$0	$112,355	$113,500	$114,645	$115,524	$116,671

FY26 3.25% First Day

APPENDIX A-1c

Effective the first day of FY 26 the base figure shall be $55,772 The value of each step on the schedule is determined by multiplying the ratio indicated by $55,772

Step 1 has been eliminated (all columns), and the Bachelor's minimum shall be Step 2 ($59,118).

25-26 SY

Step	B	B+15	M	M+15	M+30	M+45	M+60	$1182 APP C1	$1182 APP C2	$908 APP C3	$1184 APP C4
1	$55,772	$58,003	$60,234	$62,465	$64,695	$66,927	$69,157	$70,340	$71,522	$72,430	$73,614
2	$59,118	$61,349	$63,580	$65,811	$68,042	$70,273	$72,504	$73,686	$74,868	$75,776	$76,960
3	$62,465	$64,695	$66,927	$69,157	$71,388	$73,620	$75,850	$77,032	$78,215	$79,123	$80,307
4	$65,811	$68,042	$70,273	$72,504	$74,734	$76,966	$79,196	$80,379	$81,561	$82,469	$83,653
5	$69,157	$71,388	$73,620	$75,850	$78,081	$80,312	$82,543	$83,725	$84,907	$85,815	$86,999
6	$72,504	$74,734	$76,966	$79,196	$81,427	$83,659	$85,889	$87,071	$88,254	$89,162	$90,346
7	$75,850	$78,081	$80,312	$82,543	$84,773	$87,004	$89,235	$90,418	$91,600	$92,508	$93,692
8	$79,196	$81,427	$83,659	$85,889	$88,120	$90,350	$92,582	$93,764	$94,947	$95,855	$97,039
9	$82,543	$84,773	$87,004	$89,235	$91,466	$93,697	$95,928	$97,110	$98,293	$99,201	$100,385
10	$85,889	$88,120	$90,350	$92,582	$94,812	$97,043	$99,274	$100,457	$101,639	$102,547	$103,731
11	$89,235	$91,466	$93,697	$95,928	$98,159	$100,389	$102,621	$103,803	$104,986	$105,894	$107,078
12	$92,582	$94,812	$97,043	$99,274	$101,505	$103,736	$105,967	$107,150	$108,332	$109,240	$110,424
13	$0	$0	$100,389	$102,621	$104,851	$107,082	$109,313	$110,496	$111,678	$112,586	$113,770
14	$0	$0	$0	$0	$108,198	$110,428	$112,660	$113,842	$115,025	$115,933	$117,117
15	$0	$0	$0	$0	$0	$0	$116,006	$117,189	$118,371	$119,279	$120,463

FY 27 3.5% Day 1

APPENDIX A-1d

Effective the first day of FY 27 the base figure shall be $57,724. The value of each step on the schedule is determined by multiplying the ratio indicated by $57,724.

Step 1 has been eliminated (all columns), and the Bachelor's minimum shall be Step 2 ($61,187).

26-27 SY

Step	B	B+15	M	M+15	M+30	M+45	M+60	$1224 APP C1	$1224 APP C2	$940 APP C3	$1226 APP C4
1	$57,724	$60,033	$62,342	$64,651	$66,960	$69,269	$71,578	$72,802	$74,025	$74,965	$76,191
2	$61,187	$63,496	$65,806	$68,114	$70,423	$72,733	$75,041	$76,265	$77,489	$78,429	$79,655
3	$64,651	$66,960	$69,269	$71,578	$73,886	$76,196	$78,505	$79,729	$80,952	$81,892	$83,118
4	$68,114	$70,423	$72,733	$75,041	$77,350	$79,660	$81,968	$83,192	$84,416	$85,356	$86,582
5	$71,578	$73,886	$76,196	$78,505	$80,813	$83,123	$85,432	$86,655	$87,879	$88,819	$90,045
6	$75,041	$77,350	$79,660	$81,968	$84,277	$86,587	$88,895	$90,119	$91,343	$92,283	$93,509
7	$78,505	$80,813	$83,123	$85,432	$87,740	$90,049	$92,359	$93,582	$94,806	$95,746	$96,972
8	$81,968	$84,277	$86,587	$88,895	$91,204	$93,512	$95,822	$97,046	$98,270	$99,210	$100,436
9	$85,432	$87,740	$90,049	$92,359	$94,667	$96,976	$99,286	$100,509	$101,733	$102,673	$103,899
10	$88,895	$91,204	$93,512	$95,822	$98,131	$100,439	$102,749	$103,973	$105,197	$106,137	$107,363
11	$92,359	$94,667	$96,976	$99,286	$101,594	$103,903	$106,213	$107,436	$108,660	$109,600	$110,826
12	$95,822	$98,131	$100,439	$102,749	$105,058	$107,366	$109,676	$110,900	$112,123	$113,063	$114,289
13	$0	$0	$103,903	$106,213	$108,521	$110,830	$113,139	$114,363	$115,587	$116,527	$117,753
14	$0	$0	$0	$0	$111,985	$114,293	$116,603	$117,827	$119,050	$119,990	$121,216
15	$0	$0	$0	$0	$0	$0	$120,066	$121,290	$122,514	$123,454	$124,680

FY 28 3.25% Day 1

APPENDIX A-1e

Effective the first day of FY28, the base figure shall be $59,600. The value of each step on the schedule is determined by multiplying the ratio indicated by $59,600.

Step 1 has been eliminated (all columns), and the Bachelor's minimum shall be step 2 ($63,176).

27-28 SY

Step	B	B+15	M	M+15	M+30	M+45	M+60	$1264 APP C1	$1234 APP C2	$971 APP C3	$1266 APP C4
1	$59,600	$61,984	$64,368	$66,752	$69,136	$71,521	$73,904	$75,168	$76,431	$77,402	$78,668
2	$63,176	$65,560	$67,945	$70,328	$72,712	$75,097	$77,480	$78,744	$80,007	$80,978	$82,244
3	$66,752	$69,136	$71,521	$73,904	$76,288	$78,673	$81,056	$82,320	$83,583	$84,554	$85,820
4	$70,328	$72,712	$75,097	$77,480	$79,864	$82,249	$84,632	$85,896	$87,159	$88,130	$89,396
5	$73,904	$76,288	$78,673	$81,056	$83,440	$85,825	$88,208	$89,472	$90,735	$91,706	$92,972
6	$77,480	$79,864	$82,249	$84,632	$87,016	$89,401	$91,784	$93,048	$94,311	$95,282	$96,548
7	$81,056	$83,440	$85,825	$88,208	$90,592	$92,976	$95,360	$96,624	$97,887	$98,858	$100,124
8	$84,632	$87,016	$89,401	$91,784	$94,168	$96,552	$98,936	$100,200	$101,463	$102,434	$103,700
9	$88,208	$90,592	$92,976	$95,360	$97,744	$100,128	$102,512	$103,776	$105,039	$106,010	$107,276
10	$91,784	$94,168	$96,552	$98,936	$101,320	$103,704	$106,088	$107,352	$108,615	$109,586	$110,852
11	$95,360	$97,744	$100,128	$102,512	$104,896	$107,280	$109,664	$110,928	$112,191	$113,162	$114,428
12	$98,936	$101,320	$103,704	$106,088	$108,472	$110,856	$113,240	$114,504	$115,768	$116,739	$118,005
13	$0	$0	$107,280	$109,664	$112,048	$114,432	$116,816	$118,080	$119,344	$120,315	$121,581
14	$0	$0	$0	$0	$115,624	$118,008	$120,393	$121,656	$122,920	$123,891	$125,157
15	$0	$0	$0	$0	$0	$0	$123,969	$125,232	$126,496	$127,467	$128,733

2. a. Effective September 1, 1990 employees will be placed on the CAGS/M+45 Column if:

i. They have a CAGS or equivalent degree, such as Ed.S (Education Specialist) from an accredited institution or earned Doctorate, or

ii. They have completed 15 hours of course-work approved by the Superintendent beyond the M+30, 3 of which are to be completed after September 1, 1989. (NOTE: Effective September 1, 1989 courses completed by teachers and where tuition has been paid for or reimbursed by the Committee will not count toward movement on the salary schedule.)

b. Effective September 1, 1991 employees will be placed on the DR/M+60 column if:

i. They have an earned Doctorate, or

ii. They have completed 15 hours of course-work approved by the Superintendent beyond the M+45, 6 of which are to be completed after September 1, 1989. (NOTE: Effective September 1, 1989 courses completed by teachers and where tuition has been paid for or reimbursed by the Committee will not count toward movement on the salary schedule.)

3. Assistants to the Principals shall be paid an annual stipend of $6,616 for 2024-2025 $6,831 for 2025-2026, $7,070 for 2026-2027 and $7,300 for 2027-2028, which shall then be added to the salary value for the step and degree held by the individual concerned.

4. School counselors, school psychologists, and teachers assigned to the alternative school shall be paid an annual stipend of $6,616 for 2024-2025, $6,831 for 2025-2026, $7,070 for 2026-2027, and $7,300 for 2027-2028 The above positions receive such stipend compensation because, inherent in such positions, the employees work an additional week before school opens, an additional week after school closes, and additional time beyond the regular teacher workday during the school year. Only School counselors, school psychologists, and teachers assigned to the alternative school shall receive such compensation.

5. All bargaining unit members, except those noted immediately above, shall be paid their annual base salary solely according to the salary schedule (Appendix A). In an emergency situation, an administrator may request a unit member (e.g. - teacher, social worker) to come to work on a day outside the contractually defined teacher work year. A unit member able to so serve shall be paid at her/his per diem rate.

6. The payment for tutoring students shall be $30.00 per hour.

7. High school teachers who teach AP classes after school shall be paid a stipend by semester:

	FY24	FY25	FY26	FY27	FY28
Semester 1	$ 1,034.94	$ 1,065.99	$ 1,100.63	$ 1,139.15	$ 1,176.18
Semester 2	$ 665.32	$ 685.28	$ 707.55	$ 732.32	$ 756.12
Full Year	$ 1,672.10	$ 1,722.26	$ 1,778.24	$ 1,840.47	$ 1,900.29

8. Nurses who have successfully completed the National Certified School Nurse program shall be placed on the Master's column of the salary schedule (NCSN=MS/Med).

9. A clothing allowance of two hundred and twenty five ($225.00) will be paid during the month of November along with the Nurses purchasing Lab Coats that must be worn at appropriate agreeable times.

10. RN Coverage - School nurses receive a stipend payment (see Appendix A-13) when called to cover more than one school. At Danvers High School and Holten Richmond Middle School, when one nurse is called to cover another school or when one nurse is left to cover either school with no sub, stipend shall be paid to each nurse.

11.

	FY24	FY 25 - 3%	FY 26 - 3.25%	FY 27 - 3.5%	FY 28 - 3.25%
Nurse Coverage	$53.32	$54.92	$56.70	$58.69	$60.60
Additional Class	$73.92	$76.14	$78.61	$81.36	$84.01
Spot Subbing	$49.64	$51.13	$52.79	$54.64	$56.41
Core Eval Meeting	$49.64	$51.13	$52.79	$54.64	$56.41
Science teacher exceeds 30 periods in 6 days	$58.08	$59.82	$61.77	$63.93	$66.01
HS/MS class exceeds max by 1-3 students	$58.08	$59.82	$61.77	$63.93	$66.01
Professional Development	$44.86	$46.21	$47.71	$49.38	$50.98
Assignment outside of school day/year such as EYS	$44.86	$44.86	$46.32	$47.94	$49.50

12. Longevity

Effective **July 1, 2013** longevity shall be as follows:

After 15 years of service in Danvers	$250.00
After 20 through 25 years of service in Danvers	$1050.00
After 25 through 30 years of service in Danvers	$1550.00
After 30+ years of service in Danvers	$2950.00

Effective **July 1, 2027** longevity shall be as follows:

After 10 years of service in Danvers	**$400.00**
After 15 years of service in Danvers	**$750.00**
After 20 through 25 years of service in Danvers	**$1450.00**
After 25 through 30 years of service in Danvers	**$1850.00**
After 30+ years of service in Danvers	**$3150.00**

APPENDIX B – CO-CURRICULAR ACTIVITIES

A. Year Long Positions

1. Not later than the second Friday in April, the following list of activities will be posted in all schools. Applications will be received in writing for a two (2) week period. Positions to be filled will be filled and teachers notified not later than June 1st. Such co-curricular positions are limited to qualified applicants from Unit A. In the event there is no qualified applicant from Unit A, the School Committee is not so limited in the filling of the position(s). The Unit A employee applicant's request for appointment shall not be unreasonably denied.

2. It is agreed that the Committee may create positions and/or eliminate listed positions for any school year and that the School Committee may fill or not fill any of the positions or any listed positions in any school year, whether or not a position was posted, the employee interviewed and/or the position was filled in a prior school year. In the event the Committee creates such a new position of a comparable nature, the Committee agrees to negotiate with the Association the stipend for such position. During such negotiations the Committee may appoint qualified applicant(s) from Unit A to the position. In the event there is no qualified applicant from Unit A, the School Committee is not so limited to Unit A in the filling of the position. The Unit A employee applicant's request for appointment shall not be unreasonably denied.

3. Subject to Paragraphs 1 and 2 above, the positions and the respective stipends shall be the following: for FY25 3.0%

	FY24 - Stipend Amount	**FY25 - 3%**
CO-CURRICULAR POSITIONS		
GREAT OAK Student Council Advisor (0.5)	$559	$576
GREAT OAK Student Council Advisor (0.5)	$559	$576
GREAT OAK Flex-time Chorus Teacher	$725	$747

GREAT OAK Flex-time Band Teacher	$725	$747
HIGHLANDS Student Council Advisor	$1,118	$1,152
HIGHLANDS Flex-time Band Teacher	$725	$747
HIGHLANDS Flex-time Chorus Teacher	$725	$747
RIVERSIDE Student Council Advisor	$1,118	$1,152
RIVERSIDE Flex-time Band Teacher	$725	$747
RIVERSIDE Flex-time Chorus Teacher	$725	$747
SMITH Student Council Advisor	$1,118	$1,152
SMITH Flex-time Chorus Teacher	$725	$747
SMITH Flex-time Chorus Teacher	$725	$747
THORPE Student Council Advisor (0.5)	$559	$576

THORPE Student Council Advisor (0.5)	$559	$576
THORPE Flex-time Band Teacher	$725	$747
THORPE Flex-time Chorus Teacher	$725	$747
Elementary Student Council Advisor/Flextime		
	$12,839	$13,224
Elementary Subtotal		
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557
M.S. PLC FACILITATOR	$541	$557

M.S. PLC FACILITATOR	$541	$557
M.S. TEAM LEADER - Bowditch	$2,789	$2,873
M.S. TEAM LEADER - Endicott	$2,789	$2,873
M.S. TEAM LEADER - Peabody	$2,789	$2,873
M.S. TEAM LEADER	$2,789	$2,873
(0.5) M.S. TEAM LEADER - Page	$1,395	$1,437
(0.5) M.S. TEAM LEADER - Page	$1,395	$1,437
M.S. TEAM LEADER - Rebecca Nurse	$2,789	$2,873
M.S. TEAM LEADER - Richmond	$2,789	$2,873
M.S. TEAM LEADER - Read	$2,789	$2,873
M.S. TEAM LEADER - Holten	$2,789	$2,873
M.S. TEAM LEADER - Patriot	$2,789	$2,873
M.S. TEAM LEADER - Naumkeag	$2,789	$2,873
M.S. CLASS ADVISOR	$2,234	$2,301
M.S. CLASS ADVISOR	$2,234	$2,301
M.S. CLASS ADVISOR	$2,234	$2,301

M.S. ART CLUB	$2,201	$2,267
M.S. LITERARY MAGAZINE ADVISOR	$2,234	$2,301
M.S. HAWKS NEWS DIRECTOR	$2,311	$2,380
M.S. SKI CLUB DIRECTOR	$2,234	$2,301
M.S. STONE ENVIRONMENTAL COORDINATOR	$4,779	$4,922
M.S. WASHINGTON TRIP COORDINATOR	$1,624	$1,673
M.S. JR. NATIONAL HONOR SOCIETY ADVISOR	$2,235	$2,302
M.S. YEARBOOK ADVISOR	$1,191	$1,227
M.S. YEARBOOK ADVISOR	$1,191	$1,227
M.S. MUSICAL DIRECTOR	$2,234	$2,301
M.S. MUSICAL MUSIC DIRECTOR	$2,234	$2,301
M.S. MUSICAL SET DIRECTOR (TECH)	$2,234	$2,301

M.S. MUSICAL CHOREOGRAPHER	$2,234	$2,301
M.S. MUSICAL PRODUCER	$760	$783
M.S. DRAMA DIRECTOR	$2,526	$2,602
M.S. JR. NATIONAL HONOR SOCIETY ADVISOR	$1,117	$1,151
M.S. JR. NATIONAL HONOR SOCIETY ADVISOR	$1,117	$1,151
M.S. MATH TEAM ADVISOR	$2,380	$2,451
M.S. STORE ADVISOR	$2,231	$2,298
M.S. ENGINEERING CLUB ADVISOR	$2,307	$2,376
M.S. BUILDERS CLUB (Comm. Svc.) ADVISOR	$1,116	$1,149
M.S. BUILDERS CLUB (Comm. Svc.) ADVISOR	$1,116	$1,149
	$87,486	**$90,111**
M.S. Subtotal		

H.S. AV/MEDIA COORDINATOR	$5,766	$5,939
H.S. VISUAL MEDIA COORDINATOR	$5,766	$5,939
H.S. DETENTION SUPERVISOR	$5,513	$5,678
H.S. SADD ADVISOR	$4,759	$4,902
H.S. STUDENT COUNCIL ADVISOR	$2,855	$2,941
H.S. TEACHERS FOR TOMORROW ADVISOR	$2,703	$2,784
H.S. FRESHMAN TEAM LEADER - Kestrel	$2,789	$2,873
H.S. FRESHMAN TEAM LEADER - Merlin	$2,789	$2,873
H.S. FRESHMAN TEAM LEADER -	$2,789	$2,873
Peregrine		
H.S. SOPHOMORE TEAM LEADER	$2,789	$2,873
H.S. SOPHOMORE TEAM LEADER	$2,789	$2,873

H.S. SOPHOMORE TEAM LEADER	$2,789	$2,873
H.S. CLASS ADVISOR FRESHMAN	$2,380	$2,451
H.S. CLASS ADVISOR SOPHOMORE	$2,739	$2,821
H.S. CLASS ADVISOR JUNIOR	$3,215	$3,311
H.S. CLASS ADVISOR SENIOR	$4,029	$4,150
H.S. NATIONAL HONOR SOCIETY ADVISOR	$2,855	$2,941
H.S. WORLD LANG HONOR SOCIETY ADVISOR	$2,789	$2,873
H.S. NATIONAL ENGLISH HONOR SOCIETY ADVISOR	$528	$544
H.S. TRI M MUSIC HONOR SOCIETY ADVISOR	$528	$544
H.S. NATIONAL ART HONOR SOCIETY ADVISOR	$528	$544
H.S. NATIONAL ART HONOR SOCIETY		

ADVISOR	$0	$0
H.S. LITERARY MAGAZINE ADVISOR	$2,380	$2,451
H.S. NEWSPAPER ADVISOR	$2,855	$2,941
H.S. YEARBOOK ADVISOR	$3,806	$3,920
H.S. YEARBOOK ADVISOR BUSINESS MGR	$2,380	$2,451
(0.5) H.S. BEST BUDDIES ADVISOR	$1,002	$1,032
(0.5) H.S. BEST BUDDIES ADVISOR	$1,002	$1,032
H.S. AMNESTY INTERNATIONAL ADVISOR	$2,234	$2,301
H.S. JAZZ ENSEMBLE DIRECTOR	$2,380	$2,451
H.S. MARCHING BAND DIRECTOR	$6,662	$6,862
H.S. DRILL DESIGN DIRECTOR	$3,015	$3,105
H.S. COLOR GUARD DIRECTOR	$1,509	$1,554
H.S. PERCUSSION ENSEMBLE DIRECTOR	$1,509	$1,554

H.S. MATH TEAM ADVISOR	$2,380	$2,451
H.S. SCIENCE TEAM ADVISOR	$2,380	$2,451
H.S. MUSICAL DIRECTOR	$2,994	$3,084
H.S. MUSICAL MUSIC DIRECTOR	$2,234	$2,301
H.S. MUSICAL TECHNICAL DIRECTOR	$2,818	$2,903
H.S. DRAMA DIRECTOR	$2,818	$2,903
H.S. DRAMA TECHNICAL DIRECTOR	$2,234	$2,301
H.S. DRAMA FEST DIRECTOR	$2,234	$2,301
H.S. DRAMA FEST TECHNICAL DIRECTOR	$1,160	$1,195
(0.5) H.S. COMMUNITY SERVICE ADVISOR	$6,971	$7,180
H.S. FRESHMAN TRANSITION ADVISOR	$1,118	$1,152
H.S. MODEL UN ADVISOR	$2,035	$2,096
H.S. A CAPPELLA DIRECTOR	$2,005	$2,065
H.S. SKI CLUB ADVISOR	$2,005	$2,065
H.S. DECA ADVISOR	$3,731	$3,843

H.S. FINANCIAL LITERACY ADVISOR	$2,005	$2,065
(0.5) H.S. SUFA ADVISOR	$610	$628
(0.5) H.S. SUFA ADVISOR	$610	$628
H.S MOCK TRIAL TEAM ADVISOR	$2,365	$2,436
H.S. DANCE TEAM ADVISOR	$2,212	$2,278
H.S. QUIZ BOWL ADVISOR	$3,048	$3,139
H.S. BOOK CLUB ADVISOR	$3,048	$3,139
H.S. ADVISORY DIRECTOR	$1,009	$1,039
H.S. ADVISORY DIRECTOR	$1,009	$1,039
H.S. ADVISORY DIRECTOR	$1,009	$1,039
H.S. ADVISORY DIRECTOR	$1,009	$1,039
(0.5) H.S. SENIOR INTERNSHIP ADVISOR	$1,689	$1,740
(0.5) H.S. SENIOR INTERNSHIP ADVISOR	$1,689	$1,740
H.S. WOMEN OF THE WORLD ADVISOR	$552	$569

H.S. ART CLUB ADVISOR	$552	$569
	$155,960	**$160,639**
MENTOR COORDINATOR	$1,762	$1,815
MENTOR COORDINATOR	$1,762	$1,815
MENTOR COORDINATOR	$1,762	$1,815
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
MENTORS	$619	$638
Mentor for veteran teacher	$336	$346
Mentor for veteran teacher	$336	$346
Mentor for veteran teacher	$336	$346
Mentor for veteran teacher	$336	$346
(0.5) ART TEACHER LEADER	$2,585	$2,663
(0.5) MUSIC TEACHER LEADER	$2,585	$2,663

(0.5) PHYSICAL EDUCATION TEACHER LEADER	$2,585	$2,663
MS ENGLISH LANG ARTS TEACHER LEADER	$5,171	$5,326
MS SCIENCE TEACHER LEADER	$4,384	$4,516
MS SCIENCE TEACHER LEADER	$787	$811
MS SOCIAL STUDIES TEACHER LEADER	$3,204	$3,300
MS SOCIAL STUDIES TEACHER LEADER	$1,967	$2,026
MS MATH TEACHER LEADER	$5,171	$5,326
MS WORLD LANGUAGE TEACHER LEADER	$5,171	$5,326
MS EXPLORATORIES TEACHER LEADER	$5,171	$5,326
HS SCIENCE TEACHER LEADER	$5,171	$5,326
HS SOCIAL STUDIES TEACHER LEADER	$5,171	$5,326
HS WORLD LANGUAGE TEACHER LEADER	$5,171	$5,326

HS MATH TEACHER LEADER	$5,171	$5,326
HS ELA TEACHER LEADER	$5,171	$5,326
HS APPLIED ARTS TEACHER LEADER	$5,171	$5,326
HS SPECIAL ED TEACHER LEADER HS Lead School Counselor	$5,171 $_____	$5,326 $_____
Mentor Program, Teacher Leaders, subtotal	**$89,644**	**$92,333**
NURSE ASSOCIATE	$2,068	$2,130
NURSE ASSOCIATE	$3,102	$3,195
	$5,171	**$5,326**
Grand Total	**$351,100**	**$361,633**

4. Immediately following the ratification of this agreement, the parties shall form a joint committee, composed of four (4) representatives designated by the Association, and four (4) representatives designated by the Committee, to meet at least three (3) times to study Appendix B co-curricular positions. The committee shall consider:

- Whether the current stipend amounts are equitable relative to one another, considering such factors as the relative time commitments and student enrollment and interest associated with each position.
- Potential reorganization, consolidation, addition or deletion of co-curricular positions
- Equitable reallocation of stipend amounts among the existing co-curricular positions.

The committee shall submit recommendations, if any, to the parties for bargaining no later than January 15th, 2025 with respect to any amendments to Appendix B at which time the parties agree to reopen the CBA to exclusively negotiate over the recommendations of the JLMC and implement any changes to Appendix B for FY26, FY27, and FY28.

B. Seasonal Positions

1. Seasonal positions to be filled at the elementary, middle and senior high schools will be posted for the appropriate season for a two (2) week period in all schools. Applications will be received in writing during such two (2) week period. Such seasonal positions are limited to qualified applicants from Unit A. In the event there is no qualified applicant from Unit A, the Committee is not so limited in the filling of the position(s). A Unit A applicant's request for appointment shall not be unreasonably denied.

2. It is agreed that the Committee may create positions and/or eliminate listed positions for any season in any school year and that the Committee may fill or not fill any of the positions or any listed positions for any season in any school year, whether or not a position was posted, the employee interviewed and/or the position was filled in a prior school year.

3. Subject to Paragraphs 1 and 2 above, the stipends (with the Step determined by length of service in any particular position) shall be:

	FY24	FY 25 - 3%	FY 26 - 3.25%	FY 27 - 3.5%	FY 28 - 3.25%
Step 1	$1,509	$1,554.27	$1,604.78	$1,660.95	$1,714.93
Step 2	$1,554	$1,600.62	$1,652.64	$1,710.48	$1,766.07
Step 3	$1,802	$1,856.06	$1,916.38	$1,983.46	$2,047.92

C. Team Leader provisions:

1. If there is an insufficient number of applicants for a Team Leader position, the administration and/or Committee will not assign a member of the bargaining unit to the position. Such agreement does not create a binding precedent as to whether the School Committee may assign unit personnel. Each party reserves its position on such matters.

2. If two or more members of a team wish to share the position of Team Leader, they may submit their request in writing to the School Principal. The Superintendent shall determine whether to fill a position and/or whether to fill it on a shared basis as requested. In such an event, the stipend will be shared equally by those sharing the position.

3. If a Team Leader decides he/she no longer can carry out the responsibilities of the position, he/she may resign as Team Leader with two week's advance written notice to the Principal, in which event the person resigning as Team Leader will receive a pro rata share of the stipend, with the balance available for the person(s) filing the position for the remainder of the school year.

D. The parties agree to include negotiations regarding coaches in the negotiations for a successor Agreement. Said negotiations shall begin no later than November 1, 2008 and shall exclude the following head coaches: Football, Basketball, Hockey, Baseball and Track

80117 INTERSCHOLASTIC COACHES	FY24	FY 25 - 3%	FY26 - 3.25%	FY27 - 3.5%	FY28 - 3.25%
PROGRAM					
BASEBALL FRESHMEN	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
BASEBALL JUNIOR VARSITY	$ 2,854	$ 2,940	$ 3,035	$ 3,141	$ 3,243
BASEBALL VARSITY	$ 6,155	$ 6,340	$ 6,546	$ 6,775	$ 6,995
		$ -	$ -	$ -	$ -
BASKETBALL FRESHMAN GIRLS	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
BASKETBALL JUNIOR VARSITY GIRLS		$ -	$ -	$ -	$ -
	$ 3,195	$ 3,291	$ 3,398	$ 3,517	$ 3,631
BASKETBALL VARSITY GIRLS HEAD		$ -	$ -	$ -	$ -
	$ 6,372	$ 6,563	$ 6,776	$ 7,014	$ 7,242
BASKETBALL FRESHMAN BOYS	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
BASKETBALL JUNIOR VARSITY BOYS		$ -	$ -	$ -	$ -
	$ 3,195	$ 3,291	$ 3,398	$ 3,517	$ 3,631
BASKETBALL VARSITY BOYS HEAD	$ 6,372	$ 6,563	$ 6,776	$ 7,014	$ 7,242
CHEER ADVISOR - BASKETBALL	$ 1,853	$ 1,909	$ 1,971	$ 2,040	$ 2,106

CHEERLEADER ADVISOR- FALL	$ 2,341	$ 2,411	$ 2,490	$ 2,577	$ 2,660
CHEERLEADER ADVISOR- ICE HOCKEY		$ -	$ -	$ -	$ -
	$ 1,797	$ 1,851	$ 1,911	$ 1,978	$ 2,042
CHEERLEADER - JV	$ 1,403	$ 1,445	$ 1,492	$ 1,544	$ 1,594
CROSS COUNTRY	$ 4,164	$ 4,289	$ 4,428	$ 4,583	$ 4,732
FIELD HOCKEY FRESHMAN	$ 2,234	$ 2,301	$ 2,376	$ 2,459	$ 2,539
FIELD HOCKEY JUNIOR VARSITY	$ 2,564	$ 2,641	$ 2,727	$ 2,822	$ 2,914
FIELD HOCKEY HEAD	$ 5,656	$ 5,826	$ 6,015	$ 6,226	$ 6,428
FOOTBALL HEAD	$ 11,174	$ 11,509	$ 11,883	$ 12,299	$ 12,699
FOOTBALL ASSISTANT	$ 5,036	$ 5,187	$ 5,356	$ 5,543	$ 5,723
FOOTBALL ASSISTANT	$ 4,722	$ 4,864	$ 5,022	$ 5,197	$ 5,366
FOOTBALL ASSISTANT	$ 4,091	$ 4,214	$ 4,351	$ 4,503	$ 4,649
ASSOCIATE HEAD	$ 2,714	$ 2,795	$ 2,886	$ 2,987	$ 3,084
FOOTBALL JUNIOR VARSITY	$ 4,091	$ 4,214	$ 4,351	$ 4,503	$ 4,649
FOOTBALL FRESHMAN HEAD	$ 2,922	$ 3,010	$ 3,107	$ 3,216	$ 3,321
FOOTBALL FRESHMAN ASSISTANT	$ 2,578	$ 2,655	$ 2,742	$ 2,838	$ 2,930
GOLF COED	$ 4,535	$ 4,671	$ 4,823	$ 4,992	$ 5,154
GOLF SUB VARSITY	$ 1,460	$ 1,504	$ 1,553	$ 1,607	$ 1,659
GYMNASTICS	$ 4,196	$ 4,322	$ 4,462	$ 4,619	$ 4,769

ICE HOCKEY HEAD	$ 6,686	$ 6,887	$ 7,110	$ 7,359	$ 7,598
ICE HOCKEY ASSISTANT	$ 3,195	$ 3,291	$ 3,398	$ 3,517	$ 3,631
ICE HOCKEY SUB VARSITY	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
LACROSSE - BOYS'-HEAD	$ 4,722	$ 4,864	$ 5,022	$ 5,197	$ 5,366
FRESHMAN BOYS' LACROSSE	$ 2,406	$ 2,478	$ 2,559	$ 2,648	$ 2,734
LACROSSE - BOYS' JV	$ 2,854	$ 2,940	$ 3,035	$ 3,141	$ 3,243
LACROSSE - GIRLS'- HEAD	$ 4,722	$ 4,864	$ 5,022	$ 5,197	$ 5,366
FRESHMAN GIRLS' LACROSSE	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
LACROSSE - GIRLS' JV	$ 2,854	$ 2,940	$ 3,035	$ 3,141	$ 3,243
SOCCER FRESHMAN, BOYS	$ 2,234	$ 2,301	$ 2,376	$ 2,459	$ 2,539
SOCCER FRESHMAN, GIRLS	$ 2,234	$ 2,301	$ 2,376	$ 2,459	$ 2,539
SOCCER JUNIOR VARSITY BOYS	$ 2,564	$ 2,641	$ 2,727	$ 2,822	$ 2,914
SOCCER JUNIOR VARSITY GIRLS	$ 2,564	$ 2,641	$ 2,727	$ 2,822	$ 2,914
SOCCER VARSITY BOYS	$ 5,656	$ 5,826	$ 6,015	$ 6,226	$ 6,428
SOCCER VARSITY GIRLS	$ 5,656	$ 5,826	$ 6,015	$ 6,226	$ 6,428
SOFTBALL FRESHMEN	$ 2,407	$ 2,479	$ 2,560	$ 2,649	$ 2,735
SOFTBALL JUNIOR VARSITY	$ 2,854	$ 2,940	$ 3,035	$ 3,141	$ 3,243
SOFTBALL VARSITY HEAD	$ 6,155	$ 6,340	$ 6,546	$ 6,775	$ 6,995
SWIMMING COED	$ 4,966	$ 5,115	$ 5,281	$ 5,466	$ 5,644

SWIMMING SUB VARSITY	$ 2,191	$ 2,257	$ 2,330	$ 2,412	$ 2,490
TENNIS BOYS	$ 3,665	$ 3,775	$ 3,898	$ 4,034	$ 4,165
TENNIS GIRLS	$ 3,665	$ 3,775	$ 3,898	$ 4,034	$ 4,165
TRACK BOYS WINTER	$ 4,826	$ 4,971	$ 5,132	$ 5,312	$ 5,485
TRACK GIRLS WINTER	$ 4,826	$ 4,971	$ 5,132	$ 5,312	$ 5,485
TRACK BOYS WINTER -SUB		$ -	$ -	$ -	$ -
VARSITY	$ 2,047	$ 2,108	$ 2,177	$ 2,253	$ 2,326
TRACK GIRLS WINTER -SUB		$ -	$ -	$ -	$ -
VARSITY	$ 2,047	$ 2,108	$ 2,177	$ 2,253	$ 2,326
TRACK SPRING MIDDLE SCHOOL	$ 2,061	$ 2,123	$ 2,192	$ 2,269	$ 2,342
TRACK SPRING HEAD GIRLS	$ 5,168	$ 5,323	$ 5,496	$ 5,688	$ 5,873
TRACK SPRING HEAD BOYS	$ 5,168	$ 5,323	$ 5,496	$ 5,688	$ 5,873
TRACK SPRING ASSISTANT	$ 1,550	$ 1,597	$ 1,648	$ 1,706	$ 1,762
WRESTLING VARSITY	$ 6,322	$ 6,512	$ 6,723	$ 6,959	$ 7,185
WRESTLING SUB VARSITY	$ 3,171	$ 3,266	$ 3,372	$ 3,490	$ 3,604
MS FIELD HOCKEY COACH	$ 1,948	$ 2,006	$ 2,072	$ 2,144	$ 2,214
MS CROSS COUNTRY COACH	$ 1,948	$ 2,006	$ 2,072	$ 2,144	$ 2,214
MS ASSISTANT TRACK COACH		$ -	$ -	$ -	$ -
EQUIPMENT MANAGER	$ 5,503	$ 5,668	$ 5,852	$ 6,057	$ 6,254
WELLNESS CENTER SUPERVISOR	$ 5,379	$ 5,540	$ 5,720	$ 5,921	$ 6,113

HS VOLLEYBALL	$ 5,301	$ 5,460	$ 5,637	$ 5,835	$ 6,024
HS VOLLEYBALL - SUB VARSITY	$ 2,334	$ 2,404	$ 2,482	$ 2,569	$ 2,653
	FY24	**FY25**	**FY26**	**FY27**	**FY28**
Grand Totals	**$ 243,558**	**$ 250,865**	**$ 259,018**	**$ 268,083**	**$ 276,796**

APPENDIX C

District Sponsored Continuing Education

A. Courses should be those that will help teachers develop knowledge, skills and abilities in:

1. The four exit outcomes: essential knowledge, self-esteem, personal/social management and critical and creative thinking.
2. The Instructional Process
3. Developmentally Appropriate Instruction
4. Teaming Strategies
5. Control Theory
6. Revision of Course Outcomes
7. Whole Language
8. Interdisciplinary Instruction
9. Cooperative Learning
10. Alternative Assessments
11. REI (Mainstreaming)
12. The Change Process
13. Shared Decision Making
14. Content/Standards Based Instruction
15. Collegial Seminars (described in G below)
16. Other(s) suggested by DTA with approval by the Administration
17. Health and Wellness

B. Each credit is defined as 15 hours acquired by 12 hours of class time and 3 hours for an appropriate project.

C. Based on planning with the Association, the administration shall provide instruction on campus at a cost of$150 per three credit course,$100 per two-credit course and$50 per one-credit course for each participating member of the bargaining unit, with no need for bundling. The figures above include the cost of materials for the course, but they do not include the cost of textbooks, if any.

D. Courses required to maintain certification under the Educational Reform Bill will be recognized at every step.

E. Independent study projects approved by the Superintendent or designee may be pursued in lieu of courses provided. Sample Projects:

- portfolio assessment
- other alternative assessments
- integrated/interdisciplinary curriculum
- teacher generated innovations

F. Content specific courses taken outside the system for the purpose of certification and/or curriculum needs with prior approval by the Superintendent or designee shall be counted for Appendix C credit.

a. Courses audited outside the system will be accepted with appropriate project presented and prior approval by the Superintendent or her/his designee.

G. Each teacher on the M+60 column who participates in the Appendix C program shall be paid additional compensation as set forth below. Projects are to be turned in and receipt-dated at the Assistant Superintendent's office for approval; the teacher shall be notified within 30 days of action taken. The additional compensation shall be implemented as set forth in Section D of Article 4.

Step 1 - .02 of the Bachelor's Minimum for the first nine (9) credits received beyond M+60;

Step 2 - An additional .02 of the Bachelor's Minimum for the second nine (9) credits received beyond M+60;

Step 3 - An additional $870 on FY25 Day One, an additional $879 on FY25 Day Ninety-Three, an additional $908 on the FY26 Day One, an additional $940 on the First Day FY27, an additional $971 on FY28 Day One, per school year commencing thirteen
(13) months after submission of the documentation referenced above;

Step 4 - An additional .02 of the Bachelor's Minimum for the third nine (9) credits received beyond M+60. This .02 can be achieved in one of the following ways:

a. nine (9) credits of Appendix C course work;
b. six (6) credits of Appendix C course work plus one Collegial Seminar as set forth in H3; or
c. two Collegial Seminars as set forth in H3.

H. COLLEGIAL SEMINARS

1. Collegial Seminars are for the purpose of enhancing the professional expertise of unit members, including but not limited to current educational developments and issues related to the district's Strategic Plan such as raising standards, assessing student work, etc.

2. Each seminar shall consist of 45 hours scheduled during non-school hours and shall be worth three credits. These credits may be applied to one's credits to move across the salary schedule.

3. A teacher with 18 credits beyond M+60 and who participates in this program shall be paid additional compensation equal to .01 of the Bachelor's Minimum upon successful completion of each 45-hour seminar up to a maximum of .02 of the Bachelor's Minimum for successful completion of two such seminars. (See Step 4 in Section G.)

1. Unit members with a Bachelor's degree and who are not in a Master's program but who were certified prior to January 1, 1969 shall be eligible for additional compensation in the same manner as set forth in paragraph 3 above upon successful completion of each seminar.

ATTACHMENT 1

SIDE LETTER PROVISION AGREEMENT

Study Committees

Side Letter 1

As a part of the negotiation for a successor collective bargaining Agreement effective July 1, 2008 to June 30, 2011, the Danvers School Committee (Committee) and the Danvers Teachers Association (Association) hereby agree to establish (3) study committees as follows:

A. SPED Study Committee
This will be set up with members designated by both sides to discuss the issues listed below. The following calendar dates will apply:

9/08 to convene the committee
1/09 first report due (items with budget implications will be dealt
with first 4/09 final report due for both parties.

1. Main issues elementary/system wide – Students that are identified to be in need of services and the length at which it takes to service them.

   a. Review process of the SST process: Documentation and its implementation.
   b. Professional development for teachers/aides/principals
   c. Assignment of aides based upon the level of support needed for the EDBD program, the Learning Center, inclusion program, children in transition, and the regular Ed. Classes.
   d. Placement of students-in-transition
   e. MCAS – issues revolving around accommodations and use of SPED staff during testing.

B. Adult Mentoring Study Committee
Based on the 2006 NEASC Report, the DTA and the Administration agree to set up a Study Committee with members designated by both sides. The purpose of the committee is to study how the NEASC language pertains to Danvers High School. The following calendar dates will apply:

9/08 to convene the
committee 1/09 first report
due
4/09 final report due for both parties.

C. Co-Curricular Study Committee
This committee will be set up with members designated by both sides to discuss the issues listed below. The following calendar dates will apply:

10/08 to convene the committee
1/09 first report due (items with budget implications will be dealt with first) 4/09 final report due for both parties.

1. Issues for the Committee
   a. The evaluation of the history of co-curricular and the positions
   b. Parity for positions across the system
   c. How to create new elementary positions
   d. How to move elementary positions to parity with secondary positions.

The following position shall be added to the co-curricular list:

1. High school; two positions shall be added to the co-curricular list: 1) Freshman Transition -$2,000; 2) SHIFT -$1,000 – year 1,$1,300 – year 2,$1,600 plus – year 3.

2. Middle School; One position added, French Club -$1,000 – year 1,$1,300 – year 2,$1,600 plus – year 3.

3. Elementary Level: one position to be determined by the Principal and Faculty at each Elementary School, shall be added at each Elementary School. The salary shall be equal to the Student Council position -$802. The issue of parity with the Middle and High School Elementary positions shall be dealt with in the Study Committee (see above). It is agreed that priority shall be given to the salaries and establishment of additional elementary positions for the duration of this contract.

D. Responsibilities for Faculty and Tutors:

The parties agree to discuss the issues pertaining to students who are not in school for an extended period of time. The aim is to clarify the responsibilities/duties for both teachers and tutors.

Side Letter 2

As a part of the negotiation for a successor collective bargaining Agreement effective July 1, 2005 to June 30, 2008, the Danvers School Committee (Committee) and the Danvers Teachers Association (Association) hereby agree to establish (3) study committees as follows:

A. SPED COMMITTEE

Goal: to review and make recommendations to the parties for their consideration re: district wide SPED policies, including the issues of stipends for alternative assessments.

Outcome: The committee agrees to the following:

1. Mission Statement – the mission of the Department of Special Education is to create a positive learning environment that embraces students, parents, educators and the community. This partnership shall advocate for the necessary resources so that each student maximizes their academic, social and emotional potential, contributes meaningfully to society and is a lifelong learner.

2. IEP Program – EZ IEP was implemented as our new software program with ongoing support and training.

3. Staffing – add .5 social worker at Riverside, add .5 SPED teacher at HI, add .5 preschool teacher at Riverside, add .3 speech/language at TH, add .5 basic skills at TH.

4. The referral process – A draft of the district wide SST process was reviewed for implementation in the 2006-2007 academic year.

5. MCAS Support – Substitutes were hired during MCAS testing for the 2005-06 school year to assist in proctoring and other duties as defined by the principals and lead SPED educators. This process will continue in future years.

6. When a SPED teacher is absent from their teaching duties/responsibilities, a substitute will be provided when appropriate.

7. MCAS Alternative Assessments:

   a. $200 stipend per subject portfolio per student, ex-One teacher has one student who has two subject portfolios (math and language arts) stipend equals$400; one teacher has 2 students who have one subject portfolio each (language arts) stipend equals$400. The$200 stipend is retroactive for the social year 2005/2006.

   b. Adequate release time for preparation of portfolios shall be provided. An example of one full day per month from October to April shall be used as a guideline.

   c. Adequate release time for the submission of the test to the Department of Education two weeks prior to the submission deadline shall be provided.

d. Adherence to the state guidelines in the assignment of the number of portfolios per teacher per year, that number is 5 or less. In a case where it cannot be avoided and more than 5 portfolios are assigned to a single teacher, the administration shall meet with the teacher and their DTA representative to discuss the parameters pertinent to the year.

e. Easy access to the proper computers, equipment, and technology used for the creation of the portfolios shall be provided. Teachers shall participate in training programs when possible.

8. This committee will continue discussions in the school year 2006-2007

B. GUIDANCE COMMITTEE

Goal: To review and make recommendations to the parties for their consideration including job description revisions, case load and compensation.

1. A new job description is attached and dated 5-06, and included in it are the items of how to address 504's, MCAS Testing and MCAS Success Plans. Further discussion regarding documentation for students who have failed the MCAS test including the MCAS success plan shall take place.

2. The School Counselor and School Psychologist stipends will be raised to$4,634.00 by the 2007-2008 academic year.

This will happen by increasing the School Counselor and Psychologist stipends as follows:

a. 2005-2006 by$250.00 -$3,263.

b. 2006-2007 by 30% ($411) of the difference given on the first day in September. September 1, 2006 =$3,674

c. 2007-2008 by remaining 70% ($960) of the difference given on the first day in September. September 1, 2007 =$4,634 (CHANGE YEARS AND AMOUNTS)

C. PROFESSIONAL DEVELOPMENT

1. Professional Development Instructors:

a. Compensation for such work shall be calculated at$50 per hour for 3 hours of preparation for each hour of teaching.

b. The stipend will be$1,800 for a one-credit course.

c. Opportunities for credit instead of or in combination with payment will be accommodated.

d. This agreement shall be applied retroactively for the school year 2005-2006 starting with the three optional professional development days in August.

Side Letter 3

As a part of the negotiation for a successor collective bargaining Agreement effective July 1, 2011 to June 30, 2014, the Danvers School Committee (Committee) and the Danvers Teachers Association (Association) hereby agree to establish (~~3~~) (2) study committees as follows:

A. SPED STUDY COMMITTEE

This will be set up with members designated by both sides to discuss the issues listed below.

1. Main issues elementary/system wide – Students that are identified to be in need of services and the length at which it takes to service them.

   Review process of the SST process: Documentation and its implementation Professional development for teachers / aides / principals
   Assignment of aides based upon the level of support needed for the EDBD program, the Learning Center, inclusion program, children in transition, and the regular Ed classes.
   Placement of students-in-transition MCAS – issues revolving around accommodations and use of Sped staff during testing.

B CO-CURRICULAR/STIPEND STUDY COMMITTEE

This committee will be set up with members designated by both sides to discuss the issues listed below.

1. Issues for the Committee:

   a. The evaluation of the history of co-curricular and the positions
   b. Parity for positions across the system
   c. How to create new elementary positions
   d. How to move elementary positions to parity with secondary positions.

2. Elementary Level; one position to be determined by the Principal and Faculty at each Elementary School, shall be added at each Elementary School. The salary shall be equal to the Student Council position -$ 802. The issue of parity with the Middle and High School for Elementary positions shall be dealt with in the Study Committee (see above). It is agreed that priority shall be given to the salaries and establishment of additional elementary positions for the duration of this contract.

Side Letter 4

Study Committee – Elementary Free Period Study committee to start in September 2015 with members from the Association and Committee to review issues related to feasibility of scheduling elementary preparation on a daily basis. Any findings and recommendations shall be referred to the Association and the Committee for further bargaining if requested.

Study Committee – MMS I: The parties agree to designate members to review over the life of the CBA the utility and implementation of MMS I, so called. Any findings or recommendations shall be referred to the parties for further bargaining, if requested.

Study Committee – DDMs: The parties agree to designate members to review implementation of DDMs, so-called in the parties' evaluation agreement. Any findings or join recommendations shall be referred to the parties for further bargaining, if requested.

Study committee on Salary Schedule – The parties agree to designate representatives to meet beginning on or about September 1, 2015 for purposes of reviewing the current salary schedule and step system. The parties will consider available financial information, industry practice and data from comparable communities customarily utilized in negotiations, and other information. All findings, and differences of opinion, will be reported to the Committee and Association no later than May 31, 2016. Any findings and joint recommendations will be referred to the parties for further bargaining, if requested.

ATTACHMENT 2
SIDE LETTER PROVISION AGREEMENT

Elementary Class Size

As part of the negotiations for a successor Collective Bargaining Agreement, the parties agree to the following Side Letter Provision re Elementary Class Size:

The Committee will strive to equalize elementary class size and will actively encourage movement among schools to obtain this end. Consistent with past practice and policy, the School Committee intends, where warranted to solvce any problem(s) of elementary school class size by the hiring of teacher(s), not the hiring of teacher aides. The School Committee reserves the right to hire teacher aides.

The Side Letter Provision is not part of the Collective Bargainingf Agreement between the undersigned parties but is and remains for the period of July 1, 2001 to June 30, 2004 an enforceable contractual Agreement.

Signed the 11th day of May, 2001.

(Signed copies on file with the Association and the School Committee)

ATTACHMENT 3

SIDE LETTER PROVISION AGREEMENT Time Frame for Four Bus Runs

The Danvers School Committee (Committee) and the Danvers Teachers Association (Association) hereby agree to the following with respect to busing when there are four (4) bus runs.

1. Start and dismissal times for students and teachers:

	Students	Teachers
High School	7:25 - 1:43	7:15 - 2:25
Middle School	7:35 - 1:55	7:15 - 2:25
Elementary 1	8:15 - 2:15	7:55 - 3:05
Elementary 2	8:40 - 2:40	7:55 - 3:05

The elementary 1 and 2 bus runs shall be rotated in a fair and equitable manner.

2. For teachers starting at 7:15, an arrival window from 7:15 to 7:20 shall be allowed. Teachers who have a before-school duty, however, are to arrive by 7:15.

3. Elementary teachers assigned to a school on the second elementary bus run shall not be responsible for after-school bus duties.

4. Elementary system-wide curriculum meetings shall be held at a school on the Elementary 2 bus run.

5. Duties assigned to elementary teachers shall be based on need and shall be equitable throughout the system.

This language shall remain in effect when there are four (4) bus runs. In the event there are three or fewer bus runs, the times set forth in this Side Letter Agreement shall not apply, and the time frames set forth in Sections A1 and A2 of Article 5 of the parties' collective bargaining Agreement shall apply.

7. The Committee reserves the right to re-open this Side Letter for purposes of renegotiating the provisions of this Side Letter for the 2002-03 school year.

This Side Letter Provision is not part of the collective bargaining Agreement between the undersigned parties but is and remains for the period July 1, 2001 to June 30, 2004 an enforceable contractual Agreement.

Signed this 11th day of May, 2001.

(Signed copies on file with the Association and the School Committee)

ATTACHMENT 4

EARLY RELEASE

DAYS

The Danvers Teachers Association and the Danvers School Committee hereby agree to the following modifications to the July 1, 2008- June 30, 2011 Collective Bargaining Agreement.

- There will be nine early release days each year. On all early release days except the one occurring on the day before December holiday break, teacher dismissal will be no later than 3:00 PM for the Middle/High School and 3:30 PM for the Elementary School. On the early release date before December holiday break, teachers dismissal will be after performance of student dismissal duties.

- There will be one (1) administrative meeting per month.

- On the first two early release days of the school year, dismissal time for the students will be no later than 12:45PM at the High School and Middle School, and 1:15PM at the Elementary Schools. At all levels and on these first days, the remainder of the day will be teacher-directed, and no administrative meetings will occur.

- For this schedule the High School and Middle School will have 340 minutes/day of instructional time for students.

_____	_____
For the Danvers Teachers Association	For the Danvers School Committee
Date:_____	Date:_____

SETTLEMENT AGREEMENT #1

The Danvers Teachers' Association (Association) and Superintendent of Schools (Superintendent) hereby agree to settle the grievance concerning the posting of overload positions at the secondary level as follows:

1. If administration becomes aware during the summer that an overload position will be available upon return to school in the fall, the following will occur:

   Notification to each teacher will be included in the Superintendent's letter that is mailed prior to our return to school.

   The notification will also be posted in the office and in the teacher's rooms.

   There will be a verbal notification at the Superintendent's meeting on

   opening day. Applications for the overload positions will be accepted for

   the first three days.

   The appointment to the overload position will be made by the Superintendent on the fourth day to enable the teacher to start with that class the Monday after Labor day.

2. If the overload position becomes available during the regular school year, a written notice will be placed in each teacher's mailbox. In addition, the written notice will be posted in the principal's office and in each teachers' room.

3. Teachers within a department for which the overload occurs shall have preference for the position.

4. When overloads warrant it, the hiring of a new teacher(s) takes priority over the assignment of individual overloads. (For example, 2 math overloads combined with 3 science overloads constitutes a full-time teacher.)

5. Refer to Article 5 of the agreement between the Danvers Teachers Association and the Danvers School Committee for further clarification.

Agreed to on this 2nd day of November, 1993

(Signed copies on file with the Association and the School Committee)

SETTLEMENT AGREEMENT #2

SCHOOL COUNCILS/GUIDELINES AND PROCEDURES

Purposes

As stated in state law, they are to:

1. Adopt educational goals for the school that are consistent with local educational policies and statewide student performance standards.
2. Identify the educational needs of students attending the school.
3. Review the annual school building budget.
4. Formulate a school improvement plan.

Number

1. Eight School Councils

Composition and Term

A. Elementary:
1 principal; 2 teachers; 3 parents; 1 other

B. Middle:
1 principal; 3 teachers; 4 parents; 1 other

C. High
1 principal; 3 teachers; 4 parents; 3 other; 2 students

D. Alternative High
1 lead teacher; 1 teacher; 2 parents; 1 other; 1 student

Parents and teachers will have rotating terms. Some will have a one-year term; others a two-year term. After the first year, each will have a two-year term.

Election

Each Parent Advisory Council will have open nominations/elections. If there are more volunteers than open position for teachers, the building representative will conduct an election.

Number and Content of Meetings

Councils will meet 5 to 7 times during the school year in the following months: October, November, January, February, March, April and May. The first meeting may be a joint one of all councils. The purpose of this meeting will be to share general information about council and to conduct a training session on school councils. Meetings will take place at times deemed convenient by the School Council members.

SETTLEMENT AGREEMENT #3

MEMORANDUM OF AGREEMENT

It is agreed that the following requirements must be completed before a Unit A member can qualify for benefits under Appendix C, Sec. H, Collegial Seminars.

Groups may be formed in each school for the purpose of discussing issues, goals, needs, and concerns pertinent to the individual school and the system as a whole. These groups must be approved by the building Principal. The hours can be accumulated from the beginning of the contract (July 1, 1998).

Each group must complete the following items in order that teachers may receive contractual benefits for their work within the confines of a Collegial Seminar.

A Study Group form must be filled out and signed by the Principal. Principals will share the proposal with the Directors. Attendance must be kept. This is an attendance based credit opportunity beyond contractual meeting requirements. Minutes must be kept and submitted on a periodic basis to the Principal. Materials used or created, if any, must be passed in.

Broad based questions pertaining to appropriate issues may be used to focus but not limit the discussions. Seminars will be counted in blocks of no less than 15 hours. A seminar block may continue from one year to the next with the written approval of the Assistant Superintendent. A teacher must complete a 15hour block of time in a seminar for those hours to count towards Collegial Seminar Credit.

A requirement of the building seminar will be one K-12 system-wide one hour meeting per semester for the purpose of sharing what outcomes have been reached.

Additional hours may be logged by individuals who plan and facilitate said seminars, hour for hour. Also, if peer observations are part of the seminars practice, time used for individual sharing beyond the regular seminar meetings may be included. Additional situations such as training session may be included with the approval of the Principal or other appropriate administrators.

When an individual has accumulated 45 hours of seminar time, the Principal must sign off on the individual's time sheet. The teacher may then record this time for three credits under Appendix C or, for teachers who are at the top of the pay scale are offered an additional .01 of the Bachelor's Minimum to a maximum of .02 of the Bachelor's Minimum for successful completion of two such seminars. The progress of the group will be monitored on a yearly basis. The Principal will be responsible for submitting documentation to the Assistant Superintendent.

IN WITNESS WHEREOF, THE UNDERSIGNED have executed this Memorandum of Agreement.

_____	_____
DANVERS TEACHERS UNION AND DATE	SUPERINTENDENT OF SCHOOLS AND DATE

SETTLEMENT AGREEMENT #4

JOB-SHARING AGREEMENT

The following is a framework agreed to by both the Danvers Teachers Association and the Danvers School Committee. The purpose of this agreement is to allow those represented by the DTA who would otherwise be requesting an unpaid leave of absence, to request and, if possible, participate in a job-sharing arrangement. This job-share arrangement is not to exceed the time limit for an ordinary leave, and it is not to be considered a forerunner for permanent part-time employment.

It is agreed by both parties that this issue will continue to be tried and discussed as the need arises on a case by case basis.

The framework is as follows:

A job-share may occur between two current employees as long as the logistics can be worked out. A job-share may occur between a current employee and a new hire to round out the job as a whole.

A job-share will award the employees benefits (i.e., 15 sick days leave, health insurance, 3 personal days) equal to that of one job. They will be split equally between the participants of the job-share.

A job-share will be split equally between two employees or as closely as possible to that scenario. Possible solutions may be: 3/2 days one half year, 2/3 days the second half year; 2 ½ days all year; morning/afternoon split; others splits may be considered.

This agreement will be in place for as long as one of the participants is eligible for a leave. (2002)

Agreed to 1998

SETTLEMENT AGREEMENT #5

MEMORANDUM OF AGREEMENT

The Danvers Teachers Association and the Superintendent of Schools hereby agree to the following terms for the implementation of a flex time schedule commencing in the 2003/04 school year:

1. The flex time schedule is an extra instructional period for students only. The teacher day will consist of 7 hours and 25 minutes of continuous time. A continuous instructional day for teachers shall be observed; an exception will be made at the High School at the request of the teachers for the purpose of maintaining the rotating schedule. The overall window for Danvers teachers shall remain in force: 7:25 AM – 3:10 PM.

2. The student day shall consist of the instructional day and the additional 15 minutes for passing as described in the contract plus one class in the flex period up to 40 minutes in length. For elementary, the additional 15 minutes for the regular student day are added as follows: 5 minutes at the beginning of the day for opening exercises, 5 minutes added to the instructional day for passing purposes, and 5 minutes at the end of the day for dismissal.

3. Teachers shall not be responsible for the supervision of students who are in the building prior to or at the end of the regular student day as a result of flex time. Duties shall not be increased as a result of a flex schedule. Before and after school duties in all schools shall be assigned on an equitable and rotating basis. Duties across the District shall be as comparable as possible and shall be of a reasonable length.

4. Classrooms not used for a flex class shall be available to teachers not involved in flex time, and not used to house students not involved in a flex class. Classrooms shall be rotated for flex classes when possible.

5. Flex time class sizes shall be governed by the main contract.

6. Flex time classes shall not be considered a stipend position for teachers. They shall be filled by the shifting of a teacher's regular schedule or by additional staff when that is not possible. Should a sixth class be used as a last resort, Article 5-Section D shall be observed.

7. Flex time credit classes are Unit A positions.

8. If a teacher is absent from a flex time class and a substitute has not been provided, it is the administration's responsibility to secure the classroom coverage of a substitute. Should a teacher be asked to cover, they have the right of refusal or acceptance with pay as indicated in Article 5 – Section F. Should a large class, e.g., the band, be in need of a spot-substitute, the class shall be broken into regular sized classes. Substitute requests made under Article 5 shall be handled on a rotating basis.

9. Volunteers shall be sought for flex classes first whenever possible. An involuntary assignment of flex class shall be assigned to teachers on a rotating basis when possible.

10. High School - Flex Time:

1. Flex time period will occur at the beginning of the regular day.
2. The schedule shall be worked out so that the rotating schedule shall be preserved.
3. A class taught in the flex period, 30 minutes in length, as presently scheduled, will run four days a week, all year long. The flex class shall equal a half-year course.
4. A teacher teaching a half-year course in the flex time period, will be scheduled to teach five regular classes one semester, and four regular classes the other semester.
5. Extra help given by teachers teaching a flex class could occur during the morning of the fifth day.
6. Should the extra AP class assigned to a teacher teaching the AP class be an additional class in that teacher's schedule, that teacher shall be paid for that period. See Article 5, Section D.

11. Middle School - Flex Time:

    1. An eighth period will be added to the morning schedule, in order to implement flex time.
    2. Teachers will teach period one through seven or periods two through eight. This could be done on an every other day basis.
    3. Teachers teaching a flex class shall be exempt from bus duty on those days when their flex class occurs.

12. Elementary – Flex Time:

    1. A flex period will be implemented in the morning.
    2. Teachers will have a flex time schedule on the days they are assigned to teach a flex time class.
    3. Elementary teachers teaching a flex class shall not be responsible for before or after school duties.

13. It is understood that this agreement shall be reviewed during the spring of the year it is implemented in order to deal with the impact, if any, of the bus schedule, of the finalized schedule for all three levels, and of any other issue which changes the intent of this agreement.

14. Flex time is to be considered on a pilot status, to be assessed and reworked if necessary by both parties during the 2003-04 school year. All other aspects of the contractual agreement between the DTA and the Danvers School Committee shall remain in effect.

15. The attached schedules are the basis of this agreement for the 2003-04 school year. Should these schedules change, the new versions need to be discussed before the final implementation of flex time.

Signed on this date _____

SETTLEMENT AGREEMENT #6

If any member intends to retire during the life of this Agreement and gives written notice to the Superintendent of said intention to retire no later than August 1 of each year, they will receive the annual salary increase on their base salary on the first day of each of the remaining years. The written notice of intent to retire cannot be withdrawn or revoked except in extraordinary circumstances as determined by the Superintendent. If there are any monies owed, they will be repaid.

SETTLEMENT AGREEMENT #7

Memorandum of Agreement Massachusetts Math and Science Initiative

Whereas, The Danvers Public Schools has received funds from a grant sponsored by the Massachusetts Math and Science Initiative known as the Advanced Placement Training and Award Program;

Whereas, said program involves funds for compensation of teachers in advanced placement courses based upon student scores in advanced placement tests;

Whereas, the Association contends that said compensation, if implemented, would violate the express terms of the collective bargaining agreement between the parties;

Now therefore, the parties, having negotiated over mandatory subjects of bargaining raised by said grant, hereby record their agreements, as follows:

- Subject to the considerations and agreements established below, the parties agree that the Advanced Placement Training and Award Program will go forward on a trial basis, beginning July 1, 2011. Said program will be reviewed on an annual basis. The Association reserves any and all rights it may have under statute and contract with respect to renewal of said grant on an annual basis.
- The Danvers Public Schools will establish and maintain a separate line item in each annual budget for the duration of the grant. Any AP qualifying score awards and all Threshold awards awarded to any Danvers Education Association member as well as any other award to any Danvers Education Association member by whatever title or name that is based on student advanced placement test scores will be deposited directly in said fund, to be used as defined below, for the maintenance and support of District Advanced Placement Programs in Math, Science, and English.
- Individual teachers of advanced placement courses in Math, Science and English who receive awards may withdraw the awarded amount from said account for the following agreed upon purposes:
    - To pay for a college course or workshop for which a teacher is licensed, working toward licensure, or re-licensure, for themselves or for any member of their department
    - To pay for a college course or workshop dealing with pedagogy for themselves or

for any member of their department

- Classroom materials or supplies for themselves or for any member of their department
- Any form of printed information, whether electronic or hard copy, including but not limited to text books, reference books, journals or magazines, in a subject taught by themselves or by any member of their department
- Academically relevant student activities, including but not limited to field trips and academic competitions
- Guest speakers of lecturers
- Any personal expenses related to professional activities or responsibilities not otherwise reimbursed by the grant or by the District
- Time at the contract rate ($30 per hour unless otherwise adjusted through contract negotiations) for attending Massachusetts Math Science Initiative meetings, workshops or trainings scheduled outside the contractual work day /work year and not otherwise compensated by the grant
- Teacher enhancement & leadership
- The parties acknowledge that individual teachers of advanced placement courses may voluntarily agree to not utilize the “Teacher enhancement” option annually, over the duration of the grant.
- Reimbursement will be applied for following procedures established by the School Business Department, and the reason for reimbursement clearly indicated. Reasons for reimbursement and withdrawal of funds will be shared with the Association and MMSI within two weeks of any withdrawal of funds.
- The School District agrees that participation in Massachusetts Math Science Initiative programs is voluntary. No qualified individual who has been trained as an AP teacher will be denied the opportunity to teach an advanced placement course due to his/her non- participation in these programs. Every effort will be made to extend the opportunity to teach advanced placement programs to any interested qualified teacher.
- The School District further agrees that it will establish stipends for teachers of advanced placement courses not supported by the Massachusetts Math Science Initiative grant in amounts equal to that provided for by the grant (the current amount is$500 per teacher). In order to receive said stipend, the teachers must meet the same requirements associated with said stipend as contained in the Massachusetts Math Science Initiative grant.

This agreement shall be enforced through the grievance arbitration provisions of the collective bargaining agreement between the parties.

This agreement shall not be construed as setting any precedent in any negotiation or in the interpretation of any current or future agreement between the parties. It will become effective upon execution by the parties. This agreement may be terminated by either party by July 1 of each year of the grant, provided that said termination will not interfere with the administration of the annual advanced placement examinations. Should the Association elect, in its sole discretion, to terminate this agreement, the parties agree that the Association may elect to file directly for arbitration under the terms of the collective bargaining agreement.

FOR THE DANVERS SCHOOL COMMITTEE FOR THE DANVERS EDUCATION ASSOCIATION

_____ _____

School Committee Chairperson Association President

Dated: _____ Dated: _____

_____

Superintendent of Schools

_____

Dated:

SETTLEMENT AGREEMENT #8

The NEASC recommendation of the **Advisor/Advisee** program for the High School will be phased in beginning the second term of school, January 2012.

Side Letter of Agreement for the 2021-2022 School Year

1. **Indoor Air Quality/HVAC**

- All air exchange apparatus should have dampers opened to maximize the introduction of outside air (OA). All system fans shall be set to "on" at all times people are present and shall be turned on 1 hour prior to/and after general building occupancy or until the building air is purged (ie: a total of 3 air exchanges.) to the extent the HVAC systems allow. All building exhaust fans shall be in working order and continuously on 1 hour prior to and after general building occupancy for purging.
- MERV 13 filters will be installed for Smith, HRMS and DHS for quarterly filter changes. Filters of the highest grade the system can accommodate will be installed at all other schools.
- Air exchange rates in all rooms of all buildings should be at least 2-4 air changes per hour where feasible. All classrooms and working spaces will have:
- Air purifiers in all classrooms with filter changes three times per year: September, December and March.
- Allow maximum fresh air that the system can handle while running efficiency. 100 percent, would cause pipes to freeze as we get into the Fall and winter months.
- Merv 8 filters while maximizing air exchanges in the room and maximizing fresh air
- Filters will be changed on or before the following four checkpoints: November, February vacation, April vacation, Summer

2. PPE and Handwashing/Sanitizing

- The district must follow and enforce the law protecting public employees (OSHA 1920.132). The District shall provide adequate PPE to meet all DESE and State requirements as well as those approved by the Danvers School Committee. The District will provide additional PPE beyond the guidance or school committee decision per the request of a staff member.
- At a minimum the District will provide sanitizer and hand soap (for rooms with sinks) for all classrooms and common spaces as well as face masks.
- The requirement for the use of facial coverings ("masks"} for all employees and for students in grades PreK-12 shall be made by the Danvers School Committee in conjunction with the guidance/directives from the Center for Disease Control, MA Department of Public Health and the MA Department of Elementary and Secondary Education.
- The District will also provide PPE in the form of nitrile gloves, masks (including KN95), face shields and/or eye protection and other requests, based on employee requests.
- Additionally, sufficient cleaning materials and supplies for classroom use shall be provided by the district.

Memorandum of Understanding between
Danvers Teachers Association and Danvers School Committee
Secondary Department Chairs JLMC Joint Recommendations

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Danvers School Committee (hereinafter, the "Committee") and the Danvers Teachers Association (hereinafter, the "Union").

WHEREAS, the Committee and the Union are parties to a Collective Bargaining Agreement for Teachers and Professional Staff in Danvers Public Schools that is effective through June 30th, 2028, (the "Union CBA"); and,

WHEREAS, the Committee and the Union agreed under ARTICLE 1 Recognition A. the parties shall convene a Joint Labor Management Committee (JLMC), composed of two Superintendent designees and two Association President designees, to discuss FY 27 (1) moving some of the Secondary Teacher Leaders to be Department Chairs. Joint recommendations of the JLMC shall be submitted to the parties for ratification votes no later than June 30, 2026.

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Union have met, most recently on January 12, 2026 pursuant to Massachusetts General Laws, Chapter 150E, to submit joint recommendations of the JLMC to the parties for ratification.

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. As of June 30, 2026, Danvers High School will have department chairs instead of teacher leaders in six departments (English Language Arts, World Language, Social Studies, Science, Mathematics, Special Education, Applied Arts and Counseling/Social Work). Department Chairs will be paid the same stipend and have the same responsibilities as Teacher Leaders as outlined in the Agreement (pages 95-107). In addition, department chairs would be **relieved from teaching one class (.2 FTE)** in order to fulfill additional responsibilities as listed below. (Department chairs will **not evaluate** educators.)

Additional responsibilities of Department Chairs:

- All responsibilities listed for Teacher Leaders, and
- Create and file department agendas, notes of action steps, and all work product
- Attend regular, meetings once per cycle with administrators during the school day
- Act under the direction of principal to be part of school leadership team
- Work with the administration to assist in full onboarding of long term substitute teachers within their department
- Co-facilitate with school principal the hiring of all new educators in their department
- Co-facilitate curriculum mapping for department's scope and sequence with Secondary Curriculum Director

- Co-facilitate curriculum reviews & adoptions on a 5 - 10 year cycle
- Work collaboratively with the department chairs and teacher leaders from other levels of schooling
- Take inventory and track all department materials & supplies
- Work under the direction of Secondary Curriculum Director to order all new & replacement materials & supplies
- Draft and propose a department-based budget for the following fiscal year

~~2. Currently, DHS has teacher leaders in special education and applied arts. There are also teacher leaders in Art, Music, and PE. These positions would remain unchanged. Teacher leaders currently earn stipends listed on pages 107-108 in the current contract with DTA.~~

2. The school currently has coordinators for STEM and Humanities; these positions will be eliminated effective June 30, 2026.

3. Postings for the ~~six~~ eight department chair positions will be done internally in the current school year for the subsequent school year (for example, posting in February 2026 for the 2026 - 2027 school year). The school principal and secondary curriculum director will interview and hire candidates for the department chair positions. (These positions are more time-sensitive than other co-curricular positions as the school schedules must be built to allow for the release time.)

4. This Memorandum of Understanding may be signed by counterparts, which together shall constitute an original. The Parties agree that signatures by fax and/or scanned and sent via email are acceptable as originals.

WHEREFORE, the Committee and the Union have caused this **MEMORANDUM OF UNDERSTANDING** to be executed by their duly-authorized representatives on the dates set forth below.

Signed on this Twenty-seventh day of March, 2026

For the Committee:

Dan Bauer
Superintendent, Danvers Public Schools

For the Union:

Kathleen Murphy
President, Danvers Teachers Assn

Memorandum of Understanding between
Danvers Teachers Association and Danvers School Committee
HRMS School Counseling Lead Stipend

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Danvers School Committee (hereinafter, the "Committee") and the Danvers Teachers Association (hereinafter, the "Union").

WHEREAS, the Committee and the Union are parties to a Collective Bargaining Agreement for Teachers and Professional Staff in Danvers Public Schools that is effective through June 30th, 2028, (the "Union CBA"); and,

WHEREAS, the parties have engaged in collective bargaining over the addition of a teacher leader position for the HRMS School Counseling Department.

NOW, THEREFORE, the parties agree as follows:

1. APPENDIX B – CO-CURRICULAR ACTIVITIES
   An additional Co-Curricular Position will be added and will be listed as HRMS School Counselor LEADER.
2. The stipend amount will be equivalent to the teacher leader positions listed in Appendix B.
3. School Counselors at HRMS who are members of the DTA will be eligible for this position.
4. This Agreement goes into effect in August 2026.

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

WHEREFORE, the Committee and the Union have caused this **MEMORANDUM OF UNDERSTANDING** to be executed by their duly-authorized representatives on the dates set forth below.

Signed on this 2nd day of June, 2026

For the Committee:

Dan Bauer
Superintendent, Danvers Public Schools

For the Union:

Kathleen Murphy
President, Danvers Teachers Assn

Memorandum of Understanding between
Danvers Teachers Association and Danvers School Committee
HRMS School Counseling Lead Stipend

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WHEREFORE, the Committee and the Union have caused this **MEMORANDUM OF UNDERSTANDING** to be executed by their duly-authorized representatives on the dates set forth below.

Signed on this 2nd day of June, 2026

For the Committee:	For the Union:
_____	_____
Dan Bauer Superintendent, Danvers Public Schools	Kathleen Murphy President, Danvers Teachers Assn

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
CO-CURRICULAR POSITIONS								
Elementary Student Council Advisor - Great Oak	1,152		1,189		1,231		1,271	
Great Oak Elementary Flex-time Chorus Teacher	747		771		798		824	
Great Oak Elementary Flex-time Band Teacher	747		771		798		824	
Elementary Student Council Advisor - Highlands	1,152		1,189		1,231		1,271	
Highlands Elementary Flex-time Band Teacher	747		771		798		824	
Highlands Elementary Flex-time Chorus Teacher	747		771		798		824	
Elementary Student Council Advisor - Riverside	1,152		1,189		1,231		1,271	
Riverside Elementary Flex-time Band Teacher	747		771		798		824	
Riverside Elementary Flex-time Chorus Teacher	747		771		798		824	
Elementary Student Council Advisor - Smith	1,152		1,189		1,231		1,271	
Smith Elementary Flex-time Band Teacher	747		771		798		824	
Smith Elementary Flex-time Chorus Teacher	747		771		798		824	
Elementary Student Council Advisor - Thorpe	1,152		1,189		1,231		1,271	
Thorpe Elementary Flex-time Band Teacher	747		771		798		824	
Thorpe Elementary Flex-time Chorus Teacher	747		771		798		824	
Elementary Subtotal	**13,230**	**0**	**13,655**	**0**	**14,135**	**0**	**14,595**	**0**
M.S. Team Leader - Bowditch	2,873		2,966		3,070		3,170	
M.S. Team Leader - Endicott	2,873		2,966		3,070		3,170	
M.S. Team Leader - Peabody	2,873		2,966		3,070		3,170	
M.S. Team Leader - Foster	2,873		2,966		3,070		3,170	
M.S. Team Leader - Page	2,873		2,966		3,070		3,170	
M.S. Team Leader - Rebecca Nurse	2,873		2,966		3,070		3,170	
M.S. Team Leader - Richmond	2,873		2,966		3,070		3,170	
M.S. Team Leader - Read	2,873		2,966		3,070		3,170	
M.S. Team Leader - Holten	2,873		2,966		3,070		3,170	
M.S. Team Leader - Patriot (Special Ed)	2,873		2,966		3,070		3,170	
M.S. Team Leader - Naumkeag (Exploratory)	2,873		2,966		3,070		3,170	
M.S. Class Advisor	2,301		2,376		2,459		2,539	
M.S. Class Advisor	2,301		2,376		2,459		2,539	

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
M.S. Class Advisor	2,301		2,376		2,459		2,539	
M.S. Art Club Advisor	2,267		2,341		2,423		2,502	
M.S. Literary Magazine Advisor	2,301							
M.S. Hawks News Director	2,380		2,457		2,543		2,626	
M.S. Ski Club Director	2,301		2,376		2,459		2,539	
M.S. Camp Cody Coordinator		4,922		5,082		5,260		5,431
M.S. Washington Trip Coordinator		1,673		1,727		1,787		1,845
M.S. Jr. National Honor Society Advisor	2,301		2,376		2,459		2,539	
M.S. Yearbook Advisor	2,453		2,531		2,620		2,705	
M.S. Musical Director	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Musical Music Director	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Musical Set Director (Tech)	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Musical Choreographer		2,301	See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Musical Producer	783		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Drama Director	2,602		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
M.S. Math Team Advisor	2,451		2,531	0	2,620		2,705	
M.S. Store Advisor			0	0				
M.S. Engineering Club Advisor	2,376		2,453	0	2,539		2,622	
M.S. Helping Hawks (Community Service) Advisor	2,301		2,376	0	2,459		2,539	
M.S. Subtotal	**69,925**	**8,896**	**59,195**	**6,809**	**61,269**	**7,047**	**63,264**	**7,276**
H.S. AV/Media Coordinator	5,939		6,132	0	6,347		6,553	
H.S. Visual Media Coordinator	5,939		6,132	0	6,347		6,553	
H.S. Detention Supervisor	5,678		5,863	0	6,068		6,265	
H.S. SADD Advisor	4,902		5,061	0	5,238		5,408	
H.S. Student Council Advisor	2,941		3,037		3,143		3,245	
H.S. Tomorrow's Teachers Advisor	2,784		2,874		2,975		3,072	
H.S. Freshman Team Leader - Kestrel	2,873		2,966		3,070		3,170	
H.S. Freshman Team Leader - Merlin	2,873		2,966		3,070		3,170	
H.S. Freshman Team Leader - Peregrine	2,873		2,966		3,070		3,170	
H.S. Class Advisor Freshman	2,451		2,531		2,620		2,705	
H.S. Class Advisor Sophomore	2,821		2,913		3,015		3,113	
H.S. Class Advisor Junior	3,311		3,419		3,539		3,654	
H.S. Class Advisor Senior	4,150		4,285		4,435		4,579	
H.S. National Honor Society Advisor	2,941		3,037		3,143		3,245	
H.S. World Lang Honor Society Advisor	2,873		2,966		3,070		3,170	

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
H.S. National English Honor Society Advisor	544		562		582		601	
H.S. Tri M Music Honor Society Advisor	544		562		582		601	
H.S. National Art Honor Society Advisor	544		562		582		601	
H.S. Literary Magazine Advisor	2,451							
H.S. Newspaper Advisor	2,941		3,037		3,143		3,245	
H.S. Yearbook Advisor	3,920		4,047		4,189		4,325	
H.S. Yearbook Advisor Business Mgr	2,451		2,531		2,620		2,705	
H.S. Best Buddies Advisor	2,064		2,131		2,206		2,278	
H.S. Amnesty International Advisor								
H.S. Jazz Ensemble Director	2,451		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Marching Band Director	6,862		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Marching Band Assistant Director		3,105	See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Color Guard Director	1,554		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Percussion Ensemble Director	1,554		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Math Team Advisor	2,451		2,531		2,620		2,705	
H.S. Science Team Advisor	2,451		2,531		2,620		2,705	
H.S. Musical Director	3,084		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Musical Music Director	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Musical Technical Director	2,903		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Drama Director	2,903		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Drama Technical Director	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Drama Fest Director	2,301		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Drama Fest Technical Director	1,195		See Performing Arts Stipends		See Performing Arts Stipends		See Performing Arts Stipends	
H.S. Community Service Advisor	7,180		7,413		7,672		7,921	
H.S. Freshman Transition Advisor		1,152						
H.S. Model UN Advisor	2,096		2,164		2,240		2,313	
H.S. A Cappella Director	2,065		2,132		2,207		2,279	
H.S. Ski Club Advisor	2,065		2,132		2,207		2,279	
H.S. DECA Advisor	3,843		3,968		4,107		4,240	
H.S. Financial Literacy Advisor	2,065		2,132		2,207		2,279	
H.S. PRISM Advisor	1,256		1,297		1,342		1,386	
H.S Mock Trial Team Advisor	2,436		2,515		2,603		2,688	
H.S. Dance Team Advisor		2,278						
H.S. Quiz Bowl Advisor		3,139						
H.S. Book Club Advisor		3,139						
H.S. Advisory Director	1,039		1,073		1,111		1,147	
H.S. Advisory Director	1,039		1,073		1,111		1,147	

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
H.S. Advisory Director	1,039		1,073		1,111		1,147	
H.S. Advisory Director	1,039		1,073		1,111		1,147	
H.S. Advisory Director	1,039		1,073		1,111		1,147	
H.S. Senior Internship Advisor	3,480		3,593		3,719		3,840	
H.S. Women Of The World Advisor	569		587		608		628	
H.S. Art Club Advisor	569		587		608		628	
H.S. Subtotal	**137,938**	**12,813**	**109,527**	**0**	**113,369**	**0**	**117,054**	**0**
Mentor Coordinator - Elementary	1,815		1,874		1,940		2,003	
Mentor Coordinator - Middle School	1,815		1,874		1,940		2,003	
Mentor Coordinator - High School	1,815		1,874		1,940		2,003	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor	638		659		682		704	
Mentor for Veteran Teacher	346		357		369		381	
Mentor for Veteran Teacher	346		357		369		381	
Mentor for Veteran Teacher	346		357		369		381	
Mentor for Veteran Teacher	346		357		369		381	
(0.5) Art Teacher Leader	2,663		2,750		2,846		2,938	
(0.5) Music Teacher Leader	2,663		2,750		2,846		2,938	
(0.5) Physical Education Teacher Leader	2,663		2,750		2,846		2,938	
M.S. English Lang Arts Teacher Leader	5,326		5,499		5,691		5,876	
M.S. Science Teacher Leader	5,326		5,499		5,691		5,876	
M.S. Social Studies Teacher Leader	5,326		5,499		5,691		5,876	
M.S. Math Teacher Leader	5,326		5,499		5,691		5,876	
M.S. World Language Teacher Leader	5,326		5,499		5,691		5,876	
M.S. Exploratories Teacher Leader	5,326		5,499		5,691		5,876	

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
M.S. Humanitites Curriculum Coordinator			5,326		5,512		5,691	
M.S. STEM Curriculum Coordinator			5,326		5,512		5,691	
H.S. Science Teacher Leader	5,326		5,499		5,691		5,876	
H.S. Social Studies Teacher Leader	5,326		5,499		5,691		5,876	
H.S. World Language Teacher Leader	5,326		5,499		5,691		5,876	
H.S. Math Teacher Leader	5,326		5,499		5,691		5,876	
H.S. ELA Teacher Leader	5,326		5,499		5,691		5,876	
H.S. Applied Arts Teacher Leader	5,326		5,499		5,691		5,876	
H.S. Special Ed Teacher Leader	5,326		5,499		5,691		5,876	
H.S. Lead School Counselor	5,326		5,499		5,691		5,876	
H.S. Humanitites Curriculum Coordinator			5,326		5,512		5,691	
H.S. STEM Curriculum Coordinator			5,326		5,512		5,691	
Mentor Program, Teacher Leaders, subtotal	**97,676**	**0**	**122,157**	**0**	**126,422**	**0**	**130,527**	**0**
Nurse Associate	5,326		5,499		5,691		5,876	
DANVERSCARES District Programming Coordinator	7,000		7,228		7,481		7,724	
DANVERSCARES School & Community Liaison	4,000		4,130		4,275		4,414	
DANVERSCARES Administrative Coordinator	4,000		4,130		4,275		4,414	
DANVERSCARES M.S. Youth Coordinator	4,000		4,130		4,275		4,414	
DANVERSCARES H.S. Youth Coordinator	4,000		4,130		4,275		4,414	
	28,326	**0**	**29,247**	**0**	**30,272**	**0**	**31,256**	**0**
Grand Total	**347,095**	**21,709**	**333,781**	**6,809**	**345,467**	**7,047**	**356,696**	**7,276**

80117 INTERSCHOLASTIC COACHES	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
PROGRAM								
BASEBALL FRESHMEN	2,479		2,560		2,650		2,736	
BASEBALL JUNIOR VARSITY	2,940		3,036		3,142		3,244	
BASEBALL VARSITY	6,340		6,546		6,775		6,995	
BASKETBALL FRESHMAN GIRLS	2,479		2,560		2,650		2,736	
BASKETBALL JUNIOR VARSITY GIRLS	3,291		3,398		3,517		3,631	
BASKETBALL VARSITY GIRLS HEAD	6,563		6,776		7,013		7,241	
BASKETBALL FRESHMAN BOYS	2,479		2,560		2,650		2,736	
BASKETBALL JUNIOR VARSITY BOYS	3,291		3,398		3,517		3,631	
BASKETBALL VARSITY BOYS HEAD	6,563		6,776		7,013		7,241	
BASKETBALL UNIFIED		2,479	2,560		2,650		2,736	
CHEERLEADING - BASKETBALL	1,909		1,971		2,040		2,106	
CHEERLEADING - FOOTBALL	2,411		2,489		2,576		2,660	
CHEERLEADING - BASKETBALL JUNIOR VARSITY	1,851		1,911		1,978		2,042	
CHEERLEADING - FOOTBALL JUNIOR VARSITY	1,445		1,492		1,544		1,594	
CROSS COUNTRY	4,289		4,428		4,583		4,732	
CROSS COUNTRY ASSISTANT	824		851		881		910	
FIELD HOCKEY FRESHMAN	2,301		2,376		2,459		2,539	
FIELD HOCKEY JUNIOR VARSITY	2,641		2,727		2,822		2,914	
FIELD HOCKEY VARSITY HEAD	5,826		6,015		6,226		6,428	
FOOTBALL HEAD	11,509		11,883		12,299		12,699	
FOOTBALL ASSISTANT I	5,187		5,356		5,543		5,723	
FOOTBALL ASSISTANT II	4,864		5,022		5,198		5,367	
FOOTBALL ASSISTANT III	4,214		4,351		4,503		4,649	
FOOTBALL ASSOCIATE HEAD	2,795		2,886		2,987		3,084	
FOOTBALL JUNIOR VARSITY	4,214		4,351		4,503		4,649	
FOOTBALL FRESHMAN HEAD	3,010		3,108		3,217		3,322	

80117 INTERSCHOLASTIC COACHES	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
FOOTBALL FRESHMAN ASSISTANT	2,655		2,741		2,837		2,929	
GOLF COED	4,671		4,823		4,992		5,154	
GOLF JV	1,504		1,553		1,607		1,659	
GYMNASTICS	4,322		4,462		4,618		4,768	
GYMNASTICS ASSISTANT*	824		851		881		910	
ICE HOCKEY HEAD	6,887		7,111		7,360		7,599	
ICE HOCKEY ASSISTANT	3,291		3,398		3,517		3,631	
ICE HOCKEY JV HEAD	2,479		2,560		2,650		2,736	
LACROSSE HEAD BOYS	4,864		5,022		5,198		5,367	
LACROSSE FRESHMAN BOYS	2,479		2,560		2,650		2,736	
LACROSSE JUNIOR VARSITY BOYS	2,940		3,036		3,142		3,244	
LACROSSE HEAD GIRLS	4,864		5,022		5,198		5,367	
LACROSSE FRESHMAN GIRLS	2,479		2,560		2,650		2,736	
LACROSSE JUNIOR VARSITY GIRLS	2,940		3,036		3,142		3,244	
SOCCER FRESHMAN BOYS	2,301		2,376		2,459		2,539	
SOCCER FRESHMAN GIRLS	2,301		2,376		2,459		2,539	
SOCCER JUNIOR VARSITY BOYS	2,641		2,727		2,822		2,914	
SOCCER JUNIOR VARSITY GIRLS	2,641		2,727		2,822		2,914	
SOCCER VARSITY BOYS	5,826		6,015		6,226		6,428	
SOCCER VARSITY GIRLS	5,826		6,015		6,226		6,428	
SOFTBALL FRESHMEN	2,479		2,560		2,650		2,736	
SOFTBALL JUNIOR VARSITY	2,940		3,036		3,142		3,244	
SOFTBALL VARSITY HEAD	6,340		6,546		6,775		6,995	
SWIMMING COED VARSITY	5,115		5,281		5,466		5,644	
SWIMMING COED JV	2,257		2,330		2,412		2,490	
TENNIS BOYS	3,775		3,898		4,034		4,165	

80117 INTERSCHOLASTIC COACHES	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
TENNIS GIRLS	3,775		3,898		4,034		4,165	
TRACK WINTER VARSITY BOYS	4,971		5,133		5,313		5,486	
TRACK WINTER VARSITY GIRLS	4,971		5,133		5,313		5,486	
TRACK WINTER ASSISTANT BOYS	2,108		2,177		2,253		2,326	
TRACK WINTER ASSISTANT GIRLS	2,108		2,177		2,253		2,326	
TRACK SPRING HEAD GIRLS	5,323		5,496		5,688		5,873	
TRACK SPRING HEAD BOYS	5,323		5,496		5,688		5,873	
TRACK SPRING ASSISTANT I	1,597		1,649		1,707		1,762	
TRACK SPRING ASSISTANT II	1,000		1,033		1,069		1,104	
HS VOLLEYBALL	5,460		5,637		5,834		6,024	
HS VOLLEYBALL JV	2,404		2,482		2,569		2,652	
HS VOLLEYBALL FRESHMAN	824		851		881		910	
WRESTLING VARSITY	6,512		6,724		6,959		7,185	
WRESTLING JV HEAD	3,266		3,372		3,490		3,603	
MS FIELD HOCKEY COACH	2,006		2,071		2,143		2,213	
MS CROSS COUNTRY COACH	2,006		2,071		2,143		2,213	
MS TRACK SPRING	2,123		2,192		2,269		2,343	
MS TRACK ASSISTANT		824	851		881		910	
FLEX STIPEND POSITION**	1,000		1,033		1,069		1,104	
EQUIPMENT MANAGER	5,668		5,852		6,057		6,254	
WELLNESS CENTER SUPERVISOR	5,540		5,720		5,920		6,112	
SEASONAL ATHLETIC GAME ADMINISTRATOR - FALL			516		534		551	
SEASONAL ATHLETIC GAME ADMINISTRATOR - WINTER			516		534		551	
SEASONAL ATHLETIC GAME ADMINISTRATOR - SPRING			516		534		551	

*This stipend position is split with another school. The total amount is doubled, but only half comes from the DPS budget.

** This stipend amount allows the Athletic Director discretion on a year-by-year basis to determine if an additional position needs to be added to a specific sport.

80117 INTERSCHOLASTIC COACHES	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
Grand Total	**254,929**	**3,303**	**268,179**	**0**	**277,565**	**0**	**286,583**	**0**
	*DPS portion only		*DPS portion only		*DPS portion only		*DPS portion only	

	FY25 - 3% (Budget)	FY25 - 3% (Alt Funded)	FY26 - 3.25% (Budget)	FY26 - 3.25% (Alt Funded)	FY27 - 3.5% (Budget)	FY27 - 3.5% (Alt Funded)	FY28 - 3.25% (Budget)	FY28 - 3.25% (Alt Funded)
M.S. Musical Director	2,301		2,376		2,459		2,539	
M.S. Musical Music Director	2,301		2,376		2,459		2,539	
M.S. Musical Set Director (Tech)	2,301		2,376		2,459		2,539	
M.S. Musical Choreographer		2,301		2,376		2,459		2,539
M.S. Musical Producer	783		808		836		863	
M.S. Drama Director	2,602		2,687		2,781		2,871	
H.S. Jazz Ensemble Director	2,451		2,531		2,620		2,705	
H.S. Marching Band Director	6,862		7,085		7,333		7,571	
H.S. Marching Band Assistant Director		3,105		3,206		3,318		3,426
H.S. Color Guard Director	1,554		1,605		1,661		1,715	
H.S. Percussion Ensemble Director	1,554		1,605		1,661		1,715	
H.S. Musical Director	3,084		3,184		3,295		3,402	
H.S. Musical Music Director	2,301		2,376		2,459		2,539	
H.S. Musical Technical Director	2,903		2,997		3,102		3,203	
H.S. Drama Director	2,903		2,997		3,102		3,203	
H.S. Drama Technical Director	2,301		2,376		2,459		2,539	
H.S. Drama Fest Director	2,301		2,376		2,459		2,539	
H.S. Drama Fest Technical Director	1,195		1,234		1,277		1,319	
H.S. Winter Percussion Director				1,125		1,164		1,202
H.S. Winter Color Guard Director				1,800		1,863		1,924
H.S. Auditorium House Manager				5,000		5,175		5,343
M.S. Dramafest Tech Director				1,500		1,553		1,603
M.S. A Cappella Director				1,200		1,242		1,282
H.S. Musical Choreographer				1,500		1,553		1,603
H.S. Spring Show Assistant Director				1,500		1,553		1,603
H.S. Marching Band Woodwind Tech				800		828		855
H.S. Marching Band Brass Tech				800		828		855
H.S. Marching Band Visual Tech				800		828		855
H.S. Marching Band Assistant Colorguard Instructor				800		828		855
H.S. Marching Band Assistant Percussion Instructor				800		828		855
Grand Total	**39,697**	**5,406**	**40,989**	**23,207**	**42,422**	**24,020**	**43,801**	**24,800**