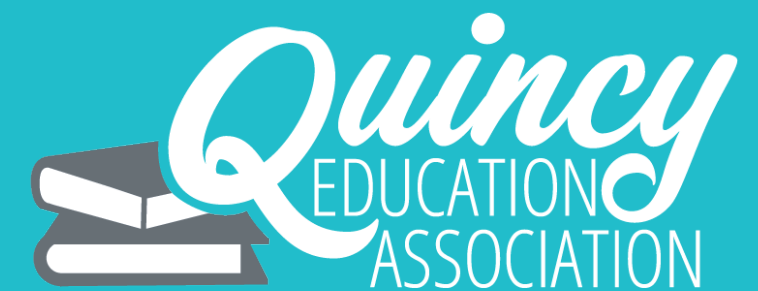


Agreement Between

THE QUINCY
Education Association, Inc.
Unit A

THE QUINCY
School Committee



Effective September 1, 2025 - August 31, 2028

AGREEMENT
between
The Quincy School Committee
and
The Quincy Education Association, Inc. (Unit A)

Effective September 1, 2025 - August 31, 2028

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This Agreement made and entered into on this 16th day of June, 2025, between the SCHOOL COMMITTEE OF THE CITY OF QUINCY, (hereinafter sometimes referred to as the "COMMITTEE"), and the QUINCY EDUCATION ASSOCIATION, INC., (hereinafter sometimes referred to as the "Association").

PREAMBLE

WHEREAS, the Committee and its designated representatives have met with representatives of the Association pursuant to provisions of Chapter 150E of the General Laws, and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and

WHEREAS, the School Committee of the City of Quincy and the Quincy Education Association, Inc., executed a contract under the provisions of Massachusetts General Laws Chapter 150E, and said contract having a duration clause effective September 1, 2025, and remaining in full force and effect through August 31, 2028; and

WHEREAS, the negotiating representatives of both the Committee and the Association have negotiated a successor agreement to be effective September 1, 2025 and shall continue in all its provisions except as hereinafter modified, and shall continue in full force and effect along with said modifications from September 1, 2025, to and including August 31, 2028.

ARTICLE I GENERAL

- A. Recognizing that the prime purpose of the Quincy School System is to provide education of the highest possible quality for the children of Quincy, we, the undersigned parties to this contract, agree to the following principles:
1. The Committee, elected by the citizens of Quincy, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
 2. The Superintendent of Schools of Quincy, (hereinafter referred to as the "Superintendent") is the executive officer of the Committee and, as such, administers and directs the operation of the public schools of Quincy in accordance with the policies of the Committee.
 3. The professional staff of the Quincy School System shares with the Committee and the Superintendent responsibility for providing for pupils of the Quincy Public Schools, education of the highest possible quality consistent with the policies of the Committee, and the professional staff has the major role in direct contacts with pupils.
 4. The Committee and the Association recognize the value of free exchanges of views and information towards fulfilling the aforementioned responsibilities as applying or relating to wages, hours, and other conditions of employment of the professionals.
 5. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the Quincy Public Schools.

B.

1. As to all matters covered by this Contract, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom, or writing not incorporated in this Contract.
2. Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the School Committee as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.
3. The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Contract; and that this Contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Contract shall continue in effect, except as Article XXVIII hereof expressly otherwise provides. The Committee has, and will continue to retain, whether exercised or not, all of the rights, powers, and authority delegated to it in the future by any statute, by-law, legal decision, or ordinance. The Committee shall have the sole right, responsibility, and prerogative to manage, supervise, and control the affairs of the Quincy School System and to direct the working forces and to exercise its duties and responsibilities.

ARTICLE II RECOGNITION

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the Committee recognizes the Association as the exclusive representative of all professional employees, (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committee, including Air Force Junior R.O.T.C. Instructors (“ROTC” Instructors) excepting however, the Superintendent, the Assistant Superintendents, the Assistant to the Superintendent, nurses and doctors, Director of Personnel, Director of Business Affairs, Director of Elementary Schools, Director of Secondary Schools, Director of Pupil Personnel Services, Director of Staff Development, Assistant Director of Personnel, Director of Data Processing, (provided he/she has no teaching responsibilities), Coordinator of Language Arts-Social Studies, Assistant Coordinator of Language Arts-Social Studies, Coordinator of Special Education, Director of Music Education, Coordinator of Library Services, Assistant Coordinator of Library Services, Coordinator of Athletics, Director of Arts and Humanities, Assistant Director of Arts and Humanities, Coordinator of Physical Education and Health, Coordinator of Science, Coordinator of Foreign Languages, Coordinator of Mathematics, Coordinator of Cafeterias, Coordinator of Adult Education, Social Health Coordinator, Pool Director, Principals, Elementary Assistant Principals, Middle School Assistant Principals, High School Assistant Principals, Director and Assistant Director of Quincy Vocational-Technical School, President of Quincy College and all employees of Quincy College, and every other such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purpose of such

bargaining. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Contract, and are hereinafter referred to as "members".

**ARTICLE III
PAYROLL DEDUCTIONS**

- A. The Committee hereby accepts the provisions of Section 12 of Chapter 150E of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the City of Quincy all payroll deductions for the payment of dues to the Association duly authorized by members. Such authorization shall be given in writing in the following form:

DUES AUTHORIZATION CARD

Name _____ Address _____

I hereby request and authorize the Quincy School Committee to direct the Quincy City Treasurer to deduct from my earnings and transmit to the Quincy Education Association, Inc., the Massachusetts Teachers Association, and the National Education Association, as indicated by a check mark or check marks in the appropriate box or boxes below an amount sufficient to provide for regular payment of the membership dues as certified to the City Treasurer by such Association or Associations respective in equal payments during the months of October, November, December, January, February and March in each school year, such deductions to be made in each payroll period. I understand that I may withdraw this authorization at any time by giving notice in writing to the Quincy School Committee at least 60 days prior to the withdrawal date. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and the City and all their respective officers from any liability thereof.

Signature _____ Date _____

WHEREAS, pursuant to the Agreement there was an agreement on December 23, 1974, to negotiate on the terms of the agency service fee;

NOW, THEREFORE, the Association and the Committee agree as follows:

1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher pay to the Association, on or after the thirtieth day following the beginning of his/her employment, a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Association.
2. The Association agrees to indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any

action taken by the City in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of Chapter 180, Section 17G or for any action taken by the City to enforce the so-called Agency Service Fee.

This Article shall be effective on January 1, 1975, and subject to ratification by both parties in accordance with Chapter 150E, Section 12 of the General Laws of Massachusetts.

- B. The Committee agrees to deduct from the salaries of members voluntary contributions to Quincy Voice of Teachers in Education (Q-VOTE) and/or the Massachusetts Teachers Association Voice of Teachers in Education (MTA-VOTE). Members shall designate the amount of said deduction(s), if any, in September of each year and such voluntary contribution(s) to Q-VOTE and/or MTA-VOTE shall be deducted from the member's salary along with the dues deduction in Section A (above) as a combined amount. The Quincy City Treasurer shall transmit deducted amounts to the Association immediately upon receipt and it shall be the exclusive responsibility of the Association to separate deducted amounts into designated dues, agency service fee, Q-VOTE and/or MTA VOTE accounts.
- C. The Committee agrees to deduct from the salary of members, deductions for health insurance on a pre-tax basis, commonly referred to as a "Cafeteria Plan". Effective July 1, 2009, the Committee agrees to deduct from the salary of members, deductions for a Dependent Care Account Plan (DCAP) and a Medical Care Account Plan (MedCAP), commonly referred to as "Section 125" Plans.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

A. GENERAL STATEMENT

- 1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise and affect wages, hours, and conditions of employment covered by this Agreement.
- 2. The Timelines set forth herein may be extended by the mutual agreement of the parties in writing.

B. DEFINITION OF A GRIEVANCE

A grievance is a violation or misinterpretation or misapplication of any of the express provisions of this Agreement. A grievance may be brought by a member or group of members. Hereafter, all references to person, teacher, or employee shall be considered to mean member or group of members.

C. GRIEVANCE AND ARBITRATION PROCEDURE:

1. LEVEL 1

The aggrieved member shall first discuss the grievance with his/her appropriate immediate supervisor, and the Chairperson of the Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The appropriate immediate supervisor of any member regularly assigned to a particular school building shall be the principal of that

building; for any member not so assigned, it shall be the director or coordinator who supervises such member.

2. LEVEL 2

- a. Within thirty (30) calendar days of when the member reasonably knew or should have known of an alleged violation of this Agreement, the grievance may be filed in writing with the Superintendent. The Superintendent or his/her designee will represent the Committee at this level of the grievance procedure. If filed with the Superintendent of Schools, said grievance shall be in writing. Each written statement of grievance shall include (1) a concise statement of the facts constituting the grievance, (2) a reference to the applicable provisions of this Contract, (3) the date upon which the act or omission giving rise to the grievance occurred, and (4) the dates of all prior written presentations, if any.
- b. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent, or his or her designee, will meet with the aggrieved member and the Association's Chairperson of the Professional Rights and Responsibilities (PR&R) Committee, or his or her designee, in an effort to resolve it.
- c. If the written grievance is not filed with the Superintendent within thirty (30) calendar days after the member learned or should have learned of the act or condition on which the grievance is based; then the grievance will be considered as waived. If a grievance occurs during the period commencing on the fifth (5th) school day next prior to closing of schools in June and ending on the day before school opens in September, then the aforementioned time limit shall not apply and said grievance shall not be considered waived so long as the grievance is signed on or before the close of business on the fifteenth (15th) school day of the term beginning in September.

3. LEVEL 3

If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, then the grievance may be filed in writing with the School Committee. The grievance at Level 3 must be filed within twenty (20) school days from the date of the Superintendent's response at Level 2 or the date the Level 2 response was due, whichever is sooner, otherwise the grievance shall be waived.

4. LEVEL 4

- a. Within twenty (20) school days after receipt of the written grievance by the School Committee, the School Committee will meet with the aggrieved member and the Association's representative(s) to hear the grievance. If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within twenty (20) school days after he/she has first met with the School Committee, the Association may submit the grievance to the American Arbitration Association within twenty (20) school days after the School Committee's response was received by the aggrieved party or the Association, or after it was due, whichever comes first. A copy of the arbitration request shall be sent simultaneously to the Superintendent. If the arbitration request is not submitted by the Association within the twenty (20) day

period, then the grievance shall be waived. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.

- b. The arbitrator shall have the authority to settle only a grievance which concerns misinterpretation or misapplication or violation of the express terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify this Agreement. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
- c. The costs for the services of the arbitrators, including per diem expenses, if any, and actual necessary traveling and subsistence expenses will be borne equally by the School Committee and the Association. Each party shall bear its own expenses for the presentation of its case.
- D. All documents, communications and records dealing with the processing of a grievance will be filed apart from the personnel files of the participants, except as may be required to implement the disposition thereof.
- E. No reprisal of any kind shall be taken by any party hereto against any member who participates in any way in any grievance proceeding by reason of such participation.
- F. A written record shall be made of the disposition of any grievance at Level 2, Level 3, or Level 4. If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future grievances based on the same or similar facts.
- G. Arbitration, pursuant to this Article, shall be the exclusive remedy available to members of the Association in the event that the grievance is not disposed of under Levels 1, 2, 3.
- H. Times for meetings to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, in the case of a Level 2 proceeding, or of the Committee, in the case of a Level 4 proceeding, a meeting during school hours is desirable to facilitate the production of appropriate information. Attendance by members and by the Association representatives shall constitute authorized absence without loss of pay. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program and that the right to take such absences shall not be abused.

ARTICLE V

DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM AND RELATED EDUCATIONAL PROGRAMS, TEXT BOOKS

The Committee and the Association agree that the professional staff is and should continue to be a major source of developments and innovations in improving the education programs carried on in the Quincy Public Schools. The parties agree further that it is important for the professional staff to participate in the overall coordination of studies, projects and other activities directed toward the

development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent educational and related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the schools' administration and the professional staff.

Accordingly, the Committee and the Association agree that an Educational Development Committee (EDC) shall be established to consist of twelve (12) members, of whom six (6) shall be designated by the Association and six (6) by the Committee. The EDC shall establish its own times of meeting and rules of procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The EDC may consider proposals from any source respecting curriculum, teaching methods, aids and material, educational facilities, design and equipment of new and remodeled school construction and any other matters pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Quincy Public Schools. Where a proposal is made that a specific subject be studied by a particular person or group of persons, the EDC will receive and review the results of such study and will endeavor to avoid duplication or repetition of effort.

The EDC shall regularly report to the Committee and the Association the matters it is considering and its recommendations respecting the same. The Committee and the Association shall give serious consideration to such recommendations. If the Committee shall receive, other than from the EDC, a proposal for a study or program of development or research in any matter within the jurisdiction of the EDC, the Committee shall notify the EDC of such proposal. If the EDC shall respond within thirty (30) days of the giving of such notice that it has considered, or desires to consider, the subject matter of the proposal, the Committee will not, except in case of emergency, authorize the proposed study or program until either the EDC shall have reported thereon or forty-five (45) days, or such other period as the Committee and EDC shall agree, shall have elapsed from the date such notice was given without any report by the EDC.

The Committee expects that all proposals for discontinuing the use of textbooks and for adoption of new textbooks will issue from the EDC as representing the considered opinion of the professional staff in consultation with the school administration, the Committee recognizing that the professional staff should have a responsible voice in textbook selection, provided, however, that the EDC need not consider any textbook which is not used or proposed to be used by more than one member. Except in emergency situations, the Committee shall not adopt new textbooks nor discontinue the use of textbooks unless the EDC has been notified of said contemplated action; and has had the opportunity to make a recommendation respecting such action.

ARTICLE VI CONDITIONS OF PROFESSIONAL SERVICE

The Committee and the Association have deliberately agreed not to include provisions in this Contract respecting some of the conditions affecting the performance by members of their professional duties. Such omitted matters include, by way of illustration and not of limitation, the teaching loads of individual members and the basis upon which parent-member conferences, professional workshops and

curriculum planning sessions may be held in light of regulations promulgated by the State Board of Education regarding the length of the school day. Such matters are omitted not because the parties regard them as unimportant, but because the parties believe that they require further careful joint study since they are affected by the rapid pace of change in educational technology and theory, and in part, are subject to rules and regulations promulgated by agencies of the Commonwealth. In addition to such conditions, the Committee and the Association consider that there are a number of areas affecting the performance by members of their professional duties as to which practices not now in effect in the Quincy School System and practices not yet developed by any public school system may make great contributions toward improving not only the quality but also the efficiency of the educational process in the Quincy Public School System. Such areas include, by way of illustration and not of limitation, the use of non-professionally trained personnel to perform pupil supervision tasks outside the classroom clerical tasks, the reproduction of instructional materials, and the like. They also include the possibility of measuring the obligatory portion of a member's work day in terms of the time required to perform professional functions rather than a stated number of hours, the possibility of a separate contract year and separate compensation arrangements different from the academic year and compensation related thereto for volunteer professionals who might undertake special professional leadership and development assignments, the possibility of so reorganizing the classroom teaching functions so as to permit more effective use of superior classroom members and the possibility of identifying and describing characteristics of professional performance so as to permit more meaningful evaluation thereof.

Accordingly, the parties agree that a Professional Conditions Committee (PCC) shall be established to consist of twelve (12) members of whom six (6) shall be designated by the Association and six (6) by the Committee and of which there shall be co-chairpersons, one (1) chosen by the Association designees and the other by the Committee designees. The PCC shall establish its own times of meeting and rules and procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The PCC may establish subcommittees to consider particular matters and particular matters within the jurisdiction of the PCC may be considered by others, but all proposals respecting such matters shall come to the PCC for consideration and presentation to the Committee and the Association. The PCC shall consider as priorities the matters cited above. The Committee and the Association shall give serious consideration to the recommendations of the PCC and shall discuss the same as they mutually find appropriate.

Except in case of emergency or order from superior authority or as permitted by Article VII, the Committee shall not make any change in the length of the school day, method of payment, or matters relating to the conditions of employment coming under this Contract, unless the same shall first have been referred to the PCC with a reasonable time for consideration and report thereon by said Committee of PCC.

ARTICLE VI A GENERAL CONDITIONS

- A. Under ordinary circumstances, members at the Senior high and Middle school level (except school nurses) shall have at least five (5) preparation periods scheduled in each week. Exceptions may be made to this provision when voluntarily agreed to by the individual member, or in

situations where the Administration has reasonable cause to believe that such scheduling would result in an undue burden to the system, or to a particular school or would require additional funds. Effective upon ratification, school guidance at the high school level shall have at least one hundred thirty-five (135) minutes of preparation time each week scheduled in blocks of not less than forty-five (45) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.

Effective upon ratification, school guidance at the middle school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.

Effective upon ratification, school nurses at the middle and high school level shall have at least one hundred fifty (150) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than five times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency or urgent nursing care when necessary. Preparation missed due to the provision of such care shall not be made up.

- B. Related service providers (by way of illustration, Occupational Therapist, Physical Therapist, Speech Therapist, Vision Specialist, Hearing Specialist) shall have a total of at least one hundred fifty (150) minutes of preparation time each week scheduled in blocks of not less than thirty minutes.
- C. Members at the Elementary School level (except school nurses) shall be provided some time each week during school hours for preparation and planning. The use of preparation and planning time shall be determined by the individual teacher. Periods of instruction in Physical Education, Music, Media and Art shall be considered as planning periods for elementary members. In the event an

elementary specialist in art, music, physical education or media is absent, every reasonable effort shall be made by the administration to hire a substitute teacher. Members at the Elementary level will be allowed early release day afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. In months which contain four Wednesdays, members at the Elementary level will be allowed two early release afternoons exclusively reserved for preparation and planning. In months which contain five Wednesdays, members at the Elementary level will be allowed three early release afternoons exclusively reserved for preparation and planning. Notice as to the specific Wednesdays designated exclusively for preparation and planning will be included in the Professional Development Calendar in accordance with Article VII. All educators grades preK-5 shall be scheduled for preparation and planning and professional development on the same Wednesday each month. Members at the Elementary School level shall have guaranteed minimum preparation time of six hundred ninety (690) minutes on average in a normal 4 week period. Members at the Elementary School level shall have guaranteed minimum preparation time of seven hundred and twenty (720) minutes on average in a normal 4 week period. Such preparation time shall be inclusive of early release day afternoons each month for preparation and planning, the approximately thirty (30) minutes transition time for kindergarten teachers and the aforementioned periods of instruction in special program areas.

Effective upon ratification, school guidance at the elementary school level shall have at least ninety (90) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance and school nurse team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.

Effective upon ratification, school nurses at the elementary school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency or urgent nursing care when necessary. Preparation missed due to the provision of such care shall not be made up.

Effective 2023-2024 School Year, Elementary Educators who teach in the Academic Program areas of Art and Music and do not have a dedicated space in their building shall have five (5) minutes of travel time between assigned classes or duties.

- D. In such instances when a member who has reported to school at the beginning of the school day must leave due to illness or other emergency, the principal shall be authorized to assign any member including an assistant principal if necessary who may have an unassigned period to substitute for the absent member. In such emergencies, and when possible, available qualified members shall be selected from a rotating list to insure equitable distribution of such assignments.
- E. Senior High or Middle School members assigned to special curriculum projects as designated by the Superintendent shall for the pilot period have teaching periods reduced by one period and be provided with one period each day to be used for preparation, evaluation and/or revision of teaching materials, or for workshop meetings. This special period shall be in addition to any contract provision for the usual preparation or unassigned periods.
- F. Elementary school teachers assigned to special curriculum projects as designated by the Superintendent shall be allowed, for preparation, evaluation and/or revision of teaching materials, or for workshop meetings, the two-hour period set aside each week, provided that the right of the principal to call a monthly meeting will not be abrogated.
- G. Effective School Year 2013-2014, on any Monday, Tuesday, Thursday, or Friday during which an Elementary teacher has no regularly scheduled preparation and planning time, as described in Section C that teacher shall receive a minimum of 20 minutes of supplemental planning time to be provided by a substitute teacher. Such supplemental planning time shall be scheduled in September for the school year; and such 20-minute supplemental planning period is in addition to any regularly-scheduled preparation and planning period and shall neither establish 20 minutes as a precedent length for the length of a regularly scheduled preparation and planning period, nor substitute for any regularly scheduled preparation and planning period.

Effective School Year 2016-2017, on any Monday, Tuesday, Thursday, or Friday during which an Elementary teacher has no regularly scheduled preparation and planning time, as described in Section C, that teacher shall receive a minimum of 30 minutes of supplemental planning time to be provided by a substitute teacher. Such supplemental planning time shall be scheduled in September for the school year; and such 30-minute supplemental planning period is included as part of any regularly-scheduled preparation and planning period as described in Section C of this Article and shall neither establish 30 minutes as a precedent length of a regularly scheduled preparation and planning period, nor substitute for any regularly-scheduled preparation and planning period.

Effective September 1, 2016, it is agreed that the Committee will grant middle school members additional preparation time by converting one (1) early release day designated for member professional development into one (1) early release day designated for middle school members' in-building preparation time. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

Effective September 1, 2018, it is agreed that the Committee will grant middle school members additional preparation time by converting one (1) early release day designated for member professional development into one (1) early release day designated for middle school members' in-building preparation time. This preparation period will be in addition to the aforementioned preparation time period added on September 1, 2016. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

Effective September 1, 2016, it is agreed that the Committee will grant high school members additional preparation time by converting one (1) full-day Wednesday to an early release day Wednesday. This early release day Wednesday shall be for the purpose of in-building preparation time for high school members. It is agreed that the Committee reserves the right to determine which Wednesday during the school year shall be changed to an early release Wednesday for this purpose.

Effective September 1, 2018, it is agreed that the Committee will grant high school members additional preparation time by converting one (1) full-day Wednesday to an early release day Wednesday. This early release day Wednesday shall be for the purpose of in-building preparation time for high school members. This early release day preparation period will be in addition to the aforementioned preparation time period added on September 1, 2016. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

- H. All Middle School Special Education Teachers who teach three or more academic classes will be provided with 120 minutes of additional preparation time each month during the contractual day.

On two occasions during the student day, and scheduled on the Professional Development Calendar, related service providers who are providing scheduled services, vision specialists, mobility specialists, hearing specialists, and special education therapists including speech/language, occupational and physical therapists shall be provided four (4) hours for the purpose of report writing and other paperwork.

- I. Members at the Middle School and High School levels, grades 6-12 who teach core academic subjects or any course receiving a grade excluding grades of S, E, or U shall use QPS designated student information system (currently Aspen) for daily attendance, grades, and progress report and report card entry. Members at the Middle School and High School levels shall use the public gradebook so that parents can effectively monitor their student(s) educational progress. Members at the Middle and High School levels shall update this public gradebook once every two weeks. The district will provide training to educators on the designated student information system within the contractual day not less than once per school year and within 30 days of hire.

Nothing in the provisions of this Section shall be interpreted as requiring any change in curriculum, instructional design, or standards for evaluation as currently practiced by Members.

- J. Effective September 1, 2026, Quincy Public Schools offers at no cost to Unit members, and teachers must take and pass, a course for in service credit within a teacher's first

three years with the district, regarding the following course topics:

- Curriculum
- Classroom Management

This requirement may be waived at the recommendation of an educator’s direct supervisor or Principal.

- K. Effective September 1, 2025, teachers in their first year in the role of teacher in QPS must attain CPR and AED certification. The district will offer four (4) classes per year and the district will pay the cost of certification. Educators shall not be responsible for maintaining such certification beyond the first year of employment.

**ARTICLE VII
SCHOOL HOURS AND YEAR**

- A. The Committee determines, subject to law and to applicable regulation of superior authority, the school attendance required of pupils both as to the number of hours per day and the number of days per year. The Committee also determines, subject to as aforesaid, the opening and closing times of the school year. As soon as reasonably possible and, if practicable, not later than June 15, the Committee shall fix the school calendar for the next following school year and the opening and closing time of each school for required pupil attendance and shall advise the Association and the members of such calendar and times. The calendar shall be posted in each school as shall the opening and closing times for such school. It is understood that the calendar and the opening and closing times may be changed by the Committee after consultation with the Association if necessary to meet unanticipated circumstances or emergencies.
- B. Members who are classroom teachers shall not, however, be scheduled for required attendance in a school for more than the respective number of hours per week which follow, namely:
- | | | |
|----------------------------|----------|------------|
| Elementary School Teachers | 26 hours | 40 minutes |
| Middle School Teachers | 28 hours | 45 minutes |
| Senior High Teachers | 31 hours | 15 minutes |
- C. A member's thirty (30) minute duty-free lunch period will not be included in the computation of hours set forth in paragraph B above.
- D. It is understood that passing time immediately before and/or after the scheduled lunch period is included in said thirty (30) minute duty-free lunch period.
- E. Members at the Middle School level shall be allowed two (2) Wednesday afternoons each month without students to be used for the development of the Middle School concept and interdisciplinary team planning. Such release Wednesdays shall be suspended at the commencement of each school year to insure compliance with the minimum number of hours of school attendance. On or before April 1 of each school year, representatives of the parties shall meet to determine the schedule of release Wednesdays for the remainder of the school year. Such days shall be rescheduled to provide for as many release Wednesdays as are possible while still

meeting the minimum number of hours of school attendance as required by Massachusetts Board of Education Regulation 603:29.00, Inc.

- F. All other members shall be in attendance in their school for such periods of time as may be required for the discharge of their responsibilities which shall normally include, in the case of members who are counselors, the hours of required pupil attendance, and members who are librarians or in charge of other special facilities, the hours during which such facilities are open for pupil use.
- G. Members who are elementary school teachers agree to be present for professional development purposes for one (1) hour and thirty (30) minutes on a specified afternoon each week on which classes will not be scheduled. Such purposes may include staff meetings on a building, grade, or subject matter basis, and other purposes, all as accepted and scheduled by the Superintendent, after consultation with the Association, as contributing to educational improvement of the Quincy School System. Effective September 1, 2025, the Committee and the Association acknowledge the authority of principals to schedule a staff meeting once per month beyond the bounds of the foregoing language of this section, not exceeding sixty (60) minutes, to ensure that staff are able to meet during months when days regularly scheduled for principal led staff meeting are otherwise filled by other duties such as report card conferences, holidays, etc. Communication of these meetings will be consistent with the current distribution of the professional development calendar. Such meetings will not exceed two occasions during the school year; meetings will not be scheduled during months when there are already scheduled principal staff meetings.
- H. The Committee and the Association further agree that to aid in the implementation of innovative programs and to insure a commitment for quality education for all students, eight (8) afternoons per year, from 1:00 P.M. to 3:00 P.M., will be provided for secondary staff to attend workshops approved by the Superintendent, said workshops to be held on the second Wednesday of each month commencing in October 1973; in those instances where a holiday falls on the second Wednesday, the workshop will be held on the third Wednesday of that month. Any other variation of this date must have the approval of the Superintendent of Schools after consultation with the President of the Association. Effective September 1, 2025, the Committee and the Association acknowledge the authority of principals to schedule a staff meeting once per month beyond the bounds of the foregoing language of this section, not exceeding sixty (60) minutes, to ensure that staff are able to meet during months when days regularly scheduled for principal led staff meeting are otherwise filled by other duties such as report card conferences, holidays, etc. Communication of these meetings will be consistent with the current distribution of the professional development calendar. Such meetings will not exceed two occasions during the school year; meetings will not be scheduled during months when there are already scheduled principal staff meetings.
- I. Effective September 1, 2025, The Committee and the Association further agree that subject to any further order of any State agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specifically provided below be one hundred eighty-three (183) days, of which two (2) days, the Thursday and Tuesday before the opening of classes, are provided for a general meeting and/or Professional Development/Curriculum Development of the professional staff and one (1) day, Election Day, is provided for a full day of Professional

Development / Curriculum Development, and one hundred eighty (180) days are provided for classes. The Thursday before classes will include one hundred fifty (150) minutes of scheduled time for a general meeting and/or Professional Development / Curriculum Development and the remainder of that Thursday provided for all members to set up their classrooms/workspaces. The Tuesday before classes will include a general meeting, Professional Development/Curriculum Development, and a minimum of one hundred twenty (120) minutes for educators to set up their classrooms/workspaces. School nurses may opt to use their 183rd day at the beginning of the school year when there are no students present in order to prepare for the start of the new school year. Each high school will be granted a maximum of 8 paid hours to be paid to school nurses who are responsible for preparations for student athletics.

- J. The work year for ROTC Instructors shall be the teacher work year plus additional time necessary to perform those functions unique to the ROTC program. Such additional time shall include requirements established by the Air Force.
- K. Newly appointed members shall also be present for orientation and training sessions on the three (3) days before the day of the General Meeting.
- L. High School Head Guidance Counselors shall also be present for three (3) weeks in addition to the generally applicable one hundred eighty-three (183) days. Said three (3) weeks shall consist of one (1) or two (2) weeks after the close of school in June and before school opens in September. In addition, the work year for High School Head Guidance Counselors may be extended beyond the aforementioned one hundred eighty-three (183) days plus three (3) weeks if, in the judgment of the Superintendent or his/her designee, additional workdays are required. Such additional workdays shall not exceed twenty (20) days, to be scheduled by mutual agreement between the High School Head Guidance Counselor and the Superintendent or his/her designee. Secondary High School Special Education Department Chairs, System-wide Special Education Team Administrators, and School to Career Facilitators shall also be present for two (2) weeks in addition to the generally applicable one hundred eighty-three (183) days. Additional days described in this section shall be compensated at the individual's per diem rate of pay.
- M. Citywide Department Heads shall also be present for one (1) week in addition to the generally applicable 183 days. Said week shall be compensated at the individual department head's per diem rate of pay.
- N. It is agreed by the Committee that if at least one (1) day as set forth in this Article is available after April, it shall be designated as "Quincy Schools/Quincy Education Association Institute Day". On this day, school shall not be in session in order that a full day of activities may be conducted designed:
 - 1. toward fostering the learning process goals of Quincy's Design for Learning
 - 2. toward the sharing of innovative ideas and practices within the system
 - 3. toward the familiarization of school personnel with media and methods of on-going projects.

The planning and implementation shall be carried on through a joint effort of the Association and the office of the Superintendent, through the appointment of a committee by them, respectively.

O. Members may be required to attend one (1) evening meeting per school year for the purpose of parent/guardian conferences / meetings. Effective September 1, 2003, one (1) additional evening meeting per school year shall be added for the purpose of open house. Effective September 1, 2004, one (1) additional evening meeting per school year shall be added for the purpose of an additional parent/guardian conference. Such meetings shall be scheduled at least one month in advance, shall be of a maximum of two (2) hours duration and members shall receive compensatory time during the second or fourth release Wednesday afternoon during the month.

P. PROFESSIONAL DEVELOPMENT / CURRICULUM DEVELOPMENT PROGRAM

In addition to the Election Day full day of professional development, members may be required to attend up to two (2) Professional Development / Curriculum Development Sessions during the school year at the discretion of the Superintendent. The purpose of the Sessions shall be for professional development and/or curriculum development, and shall not involve student instruction or supervision and shall be subject to the following:

1. The schedule of Sessions for the school year shall be developed by the Superintendent after consultation with the President of the Association. The schedule for the first half of the school year shall be provided to members no later than the Friday after Labor Day and the schedule for the second half of the school year shall be provided to members no later than December 15th of the school year. It is understood that changes in the schedule due to unforeseen circumstances may occur. In such cases, members who have personal or professional obligations made prior to the schedule change shall be accommodated.
2. Each Session shall be of no greater than two (2) hours in duration for a total of 4 hours each school year and shall commence immediately at the close of the school day. Professional Development / Curriculum Development Sessions held on Election Day shall be scheduled during regular contractual hours.
3. Members who participate on planning committees for the Program shall serve on a voluntary basis and, if not during the regular school hours, shall be compensated at the hourly rate. Planning Committee participants who meet during school hours shall not be compensated for said hours at the hourly rate; however, such hours shall be credited towards meeting the Professional Development requirements of this Section on an hour to hour basis. Planning Committee members will establish and monitor a workshop evaluation instrument and schedule a series of workshops to improve/train facilitators. The Association representatives shall consist of members of the following: one (1) early childhood, two (2) elementary, two (2) middle school and two (2) high school. The remaining members will be appointed by the Superintendent of Schools.
4. It is understood by the parties that additional research, reading and writing specifically related to the goals of the Program will be required of each member for the Program to be successful. The time to be spent on additional reading, research and writing will be scheduled by each individual member or group of members at his/her discretion and no greater than a total of ten (10) hours per school year will be required. It is further understood that the Quincy Public Schools may facilitate these activities by providing relevant reading and/or research materials.

5. Members who prepare and present a Professional Development Session shall be deemed to have completed two (2) Professional Development Sessions for purposes of this Section.

ARTICLE VIII PHYSICAL FACILITIES FOR MEMBERS

The Committee and the Association agree that all new school construction should include the following facilities and that, where practicable without substantial expenditure, they should be provided in existing school structures, namely:

- A. a separate workroom in each building with adequate equipment and supplies to aid in the preparation of instructional materials.
- B. an appropriately furnished room to be reserved for the use of members as a faculty lounge. A pay telephone may be installed in each room.
- C. a system whereby members can effectively and expeditiously communicate with the principal's office from their classrooms.
- D. The district will conduct a communications assessment and identify mitigation strategies for areas lacking working communication systems. This assessment will be conducted no later than November 1, 2025.

The Committee and the Association agree that all schools shall include, within two (2) years from September 1, 1971, space in each classroom in which members may safely store instructional materials and supplies in a locking space, such as a cabinet or a desk.

ARTICLE IX PROFESSIONAL DEVELOPMENT

The Committee and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of the Quincy School System, members should undertake professional development on a continuing basis. This professional development shall be consistent with the requirements of M.G.L. Ch.71, S.38Q. The Committee may establish formal requirements as to courses to be taken, conferences to be attended, or other means of professional improvement to be undertaken by members as a condition of employment or of advancement on the salary schedule, but no such requirements not in effect at the effective date of this Contract shall be adopted or any requirement then in effect be changed by the Committee unless the Association shall have assented to the same. The Committee may also authorize or approve the taking of a course, the attendance at a conference or the undertaking of other means of professional improvement by a member whether or not the same be required. Any such approval or authorization shall be given in advance in writing signed by the Superintendent or Assistant Superintendent.

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members for, the tuition and fees incurred by said members for courses required, authorized or approved as provided above or for expenses of attendance at conferences or of undertaking other means of professional improvement so required, authorized or approved, provided, however, that no payment or

reimbursement shall be made in respect of any course taken for the purpose of advancement in salary pursuant to any requirement or provision of the salary schedule incorporated herein.

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members at the five and one-half (5 ½) step six (6) level or higher level on the pay scale, tuition and fees incurred by said members for courses authorized or approved and that the Committee shall cause to appear in its budget the sum of fifty thousand dollars (\$50,000.) for funding said payments, for members and members of the administrative bargaining unit.

Accordingly, the Committee and the Association agree to choose a Course Approval Committee, consisting of five (5) members, two (2) of whom shall be chosen by the Association, one (1) from the Secondary level, and three (3) to be chosen by the Committee.

The purpose of said Committee will be the determination of full payment by the School Committee for courses requested by school personnel on the five and one-half (5 ½) step six (6) level.

The courses referred to must speak to enrichment of subject material areas that are being taught by the member seeking authorization; and courses in the area of learning theory and behavioral objectives that would be determined relevant by the Course Approval Committee.

When other forms of payment, such as vouchers, are available for courses requested of a specific institution, said voucher will supersede payment by the School Committee.

Any school nurse who has completed one (1) year of service in the Quincy Public Schools may apply in writing to the Coordinator of Health Services for leave without loss of pay to attend professional conferences and/or workshops. Such written application must be made at least one (1) week prior to the time requested for such leave. The Coordinator of Health Services at his/her discretion may grant the request, but in no event will a school nurse be granted such a leave for more than three (3) days in any school year.

ARTICLE X SICK LEAVE

Members shall be allowed fifteen (15) days of sick leave in each year for absences resulting from illness or accident of the member or of a member of his/her immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years plus those allowed for such year.

No doctor's certificate shall be required for any absence of not more than five (5) school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of disability will be required if the absence continues for the sixth (6th) consecutive school day and may be required for any repeated absence. This certificate shall be presented within ten (10) days of the beginning of the absence and the Superintendent may require further certificates for any continuing absence or questionable absences.

The sick leave allowable for any year shall be available in full at the commencement of the year provided that if any member shall not be present on the first day of work in September he/she shall not be entitled to any sick leave allowable for such year unless he/she shall report for duty during such year. If he/she shall so report and shall thereafter serve one (1) month, he/she may apply in writing for sick leave allowance on account of the earlier absence, if such absence resulted from illness or accident. Any such

application must be accompanied by a doctor's certificate meeting requirements of the next preceding paragraph.

Each member shall, upon his/her request, be advised once each school year of the number of days of unused sick leave which he/she has to his/her credit.

If the employment by the Quincy School System of a member shall cease because of his/her retirement or death after he/she has completed twenty (20) years of professional service in the system, he/she or his/her estate, as the case may be, shall be paid an amount equal to his/her full pay at the time his/her employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of twenty (20) of his/her accumulated and unused sick leave. Effective September 1, 1991, increase twenty (20) days to thirty (30) days of his/her accumulated and unused sick leave. This provision is not applicable to any member hired on July 1, 2013 or thereafter.

At the principal's discretion, sick leave usage may be scheduled in full or partial day increments of not less than one half of the contractual day. For medical related appointments, twenty-four hours' notice must be given to the administration.

Teachers are eligible for annual sick leave buy back pay according to the following terms and increments:

- Teachers who use zero sick day accruals are eligible to give back up to five sick days in exchange for \$1,200, four sick days for \$800, three sick days for \$560, or two sick days for \$400.
- Teachers who use one sick day accrual are eligible to give back four sick days in exchange for \$800, three sick days in exchange for \$560, or two sick days for \$400.
- Teachers who use two sick day accruals are eligible to give back three sick days in exchange for \$560, or two sick days for \$400.
- Teachers who use three sick day accruals are eligible to give back two sick days for \$400.

Eligible teachers can make their selection option known by filling out an electronic Buy Back form with the Payroll office by the last day of school.

EXTENDED SICK LEAVE PLAN

Effective September 1, 2026, the Extended Sick Leave Plan shall be discontinued and replaced with a Sick Leave Bank.

SICK LEAVE BANK

A. Purpose

Effective September 1, 2026, a Sick Leave Bank shall be established. The Sick Leave Bank will enable all members of the bargaining unit to voluntarily contribute a portion as defined below of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used by a bargaining unit member intending to return immediately after the prolonged illness. No days may be withdrawn from the Sick Leave Bank for any reason other than personal illness. Days may not be withdrawn to permit a participant to remain at home to care for other members of their family.

B. General Provisions and Requirements for Eligibility

1. The Sick Leave Bank will be used only when the member is prevented from working because of illness or injury and when this disability is of a prolonged nature; that is fifteen (15) consecutive working days or more.
2. A qualified medical statement certifying the disability, illness or accident together with any appropriate medical evidence the Sick Leave Bank Committee deems relevant and necessary to its decision shall be required. The parties shall also consider an employee's pattern of utilization of the Sick Leave Buyback provision of this Article. All parties agree that such information shall be treated as highly personal and confidential and shall not be divulged to any persons other than the Superintendent, Sick Leave Bank Committee, or designees.
3. The Sick Leave Bank will cover prolonged illness, but only after the member has exhausted the balance of their accumulated sick days. This provision shall not prevent a member who reasonably projects they will exhaust their accumulated sick days during the course of an illness or injury from applying for consideration to the Sick Leave Bank Committee prior to the exhaustion of such leave.
4. The Sick Bank Committee's initial grant of sick days shall not exceed thirty (30) days with full pay for any one prolonged illness. Upon completion of the thirty (30) day period, the employee may apply for reconsideration by the Sick Bank Committee, who may grant additional days to be allocated in up to thirty (30) day increments. The employee must submit medical documentation to demonstrate the need for the additional days.
5. In order to receive Sick Leave Bank benefits, applicants must meet the qualifications specified in Section C. Membership.
6. The assessment of sick leave for part time employees will be prorated based upon their full-time equivalency status.
7. Any sick bank days granted but not used will be re-credited to the bank. No grants may be made for use in, or carried over to, future school years.
8. All days not granted and/or re-credited to the bank at the end of a school year will be carried forward to subsequent school years. Sick Leave Bank Days will be carried over from year to year.

C. Membership

Bargaining unit members who are hired before October 30 shall be eligible for membership in the sick bank on the first day of their third year of employment. All other bargaining unit members shall be eligible for membership in the sick bank after completing 360 days of service to the district.

As of September 1, 2026, all bargaining unit members with more than 360 days of service to the district shall have one (1) day deducted from their personal sick leave and credited to the Sick Bank.

Any bargaining unit member hired after September 1, 2026, shall have one (1) sick day deducted from their personal sick leave and credited to the Bank at the start of their third year or after the completion of 360 days of service to the district.

Any bargaining unit member who does not wish to participate in the Bank must notify the Human Resources office in writing of their desire not to participate in the Bank. Once an individual opts out of the Bank, that individual may not opt back in at any point in the future and any days that have been donated to the Bank from his/her personal accumulated sick leave shall remain in the Bank.

If the Sick Leave Bank falls below one hundred (100) days, eligible bargaining unit members must contribute one (1) additional sick day in order to continue membership in the Bank.

D. Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The decisions of the committee shall be based on the requirements as specified above. Only those bargaining unit members who voluntarily contribute to this Bank shall be eligible for its benefits.

Decisions of the Sick Leave Bank Committee are final and binding and shall not be subject to grievance or arbitration.

The Administration will be responsible for an accounting of the additions and disbursements to and from the Bank and shall provide timely access to such accounts when requested by the Association.

Reports of use and contributions of the Sick Leave Bank shall be reported annually to the Association, and School Committee by the Sick Leave Bank Committee.

During the first three (3) years of the Bank, the Sick Leave Bank Committee will reconvene in June each year to review the implementation and use of the Bank and whether any revisions to the procedures set forth above are necessary. Any joint recommendations of the Committee will be brought to the Negotiation teams for review and negotiation.

ARTICLE XI TEMPORARY LEAVE OF ABSENCE

A. Bereavement Leave

Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, or member of his/her immediate household. Any of the five (5) days in excess of three (3) will be charged to sick leave.

Bereavement Leave shall be administered as follows:

- A. Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, or father-in-law, or pregnancy loss. Any of the five (5) days in excess of three (3) will be charged to sick leave.

- B. Each member shall be allowed up to two (2) days of leave with pay during the school year each time there is a death of a grandparent, grandparent-in-law or a grandchild, aunt, or uncle.
- C. An absence of up to one (1) scheduled work day with pay may be authorized by the Superintendent to permit a member to attend services of family members other than the "immediate" family members listed in subsections A and B above.
- D. If lengthy travel is required to attend services for family members listed in sections B and C above, an additional day of paid bereavement leave may be granted at the discretion of the Superintendent.
- E. If there are extenuating circumstances necessitating additional bereavement leave, the Superintendent may grant additional paid bereavement leave.

B. Professional and Miscellaneous

The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills and expertise.

Upon appointment by the Superintendent, Research Assistants who report directly to the Superintendent shall be granted temporary leaves of absence; and further during the period of said temporary leave of absence shall be excluded as members of the bargaining unit. Upon return from such leave, such member shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent and will return as a member of the bargaining unit.

Upon request of the Association, the President shall be granted released time for Association business for up to twenty (20) school days without pay provided that the past practice of released time ceases.

**ARTICLE XII
PERSONAL LEAVE**

Each member shall be allowed up to two (2) days leave with full pay during each school year, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Except in emergencies, the member taking leave hereunder shall give his/her appropriate immediate supervisor written notice of his/her intention to take such leave at least one (1) school day in advance of the day he/she proposes to be absent. A member need not specify his/her reason for taking leave under this Article.

Except in emergency situations which are authorized by the Superintendent or his designee, no personal leave shall be allowed two (2) days before or two (2) days after a vacation period. A member shall specify his/her reason for taking personal leave if it is sought for the day before or the day after a holiday occurring on a school day. The granting of leave on any such day shall be at the discretion of the Superintendent or administrator designated by him/her.

At the end of each contract year, up to two of each member's unused personal days shall be converted into available sick days.

Upon one (1) week's written application to the Superintendent by a member, the Superintendent shall grant a one day leave of absence with pay to observe religious holy days where the tenets of the member's religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. The written application process, which will be communicated to all staff, is as follows: not less than one week prior to the requested date of leave, the member shall email the Superintendent, the Director of Human Resources, and the building principal, indicating the date for requested leave. Each member shall be allowed two (2) additional days of leave with pay for this purpose, such leave shall be charged to either sick leave or personal leave at the member's discretion. Each member shall also be allowed two (2) additional days of leave with pay, minus a substitute's pay, and additional days of leave without pay if required for the observance of such days.

ARTICLE XIII PARENTAL LEAVE

An eligible member who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence specifying the dates requested for the beginning and end of the leave. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the member's assignments. Upon receipt of at least two (2) week's written notice of anticipated date of departure and intention to return, and if the appropriate documentation is provided, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act and/or up to eight (8) weeks in accordance with the provisions of the Massachusetts Parental Leave Act (MPLA) (General Laws Chapter 149, Section 105D).

A parental leave of absence shall be up to sixty (60) school days, commencing at the time of the child's birth/adoption or at the start of the next school year for a summer birth/adoption. Holidays are counted as part of this leave, but school vacations and summer months are not counted in computing the 60 days of leave. Any leave taken under this section will run concurrently with leave taken under Family and Medical Leave Act (FMLA) or the Massachusetts Parental Leave Act. A member shall receive their full contractual pay and shall not have the time/days, up to a maximum of ten (10) days, deducted from existing contractual leave benefits. The remaining up to fifty (50) days of such leave will be unpaid. On September 1, 2027, a member shall receive their full contractual pay and shall not have the time/days, up to a maximum of fifteen (15) days, deducted from existing contractual leave benefits. The remaining up to forty-five (45) days of such leave will be unpaid. A member may use their accrued sick leave in lieu of unpaid time for such leave. Under no circumstances will paid leave using sick accruals be permitted during the summer vacation period.

In their first three years of employment with the Quincy Public Schools and while they do not have Professional Teacher Status, after a member has exhausted their own sick leave accrual, a member may borrow up to ten (10) days of sick leave in the first occurrence and up to five (5) days in the second occurrence against future sick leave accruals for a total of up to fifteen (15) borrowed sick days in the first three years of employment. Any borrowed days will be deducted from the member's accrual in the next contract year at a rate of two days per year if ten or less days are borrowed and up to three days per year if 11 or more days are borrowed until such borrowed sick leave is repaid.

During the unpaid portion of parental leave, the School Committee will maintain the member's existing health insurance, dental insurance, and other benefits. The member will continue to be responsible for the member's percentage of the health insurance and other insurance premiums.

If a member wishes to extend parental leave beyond twelve weeks, the member must notify the Superintendent two weeks prior to the previously stated intention to return. Such extended leave will be according to Article XV, Extended Leave of Absence Without Pay, Section 4.

ARTICLE XIV SABBATICAL LEAVE

- A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Superintendent and the Accreditation Board:
1. No more than one percent (1%) of the professional staff shall be absent on sabbatical leave at any one (1) time.
 2. Only those persons who have completed six (6) years on the professional staff in the Quincy Public Schools shall be eligible for sabbatical leave. There shall be a minimum interval of six (6) years between sabbatical leaves except upon recommendation of the Accreditation Board.
 3. Any member who desires to apply for sabbatical leave shall make such application on an application form devised by the Accreditation Board and shall submit such application to the Accreditation Board by March 1 if the leave is to commence the following September or by September 1 if the leave is to commence the following February.
 4. In passing on an application for sabbatical leave, the Accreditation Board will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research study to Quincy Public Schools and relationship to professional growth of applicant; urgency of proposed research or study, and distribution of candidates by school levels (i.e. elementary, middle school and senior high).
 5. The Accreditation Board will make its recommendations to the Superintendent who shall in turn make his recommendation to the Committee.
 6. Any member accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts. (See Exhibit A - law spelled out.)
 7. When the sabbatical leave has been completed, the sabbatical scholar shall submit a report of his/her research or study for the Superintendent in such form as has been determined by the Accreditation Board.
 8. The Superintendent will inform any member on sabbatical leave of opportunity for advancement and promotion and such member shall be considered for such advancement or promotion in the same manner as those who are presently in service.
 9. Each member granted a full year's sabbatical leave shall have the right to return to a substantially equivalent position.

10. A sabbatical scholar on half-year leave shall receive full salary, including the current increment, and shall have the right to return to a position substantially equivalent to his/her former position.

11. A sabbatical scholar on a one-year leave shall receive two-thirds (2/3) salary, including current increment.

B. The Accreditation Board shall consist of the Superintendent, or appropriate Learning Management Team (LMT) member, the Assistant Superintendent designated by the Superintendent, a principal designated by the principals and three (3) members of the professional staff other than principals designated by the Association. The principal and the three (3) members of the professional staff shall be appointed to two-year terms so arranged that each year the terms of two (2) of these four (4) persons shall expire. Wherever reference is made in the Contract to the Accreditation Board, it shall mean the Accreditation Board provided for by this clause.

ARTICLE XV EXTENDED LEAVE OF ABSENCE WITHOUT PAY

All leaves of absence in this Article shall be granted by the Superintendent consistent with the following:

1. The Committee agrees that up to three (3) members designated by the Association shall, upon request, be granted leaves of absence for up to two (2) years without pay for the purpose of engaging in activities of the National Education Association or of any of its local, state or national affiliates. The Superintendent need not, however, grant such leave to any member who has been on sabbatical leave within the past two (2) years or who could not be replaced on a temporary basis without substantial harm to the educational program of the Quincy Public Schools. A decision by the Superintendent not to grant such leave on the grounds that the member cannot be replaced as aforesaid may be submitted to arbitration under Article IV. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. A leave of absence without pay of up to two (2) years will be granted to any member who joins the Peace Corps or any formal national or state program similar thereto in its social service or educational purposes, provided, that the Superintendent need not grant such leave to any member who would not be granted leave under Paragraph One. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
3. Military leave will be granted to any member who is inducted or enlists in any branch of the armed forces of the United States. The period of such leave shall be the period of continuous service required by such induction or enlistment but shall not continue into any period of additional voluntary service. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
4. Parental leave without pay or increment will be granted to members having Professional Teacher Status. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness may be required prior to return from such leave. A member on parental leave must notify the

- Superintendent in writing on or before March 1 of their intention to return to school the following September.
5. A leave of absence without pay or increment may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of a member's immediate family.
 6. A leave of absence without pay of up to two (2) years may be granted to any member for purposes of exploring an alternative career. Such leaves shall be granted solely at the discretion of the Superintendent.
 7. The Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to a member to campaign for or serve in a public office.
 8. Any member whose absence because of continuing illness or effects of accident extends beyond the period of sick leave available to him/her may be granted additional leave of absence without pay at the discretion of the Superintendent, having in mind his/her prior service and the best interests of the Quincy School System.
 9. Any member desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the Superintendent, indicating the period of proposed absence and the reason therefor. All applications for leaves or extensions shall be acted upon in writing.
 10. All benefits to which a member was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practicable and consistent with the maintenance of educational standards and to the extent permitted by law, be returned to an assignment comparable to that which he/she held immediately prior to going on leave.
 11. Members who intend to return from a leave of absence shall so notify the Superintendent by March 1 of the year in which they intend to return.

**ARTICLE XVI
GROUP INSURANCE PLAN**

Life Insurance, Accidental Death and Dismemberment Insurance, Hospital, Medical, Dental, and Surgical Insurance shall be available to all members pursuant to the City Wide Group Insurance Plan to be financed by the Committee and the participating members.

For the period July 1, 2012, through June 30, 2018, health insurance is provided through the Commonwealth of Massachusetts Group Insurance commission (GIC) as per the agreement between the City of Quincy and the Public Employee Committee as follows:

A. Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO)

The premium contributions for the GIC HMO and PPO plans is as follows:

	<u>City</u>	<u>Subscriber</u>
7/1/12	90%	10%
7/1/13	89%	11%
7/1/14	88%	12%
7/1/15	87%	13%
7/1/16	86%	14%
7/1/17	85%	15%

B. Indemnity Plans

The City will contribute 75% of the premium or cost for any indemnity plans offered by the GIC and the subscriber shall contribute 25%.

C. Dental Insurance

The City shall maintain the current dental insurance plan designs. Effective July 1, 2012, the maximum benefit per calendar year for each covered member in the dental insurance plan shall be increased from \$1,000 to \$1,500. The City will contribute 50% of the premium and the subscriber shall contribute 50%.

**ARTICLE XVII
TAX SHELTERED ANNUITY**

So as to provide for a non-forfeitable annuity, payable upon retirement or termination of employment, a member may contract with the Committee for the purchase of any annuity pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

The Committee agrees that it shall not offer to a teacher any annuity plan to the exclusion of any other plan, whether group or individual, and the Association and the Committee shall meet on or before May 1, and October 1 of each year to determine which plan or plans and the company or companies to be used as carriers for said plans for the next succeeding year.

**ARTICLE XVIII
WORKERS' COMPENSATION BENEFITS**

In recognition of the complexity of issues relating to health and safety, including Worker's Compensation law, the Committee and the Association agree to form a Joint Labor-Management Committee ("JLMC"). The objective of the JLMC is a recommendation for the Committee to consider regarding personal injury benefits, reporting obligations and safety protocols, including the areas of environmental and climate control, building safety and security, and physical, emotional or mental harm or harassment towards a member of the Association. This JLMC, composed of 3 representatives of the QEA and 3 members of the Committee, will meet throughout the summer on at least three occasions. All recommendations shall be subject to ratification by the QEA and the School Committee.

1. The Committee will reimburse an educator for:
 - a. The replacement cost of any medical devices including but not limited to hearing aids and corrective lenses damaged or destroyed in the course of one's work duties; and
 - b. any clothing or other personal property damaged or destroyed in the course of one's work duties; and

- c. the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties

Any replacement costs in subsections 1a, 1b, and 1c are subject to prior approval by the Superintendent or his or her designee. Any such claim outside of medical billing must be submitted within 30 days of the incident that caused the loss and must be submitted within the same fiscal year of the loss. Documentation of the purchase must be provided to receive a reimbursement. The Committee will consider depreciation when determining replacement costs. Such replacement costs are not to exceed \$500 for non-medical items for any member in any school year.

ARTICLE XIX DISCIPLINE AND DISMISSAL

1. **STATUTES APPLICABLE.** The parties agree that the provisions of such Sections 38H, 41, 42, 42D, and 43 of Chapter 71 of the General Laws of Massachusetts, as shall be applicable to any particular case of a proposed suspension, dismissal, demotion or reduction in salary of a member shall apply as provisions of this Contract and that any amendments made to any of said Sections shall constitute amendments of this Contract. Copies of said Sections are attached to this Contract as Exhibit A.
2. **ACTIONS RESPECTING MEMBERS TO WHOM STATUTES DO NOT APPLY.** The Superintendent and/or Principal may retain or terminate the services of a member not having Professional Teacher Status, as defined in M.G.L. Ch. 71, S. 42, but a claim that such action was taken in bad faith may be made the subject of grievance or arbitration proceeding hereunder.
3. In such instances where a school nurse is suspended or dismissed, such school nurse shall be suspended and/or dismissed in accordance with M.G.L., Chapter 31, and shall be afforded the rights enumerated under that statute. Said nurse shall be afforded any appeal procedures enumerated in M.G.L., Chapter 31, as may be from time to time amended, or may exercise the grievance and arbitration procedures contained in this Agreement, but in no case may a school nurse elect to use both appeal procedures. The election of one appeal procedure shall constitute a waiver of the other.

ARTICLE XX MEMBERS' ASSIGNMENTS, TRANSFERS AND RETIREMENTS

1. Members will be notified of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1, provided that in the event of a change in circumstances or conditions during the months of May through August such assignments may be changed as required to meet the situation.

2. In order to assure that pupils are taught by members working within their areas of competence, members shall not be assigned, except temporarily and for cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or major or minor fields of study.
3. Members who desire a change in grade and/or subject assignments or who desire to transfer to another building shall file a written statement of such desire with the Superintendent between September 1, and April 1 of each school year in order to be considered for the next school year. Such statement shall include the grade and/or subjects to which the member desires to be assigned and the school or schools, (in order of preference, if the member has preference), to which he/she desires to be assigned or transferred, and such statement shall include the reason for requesting such transfer. Such statement must be renewed each year, and will be acknowledged in writing.
4. As soon as practicable and under normal circumstances not later than one week prior to the close of the school year, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, vacancies in existing positions filled for the coming year, the names of persons reassigned, transferred and newly-appointed and the positions they have been given. Such presentation shall be made available for inspection by the Association, by members who have filed written statements under 3 above and by any other member who may request an inspection.
5. The following principles shall be applied in the reassignment or transfer of members:
 - a. Volunteers shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and other factors, including but not limited to the recommendations of the building principals involved, affecting the best interests of the Quincy School System and the pupils;
 - b. When other factors are substantially equal, preference will be given to the volunteer with the greatest number of years of service in the Quincy School System.
 - c. When involuntary transfers are necessary, a member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Quincy School System will be considered, together with instructional requirements and other factors affecting the best interests of the school system, in determining which member is transferred. Unless the best interests of the Quincy School System otherwise require, in the judgment of the Committee, members being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the member involved and the Superintendent (or his/her designee), at which time the member will be notified of the reasons for the proposed transfer. In the event that a member objects to the transfer at this meeting, upon the request of the member, the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the proposed transfer.

ARTICLE XXI PROMOTIONS

1. All vacancies in promotional positions, if filled, shall be filled pursuant to the following procedure:
 - a. Such vacancies shall be publicized to members by announcement through a district-wide email notice. Reasonable effort will be made to send notice in a district-wide email to all Association members, as far in advance of the date of filling such vacancy as possible (ordinarily at least seven (7) days), or if such vacancy occurs after the close of the schools in June and before they open in September, by mailing a copy of such notice to the Association and to every member who shall have filed his/her name and summer address with the Superintendent for the purpose of receiving such notice and to those members who in the discretion of the Superintendent should be notified.
 - b. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position and the compensation rate or range therefor.
 - c. Members who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.
 - d. The Superintendent may give notice of such vacancies, or otherwise seek applicants to fill the same, in such other ways as it, in its discretion, shall deem appropriate.
 - e. Such vacancies shall be filled on the basis of merit. Where merit is substantially equal, preference will be given to qualified members of the professional staff.
 - f. Insofar as practicable under the circumstances, appointments will normally be made not later than sixty (60) days after the notice is posted.
2. Promotional positions are defined as follows: positions paying a locally-funded salary differential and/or positions of the administrator-supervisory level, including but not limited to, positions as supervisor, assistant supervisor, director, assistant director, principal, assistant principal and departmental chairperson.
3. All vacancies (as defined above in the case of promotional positions) for specialists, special project teachers, summer and evening school directors, directors of Federal Projects and teacher-leaders under Federal projects shall be filled pursuant to the foregoing procedure.
4. The Superintendent will consider any criteria, in addition to or modification of those provided in this Contract, which the Association may suggest for use in the selection of persons to fill vacancies in promotional positions. At that time when the creation of a new promotional position is proposed the Superintendent will consider recommendations which the Association may make as to qualifications for and specifications of the positions and the compensation therefor.
5. On the screening committee which interviews and recommends candidates for promotional positions at the Administrative-supervisory level, assistant principal and up, there will be a representative designated by the Association.
6. Nothing in this Contract shall restrict the right of the Superintendent, exercising his/her judgment consistently with provisions hereof, to fill vacancies by appointment to others than members covered hereby.

ARTICLE XXII
POSITIONS IN SUMMER AND EVENING SCHOOLS
AND UNDER FEDERAL PROGRAMS

1. All teaching positions in summer school, evening school (High School level business and academic and adult civic education courses only) and under Federal programs will be publicized each year, or each contractual period under a Federal program, by sending a notice to the Association and each building principal and by posting a written notice on a bulletin board in every school as early as possible. Members who have applied will be notified of action taken regarding their application as early as possible.
2. No position shall be filled by a person not covered by this Contract if there is an equally qualified applicant for such a position who is a member.
3. In filling such positions consideration will be given to a member's area of competence, major and/or minor field of study, quality of teaching performance, attendance, record, length of service in Quincy School Systems, and, in case of summer or evening school, teaching experience.

ARTICLE XXIII
MEMBER EVALUATIONS

The following principles shall be applied in the evaluation of member performance:

1.
 - a. All monitoring or observation of the work performance of a member will be conducted openly and with full knowledge of the member. No public address or audio systems or other device permitting monitoring or observation of work performance other than by an individual present in the room shall be employed except with the prior knowledge and consent of the member.
 - b. Member performance shall be evaluated in light of all evidence pertinent to the discharge of the member's professional responsibilities and his/her exercise of professional judgment and not solely by his/her work in the classroom. The development of criteria for such evaluation shall be a task of the Professional Conditions Committee under ARTICLE VI. Reference handbook and rubrics in Appendix G.
 - c. A copy of each evaluation report shall be furnished to the member evaluated who shall have the right to discuss the same with the maker of the report.
2.
 - a. A member will have the right, upon written request, to review the contents of his/her personnel file and to have a representative of the Association accompany him/her.
 - b. No material originating after original hiring which is derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer

to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- c. (i) File drawers containing personnel files shall be locked at all times, except during business hours of the personnel office.
 - (ii) No persons, other than the member's current principal, the member, members of the Committee, the Assistant Superintendent in charge of instructional personnel, the Superintendent or his clerical designee, the Assistant Superintendent of Curriculum or his clerical designee, or the members of the Association's personnel screening committee, shall have access to a member's personnel file.
3. Any serious complaints regarding a member made to any member of the Committee, by, or coming to the Superintendent or the member's building principal from any parent, student or other person will be promptly called to the attention of the member.
 4. No complaint or request, concerning a professional staff member, in the form of a petition or otherwise shall be made a part of the business of a School Committee meeting unless notification to attend such a meeting has been given to the staff member involved.
 5. The Association recognizes the authority and responsibility of the Superintendent and/or principal to discipline or reprimand a member for delinquency in professional performance. If a member is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present. No member will be disciplined or reprimanded or deprived of any professional advantage without good and sufficient reason.
 6. It is understood that ROTC Instructors are evaluated regularly by the Air Force. In addition, the building principal may evaluate ROTC Instructors using the Teacher Evaluation Procedure.
 7. In such instances where a member who is subject to Chapter 71, Sections 42, 42A, or 42D is suspended for more than seven (7) days or is dismissed, such member shall have the rights enumerated under the above Sections without recourse to and in lieu of grievance and arbitration procedures set out under ARTICLE IV.

ARTICLE XXIV SALARY SCHEDULES AND STIPENDS

- A. The Basic Salary Schedule and the Schedule of Stipends to take effect with the school year commencing in September, 2025 are attached hereto and made part hereof as Exhibits B and D.
- B. Members who are paid differentials or stipends in which the activity is concluded prior to the close of school in June shall be paid said differential or stipend at the close of the semester subsequent to the conclusion of the activity.
- C. Each school nurse shall receive a uniform allowance of one hundred (\$100) dollars each year which may be used for either white uniform or white lab coats. Effective September 1, 2022, each school nurse shall receive two hundred and fifty (\$250) dollars each year which may be used for either uniform scrubs or lab coats.

ARTICLE XXV
ADMINISTRATION OF SALARY SCHEDULES

1. The Basic Salary Schedule is designed for regular classroom teachers.
2. Annual increments on the Basic Salary Schedule are based on an index ratio.
3. The levels of preparation have been established in terms of academic degrees and semester hour credits beyond those degrees. No member will be placed on the six-year (6) level without a Master's Degree.
4. In the initial employment of a member under the Basic Salary Schedule, credit may be allowed for teaching experience up to and not exceeding eight (8) years. For educators employed with a DESE Career and Technical Education license, credit may be allowed for professional experience in addition to or in place of teaching experience. One-half, or greater fraction of a year of teaching or professional experience is counted as one (1) year. If a half or greater fraction of a year of teaching or professional experience should be presented in addition to the first such fraction, the two shall be combined, with the fraction of a year beyond the full number of years having to be one-half or more to be counted. This will apply to teaching or professional experience outside of Quincy and to permanent substitute teaching in Quincy. However, the Committee, on the recommendation of the Superintendent shall be free in the placement of new teachers upon the schedule.
5. Member preparation credentials will be evaluated and final approval of evaluation will be made by the Committee. The Accreditation Board will make recommendations on the credits of professional staff members.
6. A member whose qualifications have been determined to qualify him/her for moving from one level of preparation to the next higher shall be placed at a salary step in the attained preparation scale higher than his/her former salary by an amount equal to the differential between the two classifications. Such transfers shall be made not more often than twice a year (September 1 and February 1). Evidence of courses taken by members must be submitted to the Superintendent not later than November 1 for a September change, and not later than April 1 for a February change.
7. An adjustment in salary to the amount of one-half (1/2) the differential will be made when a member has completed fifteen (15) semester hours of credit beyond the four (4) year level or the five (5) year level, and a second adjustment of one-half (1/2) the differential shall be granted when the next fifteen (15) semester hours of credit are accumulated.
8. A. Due to the varying credentials, certifications, industry experience, and education (High School Diploma/GED equivalent, Associate's Degree or Bachelor's degree) required for Career and Technical Education (CTE) Chapter 74 programs, initial placement for the salary level for Career and Technical Chapter 74 program teachers, including automotive technology, business technology, carpentry technology, criminal justice/public safety, culinary arts, design and visual communication, early education and care, electrical technology, engineering technology, fashion technology, film and television production, health care technology, information support and networking services, metal fabrication and joining technology, plumbing technology, and any other

future DESE approved Chapter 74 programs in the district shall be based on the teacher's CTE licensure classification. A Chapter 74 program teacher's previous education informs their DESE licensure classification, but for purposes of their placement on the teacher salary schedule, their licensure classification is the sole determinant up through placement at the level 6 ½ lane.

B. Career and Technical Education Chapter 74 program teacher(s) referenced in section A who obtain an applicable waiver from the Massachusetts Department of Elementary Secondary Education will be placed on the Level 4 ½ lane. Upon attainment of a Preliminary Vocational Technical Teacher license, the teacher will be placed on the Level 5 lane.

C. Career and Technical Education Chapter 74 program teacher(s) may be placed on the Level 5 lane of the Teacher's Salary Schedule by presenting evidence of a Preliminary Vocational Technical Teacher license from the Massachusetts Department of Elementary and Secondary Education.

D. As a result of the varying educational requirements associated with the Professional Vocational Technical Teacher Licensure classification, Career and Technical Education Chapter 74 program teachers referenced in section A must obtain the required additional college credits (21 or 39 credits, according to the Department of Elementary and Secondary Education licensure requirements for that teacher's specific Chapter 74 Program) to obtain a Professional Vocational Technical Teacher License. Career and Technical Education Chapter 74 program teacher(s) referenced in section A will be placed on the Level 6 ½ lane of the Teacher's Salary Schedule by presenting evidence of a Professional Vocational Technical Teacher license from the Massachusetts Department of Elementary and Secondary Education.

E. Career and Technical Education Chapter 74 program teacher(s) referenced in section A who have obtained their Preliminary Vocational Technical Teacher's License and who earn an additional fifteen (15) credits towards attaining their Professional Vocational Technical Teacher license will be placed on the Level 5 ½ lane.

F. Career and Technical Education Chapter 74 program teacher(s) referenced in section A who earn an additional fifteen (15) credits towards attaining their Professional Vocational Technical Teacher license, above the fifteen (15) credits applied to their placement on the Level 5 ½ lane, will be placed on the Level 6 lane.

G. Career and Technical Education Chapter 74 program teacher(s) referenced in section A may not move to the Level 6 ½ lane without attaining their Professional Vocational Technical Teacher license.

H. Career and Technical Education Chapter 74 program teacher(s) referenced in section A who have a Professional Vocational Technical Teacher license will move to the Level 6 ¾ lane upon attaining an additional fifteen (15) college or graduate credits; these credits can be content-specific credits or regular educational credits. Career and Technical Education Chapter 74 program teacher(s) referenced in section A may also move to the Level 6 ¾ lane, after earning their Professional Vocational Technical Teacher license, by presenting evidence of a degree(s) beyond their licensure classification.

I. Career and Technical Education Chapter 74 program teacher(s) referenced in section A who have obtained their Preliminary Vocational Technical Teacher's License and have been granted Professional Teacher Status will be eligible to access the Tuition Reimbursement fund as outlined in Article IX of the CBA.

J. Members will be moved and compensated retroactive to the first day of the 2025 school year once this agreement is ratified by the Association and the School Committee.

9. It is required that courses which are to be submitted for credit receive approval from the office of the Superintendent before being undertaken.

10. Members may not apply credits toward professional improvement for more than eight (8) semester hours in one (1) college semester during the school year while in service in Quincy. (Not to exceed two (2) courses.)

11. TRAVEL CREDITS

- a. In general, travel for credit must be summer travel, usually under the direction of a qualified agency, such as the National Education Association Travel Service or similar agency of high quality. The Accreditation Board may recommend exceptions to the Committee.
- b. Travel must be continuous. For example, a member cannot receive credit for two (2) weeks of travel, one (1) of which was spent traveling out to California or Colorado, etc., for summer study and the other on the return journey after summer study.
- c. A maximum of six (6) semester hours may be granted for travel in raising the level of preparation to the next higher level. To obtain credit for travel a preliminary travel form must be submitted to the Superintendent and approved before the member begins the trip. Normally, credit will not be granted to a member for a trip to the same or similar part of the country for which credit has been previously granted.
- d. In general, credit will be given on the following basis:
 1. two credits - minimum of four weeks of travel plus outline.
 2. a maximum of four credits - minimum of four weeks travel plus report.
 3. a maximum of six credits - a minimum of four weeks travel, report, plus teaching materials.
- e. An outline of the travel experience referred to in d(1) will be a day-by-day itinerary of the actual trip.

A report of the travel experience referred to in d(2) will be in the form of a paper (not a scrapbook) including a detailed description of the trip, and an explanation of how the travel experience can be related to the member's classroom work. It is recognized, however, that a reasonable amount of travel should have cultural value for all members and should broaden their points of view.

Teaching materials referred to in d(3) would include materials such as:

1. A slide or film lecture adapted to the member's grade or subject area;
2. A well-organized exhibit of materials - illustrative of the region visited and adapted to grade or subject area;
3. Tapes or records which the member has adapted to classroom use.

- f. In evaluating the trip the Accreditation Board will consider the length and the nature of the trip, its relationship to the member's work, and the value of the teaching materials provided. It is essential that if Quincy is to grant credit for travel and continue such credits, members should show later in their teaching that travel has helped them to be better teachers.
 - g. An outline or report of the trip must be sent to the Superintendent's office on or before the following October 15.
12. In addition to this "preparation attainment increment", the regular increment shall be given as of September 1.
 13. No member, except as noted under Paragraph 14 of this article shall receive more than five (5) annual increments in salary unless he/she presents evidence of approved professional study equal to six (6) college credits earned during the five (5) year period. School Nurses shall be allowed to utilize Continuing Education Units (C.E.U.'s) to advance in annual step increments, provided that such C.E.U.'s are equivalent to six (6) college credits within each five (5) year period.
 14. Members completing thirty years of service in the Quincy Public Schools may advance by normal increments to the maximum of their respective preparation level without regard to the six (6) semester hour requirement.
 15. Members not on maximum salaries for their particular salary levels, with the exception noted above in Paragraph 13, will automatically receive the annual increment unless the Committee, upon recommendation of the Superintendent, considers it necessary to withhold an increment from a particular member. It is expected that such procedure will rarely be necessary for members whose qualifications have been judged satisfactory for regular appointment in the schools of Quincy. No one shall attain the maximum who has not presented evidence of approved professional study equal to six (6) college credits earned within the five (5) years immediately preceding. Evidence of the necessary six (6) college credits to obtain maximum in September must be filed in the office of the Superintendent not later than November 1, and not later than April 1, for a February change.
 16. The salary paid under the Basic Salary Schedule shall be deemed to have been earned proportionately during the school year and shall be paid in twenty-one (21) equal payments during the school year; or if a member so elects, in twenty-six (26) equal payments on a twelve (12) month installment basis (no lump sum payments). The twenty-one (21) payment plan will be available to members in the employ of the School System as of June 1 of each year. The election made in June is irrevocable for the next school year. In the event that the service of a member shall be discontinued during a school year for any reason other than dismissal for cause, or resignation, except resignation because of pregnancy, any amount of salary earned but unpaid to the date of the termination shall be paid to the member or his legal representative, as the case may be.
 17. In lieu of the paychecks described in Section 16 (above), members may elect to have their total net pay deposited directly into their bank accounts.

ARTICLE XXVI
LUNCH PERIOD: EXTRA CURRICULAR ACTIVITIES

1. No member shall be assigned to a schedule of duties pursuant to ARTICLE XX which does not provide a duty-free lunch period each school day. Members (except school nurses) will be allowed to leave the school building during their lunch period so long as they inform their immediate superior on form provided. School nurses may not leave the school building during their lunch periods. School nurses may leave the school building during their lunch period, but may not leave the school grounds.
2. The Committee and the Association recognize that while participation by members in extracurricular activities sponsored by the Quincy Public Schools and attendance by members at evening meetings related to school matters are desirable as general propositions, participation by a particular member at a particular meeting is not to be required as a condition of employment but is to be decided by such member in the exercise of his/her professional judgment.

ARTICLE XXVIA
NON-PROFESSIONAL DUTIES

The School Committee and the Association acknowledge that a member's primary responsibility is to teach and that his/her energies should to the extent practical be used to this end.

No elementary member is presently being required, and no elementary member shall be required, except in emergencies, to supervise any aspect of the Elementary Lunch Program.

At the Senior High and Middle School level, lunch duty shall be assigned by the principal or his/her designee on a fair and equitable basis consistent with the operational needs of the building.

ARTICLE XXVII
OBSERVANCE OF DUTIES

This Association agrees that it will not take or encourage the taking of any action contrary to the laws of Massachusetts pertaining to strikes or withholding of services of public employees.

ARTICLE XXVIII
PROTECTION

- A. Members will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. The Superintendent will comply with any reasonable request from the member for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. In addition, any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.
- C. The Committee will provide the indemnification for members provided by Section 9 of Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that Section and will

- | | |
|--------------|---|
| Geometry | Secondary certification in mathematics and teacher must have a minimum of six (6) college credits in Geometry or equivalent college concentration. |
| Algebra II | Secondary certification in mathematics and teacher must have a minimum of six (6) college credits in Algebra (which may include a survey course in Calculus) or equivalent college concentration. |
| Trigonometry | Secondary certification in mathematics and a minimum of six (6) college credits in Trigonometry, Calculus, and/or analytical Geometry or equivalent college concentration. Three (3) of these six (6) credits must be Trigonometry. |
| Calculus | Secondary certification in mathematics and a minimum of six (6) college credits in college Calculus or equivalent college concentration. |
- e. Social Studies - Secondary (7-12)
 - f. Foreign Language
 - Secondary French
 - Secondary Italian
 - Secondary Spanish
 - Secondary Latin
 - Secondary German
 - Secondary Mandarin
 - g. Business Education - Secondary (7-12)
 - h. Art - K-Post Graduate
 - i. Instrumental Music - K-Post Graduate
 - j. Vocal Music - K-Post Graduate
 - k. Physical Education - K-Post Graduate
 - l. Home Economics - K-Post Graduate
 - m. Industrial Arts - K-Post Graduate
 - n. Reading - K-12
 - o. Library Services - K-12
 - p. Teacher of school age children with Special Needs
 - q. Teacher of young children with Special Needs
 - r. Teacher of school age children with Sensory Handicaps: Vision
 - s. Physical Therapist
 - t. Occupational Therapist
 - u. Guidance Counselor - Elementary
 - v. Guidance Counselor – Secondary
 - w. Vocational Guidance Counselor

- x. School Psychologist
 - y. Speech & Hearing Therapist - K-12
 - z. Vocational Technical - by State Certification
 - aa. Health - K-12
 - bb. Distributive Education - Secondary (7-12)
 - cc. English as a Second Language (ESL)
 - dd. Transitional Bilingual Education
 - ee. Quincy Teen Mothers Program
 - ff. Air Force R.O.T.C.
 - gg. School Nurses
3. Seniority is defined as the length of continuous service from date of initial contract in the Quincy Public Schools. Authorized leaves of absence up to eight (8) weeks, or sabbatical leaves shall be considered time worked for purposes of seniority and lay off. Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and lay-off.
- In cases involving members who have identical seniority, preference for retention or recall shall be given to the member who has achieved the highest level of training, including degrees, courses (in-service and others) and for Vocational-Technical teachers previous related work experience.
4. Members who are to be affected by a reduction in staff shall be notified in writing no later than May 30th of the school year in which the reduction will take effect.
5. The following sections a, b, and c shall apply to teachers who have dual certification and bumping rights as set out below, subject to the provisions of Section 2 of this Article.
- a. In the event that a member, holds dual licensure (one or more DESE licenses), does not maintain his or her licensure in the area in which he or she is currently teaching, that member shall not be permitted to maintain his or her employment with the district regardless of seniority or whether another member has gained Professional Teacher Status or not. This provision shall apply to members in reduction in force situations and for general employment and certification purposes. This provision does not apply in situations where a member has maintained their licensure and their position was eliminated due to a reduction in force. In this situation, the reduction in force language remains unchanged and in the event a member has a certification in another discipline and has taught in the other discipline or certified area for one (1) year or more in Quincy in the past five (5) years, the laid-off teacher shall have the option of bumping the junior teacher in that discipline.
 - b. The dual certified teacher may also prove competence by passing the Graduate Record Examination within five (5) years in the discipline in which he/she has certification but lacks one (1) year of experience in the last five (5) years of teaching.
 - c. If there is no Graduate Record Examination in that discipline, the teacher may prove competence by passing a graduate level examination developed and administered by a graduate level board of three (3) college professors (one (1) chosen by the teacher

involved, one (1) by administration, one (1) mutually agreed upon); or a teacher may prove competence by successful completion within the previous five (5) years of a minimum of two (2) graduate courses in the area of specialization. Courses must be completed with a grade of "B" or better. These options, a, b and c must be successfully completed prior to the May 30th notification deadline in order to be valid for the next school year.

6. Laid-off members may continue group Health and Life Insurance coverage during the recall period of eighteen (18) months as provided by the Committee to members of the bargaining unit by reimbursing the Committee for full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
7. Teachers who are on lay-off because of reduction in force shall be on a recall list for the first eighteen (18) months of lay-off and shall have preference over new applicants for any new position or full-time vacancy that the Superintendent and/or principal is going to fill. The failure of a teacher to accept the assignment within fifteen (15) school days of notification thereof shall automatically remove that teacher from the recall list.
8. Members of Unit C who are laid off and wish to exercise fallback rights into the bargaining unit described in Article II of this Agreement shall do so in accordance with the following:
 - a. Laid-off members of Unit C at the secondary (High School and Middle School) level may move to a position similar to the one he/she held prior to having been appointed to the administrative post.
 - b. In the event a member of Unit C wishes to exercise bumping rights into a second certification area in the bargaining unit described in ARTICLE II of this Agreement, competence shall be proven in the same manner as classroom teachers.
 - c. Laid-off members of Unit C at the elementary level may replace a junior teaching or non-teaching assistant principal at the elementary level. An assistant principal who is bumped has the right to bump the most junior assistant principal. A junior assistant principal who is bumped shall have the right to move to a position similar to the one(s) he/she held prior to having been appointed to the administrative post.
 - d. Seniority after the change in status for said administrator(s) shall include the total number of years of continuous service in the Quincy Public Schools, regardless of position.
9. If a principal/assistant principal moves to a classroom position where there are no administrative duties, it is understood that his/her salary will be at the classroom teacher's schedule at whatever years of experience he/she may have.
10. For purposes of lay-off, deans, department heads and department team leaders are considered as classroom teachers. Within their specific areas, lay-offs shall be determined by seniority.
11. On or before January 1 of each year, the Superintendent shall prepare and promulgate a complete seniority list. Said seniority list shall contain the names of each member, his/her seniority and the disciplines in which he/she is teaching and competent as defined by Section 2 and 5 of this article. A copy of said list shall be placed in each school building of the Quincy Public Schools with three (3) copies sent to the Association.

12.
 - a. If school nurses are to be separated from their positions because of lack of work or lack of money or abolition of positions, they shall be separated from employment and shall be reinstated according to the provisions of M.G.L. Chapter 31, as amended.
 - b. The Committee shall notify any school nurse who is to be affected by a reduction in force by June 15 of the school year preceding the school year in which the reduction is to be effected.
 - c. School nurses who have provisional status under M.G. L. chapter 31, shall be laid off in inverse order of seniority, based on Quincy Public Schools hiring date, prior to the layoff of any school nurses with permanent status under M.G.L. Chapter 31.

**ARTICLE XXX
MIDDLE SCHOOL**

Any and all changes in this Agreement which refer to "Middle School" or "Middle School Personnel" are agreed upon by the parties with the understanding that:

1. Such negotiated changes shall not be used as evidence or as a precedent in any court case involving the Middle School/Junior High School issue in the City of Quincy.
2. In the event that a court of competent jurisdiction determines that the Junior High School principals and/or Junior High School assistant principals should be returned to their positions as principals and/or assistant principals in the Quincy Public Schools, any and all items in the Memorandum of Agreement which address such Middle School principals and/or Middle School assistant principals shall become null and void and the applicable language in the Agreement in effect for the school year 1981-82 shall become operative for the term of this Memorandum of Agreement with appropriate salary adjustments.

**ARTICLE XXXI
LONGEVITY**

In recognition of years of service to the Quincy Public Schools, members shall receive compensation in addition to that specified in Exhibit B as follows:

Longevity Plan A

1. After 12 years of service \$700
2. After 15 years of service \$1,050
3. After 20 years of service \$1,700
4. After 25 years of service \$2,250

Said annual compensation shall be paid in a lump-sum payment in the first paycheck in December.

Eligibility for longevity payment shall be based upon a member's years of service as of September 10th of the work year of payment.

ARTICLE XXXII
EDUCATION REFORM

- A. The Quincy Public Schools has a long tradition of committing itself to serious study, inquiry and research into all of the components and outcomes which may transpire when a school system undertakes the task of simultaneously trying to understand itself as an organization and, as the new understanding grows, changing its own organizational nature according to the ever-changing demands of the times.

With the goals of improving education for the students of Quincy and fostering participative decision making among the members of the staff, all the while maintaining the integrity of the collective bargaining process and Agreement, the Committee and the Association agree to create the Task Force on Education Reform (Task Force) as follows:

1. The Task Force shall consist of ten (10) members, five (5) to be appointed by the committee and five (5) to be appointed by the Association. The Task Force shall determine its own schedule of meetings and organization.
 2. The Task Force is empowered to act as the clearinghouse, monitor and/or originator of issues, ideas, and proposals on education reform. Any and all such issues, ideas, and proposals must be presented to the Task Force, in writing, prior to implementation. It is understood that same may originate from the Task Force itself, the Committee, the Association, a school council, a member of the central or building administration or an individual or group of bargaining unit member(s).
 3. The Task Force may provide criticism, endorsement and/or suggestions for change regarding any matter presented to it at its discretion. It is understood, however, that no action shall be taken on any issue, idea, or proposal which could potentially infringe upon any of the contractual rights of member(s) without written agreement between the duly authorized representatives of the Association and the Committee.
 4. It is agreed that the Task Force and this Article shall expire on August 31, 2002, and that it shall continue only by mutual agreement of the parties.
- B. The Committee and the Association agree that a rich educational program for the students of Quincy should include programs and activities which are not limited to the regular school day. While the parties recognize that Exhibit D of this Agreement demonstrates an effort by all to provide such a diverse program, it is understood that many ideas are never implemented and others are provided for no compensation due to the lack of funding. In recognition of this need, the Association and the Committee agree as follows:
1. An Activity and Stipend Account (ASA) in the amount of seventy-four thousand, twenty-two (\$74,022.) dollars shall be established on September 1 of each school year by the Committee for the purpose of funding the salaries of members who have been approved for and have provided services in activities covered by this provision.
 2. For purposes of this provision, eligible activities shall include the following:
 - a. before or after school enrichment programs;
 - b. summer enrichment programs;

- c. school vacation (December, February, April) enrichment programs; and
- d. any programs approved by the Task Force on Education Reform described in Section A (above) which provides services outside of the regular school day and/or year.

Activities for which compensation is provided in Exhibits B or D of this agreement are not eligible for compensation from the ASA. Further, whereas the vast majority of the contractually funded activities are at the high school and middle school levels, it is intended that most, if not all of the ASA shall be dedicated to elementary school activities.

- 3. Participation by members in all ASA funded activities shall be strictly on a voluntary basis and shall be compensated at the hourly rate set forth in Exhibit D.

All ASA funded activities shall be subject to the approval of the member's principal. Activities which involve more than one school shall be subject to approval by the Superintendent or his/her designee.

- 4. In order to ensure the fair and equitable distribution of funds, the Task Force on Education Reform shall monitor and make recommendations to the Superintendent as to the annual distribution of ASA funds.

**ARTICLE XXXIII
PROFESSIONAL DISCRETIONARY FUND**

In recognition of the economic demands placed upon teachers to remain current and licensed in their fields of expertise, to provide a meaningful learning environment within the classrooms of the Quincy Public Schools and to continue to grow professionally for the good of all within the community, the Committee and the Association agree as follows:

- A. A Professional Discretionary Fund (PDF) shall be established on September 1 of each school year by the Committee for each member of the bargaining unit in active service or on approved paid leave of absence in the following amounts:

School Year 2025-2026	\$450
School Year 2026-2027	\$475
School Year 2027-2028	\$500

- B. The PDF may be used, at the discretion of the unit member, for the following purposes:
 - 1. Recertification cost;
 - 2. Course reimbursement;
 - 3. Educational supplies, materials, or equipment for individual professional use;
 - 4. Other professional development
- C. Eligible members shall submit either a PDF REQUEST FOR REIMBURSEMENT (see attached Appendix F) or a Quincy School Department Purchase Requisition to access the funds in their PDF.
- D. Funds in the PDF for all expenses other than course reimbursement must be utilized on or before the Friday before the April vacation of each year. Requests for reimbursement shall be submitted to the Business Office by September 30 for payment in October, prior to the December vacation

for payment in January and the Friday before the April vacation for payment in May on a request form with verification mutually agreeable to the parties. For course reimbursement only, requests for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses taken for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses taken for course reimbursement must begin, end, and be paid for within the same fiscal year (between July 1 - May 14), and reimbursement form must be accompanied by transcript and copy of course approval card.

- E. If a member resigns, retires, dies, or otherwise terminates his/her employment with the Quincy Public Schools, the unexpected balance for that contract year of their PDF shall be transferred to the replacement teacher.

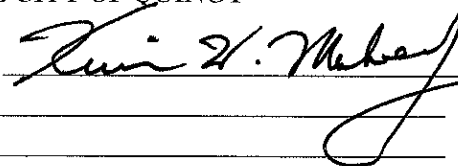
**ARTICLE XXXIV
DURATION**

This Contract contains one successor agreement from the period of September 1, 2025 through August 31, 2028.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on the date first above written.

SCHOOL COMMITTEE OF
THE CITY OF QUINCY

BY:



QUINCY EDUCATION ASSOCIATION, INC.

BY:

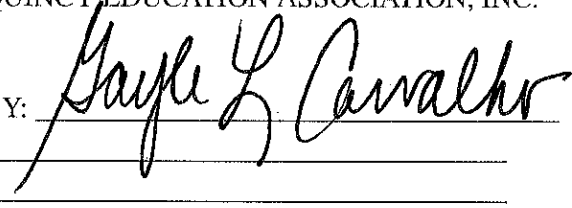


EXHIBIT A
GENERAL LAWS CHAPTER 71
SECTIONS 41, 41A, 42, 42D, 43

Section 41. Professional Teacher Status

For the purposes of this section, a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist who has served in the public schools of a school district for the three previous consecutive school years shall be considered a teacher, and shall be entitled to professional teacher status as provided in section forty-two. The superintendent of said district, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one year or to a teacher who has obtained such status in any other public school district in the commonwealth. A teacher without professional teacher status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.

School principals, by whatever title their position may be known, shall not be represented in collective bargaining, but each principal, upon the written request of the principal, shall meet and discuss the terms and conditions of the principal's employment in the principal's school district with the district's superintendent or the superintendent's designee, at a time to be determined by the superintendent and may be represented by an attorney or other representative. School principals shall enter into individual employment contracts with their employing districts concerning the terms and conditions of employment. The initial contract with each individual school district shall be for not less than 1 year nor more than 3 years. The second and subsequent contracts shall be for not less than 3 nor more than 5 years unless: (i) said contract is a 1 year contract based on the failure of the superintendent to notify the principal of the proposed nonrenewal of his contract pursuant to this section; or (ii) both parties agree to a shorter term of employment. Notwithstanding the past employment conditions of a school principal, the conditions established by this paragraph shall apply to the initial contract of each school principal. Failure of the superintendent to notify a principal of the proposed nonrenewal of his contract at least sixty days prior to the expiration date of such contract shall automatically renew the contract for an additional one year period.

Except as provided herein, section forty-two shall not apply to school principals, assistant principals or department heads, although nothing in this section shall deny to any principal, assistant principal or department head any professional teacher status to which he shall otherwise be entitled. A principal, assistant principal, department head or other supervisor who has served in that position in the public schools of the district for three consecutive years shall not be dismissed or demoted except for good cause. Only a superintendent may dismiss a principal. A principal, assistant principal, department head or other supervisor shall not be dismissed unless he has been furnished with a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the superintendent at which meeting such employee may be represented by an attorney or other representative to present information pertaining to the bases for the decision and to such employee's status. A principal, assistant principal, department head or other supervisor may seek review of a dismissal or demotion decision by filing a petition with the commissioner for arbitration. Except as provided herein, the procedures for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in section forty-two. The commissioner shall provide the parties with the names of three arbitrators who are members of the American Arbitration Association. The arbitrators shall be different from those developed pursuant to section forty-two. The parties each shall have the right to strike one of the three arbitrator's names if they are unable to agree upon a single arbitrator from amongst the three.

A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding six years which may provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance, and leave for said superintendent or school business administrator. Nothing in this section shall be construed to prevent a school committee from voting to employ a superintendent of schools who has completed three or more years' service to serve at its discretion.

Section 41A: Leaves of Absence of Professional Staff

A school committee may grant a leave of absence for study or research to any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one (1) year at full or partial pay; provided, however, that prior to the granting of such leave he/she shall enter into a written agreement with the school committee that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. A school committee may also grant a leave of absence to any teacher, registered nurse, principal, supervisor, school business administrator, or superintendent serving at discretion, for service to a statewide professional organization of which such teacher, registered nurse, principal, supervisor, school business administrator, or superintendent is a member and has been elected to hold the office of president therein, such leave to be for a period not exceeding four (4) full years at full or partial pay; provided, that such professional educational organization shall reimburse the school committee for any salary paid to said teacher, registered nurse, principal, supervisor, school business administrator, or superintendent during such period. A school committee may pay compensation to any employee granted a leave of absence under this section from any grants or gifts received for the purpose of this section pursuant to section thirty-seven A (37A), as well as from funds appropriated therefor.

Any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, who is elected to a state office, or elected by the people to the office of mayor shall, upon his written request made to the school committee, be granted a leave of absence without pay from his position for all or such portion of the term for which he was elected as he may from time to time designate, and shall not as a result of such election, be suspended or discharged or suffer any loss of rights.

Section 42: Dismissal of Teachers

A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one (1) school, and in the case of teachers who teach in more than one (1) school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety (90) calendar days shall not be dismissed unless he/she has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he/she so requests, has been given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one (41), shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight (38) of this chapter, or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty (30) days after receiving notice of his/her dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three (3) arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one (1) month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay benefits, reinstatement, and any other appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits, or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C (150C). With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

Neither this section nor section forty-one (41) shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G (38G) for the junior teacher's position,

Section 42D: Suspension of Teachers

The superintendent may suspend any employee of the school district subject to the provisions of this section. The principal of a school may suspend any teacher or other employee assigned to the school subject to the provisions of this section. Any employee shall have seven (7) days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the superintendent may, for good cause, require the immediate suspension of any employee, in which case the employee shall receive written notice of the immediate suspension and the cause therefor at the time the suspension is imposed. The employee shall be entitled (I) to review the decision to suspend with the superintendent or principal if said decision to suspend was made by the principal;

(II) to be represented by counsel in such meetings; (III) to provide information pertinent to the decision and to the employee's status.

No teacher or other employee shall be suspended for a period exceeding one (1) month, except with the consent of the teacher or other employee, and no teacher or other employee shall receive compensation for any period of lawful suspension.

No teacher shall be interrogated prior to any notice given to him relative to the suspension unless the teacher or other employee is notified of his right to be represented by counsel during any such investigation. A suspended teacher or other employee may seek review of the suspension by following the arbitration procedures set forth in section forty-two (42). Nothing in this section shall be construed as limiting any provision of a collective bargaining agreement with respect to suspension of teachers or other employees.

Section 43 Reduction of Salaries; Conditions

The salary of no teacher employed with professional teacher status in any city or town except Boston shall be reduced without his consent except by a general salary revision affecting equally all teachers of the same salary grade in the town or except in connection with a reduction in status from full-time to part-time pursuant to a reduction in force resulting from declining enrollments or other budgetary reasons or pursuant to reorganizations for academic or budgetary reasons. Nothing in this section or in any other section of this chapter shall be construed to prevent a school district from entering into an individual annuity contract for such employee or from reducing the salary or compensation of such employee pursuant to such agreement for the purpose of such purchase as authorized by section thirty-seven B (37B).

EXHIBIT B-1

**Quincy Public Schools Teacher Salary Schedule
Teacher's Salary Schedule Step & Level
Effective 9/1/25
(Increase of 3% Plus New Level 6 3/4 - \$500)**

4 1/2 YEAR LEVEL		5 YEAR LEVEL		5 1/2 YEAR LEVEL			
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT		
2	60,975	2	63,708	2	66,434		
3	64,250	3	66,977	3	69,705		
4	69,705	4	72,433	4	75,159		
5	73,523	5	76,250	5	78,976		
6	77,340	6	80,070	6	82,799		
7	81,160	7	83,888	7	86,613		
8	84,976	8	87,706	8	90,432		
9	88,798	9	91,528	9	94,252		
10	94,798	10	95,343	10	98,069		
		11	101,344	11	104,069		

6 YEAR LEVEL		6 1/2 YEAR LEVEL		6 3/4 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	69,161	2	70,810	2	71,310	2	71,887
3	72,433	3	74,082	3	74,582	3	75,159
4	77,889	4	79,538	4	80,038	4	80,614
5	81,705	5	83,355	5	83,855	5	84,435
6	85,524	6	87,173	6	87,673	6	88,252
7	89,341	7	90,992	7	91,492	7	92,071
8	93,160	8	94,810	8	95,310	8	95,887
9	96,982	9	98,631	9	99,131	9	99,706
10	100,799	10	102,447	10	102,947	10	103,524
11	104,614	11	106,267	11	106,767	11	107,344
12	110,620	12	112,267	12	112,767	12	113,346

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree.
 Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level
 Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.
 Placement on the 6 -Year Level requires a Master's Degree and 30 semester hours beyond the 4-Year Level.
 Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours
 Placement on the 6 3/4 -Year Level requires a Master's Degree plus 60 semester hours
 Placement on the 7 -Year Level requires a Doctorate Degree

EXHIBIT B-2

Quincy Public Schools Teacher Salary Schedule
Teacher's Salary Schedule Step & Level
Effective 9/1/26
(Increase of 3%)

4 1/2 YEAR LEVEL		5 YEAR LEVEL		5 1/2 YEAR LEVEL					
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT				
2	62,804	2	65,619	2	68,427				
3	66,178	3	68,986	3	71,796				
4	71,796	4	74,606	4	77,414				
5	75,729	5	78,538	5	81,345				
6	79,660	6	82,472	6	85,283				
7	83,595	7	86,405	7	89,211				
8	87,525	8	90,337	8	93,145				
9	91,462	9	94,274	9	97,080				
10	97,642	10	98,203	10	101,011				
		11	104,384	11	107,191				

6 YEAR LEVEL		6 1/2 YEAR LEVEL		6 3/4 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	71,236	2	72,934	2	73,449	2	74,044
3	74,606	3	76,304	3	76,819	3	77,414
4	80,226	4	81,924	4	82,439	4	83,032
5	84,156	5	85,856	5	86,371	5	86,968
6	88,090	6	89,788	6	90,303	6	90,900
7	92,021	7	93,722	7	94,237	7	94,833
8	95,955	8	97,654	8	98,169	8	98,764
9	99,891	9	101,590	9	102,105	9	102,697
10	103,823	10	105,520	10	106,035	10	106,630
11	107,752	11	109,455	11	109,970	11	110,564
12	113,939	12	115,635	12	116,150	12	116,746

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree.
 Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level
 Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.
 Placement on the 6 -Year Level requires a Master's Degree and 30 semester hours beyond the 4-Year Level.
 Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours
 Placement on the 6 3/4 -Year Level requires a Master's Degree plus 60 semester hours
 Placement on the 7 -Year Level requires a Doctorate Degree

EXHIBIT B-3

**Quincy Public Schools Teacher Salary Schedule
Teacher's Salary Schedule Step & Level**

Effective 9/1/27

(Increase of 3%)

4 1/2 YEAR LEVEL		5 YEAR LEVEL		5 1/2 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	64,688	2	67,588	2	70,480
3	68,163	3	71,056	3	73,950
4	73,950	4	76,844	4	79,736
5	78,001	5	80,894	5	83,785
6	82,050	6	84,946	6	87,841
7	86,103	7	88,997	7	91,887
8	90,151	8	93,047	8	95,939
9	94,206	9	97,102	9	99,992
10	100,571	10	101,149	10	104,041
		11	107,516	11	110,407

6 YEAR LEVEL		6 1/2 YEAR LEVEL		6 3/4 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	73,373	2	75,122	2	75,652	2	76,265
3	76,844	3	78,593	3	79,124	3	79,736
4	82,633	4	84,382	4	84,912	4	85,523
5	86,681	5	88,432	5	88,962	5	89,577
6	90,733	6	92,482	6	93,012	6	93,627
7	94,782	7	96,534	7	97,064	7	97,678
8	98,834	8	100,584	8	101,114	8	101,727
9	102,888	9	104,638	9	105,168	9	105,778
10	106,938	10	108,686	10	109,216	10	109,829
11	110,985	11	112,739	11	113,269	11	113,881
12	117,357	12	119,104	12	119,635	12	120,248

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 30 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 6 3/4 -Year Level requires a Master's Degree plus 60 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

EXHIBIT C
CH. 258, S.9 INDEMNIFICATION OF PUBLIC EMPLOYEES

Public employers may indemnify public employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed one million dollars (\$1,000,000) arising out of any claim. Action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law; if such employee or official at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official shall be indemnified under this section for violation of such civil rights if he acted in a grossly negligent, willful or malicious manner.

For purposes of this section, persons employed by a joint health district, regional health district or regional board of health, as defined by sections twenty-seven A (27A) and twenty-seven B (27B) or chapter one hundred and eleven (C.111), shall be considered employees of the city or town in which said incident, claim, suit, or judgment is brought pursuant to the provisions of this chapter. Added by St. 1978, c.512, s.15; amended by St. 1980, c.315, s.2.

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS 2025-2028

No later than October 2025 a Joint Labor Management Committee composed of equal representation from the parties shall be formed and meet for the purpose of reviewing the attached recommendations for changes to Appendix D. This committee will make recommendations to the Association and the Committee no later than May 2026. Any implementation of such recommendations will be subject to ratification.

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS

Date Rate	09/01/25 3.00%	09/01/26 3.00%	09/01/27 3.00%
<p>A member of the Professional Staff being compensated under the following categories, I, II, IV through VII will be limited to holding two (2) such positions during the regular school year unless there is no qualified applicant available - effective September 1, 1973, and thereafter</p>			
CATEGORY I:			
Head Guidance Councilor Middle School	2,740.00	2,822.00	2,907.00
High School Department Heads	5,420.00	5,583.00	5,750.00
Supervising 8 teachers or more	3,812.00	3,926.00	4,044.00
Supervising 7 teachers of less			
Teachers of Substantially Separate Classrooms and Programs	2,225.00	2,292.00	2,361.00
Deans			
Deans	5,701.00	5,872.00	6,048.00
Adjustment Service Workers and Psychometrists	2,450.00	2,524.00	2,600.00
CATEGORY II:			
Evening Program Director of Div. of Practical Arts	8,116.00	8,359.00	8,610.00
CATEGORY III:			
Summer Program Director	5,667.00	5,837.00	6,012.00
Director of Extension Programs - Summer	7,028.00	7,239.00	7,456.00
Director of Extension Programs - School Year	17,565.00	18,092.00	18,635.00

**EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS**

Date	09/01/25	09/01/26	09/01/27
Rate	3.00%	3.00%	3.00%
HOURLY RATE	45.07	46.42	47.81

September 1 to April 6, 2023

HOURLY RATE FOR CATEGORIES I THROUGH V:

CATEGORY I:

Home Teachers of Physically Handicapped Children

CATEGORY II:

Director of Div. Adult Civic Education
Classroom Teachers (Business and Academic H.S.. Level)
Classroom Teachers (Practical Arts and Adult Civic Education)

CATEGORY III:

Classroom Teachers

CATEGORY IV:

Programs receiving financial support from the Federal Government
Project Directors or Coordinators*
Classroom teachers working in a program requiring out-side preparation
Classroom teachers and others (Guidance Counselors) working on a program not requiring outside preparation

* If any exception to this stipend is desired, it is to be negotiated with the Association before Project Proposal is submitted to the Federal Government.

** For those members who are appointed to these posts prior to 9/1/72

**EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS**

Date	09/01/25	09/01/26	09/01/27
Rate	3.00%	3.00%	3.00%

CATEGORY V:

Scheduling Duties in Data Processing Center

CATEGORY VI:

Extra-Curricular Activities

The faculty sponsor of any extra curricular activity (exclusive of activities or programs cited elsewhere on Exhibit D) which meets more than thirty (30) hours

Extra curricular activity in excess of thirty hours	863.00	889.00	916.00
Foreign Language Program	863.00	889.00	916.00
English Program	863.00	889.00	916.00
Literacy Program	863.00	889.00	916.00
Yearbook Program	863.00	889.00	916.00
Newspaper Newsletter Program	863.00	889.00	916.00
History Program	863.00	889.00	916.00
STEM Program	863.00	889.00	916.00
Science Program	863.00	889.00	916.00
Technology Program	863.00	889.00	916.00
Engineering Program	863.00	889.00	916.00
Math Program	863.00	889.00	916.00
Athletic Program	863.00	889.00	916.00
Intramural Sports Program	863.00	889.00	916.00
Team Program	863.00	889.00	916.00
Advisor Program	863.00	889.00	916.00
Government Program	863.00	889.00	916.00
Leadership Program	863.00	889.00	916.00

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS

Date	09/01/25	09/01/26	09/01/27
Rate	3.00%	3.00%	3.00%
Ropes Program	863.00	889.00	916.00
Community Service Learning Program	863.00	889.00	916.00
Homework Program	863.00	889.00	916.00
Study Prep Program	863.00	889.00	916.00
Homework Program	863.00	889.00	916.00
Study Prep Program	863.00	889.00	916.00
Music Program	863.00	889.00	916.00
Instrument Program	863.00	889.00	916.00
Drama Program	863.00	889.00	916.00
Robotic Program	863.00	889.00	916.00
Special Education Program	863.00	889.00	916.00

Athletic Intermural programs are excluded (See Category VII).

Activities for which a fixed stipend in excess of \$200 is provided for faculty supervisor:

Senior High School	5,244.00	5,401.00	5,563.00
Yearbook - each school	1,114.00	1,147.00	1,181.00
Student Newspaper (plus \$25 each issue)	1,776.00	1,829.00	1,884.00
Drama Club (plus \$500 per play)	1,834.00	1,889.00	1,946.00
Debating Team	1,380.00	1,421.00	1,464.00
Student Council	1,157.00	1,192.00	1,228.00
Senior Class Advisor	1,157.00	1,192.00	1,228.00
Junior Class Advisor	1,593.00	1,641.00	1,690.00
Supply and Book Rooms	8,904.00	9,171.00	9,446.00
Band Director (Marching)	4,451.00	4,585.00	4,723.00
Band Director (No Marching)	3,887.00	4,004.00	4,124.00
Cheer Leader Advisor (All Seasons)	1,275.00	1,313.00	1,352.00
Student Union Advisor			

**EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS**

Date	09/01/25	09/01/26	09/01/27
Rate	3.00%	3.00%	3.00%
Choral Director, North Quincy High School	8,904.00	9,171.00	9,446.00
Community Service Learning Stipends			
Community Service Coordinator	4,661.00	4,801.00	4,945.00
Senior Class Advisor - Community Service	504.00	519.00	535.00
Junior Class Advisor - Community Service	504.00	519.00	535.00
Sophomore Class Advisor - Community Service	1,659.00	1,709.00	1,760.00
Freshmen Class Advisor - Community Service	1,659.00	1,709.00	1,760.00

CATEGORY VII:

Physical Education Intermural Programs

Members who are appointed to conduct intermural programs at the Middle School level shall be compensated at the following hourly rates:

Middle School intermural programs hourly rate 45.07 46.42 47.81

September 1 to April 6, 2023

CATEGORY VIII:

Coaches and Other Athletic Positions

The following categories are established for head coaches and assistant coaches:

- A: Football
- B: Basketball (boys & girls), Baseball, Hockey, Softball, Soccer (boys & girls), Volleyball, Swimming (boys & girls)
- Spring Track (boys & girls) Wrestling, Indoor Track 9boys & girls)
- C: Tennis (boys & girls), Gymnastics (boys & girls), Golf, Cross Country (boys & girls)
- D: Faculty Manager High School & Middle School, Rifle, Intra-mural Director
- E: All Middle School Sports 9six week program)

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS

Date	Rate	09/01/25	09/01/26	09/01/27
		3.00%	3.00%	3.00%
CATEGORY A				
Football				
High Schools - 2 head coaches		13,551.00	13,958.00	14,377.00
High Schools - 8 assistant coaches		6,314.00	6,503.00	6,698.00
Freshmen - 2 coaches		4,004.00	4,124.00	4,248.00
CATEGORY B				
Basketball (Girls or Boys)				
High Schools - 2 head coaches		8,052.00	8,294.00	8,543.00
High Schools - 2 assistant coaches		4,478.00	4,612.00	4,750.00
Freshmen - 2 coaches		3,552.00	3,659.00	3,769.00
Hockey (Boys)				
High Schools - 2 head coaches		7,718.00	7,950.00	8,189.00
High Schools - 2 assistant coaches		4,181.00	4,306.00	4,435.00
Freshmen - 2 coaches		3,143.00	3,237.00	3,334.00
Baseball and Softball				
High Schools - 2 head coaches		7,066.00	7,278.00	7,496.00
High Schools - 2 assistant coaches		4,222.00	4,349.00	4,479.00
Freshmen - 2 coaches		3,143.00	3,237.00	3,334.00
Wrestling				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00
High Schools - 2 assistant coaches		3,982.00	4,101.00	4,224.00
Soccer (Girls or Boys)				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00
High Schools - 2 assistant coaches		4,089.00	4,212.00	4,338.00
Freshmen - 2 coaches		2,916.00	3,003.00	3,093.00
Spring Track (Girls or Boys)				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS

Date	Rate	09/01/25	09/01/26	09/01/27
		3.00%	3.00%	3.00%
High Schools - 2 assistant coaches		3,982.00	4,101.00	4,224.00
Swimming (Girls or Boys)				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00
High Schools - 2 assistant coaches		3,982.00	4,101.00	4,224.00
Indoor Track (Girls or Boys)				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00
High Schools - 2 assistant coaches		3,982.00	4,101.00	4,224.00
Volleyball (Girls or Boys)				
High Schools - 2 head coaches		6,818.00	7,023.00	7,234.00
High Schools - 2 assistant coaches		3,982.00	4,101.00	4,224.00
Freshmen - 2 coaches		2,916.00	3,003.00	3,093.00
CATEGORY C				
Gymnastics (Girls or Boys)				
High Schools - 2 head coaches		4,713.00	4,854.00	5,000.00
High Schools - 2 assistant coaches		3,055.00	3,147.00	3,241.00
Cross Country (Girls or Boys)				
High Schools - 2 head coaches		4,606.00	4,744.00	4,886.00
Tennis (Girls or Boys)				
High Schools - 2 head coaches		4,406.00	4,538.00	4,674.00
Golf (Girls or Boys)				
High Schools - 2 head coaches		4,177.00	4,302.00	4,431.00
CATEGORY D				
Facility Managers				
High Schools - 2		7,926.00	8,164.00	8,409.00
Middle Schools -1		4,569.00	4,706.00	4,847.00
Rifle				
High Schools - 2 head coaches		2,603.00	2,681.00	2,761.00

**EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS**

Date Rate	09/01/25 3.00%	09/01/26 3.00%	09/01/27 3.00%
Intermural Director	3,878.00	3,994.00	4,114.00
CATEGORY E			
All Middle School Sports Six week programs	2,603.00	2,681.00	2,761.00

The following annual stipend will be paid per sport based upon the number of years of coaching in Quincy is a given position. (Time does not cross sport or level)

Step 1 - 1-3 years	0.00	0.00	0.00
Step 2 - 4-6 years	171.00	176.00	181.00
Step 3 - 7 years or more	221.00	228.00	235.00

CATEGORY IX

CATEGORY X

Work Study Coordinators (3) 48 weeks 13,807.00 14,221.00 14,648.00

System-wide Department Heads

Appropriate Category I stipend plus one week's pay at their daily rate

Data Processing (3) 48 weeks 13,807.00 14,221.00 14,648.00

CATEGORY XI:

Special Program Coordinators
(Alternative Learning Program, Quincy Teen Mothers Program and PASS Program) 3,456.00 3,560.00 3,667.00

CATEGORY XII:

EXHIBIT D
SCHEDULE OF DIFFERENTIALS AND STIPENDS

Date	09/01/25	09/01/26	09/01/27
Rate	3.00%	3.00%	3.00%
Travel - per mile	0.60	0.62	0.64

EXHIBIT E
SIDE LETTER OF AGREEMENT
BETWEEN
THE QUINCY SCHOOL COMMITTEE
AND
THE QUINCY EDUCATION ASSOCIATION

This SIDE LETTER OF AGREEMENT is entered into by and between the Quincy School Committee (hereinafter the "Committee") and the Quincy Education Association (hereinafter the "Association").

The Committee and the Association agree that effective September 1, 1995, the Committee shall establish a Professional Development Fund (hereinafter the "Fund") for the professional development of members. The Fund shall operate as follows:

1. The Fund shall contain \$150,000 to be used during the period July 1, 1995 through and including June 30, 1996. Any unencumbered portion of the Fund shall be returned to the City of Quincy.
2. The Association and the Committee shall establish a joint Professional Development Committee (hereinafter the "PD Committee") consisting of three (3) members selected by the Association and three (3) members selected by the Committee. Said PD Committee shall:
 - a. Establish its own rules and regulations including internal rules of operation, pre- and post-approval procedures, processing procedures, etc.
 - b. Approve the expenditure of all Fund monies for professional development including amounts to be reimbursed, for what and to whom.
3. The Fund shall be used to provide members with monies to attend or teach conferences, workshops, course or the like; to provide substitute teachers for such activities, where necessary and to pay additional administrative costs as determined by the PD Committee. While the PD Committee is authorized to exercise its own judgment regarding approval decisions, the parties agree that there should be an overall emphasis on technology.
4. The decision of the PD Committee shall be final and binding on all parties to the extent that they comply with the provisions of this Section.
5. Members shall not be eligible for payments under both Article IX, paragraph 3 of the Agreement between the Association and the Committee (1995-1998) and this SIDE LETTER OF AGREEMENT for the same professional development activity.
6. For purposes of this SIDE LETTER OF AGREEMENT, only professional development activities taken outside of the regular work day may be used for increment credit on the salary schedule.
7. The provisions of Article XXXIII, S. 10 of the Agreement between the Association and the Committee (1995-1998) shall not apply between July 1, 1995 and June 30, 1996.
8. In the event the Committee provides Fund money in subsequent year(s) of the Agreement between the Association and the Committee (1995-1998), the provisions of this SIDE LETTER OF AGREEMENT shall remain in effect for approval and disbursement of such funds.

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this Fifteenth day of December, 1995.

Quincy School Committee

Quincy Education Association

EXHIBIT F
QUINCY PUBLIC SCHOOLS
PROFESSIONAL DISCRETIONARY REIMBURSEMENT FORM

Name:
School:

Employee Vendor #:
Total Reimb. Requested: \$
Budget Code: 05011407

559160

The Professional Discretionary Fund (PDF) established in Article XXXIII of the Q.E.A. Unit A Contract, "... may be used at the discretion of the unit member for the following purposes:

1. Recertification costs;
2. Course reimbursement;
3. Educational supplies, materials, or equipment for individual professional use; or equipment for individual professional use;
4. Other professional development

INSTRUCTIONS

1. ORIGINAL RECEIPT AND PROOF OF PURCHASE REQUIRED FOR REIMBURSEMENT.
2. Submit two (2) identical sets of documents, the original and a copy, to James Mullaney, QPS Business Office.
3. All documents must be legible.
4. Reimbursements can be made for current school year's expenditures only (July 1 to May 15th).
5. Only goods and services purchased, delivered and paid for between July 1 to May 15th of the current year are acceptable.
6. Submission deadlines of this form are due on or before 4:00 pm on:
 - **September 30th for October reimbursement**
 - **Last school day before December vacation for January reimbursement**
 - **Friday before the April vacation for payment in May**
 - **For course reimbursement only, prior to May 15 for payment in June; courses taken for reimbursement must begin, end and be paid for within the same fiscal year (between July 1-May 14) and must be accompanied by transcript and copy of course approval card**
7. Acceptable documentation shows proof of purchase and payment. This includes: original cash receipts or original invoices showing credit card, debit card, check, and amount paid.
8. Circle date of purchase and amount of reimbursement. Cash register receipts must be attached to an 8 1/2x11 sheet of paper. Do not place tape over any writing on the receipt.
9. Complete lines on page 2: date of purchase, vendor name, amount of expenditure in proper category.
10. City of Quincy Sales Tax Exemption # is 046-001-409 and may be used when purchases are made. Sales tax cannot be reimbursed.
11. Reimbursement received after May 15th cannot be processed. Funds are not available to be held over into the next fiscal year. Only current year's expenditures may be reimbursed.
12. If this is a joint reimbursement, please complete the information on page 2. Payment will be made to the person submitting the form. Group expenditures are for a large purchase, not individual supplies.

EXHIBIT G
QUINCY PUBLIC SCHOOLS
EDUCATOR EVALUATION HANDBOOK AND RUBRICS
QUINCY PUBLIC SCHOOLS
EDUCATOR EVALUATION HANDBOOK
UPDATED AUGUST 2025

Quincy Public Schools Teacher and Caseload Educator Evaluation Contract Language

The Quincy School Committee (hereinafter the “Committee”) and the Quincy Education Association, Inc. (hereinafter the “Association”) is proposing a three (3) year pilot of the evaluation process outlined below. During these three (3) years, it is anticipated that the strengths and weaknesses of the following language, as it pertains to the implementation of the spirit and letter of 603 CMR 35, shall be identified by the Committee and the Association through the establishment of an Educator Evaluation Work Group. It is anticipated that any weaknesses found in the language, as determined by the Committee or the Association, shall be addressed by the Educator Evaluation Work Group in further collective bargaining. It is further anticipated that through the collective bargaining process and the further refining of the below proposed language, the Committee and the Association shall cooperatively reach the mutual goal of identifying, maintaining and recognizing superior educators for the Quincy Public Schools.

The Educator Evaluation Work Group will remain a standing work group in order to review and refine the evaluation procedures, forms, and process outlined within the below contractual language. Upon the request of either the Committee or the Association, the Educator Evaluation Work Group will meet to review the evaluation system and determine whether changes are needed to address DESE direction, changes in statutory requirements, and/or lessons learned from local implementation. Any changes agreed upon by the Educator Evaluation Work Group shall be implemented without the need for ratification by the Committee or the Association. In addition, the Educator Evaluation Work Group shall develop a formal mechanism for gathering feedback and information from both teachers and administrators to gain local feedback on the educator evaluation system. QEA members of this Work Group are appointed by and serve at the discretion of the QEA President.

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1) Purpose of Educator Evaluation

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

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

- a. ***Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- b. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school

nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

- c. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- d. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than 10 minutes in duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- e. ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- 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:
 - 1. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in the following circumstances:
 - i. Where an educator is working under a different or new license;
 - ii. Where an educator is voluntarily transferred, the evaluator, at his or her discretion, may direct that the educator be placed on a Developing Educator Plan;
 - iii. Where an educator was involuntarily transferred, the educator shall not be placed on a Developing Educator Plan unless that educator was already on such a plan;
 - iv. Where an educator has not attained Professional Teacher Status, the evaluator shall continue to place the Non-professional Teacher Status educator on a Developing Educator Plan.
 - 2. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - 3. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

4. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Improvement 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:** Any person 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.
 1. **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 2. **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.
 3. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is 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.
 4. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
 - k. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - l. ***Experienced Educator:** An educator with Professional Teacher Status (PTS).

- m. ***Family:** Includes students' parents, legal guardians, foster parents, 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 WIDA 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 no less than 10 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article. In the case of an announced observation, the observation shall be scheduled at a mutually agreeable time for the educator and evaluator.
- t. **Parties:** The parties to this agreement are the Quincy School Committee and the Quincy Education Association, Inc., which 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.
- 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 consists 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.
 - 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, guidance counselors, 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 not less than 10 minutes in duration.
 - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Educator work products.
 - iv. Examination of student work samples.
- c. Evidence relevant to one or more Performance Standards, including but not limited to:
 - i. Evidence compiled and presented by the Educator, including :
 - 1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - 2. Evidence of active outreach to and engagement with families;
 - 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 from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The 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.

7) Evaluation Cycle: Self-Assessment

- a. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii. The self-assessment includes:
 - 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - 2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - 3. Proposed goals to pursue:
 - a. At least one goal directly related to improving the Educator's own professional practice.
 - b. At least one goal directed related to improving student learning.
- b. Proposing the goals
 - i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- a. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain over the impact of this regulatory requirement (see Section 22) after guidance has been issued by ESE.
- 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 year of practice or first year assigned to a school:
 - i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii. The Educator shall have at least four unannounced observations during the school year.
- b. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i. The Educator shall have at least three unannounced observations during the school year.

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

- a. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- b. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

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

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

- a. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, but not less than 10 minutes in duration, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
 - ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox in a sealed envelope or mailed to the Educator's home.
 - iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least 30 minutes in duration within 30 school days.
- b. Announced Observations
- i. All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 2. 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. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - a. 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.
 - b. 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.
 3. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 4. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment.

- b. Describe actions the Educator should take to improve his/her performance.
- c. Identify support and/or resources the Educator may use in his/her improvement.
- d. State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- c. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- d. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- f. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or in a sealed envelope to the Educator's school mailbox or home.
- g. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- h. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received

the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- i. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- j. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- a. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- b. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- c. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- d. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or in a sealed envelope to the Educator's school mailbox or home.
- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- f. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- g. The Educator shall sign the Formative Evaluation report by 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 year Educator Plan, the summative report must be written and provided to the educator by May 15th. For Educators on a two year Educator Plan, the summative report must be written and provided to the educator by June 1.
- 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. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- h. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth. Nothing negative in terms of rating or evidence in the Summative Evaluation should be presented to the Educator for the first time in the Summative Evaluation.
- i. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or in a sealed envelope to the Educator's

school mailbox or home no later than May 15th for Educators on a one year plan, and no later than June 1st for Educators on a two year plan

- 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 for educators on a one year plan, and by June 10th for educators on a two year plan.
- k. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th for educators on a one year plan, and by June 15th for educators on a two year plan.
- 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. The District may assist the educator in securing and/or identifying the trainings and professional development recommended in the Plan.

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

- a. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- b. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- c. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- d. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- e. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- a. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has

been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. 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 Quincy Education Association attend the meeting(s).
 - iii. If the Educator consents, the Quincy Education 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;

- vii. Be developed by the Evaluator and the Educator with the assistance of a representative from the Quincy Education Association if requested by the Educator.
- viii. 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. Upon signing the Plan, the signed Plan shall be made accessible to the Educator.
- 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 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. 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.
 - 2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - 3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - 4. 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; minor adjustments to align with the school year calendar are to be expected year to year and will be communicated via the HR Department)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>

Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15 (One Year) June 1 (Two Year)
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1 (One Year) June 10 (Two Year)
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 (One Year) June 15 (Two Year)
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	<i>May 15 of Year 1</i>

Evaluator conducts Formative Evaluation Meeting, if any	<i>May 15 of Year 1</i>
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 (if required), June 15 (if requested) of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 20 of Year 2

B) Educators on Plans of Less than One Year

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

21. Career Advancement

A) In order to attain 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 1. The principal's decision is subject to review and approval by the superintendent.

B) 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, additional compensation, 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 Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties agree that at least 50% of the Educators in the district will be evaluated under the new procedures at the outset of this Agreement. In regard to the 50% of Educators evaluated under the new procedure, the following, in the below order of preference, will make up this 50%:
 - 1. All Non-professional Teacher Status Educator Staff;
 - 2. Professional Educator Staff due for evaluation pursuant to former evaluation procedure timelines; and
 - 3. Professional Educator Staff pursuant to inverse order of building seniority (i.e. person with least seniority within a building shall be evaluated first under new evaluation procedures).
- B) All Professional Educators shall be presumed to be proficient at the start of the new evaluation procedure and shall be placed on one (1) year self-directed growth plans.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative 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. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Quincy Public Schools

CLASSROOM TEACHER RUBRIC for EDUCATOR EVALUATION

The model rubrics for educator evaluation are grounded in DESE's Educational Vision for effective teaching and leadership, and reflect input¹ from educators, students, and families across Massachusetts on antiracist, inclusive, and equitable practices that support *all students* to attain academic knowledge and skills, understand and value themselves and others, and engage with the world.²

The Classroom Teacher Rubric describes elements of effective and culturally and linguistically sustaining practice across four Standards of Teaching:

- Standard I: Curriculum, Planning, and Assessment
- Standard II: Teaching All Students
- Standard III: Family and Community Engagement
- Standard IV: Professional Culture

These four Standards guide the development of Massachusetts educators from preparation through employment, articulating the key knowledge, skills, and behaviors essential of all teachers in public schools in Massachusetts to disrupt patterns of inequity and well serve richly diverse student bodies with varied educational needs.³

NOTE: In this rubric, "**all students**" represents *each and every student*, with particular focus on students who have been historically marginalized or underserved by our education systems, including but not limited to those who identify as Black, Hispanic/Latino, Asian, Indigenous, and Multiracial students, students with disabilities, multilingual learners, LGBTQIA+ students, students experiencing homelessness and/or financial insecurity, and students who are undocumented.

Culturally and linguistically sustaining practices affirm and value students' cultures, prior experiences, and linguistic resources to make learning more relevant and effective, promote academic achievement, cultural competence, and sociopolitical awareness, and value multilingualism as an asset. These practices are essential for all students in the classroom, regardless of their background, culture, or identity. All students benefit from an approach that is intended to meet the needs of diverse learners; from expanded cultural competence and sociopolitical consciousness; and from explicit instruction in the functions of language.

¹ DESE partnered with educators on the 2021-22 Principal and Teacher Advisory Cabinets as the key advisory group for this project. We also received input and feedback from students and families through a series of Student and Family Roundtables. For more information about these contributors, please see [Acknowledgements](#).

² See DESE's Educational Vision: <https://www.doe.mass.edu/commissioner/vision/>.

³ See [Appendix](#).

Using the Rubric in the Educator Evaluation Process

Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what Proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about Formative and Summative Performance Ratings on each Standard and overall. As a result, rubrics play a part in all five components of the evaluation cycle.

1. **Self-Assessment:** Educators use the rubric to examine their own practice and to identify areas of strength as well as areas for further growth and development.
2. **Analysis, Goal Setting, and Plan Development:** Educators and evaluators together review the rubric and agree on Indicators that will be the focus of their attention during the evaluation cycle. In addition, educators and their evaluators develop goals for improving professional practice and student learning. The rubric helps to paint a clear picture of what it will look like to move practice from Proficient to Exemplary in one Indicator or from Needs Improvement to Proficient in another. These distinctions are the starting point for conversation about setting specific, measurable, actionable, equity-focused goals.
3. **Implementation of the Educator Plan:** Educators and evaluators use the rubric to ensure that they are gathering evidence from multiple sources that will support a fair and comprehensive assessment of the educator’s practice on each Standard. The elements of effective practice defined in each Proficient descriptor can be used as a guide for feedback, professional learning, and the collection of evidence. Given the breadth and depth of practices represented, it is recommended that educators and evaluators prioritize certain Indicators aligned to educator, school, and district goals for professional learning, feedback, support, and evidence collection.

Note: The rubrics are written to support educators and evaluators in making judgments about evidence gathered across multiple measures – not from a single observation. Observations are a valuable way to gather evidence on educators’ performance against many, but not all, of the Standards and Indicators, and should be paired with other sources of evidence, such as artifacts of practice, student and family feedback, and evidence of student learning. The model rubrics were not designed to be observation tools and should not be used for that purpose.

4. **Formative Assessment/Evaluation and Summative Evaluation:** The rubric serves as the organizing framework for these conferences and reports as evaluators assess the educator’s performance on the continuum of practice described by the rubric.

For each Standard, there are Indicators that describe specific knowledge, skills, and performance at four levels.⁴ Distinctions by performance level are determined based on variations in quality (the ability to perform the skill, action, or behavior), scope (the scale of impact), and consistency (the frequency that skill, action, or behavior is demonstrated with quality). Continued growth and reflection are expected across all levels of performance, as described below:

Proficient		
The educator’s performance fully meets the requirements. This is the expected, rigorous yet attainable level of performance for most educators.		
Unsatisfactory	Needs Improvement	Exemplary
The educator’s performance is consistently below the requirements and has not shown improvement.	The educator’s performance is below the requirements but not considered to be Unsatisfactory at this time. Improvement is necessary and expected.	The educator’s performance exceeds requirements and consistently demonstrates high-quality practice with impact in the classroom or beyond.

⁴ This rubric includes examples of ways that educators may demonstrate Exemplary, Needs Improvement, or Unsatisfactory performance of each Indicator (indicated after “e.g.”). This is meant to illustrate, not prescribe, evidence that an educator “exceeds Proficient expectations,” “demonstrates some progress towards meeting Proficient expectations,” or “demonstrates performance consistently below the standard.”

Classroom Teacher Rubric – At-a-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 2. Knowledge of Students 3. Curriculum Literacy <p>B. Assessment</p> <ol style="list-style-type: none"> 1. Purposeful Assessment 2. Accessible Assessment <p>C. Analysis</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Adjustments to Practice 3. Sharing Progress with Students and Families 4. Sharing Progress with Colleagues 	<p>A. Instruction</p> <ol style="list-style-type: none"> 1. High Expectations and Support 2. Engaging Instruction 3. Inclusive Instruction <p>B. Learning Environment</p> <ol style="list-style-type: none"> 1. Positive Relationships 2. Safe Learning Environment 3. Collaborative Learning Environment 4. Student Ownership of Learning 5. Critical Thinking <p>C. Student Learning</p> <ol style="list-style-type: none"> 1. Academic Student Outcomes 2. Non-Academic Student Outcomes 	<p>A. Communication</p> <ol style="list-style-type: none"> 1. Communication with Families <p>B. Engagement</p> <ol style="list-style-type: none"> 1. Family Engagement <p>C. Collaboration</p> <ol style="list-style-type: none"> 1. Collaboration on Student Learning and Well-being 	<p>A. Reflective Practice and Professional Growth</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal-Setting 3. Professional Learning and Growth <p>B. Shared Responsibility, Collaboration, and Decision-Making</p> <ol style="list-style-type: none"> 1. Shared Responsibility 2. Professional Collaboration 3. Decision-Making <p>C. Professional Responsibilities</p> <ol style="list-style-type: none"> 1. Judgment 2. Professional Responsibilities

NOTE: Some Indicators (such as Reflective Practice and Professional Growth) are grouped together where and when they represent similar or complementary practices. Practices associated with the Cultural Proficiency Indicator are represented throughout the rubric as integral to performance across the Standards.

STANDARD I: Curriculum, Planning, and Assessment
The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering rigorous student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback, and continuously refining learning objectives.

I-A: Curriculum & Planning	Proficient		
	<p>1. Subject Matter Knowledge: Demonstrates sound knowledge of the subject matter by:</p> <ul style="list-style-type: none"> ● Using evidence-based pedagogical practices that enable all students to develop and apply grade-level knowledge and skills in relevant and real-world contexts. ● Supporting all students to make connections between the subject matter and real-world issues with impact on their communities and the world. <p>2. Knowledge of Students: Builds on and draws from knowledge of their students’ identities, skills, developmental levels, cultures, languages, and communities to provide relevant and differentiated learning experiences that enable all students to develop and exercise social-emotional skills (e.g. self-management and making responsible decisions) and progress towards grade-level standards.</p> <p>3. Curriculum Literacy: Skillfully uses curricular materials by:</p> <ul style="list-style-type: none"> ● Determining strengths and weaknesses of materials and adapting as necessary to plan evidence-based, inclusive, and culturally sustaining instruction, including identifying opportunities to create meaningful, relevant connections rooted in the local context. ● Identifying necessary supplemental resources and/or tiered supports to provide all students access to grade-level instruction. ● Utilizing a coherent instructional approach that builds student learning towards grade-level standards and individual learning goals over time through aligned lesson goals, scope, sequence, and tasks. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates limited knowledge of the subject matter and/or its pedagogy ○ Rarely provides grade-level appropriate, relevant, and differentiated learning experiences for all students ○ Inadequately implements curricular materials to support evidence-based, inclusive and culturally sustaining instruction 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates developing knowledge of the subject matter and/or its pedagogy ○ Provides learning experiences that are not consistently grade-level appropriate, relevant or differentiated to enable all students to be successful ○ Demonstrates some elements of curriculum literacy, but does not consistently implement curricular materials to support evidence-based, inclusive and culturally sustaining instruction 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates expertise in content-specific, culturally sustaining pedagogy that deepens students’ learning of the subject. ○ Advances students’ progress towards meeting or exceeding grade-level standards by routinely and skillfully tailoring planning and implementation of curricular materials to students’ needs, based on student data and feedback ○ Contributes to the professional growth of other educators in the skillful use of curricular materials

I-B: Assessment	Proficient		
	<p>1. Purposeful Assessment: Uses a variety of formal and informal assessments for specific instructional purposes, including to:</p> <ul style="list-style-type: none"> ● Understand each student’s strengths and areas for growth. ● Measure and monitor all students’ understanding throughout instruction and their progress toward grade-level standards and/or individual learning goals. ● Actively inform instructional decisions. <p>2. Accessible Assessment: Implements assessments that are accessible to all students by:</p> <ul style="list-style-type: none"> ● Providing multiple ways and opportunities for students to demonstrate their learning. ● Creating opportunities for students to be able to draw from their cultural and linguistic knowledge and personal experiences. ● Ensuring that assessment tasks, methods and instruments maintain the rigor and high expectations outlined in the grade-level standards and do not perpetuate racial, cultural, or linguistic bias. 		
	Unsatisfactory	Needs Improvement	Exemplary
<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> o Administers required assessments only; or may not adequately measure or track student growth or progress towards meeting or exceeding grade-level standards and/or individual learning goals o Rarely employs strategies to ensure assessment practices are accessible and culturally relevant 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> o Administers assessments to measure student learning but may not consistently check for individual student understanding or measure progress towards meeting or exceeding grade-level standards and/or individual learning goals o Sometimes employs strategies to ensure assessment practices are accessible and culturally relevant 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> o Strategically uses a wide range of purposeful assessments to gain information about each students’ progress towards academic as well as non-academic learning outcomes and adjusts instruction as needed o Consistently employs strategies to ensure assessment practices are accessible and culturally relevant; builds students’ awareness of potential biases in assessments o Contributes to the professional growth of other educators in the effective use of assessments 	

**I-C:
Analysis**

Proficient

1. **Analysis and Conclusions:** Analyzes disaggregated data from a wide range of assessments to:
 - Gain information about students' progress towards grade-level standards and/or individual learning goals, including trends across students or student groups.
 - Reflect on instruction and identify actions to reduce disparate outcomes and improve learning for all students.
2. **Adjustments to Practice:** Uses analysis and conclusions from a wide range of assessment data and feedback from colleagues, students, and families to adjust practice and implement differentiated and scaffolded supports for improved and more equitable student learning outcomes.
3. **Sharing Progress with Students and Families:** Collaborates with students and their families, in an accessible format and language, to:
 - Communicate specific, timely, and asset-based feedback on student progress towards grade-level or proficiency standards.
 - Identify ways to build on students' strengths and support further growth.
4. **Sharing Progress with Colleagues:** Collaborates with appropriate colleagues (e.g., special education teachers, English learner education teachers, paraeducators, general education teachers, and specialists) to:
 - Share conclusions about student progress towards grade-level standards and/or individual learning goals to identify ways to build on students' strengths and support further growth.
 - Seek feedback about instructional or assessment practices that will support student learning.

Unsatisfactory

Does not demonstrate adequate progress towards meeting *Proficient* expectations, or performance is consistently below the standard, e.g.,

- Does not draw conclusions or make adjustments to practice based on student data beyond minimal requirements
- Rarely shares conclusions about student progress with appropriate colleagues
- Provides limited or inappropriate feedback to students and families on student progress

Needs Improvement

Demonstrates some progress towards meeting *Proficient* expectations, with areas for growth in quality, scope, or consistency, e.g.,

- Analyzes assessment data for whole-group trends but may not yet routinely notice patterns for individual students or student groups
- Makes occasional or minor adjustments to practice or modifications to future instruction based on analysis of assessment data
- Occasionally shares conclusions about student progress with colleagues, students, and families and/or occasionally seeks feedback about practices that will support improved student learning

Exemplary

Exceeds *Proficient* expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,

- Routinely draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data to inform short and long-term instructional decisions
- Proactively shares conclusions and insights about student progress with colleagues, students, and families, and regularly applies their feedback about instructional and assessment practices to support improved student learning
- Contributes to the professional growth of other educators in the effective analysis of student data

STANDARD II: Teaching All Students

The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, demonstrate cultural proficiency.

II-A: Instruction

Proficient

- High Expectations and Support:** Supports all students to meet or exceed high expectations for grade-appropriate, standards-aligned learning, produce high-quality work, and develop self-awareness and skills for independent learning by:
 - Using evidence-based, culturally and linguistically sustaining instructional practices to provide equitable opportunities for grade-level learning.
 - Providing flexible and responsive supports, scaffolds, and tools to meet students' needs.
 - Communicating clear criteria for success (e.g., models, rubrics, exemplars).
 - Reinforcing perseverance and effort with challenging content and tasks.
- Engaging Instruction:** Engages all students as active participants in learning experiences that are relevant, real-world, and interactive by:
 - Providing opportunities for students to make choices, explore topics and apply learning in culturally and linguistically sustaining ways, and through real-world, interactive contexts.
 - Building on students' strengths, interests, cultural and linguistic backgrounds, and prior knowledge to support and motivate learning.
 - Facilitating purposeful student-to-student academic discourse with equitable student participation in discussion.
 - Integrating digital tools and educational technology that enhance learning experiences and promote the development of digital literacy skills.
- Inclusive Instruction:** Accommodates and supports individual differences in all students' learning needs, abilities, interests, and levels of readiness, including those of students with disabilities (in accordance with relevant IEPs or 504 plans), English learners and former English learners, academically advanced students, and students who have been historically marginalized, by:
 - Using appropriate inclusive practices, such as tiered supports, educational and assistive technologies, scaffolded instruction, and leveraging of students' native language and linguistic resources, to make grade-level content accessible and affirming for all students.
 - Providing students with multiple ways to learn content and demonstrate understanding, as appropriate.

Unsatisfactory

Does not demonstrate adequate progress towards meeting *Proficient* expectations, or performance is consistently below the standard, e.g.,

- Establishes low expectations for some or all students
- Rarely delivers engaging and inclusive instruction that supports all students to meet grade-level standards
- Uses limited or inappropriate practices to accommodate and support individual differences

Needs Improvement

Demonstrates some progress towards meeting *Proficient* expectations, with areas for growth in quality, scope, or consistency, e.g.,

- May state high expectations but provides few or limited supports for students to meet them
- Uses instructional practices that engage some students but leaves others uninvolved and/or passive participants
- Uses some appropriate inclusive practices

Exemplary

Exceeds *Proficient* expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,

- Consistently uses evidence-based, inclusive, and engaging instructional practices that support all students to meet or exceed grade-level standards
- Routinely incorporates student and family feedback into instructional decision-making
- Contributes to the professional growth of other educators' instructional practice



**II-B:
Learning
Environment**

Proficient
<p>1. Positive Relationships: Builds positive, caring relationships to help all students feel valued, respected, equitably supported, and welcomed in the classroom community.</p> <p>2. Safe Learning Environment: Creates and maintains a safe, supportive, and inclusive environment by:</p> <ul style="list-style-type: none"> ● Establishing classroom routines and systems to support student learning. ● Modeling and reinforcing respect for and affirmation of differences related to background, identity, language, strengths, and challenges (self- and social awareness). ● Supporting student accountability for the impact of their actions. ● Enabling students to take academic risks and share ideas freely. ● Seeking feedback from students on their experience of the classroom learning environment and making aligned adjustments to practice. <p>3. Collaborative Learning Environment: Develops students' relationship and communication skills by:</p> <ul style="list-style-type: none"> ● Providing students with frequent opportunities to interact with peers, make sense of complex ideas together, and develop language. ● Supporting students to engage with differences and diverse perspectives, respectfully challenge each other's thinking, and address interpersonal conflicts as they arise. <p>4. Student Ownership of Learning: Guides students to self-assess, problem-solve, ask for support, access resources when needed, and demonstrate leadership and/or positively contribute to the classroom and school community.</p> <p>5. Critical Thinking: Develops students' abilities to think critically, ask questions, and analyze sources, perspectives, and biases in order to deepen learning and make connections between the content and real-world problems and events (e.g., issues of identity, equity, power, and justice).</p>

Unsatisfactory	Needs Improvement	Exemplary
<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Does not adequately establish systems to promote a safe and collaborative learning environment for all students ○ Provides few opportunities for students to take ownership of their learning or exercise critical thinking 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Establishes some systems and routines that promote a safe and collaborative learning environment, but implementation is inconsistent or ineffective ○ Provides some opportunities for students to take ownership of their learning and exercise critical thinking, but may not develop these skills for all students 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Sustains systems and routines that promote a safe and collaborative learning environment for all students, as measured by student feedback ○ Consistently empowers all students to take ownership of their learning and exercise critical thinking ○ Contributes to the professional growth of other educators in the development of effective learning environments

**II-C:
Student
Learning**

- 1. Academic Student Outcomes:** Demonstrates expected impact on academic student outcomes based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available and student engagement overall.

The model rubrics describe educator practice and provide clear criteria across four performance levels that focus on the educator's actions and behaviors. The Student Learning Indicator is about the impact of those actions relative to student learning. Did students learn as much as educators set out to teach?

For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. An educator's impact on non-academic outcomes is also important to consider given the relationship between non-academic experiences and outcomes (e.g., student engagement, participation, and grade progression) and academic outcomes.

Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. There are no associated performance descriptors for the Student Learning Indicator.

Evaluators and educators should identify the most appropriate measures and assessments of academic and non-academic outcomes and anticipated gains associated with those measures when developing the Educator Plan.

STANDARD III: Family and Community Engagement

The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

III-A: Communication	Proficient		
	<p>1. Communication With Families: Establishes regular, two-way communication with families that:</p> <ul style="list-style-type: none"> • Is culturally and linguistically sustaining and aligned with family preferences, in language(s) that families understand, and in approachable language and formats. • Shares timely information about student learning and performance. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> o Infrequently communicates with families o Communications are inappropriate or culturally insensitive 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> o Relies primarily on one-way communication methods o Inconsistently uses culturally and linguistically responsive methods and formats for communications with families 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> o Frequently and proactively communicates with families in a manner that demonstrates understanding of and appreciation for different families' home language, culture, and values o Regularly seeks out and uses family feedback to inform communication methods o Contributes to the professional growth of other educators in effective communication with families

III-B: Engagement	Proficient		
	<p>1. Family Engagement: Engages with families in a way that is equitable and collaborative by:</p> <ul style="list-style-type: none"> ● Building positive relationships with families characterized by mutual trust and respect. ● Providing a variety of frequent, inclusive, and culturally and linguistically responsive opportunities for all families to engage as partners in the classroom community. ● Clearly and accessibly communicating information about family engagement opportunities. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Does not meet the school’s minimum expectations for family engagement ○ Rarely welcomes families to engage as partners in the classroom and school community 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates some effort to engage families as partners in the classroom or school community but may not provide an adequate variety of opportunities 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Engages all families using a variety of culturally and linguistically responsive practices and communication strategies that result in increased and/or more meaningful participation in the classroom and/or school community. ○ Seeks out and uses family feedback to inform engagement strategies and approach ○ Analyzes inequitable engagement patterns and mitigates barriers ○ Contributes to the professional growth of other educators in the practice of family engagement

III-C: Collaboration	Proficient		
	<p>1. Collaboration on Student Learning and Well-Being: Partners with families to support students’ learning and well-being by:</p> <ul style="list-style-type: none"> ● Leveraging families’ cultural and linguistic knowledge and expertise as assets. ● Engaging with families about what students are learning in the classroom and expectations for student success. ● Collaboratively identifying, and seeking family input on, strategies and resources for supporting student learning and growth in and out of school. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Does not collaborate with families as partners to support student learning and well-being 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Collaborates with families on a limited basis and/or may not fully leverage families’ knowledge and expertise as assets 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Regularly and meaningfully collaborates with families as partners to support student learning and well-being ○ Contributes to the professional growth of other educators in effective collaboration with families



STANDARD IV: Professional Culture

The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

IV-A: Reflection & Professional Growth	Proficient		
	<ol style="list-style-type: none"> 1. Reflective Practice: Reflects on the effectiveness of instruction and how one’s identities, biases, and practices impact student learning and well-being; and works to improve practice and eliminate learning inequities across race, gender, ethnicity, language, disability and ability, and other aspects of student identities, such that all students can meet or exceed grade-level standards. 2. Goal-Setting: Sets professional practice and student learning goals that: <ul style="list-style-type: none"> ● Are challenging, standards-aligned and measurable. ● Are based on thorough self-assessment, analysis of student learning data, and feedback from students and families. ● Promote more inclusive and equitable learning experiences and outcomes for all students. 3. Professional Learning and Growth: Seeks out and engages in ongoing cycles of professional learning to strengthen equitable practice and improve student learning, applies new knowledge and skills into practice, and monitors impact on student outcomes. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates limited reflection on practice and/or use of insights gained to improve practice ○ Sets goals that are vague and/or unrelated to one’s self-assessment or analysis of student data ○ Does not participate in professional learning opportunities and/or fails to apply new learning to practice 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Sometimes reflects on effectiveness of instruction but may not consider how one’s identities, biases, or practices impact student learning and well-being ○ Sets goals that are vague and/or based on a limited self-assessment or analysis of student data ○ Participates only in required professional learning activities and/or inconsistently or inappropriately applies new learning to improve practice 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Continuously reflects on impact on student learning and well-being, individually and with colleagues, and uses insights gained to improve practice and student learning ○ Sets and monitors challenging goals that elevate practice and student learning ○ Regularly seeks out and applies ideas for improving practice from supervisors, colleagues, professional learning activities, and other resources in a way that deepens expertise and improves student learning ○ Contributes to the reflection and professional growth of other educators

IV-B: Shared Responsibility, Collaboration, & Decision-Making	Proficient		
	<p>1. Shared Responsibility: Shares responsibility for schoolwide culture and learning expectations that promote an equitable and culturally and linguistically sustaining school community.</p> <p>2. Professional Collaboration: Collaborates and communicates with colleagues, including special education, paraeducators, English learner education, general education, specialists, and support staff, on tasks in support of shared goals for student learning such as adapting and implementing instructional materials, examining student work, analyzing student performance, and planning appropriate scaffolds, interventions, and supports.</p> <p>3. Decision-Making: Contributes ideas and expertise to planning and decision making at the school, department, and/or grade level to advance effective, equitable, inclusive and digitally appropriate instruction for all students.</p>		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> o Rarely reinforces schoolwide culture and learning expectations o Rarely and/or ineffectively collaborates with colleagues o Does not contribute relevant ideas and expertise to planning and decision-making at the school, department, and/or grade-level 	<p>Demonstrates some <i>progress</i> towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> o Inconsistently reinforces schoolwide culture and learning expectations, within and beyond the classroom o Collaborates and communicates with some appropriate colleagues in support of shared goals for student learning o Occasionally contributes relevant ideas and expertise to planning and decision-making at the school, department, and/or grade-level 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> o Individually and collaboratively develops strategies and actions that support and reinforce schoolwide culture and learning expectations, within and beyond the classroom o Effectively collaborates and communicates with all appropriate colleagues to foster trusting relationships and meet shared goals for student learning o Demonstrates leadership in planning and decision making at the school, department, and/or grade level that advances effective, equitable and inclusive instruction for all students

IV-C: Professional Responsibilities	Proficient		
	<p>1. Judgment: Adheres to the school or district’s existing code of ethics and protects student confidentiality appropriately, including student data privacy related to digital tools.</p> <p>2. Professional Responsibilities: Fulfills all routine professional responsibilities, including:</p> <ul style="list-style-type: none"> ● Performing duties of the role in accordance with school and district guidelines. ● Connecting students to needed academic and social-emotional supports as available. ● Engaging with all colleagues with respect and civility. ● Adhering to district attendance policies. 		
	Unsatisfactory	Needs Improvement	Exemplary
	<p>Does not demonstrate adequate progress towards meeting <i>Proficient</i> expectations, or performance is consistently below the standard, e.g.,</p> <ul style="list-style-type: none"> ○ Demonstrates poor professional judgment, fails to adhere to the school or district code of ethics, and/or discloses confidential student information inappropriately ○ Frequently fails to meet professional responsibilities 	<p>Demonstrates some progress towards meeting <i>Proficient</i> expectations, with areas for growth in quality, scope, or consistency, e.g.,</p> <ul style="list-style-type: none"> ○ Sometimes demonstrates questionable professional judgment or insufficient knowledge of the school or district’s existing code of ethics, and/or inadvertently shares confidential information ○ Meets professional responsibilities with some inconsistency 	<p>Exceeds <i>Proficient</i> expectations through consistent high-quality practice with impact in the classroom or beyond, e.g.,</p> <ul style="list-style-type: none"> ○ Models sound professional judgment ○ Fulfills all professional responsibilities to high standards and models this practice for others, including students

It is understood by the parties that this **MEMORANDUM OF AGREEMENT** may not be used in any forum in an effort to demonstrate the existence of a practice or precedent or to lend interpretation to any provision of this Agreement of the Collective Bargaining Agreement between the Committee and the Union, now or in the future. No grievance(s) will be filed, due to, or as result of this agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the Union and the Committee have executed this MEMORANDUM OF AGREEMENT on this ____ day of _____, 20__.

For The Quincy Educational Association

For The Quincy School Committee

