AGREEMENT

between

BILLERICA SCHOOL COMMITTEE

and the

BILLERICA FEDERATION OF TEACHERS, LOCAL 1677

AFT MA, AFT, AFL-CIO

AUGUST 26, 2025 to AUGUST 25, 2028

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ARTICLE 1. PREAMBLE

The School Committee of the Town of Billerica and the Billerica Federation of Teachers, Local 1677, American Federation of Teachers - Massachusetts, AFT, AFL-CIO, believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, there is mutual agreement that each child should receive that high quality of schooling that will allow him to achieve his potential as a student and as a citizen of the community; and

WHEREAS, the Federation has been duly selected by a majority of teachers as the exclusive representative of teachers for purposes of negotiating with the School Committee on wages, hours, and other conditions of employment; and

WHEREAS, the laws of the State of Massachusetts authorize collective bargaining for public employees and authorize School Committees to enter into collective bargaining agreements with the representatives of their employees;

THEREFORE, the parties have entered into this Agreement on this 10th DAY OF June, 2015, by and between the School Committee of the Town of Billerica, (hereinafter called the "Committee"), and the Billerica Federation of Teachers, Local 1677, American Federation of Teachers - Massachusetts, AFT, AFL-CIO (hereinafter called the "Federation").

ARTICLE 2. FEDERATION RECOGNITION

Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, and in recognition of the fact that a majority of the employees in the unit described below, in an election conducted by the Massachusetts Labor Relations Commission in Case MCR-595, have designated the Billerica Federation of Teachers, Local 1677, American Federation of Teachers - Massachusetts, AFT, AFL-CIO, as their bargaining representative with respect to wages, hours, and other conditions of employment under the provisions of Chapter 763 of the Acts of 1965 of the General Court and any subsequent amendments thereto, the Committee recognizes the Federation as the exclusive bargaining representative of employees in the following unit:

All classroom teachers now employed and/or unassigned teachers who are employed on a regular basis, guidance counselors, school nurses, Assistants to the Department Heads in the elementary, middle and senior high schools of the Town of Billerica School System, and including those persons whose duties are primarily those of a teacher regardless of classification, including but not limiting the foregoing, the school librarians, the school psychologist, social workers, the special teachers, e.g. remedial reading teachers and supervisors of elementary art and reading, speech, occupational and physical therapists, but excluding principals, assistant or vice principals, directors, assistant directors, coordinators, administrative assistants and supervisors, the superintendent, the assistant superintendents, team chairpersons and all other employees of the said MUNICIPAL EMPLOYER.

ARTICLE 3. DEFINITIONS

The term "Committee" as used in this Agreement means the Billerica School Committee and/or the school administrator(s) responsible under law for the decision at issue.

The term "Federation" as used in this Agreement means the Billerica Federation of Teachers, Local 1677, AFT MA, AFT, AFL-CIO.

The term "parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement.

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "elementary school" shall apply to the work location of the Ditson, Dutile, Hajjar, Kennedy, Parker, or Vining Elementary Schools of Grades K-5 through June 30, 2019 and Grade K-4 from July 1, 2019, forward.

The term "middle school" shall apply to the work location of the Locke or Marshall Middle Schools inclusive of Grades 6-8 through June 30, 2019 and grades 5-7 from July 1, 2019 forward.

The term "high school" shall apply to the work location of Billerica Memorial High School, excluding Project Support Preschool, BEAM, or the district special education office. "High School" is inclusive of Grades of 9-12 through June 30, 2019 and Grades 8-12 from July 1, 2019.

The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "teacher" and the term "person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article 2.

The term "Federation representative" as used in this Agreement means any qualified designee of the Federation.

The term "PTS" as used in this Agreement means professional teacher status as defined in M.G.L. c.71 §41.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE 4. COMMITTEE RIGHTS

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee, Superintendent, or building principals under statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. It is acknowledged that the School Committee has the final responsibility of establishing the education policies of the Public Schools of Billerica.

ARTICLE 5. COMPLETE AGREEMENT

Section 5.1. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

Section 5.2. No change or modification of this Agreement shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 6. LENGTH OF SCHOOL DAY AND YEAR

Section 6.1. The Federation will be consulted in the preparation of the annual school calendar at least one month in advance of its final approval, but it is acknowledged that the final decision in this regard must rest with the School Committee subject to the provisions set forth below. Returning bargaining unit employees shall work one hundred eighty-three (183) days. New employees who are required to attend summer orientations shall work one hundred eighty-five (185) days.

Section 6.2. Effective on the 91st work day of the 2022-2023 academic year, to the extent consistent with student safety and discipline including supervision to and from buses, the normal work day for all bargaining unit employees shall be seven (7) hours per day.

Section 6.3. Upon annual posting, all teachers who volunteer and are appointed to the compensated positions of high school bus duty and night school may be scheduled in excess of the above hours. In addition, upon posting, all teachers who volunteer and are appointed to the position of driver education (when a position is open) may be scheduled in excess of the above hours.

Section 6.4. All times above, except night school and driver education, shall consist of consecutive hours. These normal required daily duty hours will not be lengthened unless there is good reason to do so. The parties agree that in keeping with the demands being made upon the profession in a rapidly changing society, all Billerica teachers should devote substantially more time to their profession than the normal required duty hours listed above.

Section 6.5. There will be three professional development days for all teachers scheduled each year by the administration.

ARTICLE 7. AFTER SCHOOL MEETINGS

Section 7.1. When conferences with parents are to be conducted at the close of the school day, they shall be by prior arrangement between the parent and the teacher. However, teachers shall give consideration to any parents who arrive at the school without making prior arrangements for a conference, but shall not be required to meet without the principal or designee in attendance, if desired. Upon teacher request, the principal or his/her designee shall mutually schedule and be present at a parental conference.

Section 7.2. Teachers shall attend, and take such part as is assigned to them, in all meetings of an educational nature scheduled by their Department Head, their principal or the Superintendent of Schools. Reasonable advance notice of such meetings, normally of at least forty-eight (48) hours, will be given whenever possible, and no teacher will be excused except by the Superintendent or his designee. There shall be no more than ten (10) after-school meetings of fifteen (15) hours in the aggregate. Meetings shall not be longer than two hours in length. No more than one (1) meeting in this section shall be scheduled to coincide with early release days. If the meeting agenda is completed prior to the end of the two (2) hours period, bargaining unit employees shall be released to work independently or with colleagues on collaborative projects identified by the Principal under Article 9.

Section 7.3. The Administration will develop and establish a master calendar for each school year. The purpose of the calendar is, to the extent possible, to schedule in advance all administrative-held meetings. Such meetings include, but are not limited to faculty meetings, departmental meetings, professional learning community meetings, and principal/assistant principal meetings. The master calendar will be sent electronically to all staff, and a hard copy will be posted in each school, no later than the end of the second week of the school year. This calendar may be subject to change due to circumstances during the school year. In such cases, parties affected will be provided with reasonable advance notice.

Section 7.4. Additionally, teachers may be required to attend up to three (3) evening open houses, or other kinds of scheduled parent meetings of an educational nature pursuant to plans developed by the Superintendent in consultation with the sub-committees of the Education Development Committee set forth in Section T.2. Parent/Teacher nights will be from 6 p.m. to 8 p.m. Open House will be determined by the school principal in consultation with the Federation. Conferences shall not end later than 8:00 PM.

Section 7.5. Afternoon and evening conferences at the elementary schools will be scheduled on the same day.

ARTICLE 8. DUTY-FREE LUNCH

Section 8.1. Elementary teachers will normally have at least a thirty (30) minute duty free lunch, and high school teachers will normally have at least a twenty-five (25) minute duty free lunch, and there shall be no change that will substantially decrease the duty-free lunch time now available to middle teachers.

Section 8.2. Nurses will have on-site either a forty-five (45) minute lunch period; or a thirty (30) minute lunch period and a fifteen (15) minute discretionary break. Nurses will notify the Building Principal where they can be reached. The Principal or his/her designee will determine whether a nurse will be contacted during the lunch period.

Section 8.3. In addition to, but not added to the regular lunch period, each nurse may use, at her discretion, fifteen (15) minutes for personal reasons.

ARTICLE 9. TEACHER PROGRAMMING

Section 9.1. The wishes of the individual teachers in this request will receive the fullest consideration but the instructional requirements of the school system and its pupils shall be the controlling factors as decided by the Superintendent.

Section 9.2. Except in cases of emergencies, teachers will be notified by their principal of any change in their teaching program for the next school year by August 1.

Section 9.3. Whenever possible the number of different rooms in which assignments occur for a teacher shall be held to a minimum.

Section 9.4. Every effort will be made within each building to make an equitable assignment on a rotating basis of cafeteria, bus, recess, and lavatory duties.

Section 9.5. Teachers who travel between buildings (other than the High School Memorial Building and the new addition) shall have that travel time considered duty time.

Section 9.6. The School Committee shall provide a qualified instructor for the Nursing Staff on a Professional Development or early release day to present the necessary training for CPR recertification.

ARTICLE 10. PREPARATION TIME

Section 10.1. HIGH SCHOOL. Normally, except in cases of emergency, including the need to substitute, High School teachers shall not be involuntarily assigned more than five (5) teaching periods. If the seven (7) period High School day is changed, High School teachers shall not be involuntarily assigned teaching duties more than seventy percent (70%) of the student day. Secondary teachers shall have at least one (1) preparation period per day. All other teacher time (exclusive of lunch period) may be devoted to student supervision or other non-teaching duties as assigned by the principal. Any deviation from the above shall be extremely rare.

Section 10.2. MIDDLE SCHOOL.

a. If the middle school schedule converts to a seven-period day, all teachers shall teach no more than five (5) out of seven (7) classes, and teams shall not include more than four teachers nor more than four student homerooms.

b. If the middle school schedule remains as a six-period day, team teachers shall be assigned a preparation every day and a duty period up to every other day, except where circumstances require a duty period on additional days, and non-team teachers shall not be involuntarily assigned to teach more than an average of 75% of the student day during an academic cycle.

Section 10.3. ELEMENTARY. Beginning with the 2023-2024 school year:

a. Bargaining unit employees at elementary schools shall be entitled to forty-five (45) minutes of daily preparation time. Specialist blocks shall be forty-five (45) minutes in duration. Teachers shall have a total of 400 prep per week, prorated for shortened weeks. Unassigned teacher time shall remain unassigned except in extenuating circumstances or by mutual agreement between the teacher and supervisor.

b. There shall be three (3) elementary early release days per school year where the students are released after lunch, and the teachers shall then engage in preparation time. These release days shall be at least two (2) hours prior to the end of the regular school day.

c. Except in extenuating circumstances, bargaining unit employees shall be assigned to supervise student lunch and/or recess no more than twice a week.

Section 10.4. NURSING DEPARTMENT PREPARATION.

a. Nurses shall receive preparation time equivalent to one school day every two weeks. Scheduling will be contingent upon the staffing needs of the district. The district shall make every reasonable effort to distribute this preparation time as evenly as possible across work days.

b. In buildings where more than one FTE nurse is assigned, nurse preparation time shall be staggered so that at least one nurse is available at all times during the

day. In buildings where one or fewer FTE nurses are assigned, the district shall provide substitute nursing coverage, which may consist of a nurse from one building traveling to another to provide such coverage.

c. The Director of Nursing will provide nurses with a nursing schedule every two weeks.

d. Prep time for nurses will be fulfilled in at least two hour increments.

e. In the event that a nurse misses a prep because of staffing shortages, the employee will receive compensation at the ESY rate, provide (i) the employee notifies the Director of Nursing within forty-eight hours of the missed preparation period and (ii) the missed preparation time is not made up within four weeks of the end of the two-week cycle in which the preparation period was missed.

Section 10.5. It is understood that individual preparation time is to be continuous, uninterrupted, and self-directed.

Section 10.6. EXTENDED EMPLOYEE HOURS

a. Extended employee hours are defined as time prior to scheduled student arrival or after scheduled student dismissal when employees are required to be in the building.

b. Extended employee hours shall be used for teacher directed preparation time except for one day a week, which administration may use for meetings (ex. MTSS, special education, consult time, common planning time, and coaches meetings). Beginning day 90 of the 2025-2026 school year, such meetings shall occur in the morning. However, if a principal feels the need to do so, they may utilize the extended thirty-minutes to extend a regularly scheduled afternoon staff meeting up to twice per school year, in which case they will communicate the time change to the faculty at least two weeks prior to the date of the meeting. Should there be no meetings scheduled, this time shall become teacher-led preparation time.

c. Each building will release a schedule at the beginning of the school year that identifies the days that the district will use extended employee hours for meetings. Staff must be notified of changes to the schedule at least two weeks in advance.

d. Teachers who voluntarily give up their preparation time during extended employee hours to supervise activities will be compensated at the appropriate corresponding rates in the Appendices.

ARTICLE 11. SPECIAL EDUCATION WORKER TOPICS

Section 11.1. In the event a special education teacher or related service provider misses a preparation period because of staffing shortages, the employee shall receive compensation for such missed time at the curriculum rate, provided (i) the employee notifies the Principal within twenty-four (24) hours of the missed preparation period, and (ii) the missed preparation time has not been made up within two (2) weeks.

Section 11.2. During student diagnostic testing or direct services to students busy periods, bargaining unit employees shall receive the curriculum rate of pay for additional work that is required

outside the contractual workday, provided that such additional work is approved in advance by the Director of Special Education who shall respond within a reasonable amount of time.

ARTICLE 12. ELECTRONIC GRADING

Section 12.1. Responsibility for back up of the electronic grading system shall be by the Employer.

Section 12.2. A filter shall be used to block all personal information other than a teacher's email address and name on the portal.

Section 12.3. The Employer shall be responsible for providing reasonable training to bargaining unit employees around electronic grading. The Employer shall make said trainings available during normal hours.

Section 12.4. The Employer shall provide technology that allows access to the electronic grading system.

Section 12.5. The Administration shall support parents by providing guidance on how to access and use the electronic grading portal.

Section 12.6. Progress reports, report cards, and comments shall be made available online.

Section 12.7. However, in certain cases, grades will be in paper form and mailed home. If a parent requests a paper form of the grades, it will be the Administration's responsibility to provide this information to the parent.

Section 12.8. The parties acknowledge the educational benefit to regular and timely feedback. Teachers shall be responsible for updating the grades for their students within a reasonable period. Generally speaking, grades shall be entered within ten (10) school days.

Section 12.9. Teachers shall be required to record attendance on the electronic grading system for homeroom morning attendance.

Section 12.10. Grades shall be considered tentative until final grades are verified.

Section 12.11. Questions about student grades shall be addressed to the teacher.

Section 12.12. A standing committee comprised of equal numbers of Federation and Administration members will be appointed to recommend relevant changes to the Electronic Grading System.

ARTICLE 13. EXTRA-CURRICULAR ACTIVITY

Section 13.1. A schedule for payment of extra-curricular duties is set forth in Appendix C, which is attached to and made part of this Agreement.

Section 13.2. Assignment to these enumerated duties shall be voluntary.

Section 13.3. Assignment of these duties and positions is subject to annual reappointment by the Principal, or by the Superintendent for system-wide positions.

Section 13.4. The enumeration of certain positions set forth therein neither means that the Committee must continue these in existence, nor is intended to exclude payment for any other extra-curricular duties not specifically included herein.

ARTICLE 14. CLASS SIZE

Section 14.1. The Committee and the Federation recognize the desirability of achieving optimum teaching-learning by assuring workable class size and adequate and appropriate teaching space. To this end the Committee recognizes that subject to educational considerations it is desirable to attempt to reach class maximums as recommended by the Department of Education. The Department of Education currently recommends optimal class sizes as: 25 for High School, 22 Middle Schools, 18 for Elementary Schools.

Section 14.2. The Committee also recognizes that they will work toward the Federal and State guidelines for student/nurse ratios.

ARTICLE 15. SCHOOL FACILITIES

Section 15.1. Whenever possible:

a. Every school building shall have at least one teacher's lounge which is kept clean, and provided with suitable furniture.
b. Mailboxes for teachers shall be provided in all schools.
c. Teachers shall be assigned storage space and a file cabinet with lock in which to keep instructional materials and supplies.
d. Each teacher shall be given access in each building to the following aids: a photocopier, an internet capable computer, and a printer where available.
e. Parking facilities cleared, paved and marked shall be provided for all professional staff members.
f. Every class shall be held in a properly heated, lighted, ventilated, soundproofed and equipped classroom.
g. A telephone for faculty use shall be authorized in each building.

Section 15.2. If elementary space becomes available, serious consideration will be given to using it for special subject purposes such as art, music, computer, library, special education, providing space for physical and occupational therapy (large space for gross motor skills, smaller spaces for fine motor skills, quiet space for speech therapy) and the like.

Section 15.3. The School District shall provide and maintain a safe and healthy work environment, consistent with OSHA standards, Federal, State and local laws, rules and regulations, for the bargaining unit employees.

Section 15.4. The employer will supply evaluation and treatment materials used by therapists for each building so they do not require transporting to various work sites. Each building will have a storage area to keep therapy materials safely.

Section 15.5. Direct telephone lines will be operable to each school during Open Houses or the similar kinds of scheduled parent meetings.

ARTICLE 16. EVALUATIONS, TEACHER FILES AND DISCIPLINE CODES

Section 16.1. All observations of teaching performance shall be conducted by an Administrator personally and with full knowledge of the teacher. The parties shall conduct teacher evaluation in the manner agreed pursuant to 603 CMR 35.00, M.G.L. c. 71 §38, and M.G.L. c. 150E. The evaluation instrument is incorporated by reference herein as executed September 4, 2012, and can be found in Appendix F.

Section 16.2. Violations of this article are subject to grievance and arbitration procedures. The dismissal for any reason of a teacher with professional status is subject to arbitral review in accordance with the standards of M.G.L. c. 71 §42. In all cases involving teacher evaluation, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.

Section 16.3. The parties agree to designate an equal number of representatives to meet as a subcommittee to review and discuss integration of terms into the evaluation instrument regarding district-determined measures (DDMs). The subcommittee will complete its work and report to both parties its recommendations, if any, on or before December 1, 2015, for bargaining as required by M.G.L. c.150E.

Section 16.4. The parties agree that there shall be two artifacts (for a total of 16) produced by the educator per each of the eight "power indicators" applied in the evaluation process.

Section 16.5. Teacher files shall be maintained under the following circumstances:

a. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files by an administrator unless the teacher is first given a copy in person or by certified mail.
b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
c. Upon request, a teacher shall be given access to his file within a reasonable time and as required by law.
d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his or her file

Section 16.6. Official grievances filed by any teacher under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which it utilized in the promotion process; nor shall it be used in any recommendation for job placement.

Section 16.7. Copies of any discipline code(s) promulgated by the School Committee will be distributed to appropriate school personnel.

Section 16.8. A subcommittee, chaired by the Assistant Superintendent of Schools and comprised of the Assistant Superintendent, two additional administrators, and three teachers designated by the Federation, will convene to align the evaluation system with the current DESE regulations and to implement a digital platform for use in teacher evaluation. The work of the subcommittee shall be submitted to the parties' principals for ratification no later than June 30, 2023.

ARTICLE 17. SUBSTITUTE SERVICES, STUDENT TEACHERS, RELIEF FROM NON-TEACHING DUTIES

Section 17.1. Whenever possible substitutes shall be hired to cover classes of regularly assigned teachers and specialists, when they are absent.

Section 17.2. Whenever teachers are requested to substitute because a hired substitute cannot be found, such duty shall be assigned on a rotation basis. A committee comprised of one teacher (selected by the BFT) from each elementary school and appropriate members of the Administration shall be formed to review the use of substitutes at the elementary school level.

Section 17.3. In order to effectively recruit an adequate number of substitute teachers, the School Committee agrees to:

a. Advertise in September, November, January, February, and March in the Sunday Boston Globe, Billerica Minuteman, Lowell Sun, and on Billerica Access TV and submit copies of such to the Billerica Federation of Teachers.
b. Have the Superintendent, or his designee, notify the Union in writing when the number of substitutes is not sufficient to cover absences on the days of such occurrence.

Section 17.4. In training teachers, acceptance of trainees shall be voluntary. Adequate advance notice of the assignment of a trainee shall be provided.

Section 17.5. The Administration shall request that those institutions which have training teachers in Billerica give three (3) credit course vouchers to supervising teachers.

ARTICLE 18. TEACHERS LEGAL ASSISTANCE

Section 18.1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the principal of the school in which the assault occurred in accord with the specific procedure published for that school.

Section 18.2. Upon the teacher's request, or the principal's decision, an assault report will be forwarded to the Superintendent of Schools who will comply with any reasonable request from the teacher for information in the school department's possession relating to the incident or the persons involved, and who will act in appropriate ways as liaison between the teachers, the police and the courts.

Section 18.3. The teacher will be advised whenever his or her assault report is referred to the Superintendent of Schools and will further be advised as to the disposition of any assault report including discipline, if any, imposed upon the student unless the administration determines in a particular case that there are special privacy or other considerations making less than full disclosure of that disposition appropriate.

Section 18.4. The School Committee and Superintendent will make every reasonable effort to persuade the Town to exercise its authority under Chapter 258 of the General Laws to defend and indemnify a teacher against claims brought against him or her for acts or omissions in the scope of his or her employment in any case where the Town is not obligated to so defend and indemnify or such defense and indemnification is not provided under the Town's liability insurance policy. If a teacher desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him or her, such teacher may submit a

proposal to the Superintendent for reimbursement of his or her reasonable counsel fees and any damage to personal property.

ARTICLE 19. DAMAGE OR LOSS OF PROPERTY

Section 19.1. No teacher shall be held responsible for loss, damage, or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the teacher.

Section 19.2. A teacher shall report any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction, and shall upon request reduce such report to writing.

ARTICLE 20. LAY-OFF

Section 20.1. During times of financial hardship or restructuring, the parties desire to have a systematic approach to reductions in force. The following reflects the shared values of the parties.

Section 20.2. Phase 1: In accordance with Massachusetts General Laws, the Employer shall layoff all non-professional status teacher(s) within the applicable certification prior to layoffs of any professional status teachers. Bargaining unit employees who lack eligibility to obtain statutory Professional Teacher Status, but have completed a consecutive three-year probationary period working continuously under an industry license applicable to their position, shall be treated the same as professional status teachers.

Section 20.3. Phase 2: In the event the Employer needs to lay-off a professional status teacher(s), the Employer shall identify all possible employees (within applicable certification) and layoff the employee with the least number of points according to the following rubric below. If two employees have the same amount of points, said employees shall be considered equal and seniority shall be the determining factor.

Years of Service	
Years of Service	1 point per year
Evaluations	
Last 3 summative evaluations	1 point for each summative evaluation of proficient or above (Total 3)
Standards	1 point for each proficient or above assessment on standards (Total 12)
Discipline	
0 Disciplinary infractions with last 3 years	4 points
1 minor disciplinary infraction within last 3 years	2 points
More than 1 minor infraction or a serious infraction resulting in a suspension in the last 3 years	0 points
Contributions to School Community	
Contributing to the school community within the last 3 years (giving professional development, holding a stipended	1 point per year (no more than 3 points)

position, volunteering for a committee. Building stewards and union officers will be given a point for their service.)	

Section 20.4. Phase 3: In the event the person(s) with the lowest point level gets targeted for layoff and holds a certification in a different area, that individual shall have the right to bump an employee in that secondary certification area. When this occurs, the Employer shall complete "Phase 2" again where applicable.

Section 20.5. The provisions of this Article shall apply to BEAM employees within their area of certification.

ARTICLE 21. RECALL

Section 21.1. A laid off PTS teacher shall have recall rights for two years after being laid off, e.g. the first day of school in September, 2010, is the first day of work missed because of lay-off. The teacher has recall rights for applicable vacancies occurring up to and including the first day of school in September, 2012.

Section 21.2. Laid off teachers will be recalled to vacancies occurring in their lay-off units in reverse order of lay-off out of that unit, i.e., last out, first in, subject to their ability to perform the available work.

Section 21.3. Vacancy means any opening in a full-time position in the bargaining unit that is expected to last the remainder of the school year.

Section 21.4. Notification of recall shall be by certified or registered mail, return receipt requested sent to last home address listed in the teacher's personnel folder. Any teacher who does not file an acceptance in writing of the recall with the Superintendent within ten (10) calendar days of the mailing to said last home address shall lose all recall rights.

Section 21.5. Advancement on the salary scale for teachers on recall will be pursuant to Section 48.10.

Section 21.6. Subject to approval of the Town insurance administrator, teachers on recall may continue their group health and life coverages by reimbursing the Town or otherwise paying the full cost of their coverage.

Section 21.7. This recall provision and the lay-off provision of Article 18 shall be applied so as to give a PTS teacher scheduled for lay-off or on recall a preference over a new hire in any area in which the incumbent PTS teacher is certified so long as in the professional opinion of the Superintendent of Schools doing so will not detract from program quality. If a PTS teacher not given such preference thinks the Superintendent's opinion is arbitrary or capricious, that teacher may grieve.

Section 21.8. Nurses who are laid off shall have recall rights in accordance with M.G.L. Chapter 31 (Civil Service Regulations).

ARTICLE 22. SCHOLARSHIP STANDARDS: CURRICULUM

Section 22.1. In each school, at each grade, at the elementary level, and in each department, at the secondary level, teachers may elect a Committee of their peers to assist the Assistant Superintendent for Curriculum and the principal/department chairperson in making his curriculum and textbook recommendations. It is the intent of both parties to assure that bargaining unit employees enjoy academic freedom to teach grade-level standards in the Massachusetts Curriculum Frameworks and align to School Committee Policy IMB. The teacher shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study as long as it is presented in a scholarly and objective manner, with appropriate consideration of students' ages, grade levels, and developmental stages and best practices. Such discussion may include the presenting and interpreting of facts and ideas concerning current events, human society, and the physical and biological world. It is recognized that the academic freedom is subject to reasonable professional parameters and the legal right of the EMPLOYER to determine the curriculum.

Section 22.2. An Education Development Committee shall be created consisting of four (4) teachers appointed by the Federation and four (4) administrators appointed by administration with each group having at least one (1) representative from each of the following areas: elementary, middle, and high schools. The purpose of the Committee is to participate in the development, implementation, evaluation, and improvement of teaching methods and materials, educational programs, and school facilities with respect to inter-school (elementary) or inter-departmental (secondary) issues. The Committee will establish its own rules of procedure including the selection of a chairperson and schedule of meetings subject to the need to avoid conflict with other academic or administrative obligations of its members.

Section 22.3. Teachers who have not been advised of the status of their supplies and materials budget requests three (3) weeks before the close of school in June may request this information from their principal/department chairperson within the next week, and be so advised prior to the close of school.

Section 22.4. The parties agree to continued consultation with a view to initiating within fiscal constraints a more intensive and effective program for the academically talented in the Billerica school system.

ARTICLE 23. JUST CAUSE

Section 23.1. No employee with professional teacher status ("PTS"), BEAM employee who has completed three consecutive years of service in such position, or any other bargaining unit member who has passed the probationary period provided in Section 20.2, will be discharged or suspended without just cause. A PTS teacher may challenge a suspension of dismissal in accordance with MGL Ch. 71, Section 41 or 42D.

Section 23.2. A non-PTS employee, after ninety (90) calendar days of continuous employment and during his/her contract year, shall not be discharged or suspended except in accordance with MGL Ch. 71, Section 42 or 42D.

Section 23.3. When an employee is the subject of an investigation, which reasonably may result in the imposition of discipline, the employee will be advised by the employer of his or her right

to Federation representation prior to the investigatory interview. The employee may accept or decline the representation, or may choose not to participate in the investigatory interview, in which case, the employer may continue to investigate the matter and may draw an adverse inference from the employee's refusal to participate.

ARTICLE 24. MENTORING PROGRAM

Section 24.1. Three Mentor Coordinators shall be selected to design and operate a mentoring model for the Billerica Schools, under the supervision of the Assistant Superintendent. There shall be two (2) teachers appointed by the mutual agreement of the BFT President and the Superintendent and one (1) administrator, when feasible, appointed by the Superintendent. In the event an administrator cannot be assigned, the third Coordinator position will be offered to a teacher selected by mutual agreement of the BFT President and the Superintendent. The mentor program shall be subject to approval by the School Committee and BFT Executive Board.

Section 24.2. Teachers new to the profession will receive the benefit of a certified, trained mentor for their first year of teaching.

Section 24.3. Teachers appointed as Mentor Coordinators shall receive a category II stipend in accordance with Appendix C.

ARTICLE 25. NEW EMPLOYEE ORIENTATION

Section 25.1. For bargaining unit employees hired before the start of the academic year, the Federation shall be provided at least one (1) hour to orient new members of the district as a group on the first day of new teacher orientation.

Section 25.2. Beginning with the 2026-2027 school year, BFT Building Representatives, prior to the commencement of the school year, shall initiate with the Principal the creation of a regular schedule for monthly union orientation sessions of thirty (30) minutes in duration each. The orientation session shall take place sometime in the first two weeks of each month, starting with October. All BFT unit members (teachers and paraprofessionals) hired in the previous month shall be provided release time to attend this session, and one (1) BFT representative shall be provided release time for the purpose of carrying out this orientation. If no new unit member has been hired in the previous month, this meeting shall not take place. This meeting shall be in lieu of, not in addition to, the meeting time set forth in Article 58.5(c).

ARTICLE 26. ACCESS TO ADMINISTRATION BY NURSES

In recognition of the professional standing of nurses and the fact that the nurses' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of nursing and education in, as well as, the efficient and economical operation of, the Billerica School System and in recognition of the Federation's knowledge of the ideas and opinions of nurses, the Committee agrees that upon the request of the Federation, the Superintendent or his designee will meet with the nurses. These meetings will normally occur not more than every three (3) months.

ARTICLE 27. ASSIGNMENT TO BUILDINGS

Bargaining unit members shall be assigned to a building. Unit members who have split school assignments shall have the school he/she works at more identified as his/her 'primary' school. Direct service providers who have caseloads in multiple buildings shall have a 'district wide' assignment. If there is equal time between buildings, the Superintendent or designee shall identify a primary school.

ARTICLE 28. CASELOADS

Section 28.1. The parties recognize that special education teachers provide direct instruction and consultation services for students and also serve as a "liaison" who perform such tasks as scheduling IEP meetings, writing IEPs and preparing progress reports. Assignment of the teacher to serve as a liaison for a student with whom the teacher does not also provide instruction or consultation services will trigger the teacher's option to request a meeting with the Principal/designee. The purpose of this meeting will be to discuss the issue and to consider the need for an implementation of remedies in light of the needs of particular students and available resources.

Section 28.2. The parties acknowledge the importance of reasonable caseloads for related service providers and special education teachers, with the understanding that the number of students is not the only factor to be considered. Other factors include the needs of the particular students to be served (e.g., ages, severity of needs, the service delivery provided by Individual Education Plans, including the number of sessions, whether individual or small group, direct support in the classroom, teacher consultation) and MLL status, along with the number of buildings to be served, the number of grade level standards involved, and any school-wide initiatives or supports assigned to the provider. In addition, the scope of responsibility must be considered.

In the event a related service provider considered an assigned caseload to be unmanageable, the provider may first request to meet with the building principal. The purpose of this meeting will be to discuss the issue and to consider possible remedies where appropriate.

Section 28.3. In the event that no resolution is reached as a result of the administrative meeting outlined above, the bargaining unit member may request a meeting with the Director of the Department. If the Director's action does not seem adequate, the bargaining unit member may request a meeting with the Superintendent to review the matter.

Section 28.4. If an administrator identified above determines that a remedy is necessary and appropriate in a particular circumstance, such remedy options may include, but are not limited to reassignment of students, assignment of additional staffing, added release time for preparation, or financial considerations.

ARTICLE 29. CURRICULUM SUPPORT SPECIALISTS

Section 29.1. The duties of the Curriculum Support Specialists shall be defined. For this purpose, a labor-management committee will be convened to provide the Assistant Superintendent feedback on the role of the Curriculum Support Specialists. The committee will provide

input to the Assistant Superintendent around roles and responsibilities. The work of this committee will be completed by June 2026. After June 2026, this labor management committee will be dissolved.

Section 29.2. Except in case of severe emergency Curriculum Support Specialists shall not be utilized as substitutes.

Section 29.3. Curriculum Support Specialists will be responsible for their departmental activities to the Department Chairpersons.

Section 29.4. For compensation of Curriculum Support Specialists refer to Appendix D.

Section 29.5. Except in case of an emergency, Curriculum Support Specialists non-teaching time shall be devoted to departmental work.

Section 29.6. The Curriculum Support Specialists shall be posted annually.

Section 29.7. While Curriculum Support Specialists shall not be responsible for assigning teacher schedules, case loads, and rooms, they shall be responsible for working with the Coordinator to develop teacher schedules, caseloads and rooms. The Coordinator shall make the final decision and communicate them to staff as applicable.

ARTICLE 30. JOINT STANDING COMMITTEE ON CLASSROOM SAFETY

Section 30.1. A joint standing committee composed of three (3) administrators and three (3) staff members mutually identified by the Superintendent and the president of the Federation will meet to review options for supporting staff in a class with extraordinary and documented student or staff safety concerns. Federation members who participate on this committee shall earn professional development points (PDPs) based on actual time expended on committee work as with other PDP opportunities. The group will be responsible for doing the following:

a. Identify resources for teacher support;
b. Provide feedback and recommendations to building administrators for review and consideration;
c. Identify potential professional development in classroom management and/or positive behavior intervention; and
d. At least once per year, the committee shall give a written report to the Superintendent of Schools.

ARTICLE 31. TEACHING SPECIALISTS

Section 31.1. "Teaching Specialist" for the purpose of this Agreement refers to teachers in the elementary schools who are specialists in the following areas: Music, Art, Reading, Physical Education, Teachers of Special Needs, Librarians, and Computers.

Section 31.2. The Committee shall maintain teaching specialists to the end of enriching curriculum, improving teaching services.

Section 31.3. The role of teaching specialists shall be defined.

Section 31.4. Guidance Counselors may be called upon to work, when necessary, at a pro rata reimbursement for two (2) weeks of the summer recess.

ARTICLE 32. ELEMENTARY LEAD TEACHERS

Section 32.1. In elementary schools that do not have a Vice/Assistant Principal, or Administrative Intern, the Superintendent will appoint, for a one year term (not to exceed three consecutive appointments for one teacher) a lead teacher to assist the Principal in budget planning, ordering, distribution and inventory of materials, and to provide coverage in the absence of the principal. Lead teachers will received a stipend equal to that of an Assistant Department Head.

ARTICLE 33. OPENINGS

Section 33.1. On or before May 1 each elementary principal will post for his or her school the number of classes in each grade tentatively expected to exist in that school the following September. Any teacher in that school who desires a different grade assignment in that school shall then have five (5) school days to file a written request for such change with the principal. If any elementary teacher is dissatisfied with an involuntary grade level change, the teacher and the Federation may appeal the Principal's decision to the Superintendent or an appropriate designee.

Section 33.2. No teaching position may be permanently filled without first being posted to the entire membership.

Section 33.3. Postings shall include salary or stipend, and specifically state whether or not the position qualifies for inclusion in retirement calculations for the Massachusetts Teacher Retirement System.

Section 33.4. During the summer months, open positions will be emailed to each unit member and posted in the main office of each building as well as at the School Administration Offices.

Section 33.5. The BFT President will receive copies of all postings.

Section 33.6. In cases where a current staff member is selected for the opening, the reassignment may be deferred to the next school year at the Superintendent's discretion.

Section 33.7. Positions vacated by a mid-year retirement will be posted in May of the preceding year if advance notice had been given to the School District. Positions vacated by an unanticipated mid-year retirement will be excluded from this requirement.

Section 33.8. Any teacher who applies for a position will be given an interview by that school's principal. In the event that the teacher does not receive the position, the teacher shall be notified of the reason in writing within thirty (30) days by the principal.

ARTICLE 34. TRANSFERS

Section 34.1. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Billerica

school system will be considered in determining which teacher is to be transferred to comparable positions as far as is reasonably possible.

Section 34.2. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher will be notified of the reasons for the transfer. The Federation shall be notified in advance of such a meeting. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher the Federation will be notified and the Superintendent, or his designee, will meet with the Federation's representative to discuss the transfer, but the final decision must rest with the Superintendent of Schools.

ARTICLE 35. PROMOTIONS

Section 35.1. Every vacancy in any promotional position established or continued by the School Committee (i.e., extra-curricular duties or positions in addition to those of classroom teachers) shall be publicized by a notice except in emergency situations, for fifteen (15) calendar days, in advance of the date of filling such vacancy. Such notice shall clearly set forth the specifications, qualifications, and compensation of the position, and the date by which applications shall be filed with the Superintendent. When promotions are to be made when school is not in session, the President of the Federation shall be given written notice of such vacancies.

Section 35.2. Advancements, promotions, or transfers shall be based upon the Committee's judgment as to what will serve the best interests of the students and the Committee will consider knowledge, ability, skill, efficiency, attendance, criminal background (as it relates materially to the position) of the applicants. Whenever the above facts are equal in the judgment of the Committee, the applicant with the longest tenure of employment in the system will be advanced, promoted or transferred. It is recognized that the final decision as to whether or not transfers are made or to whom promotions are granted must rest with the Committee.

Section 35.3. Vacancies shall be filled by an applicant within the Billerica school system if his educational qualifications, experience and potential for the position are, in the opinion of the School Committee, equal to those of any other applicants. Nothing in this Agreement shall prevent the School Committee or Administration from making acting appointments in the best interests of the educational needs of the system until positions can be filled with permanent appointments as provided in this Agreement. Time spent in such acting appointment shall not be regarded as evidence of superior qualifications for the position.

Section 35.4. All applicants within the Billerica Public Schools will be notified of the disposition of their applications.

ARTICLE 36. OTHER JOB OPENINGS

Section 36.1. All professional openings for summer and evening programs and for positions under federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

Section 36.2. Any such openings for direct classroom teaching shall be filled first by regularly appointed teachers in the Billerica School System qualified for the teaching involved; but their preference shall not extend to other kinds of openings.

Section 36.3. Head coaches who are not going to have their contract renewed for the following season shall be notified not later than thirty (30) days after the completion of the season as designated by the MIAA unless the non-renewal is based on information that was not reasonably available during the season.

ARTICLE 37. TEMPORARY EMPLOYEES

Section 37.1. While the use of temporary staff is not intended to replace bargaining unit members, the Employer may use temporary staff to fill vacancies temporarily within the district when there is no suitable permanent candidate available. The Employer may fill a vacancy for up to six (6) months with temporary staff and, if a suitable candidate is still not found, the Employer may continue to fill the position temporarily for the remainder of the school year. The Employer shall continue to post and recruit for the bargaining unit position, regardless of whether the position has been filled with the use of temporary staff. This provision shall not restrict the district's ability to fill positions rendered temporarily vacant due to staff leaves of absence.

Section 37.2. If a temporary employee is hired as a bargaining unit employee within the District for at least one school year and they are hired as a permanent employee in the same position or similar bargaining unit position as their temporary assignment, their time spent as a temporary employee shall count toward the probationary employment period and seniority.

Section 37.3. In the event a posted bargaining unit position is unfilled, the Federation will be notified prior to hiring an independent contractor or agency. The Federation will be notified upon hiring for this position with the name and start date of the position.

ARTICLE 38. SICK LEAVE

Section 38.1. Teachers will be credited the first day of school with twelve (12) days of sick leave per school year.

Section 38.2. Unused sick leave will accumulate from year to year up to a maximum of 350 days, except for nurses whose unused sick leave will be a maximum of 260 days. Teachers with professional status will receive one (1) additional day's sick leave each year and there will be no limitation on the accumulation of this extra day. The provisions of this paragraph will apply only to teachers who were actively employed prior to August 1, 2007.

Section 38.3. Unused sick leave will accumulate from year to year up to a maximum of 180 days. The provisions of this paragraph will apply to teachers that were actively employed after July 31, 2007.

Section 38.4. In order to receive the benefit of this Article, when a teacher will be unable to be present because of illness, he shall notify the principal of the building or his designee as promptly

as possible. The teacher shall also notify the principal on the evening before the day on which the teacher expects to return.

Section 38.5. Except as set forth below, sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury. While the teacher retains prime responsibility to make arrangements such that illness or other incapacitation of family members does not interfere with professional obligations, up to fifteen (15) sick days per year may be used for necessary care of a sick or incapacitated member of the immediate family (as defined in Article 38) in the event of unforeseen emergency making it impossible to make such other arrangements. Whenever possible, the teacher will follow the notification time limits set forth in Section 35.1.

Section 38.6. In the event of sick leave abuse, payment for the day or days involved will be withheld. If the teacher concerned maintains that the Administration's decision is incorrect, the matter may be presented through the grievance procedure.

Section 38.7. Pursuant to Chapter 71, Section 55B of the General Laws, any Teacher in the Billerica School Department excluded or removed from employment on account of tuberculosis in a communicable state, shall be carried on such leave with pay for the entire period of such exclusion or removal, within the two (2) year limitation as set forth in the statute, in addition to any accumulated sick leave.

Section 38.8. Each teacher shall receive a notice of his accrued sick leave during the month of September.

Section 38.9. Teachers may utilize sick days in one-half day increments, i.e., 50% of the work day, for the three years of this agreement. The provision shall expire on August 26, 2018 unless the parties expressly agree to extend it.

Section 38.10. The Human Resources Director may require a doctor's certificate from an employee who utilizes sick leave and is absent in excess of three (3) consecutive days at any time. Upon such a request, bargaining unit employees shall only be required to submit the doctor's certificate to the human resources department.

Section 38.11. The parties shall form a joint committee, composed of no more than four (4) representatives designated by the Federation, and no more than four (4) representatives designated by the School Committee, to meet at least monthly to formulate recommendations for employees who are required to quarantine or otherwise not report to duty due to exposure to communicable diseases. The joint committee shall submit recommendations, if any, to the parties' principals for ratification votes no later than June 20, 2023.

ARTICLE 39. SICK BANK

Section 39.1. A joint BFT Voluntary Sick Leave Bank shall be established by members of the teacher and paraprofessional bargaining units. At the commencement of the Sick Leave Bank each member wishing to participate and have access shall contribute one of their sick leave days which shall be matched by the EMPLOYER up to the first one hundred (100) days. At the end of each year, the remaining days in the Sick Leave Bank shall be carried forward to the following year. The following rules shall govern the Sick Leave Bank:

a. Management of the Sick Leave Bank shall be directed by a "Sick Leave Bank Committee" whose membership shall be composed of three (3) members designated by the BFT and three (3) members designated by the Superintendent

b. To be eligible for the Sick Leave Bank the applicant must be a member of the bargaining unit and the Sick Leave Bank

c. A dated and signed doctor's certificate shall be required in each instance that an applicant seeks access to the Sick Leave Bank, including application for extended benefits.

d. The initial grant of days from the Sick Leave Bank will cover up to twenty-five (25) working days of any one prolonged illness. Consideration will be given for additional days beyond the twenty-five (25) in the vent that the prolonged illness continues. In no instance shall the applicant receive more than one hundred (100) days in a contract year.

e. If the Sick Leave Bank is exhausted, or at other reasonable periods as determined by the Sick Leave Bank Committee, it will be replenished by one additional day of sick leave from each participating member.

f. Whereas there shall be no limit to the number of participating members who may access the Sick Leave Bank in a contract year, the contribution to the Sick Leave Bank by participating members in that contract year shall be limited to two (2) days.

g. The Sick Leave Bank Committee shall establish clear policies and procedures to access the Sick Leave Bank. Requests that are denied shall not be arbitrary or capricious.

h. No days may be withdrawn from the Sick Leave Bank for use for other than a prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.

i. The process of signing new employees into the Sick Leave Bank will be handled by the Superintendent's designee.

ARTICLE 40. PERSONAL LEAVE

Section 40.1. Teachers shall be granted three (3) days, which may be used in increments of half (0.5) days, of personal leave annually for imperative personal business that cannot be conducted outside of school hours. The building principal or his designee shall be notified of the intent to take such leave as soon as possible and whenever possible not less than twenty-four (24) hours before the leave occurs.

Section 40.2. Personal days may not be used to extend a holiday or vacation period, except that one such day per year may be so used provided there is a request in writing to the Director of Human Resources accompanied by a reason. Approval of such requests shall not be unreasonably withheld.

Section 40.3. Unused personal leave shall be accumulated as sick leave only for teachers actively employed prior to August 1, 2007. Additional personal leave may be granted at the discretion of the Director of Human Resources.

Section 40.4. Nurses hired after September 1, 2007, will be entitled to carry over one unused personal day as a sick day for accumulation.

ARTICLE 41. SABBATICAL LEAVE

Section 41.1. Sabbatical leave will be available after seven (7) years of service in the Billerica Public Schools. Normally sabbatical leave will only be granted for advanced study in a formal C.A.G.S. or Doctoral Program in an accredited college or university. However, it may be granted for other programs in cases where such granting will clearly result in a unique benefit to the school system.

Section 41.2. Requests must be received by the Superintendent of Schools in writing not later than June 1, of the calendar year preceding the year in which the leave is sought. Sabbatical leave requests may be denied for financial reasons if it appears to the School Committee that teachers (professional status or non-professional status) may have to be laid off for financial reasons at the time the sabbatical leave is proposed to be in effect.

Section 41.3. Successful applicants will receive seventy-five percent (75%) of the salary to which they would have been entitled provided that the amount, when coupled with any scholarship, grant or aid, shall not exceed the salary to which they would have been entitled.

Section 41.4. Not more than one percent (1%) of teachers covered by this Agreement may take advantage of this in any one school year.

Section 41.5. Before beginning a sabbatical leave, a teacher shall agree in writing to return to active service in the Billerica schools for a period of at least two (2) school years following the expiration of the sabbatical leave period. A teacher who does not fulfill this Agreement shall repay to the Town of Billerica within a three (3) year calendar period, the amount of salary received during the sabbatical leave, or the pro rata proportion thereof as the time worked bears to the two (2) school years. Provided, however, that the teacher shall be released from such payment if his failure to serve the two (2) years is due to his illness, disability, death, or if he is discharged from his service by the School Committee.

Section 41.6. A teacher returning from Sabbatical leave shall be placed in a comparable position and on the step of the salary schedule he would have attained had he remained in the school system, and may be eligible for insurance benefits according to the Town policy while on leave. No teacher may reapply for a second sabbatical leave unless he has completed seven (7) years since his last leave in the Billerica school system.

Section 41.7. Sabbatical Leave shall be Counted Toward Seniority

ARTICLE 42. PARENTAL LEAVE

Section 42.1. Every bargaining unit employee who has completed the initial probationary period of ninety (90) days will be entitled to a forty (40) day leave of absence for the purpose of parental leave, provided he/she gives at least two (2) week notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from the parental leave of absence the employee will be restored to his/her previous position or a similar position.

Section 42.2.

a. With respect to parental leave set forth in Section 42.1, a bargaining unit employee shall be entitled to up to thirty (30) days of paid leave, at a rate of fifty (50) percent of their regular daily rate per day of parental leave.

b. A teacher may use accumulated sick leave or available personal leave to supplement the compensation provided in subsection A
.

c. An employee is eligible for this benefit if the employee has been employed in the bargaining unit for at least the previous twelve (12) consecutive months prior to the beginning of the leave period without a break in service.

d. Leave must be taken within one year of the new parentage for the employee to be eligible for this benefit.

e. This leave satisfies and is not in addition to the employer's obligations under MGL c. 149, sec. 105D.

Section 42.3. Any paid or unpaid leave taken during a parental leave of absence shall be concurrent with any Family Medical Leave Act (FMLA) allowances.

ARTICLE 43. EXTENDED PARENTAL LEAVE OF ABSENCE

Section 43.1. Bargaining unit employees who have completed three (3) or more years of service may extend a parental leave of absence up to two (2) years but not to impact more than two (2) academic years.

Section 43.2. The extended parental leave of absence shall be unpaid.

Section 43.3. Bargaining unit employees who desire to take an extended parental leave of absence shall give at least a four (4) week notice to the Employer.

Section 43.4. A teacher on an extended parental leave of absence shall notify the Superintendent of Schools of his/her intent to return at any time during the two (2) year school period and shall be reinstated as soon as a vacancy for which he/she is qualified occurs.

Section 43.5. Unless a teacher returns to duty at the expiration of the two (2) school year period, his/her employment shall be terminated.

Section 43.6. A teacher who by March 1, notified the Superintendent of the intent to return in September, may return to duty in September. Salary placement shall be at the next step on the salary schedule if the teacher taught more than ninety (90) days in the school year in which leave was granted.

Section 43.7. As with other extended unpaid leaves, time spent on an extended parental leave of absence leave by a non-PTS teacher shall not count toward professional status.

Section 43.8. Nothing in this provision will detract from rights that anyone may have under the laws of the Commonwealth.

Section 43.9. If both parents are employees of the Billerica Public Schools, the total or combined parental leave of absence hereunder shall not impact more than two (2) academic years.

ARTICLE 44. FUNERAL LEAVE

Section 44.1. Full-time teachers shall be allowed up to five (5) school days' leave without loss of pay in the case of death in the immediate family or in the case of a death of a person when the teacher is solely responsible for all funeral arrangements of the deceased. The term 'immediate family' shall include only the teacher's spouse, child, mother, father, brother,

sister or relatives living in the employee's household. The above five (5) school days will not impact more than seven (7) consecutive calendar days.

Section 44.2. Full-time teachers shall be allowed up to three (3) school days' leave without loss of pay in the event of death of a mother-, father-, brother- or sister-in-law, grandparent or grandchild. The above three (3) school days will not impact more than five (5) consecutive calendar days.

Section 44.3. Full-time teachers shall be allowed one (1) day's leave without loss of pay in the event of death of an aunt, uncle, niece, nephew, or cousin of the teacher or the teacher's spouse, as well as any non-traditional family member if the deceased was not living in the household. This day is only for the purpose of attending the funeral.

Section 44.4. These provisions shall be administered in the light of their purpose which is to provide opportunity to enable the employee to attend the funeral and/or to attend to family or personal matters arising as a result of death.

Section 44.5. In extraordinary circumstances, additional days may be allowed at the discretion of the Superintendent.

ARTICLE 45. MILITARY LEAVE

Section 45.1. The Committee will comply with all State and Federal laws with respect to military leave of absence including its relationship to seniority. Military leave will be granted to any teacher who is inducted or enlists for one (1) required term in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years, but said time of absence shall not count towards professional status.

Section 45.2. Teaching personnel who are required to perform active duty for training as part of a Reserve Unit will do so as far as possible during July and August.

Section 45.3. Teaching personnel required to perform their annual tour of military reserve duty while school is in session shall be paid the difference between their usual pay and their military pay for a tour of duty not exceeding seventeen (17) calendar days.

Section 45.4. Bargaining unit employees shall be entitled to one (1) day off, with no loss of pay, to see an immediate family veteran return from a tour of duty.

ARTICLE 46. EDUCATIONAL LEAVES

Section 46.1. Leaves of absence may be granted to teachers at the discretion of the Superintendent or designee for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

Section 46.2. The Committee shall pay reasonable expenses (including but not limited to registration fees, meals, lodging, or transportation) incurred by teachers who are requested by the Superintendent or designee to attend workshops, seminars, or other approved professional improvement sessions, provided, however, that such travel and amount shall have been provided for and are expendable in the existing school department budget.

Section 46.3. Teachers requesting reimbursement from the Committee under this Article will submit to the Superintendent or designee a voucher individually listing the expenses.

Section 46.4. A written report shall be submitted to the Superintendent of Schools or designee within three (3) consecutive days upon return from educational leave. Teachers shall have access to such reports for a year.

ARTICLE 47. OTHER LEAVES

Section 47.1. If a teacher attending summer school, under a program approved by the Superintendent of Schools finds his assignment commencing prior to the close of school, at the discretion of the Superintendent, he may be released prior to the closing of school. He shall have one/one hundred eighty-three (1/183) salary deducted for each school day missed.

Section 47.2. A teacher shall be granted his regular salary without loss of pay when required to report for a selective service examination during his regularly scheduled teaching hours, and it has not been possible for him to schedule that examination at a different time.

Section 47.3. No more than three (3) official delegates of the Billerica Federation of Teachers shall be granted leave with pay to attend conferences or conventions of affiliated bodies. In addition, the Federation will have six (6) additional personal days to conduct Federation business.

Section 47.4. The School Committee at its discretion may grant and/or extend unpaid leaves of absence to teachers for self-improvement or compelling personal reasons, when in its judgment, there will be no detriment to the quality of education offered in the system.

Section 47.5. In the event that any employee covered by this Agreement is required to perform and does perform jury service, the employee shall be compensated the difference between compensation received from performance of jury duty service and the employee's regular salary provided the employee furnished appropriate evidence from the court of such service, and has made every effort to schedule such service during a school vacation.

ARTICLE 48. LONG TERM DISABILITY

Section 48.1. Any PTS teacher with ten (10) or more years of service in Billerica who has exhausted his or her accumulated sick leave shall be eligible for up to one hundred and forty-five (145) days of long term disability (LTD) pay at a rate of seventy-five percent (75%) of his or her base salary before the disability for which the LTD benefit is sought. PTS teachers with less than ten (10) years of service in Billerica shall be eligible for this benefit if they have accumulated sixty percent (60%) or more of their possible sick leave days.

Section 48.2. LTD pay is only for the purpose of a sickness or disability of the teacher that exceeds fifteen (15) continuous school days in duration.

Section 48.3. Once exhausted, LTD days can be earned back at a rate of ten (10) per year up to the maximum of one hundred and forth-five (145).

Section 48.4. As a condition of eligibility for LTD pay the School Administration may require the teacher to permit it to view all medical records relevant to the teacher's request for such pay and require the teacher to be available for an examination by a physician or other appropriate medical professional employed and designated by the school system.

Section 48.5. The provisions of this Article will only be applicable to teachers actively employed prior to August 1, 2007.

ARTICLE 49. OTHER RULES REGARDING LEAVES

Section 49.1. All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to him upon his return, and he will be assigned to the same or a substantially equivalent position.

Section 49.2. A failure to return to work from any of the afore said leaves or a failure to provide a statement of reasons therefore in writing within five (5) working days of the original anticipated return to work date shall constitute job abandonment via resignation.

Section 49.3. For teachers working part-time or for teachers hired after the beginning of the school year, the sick leave for personal leave allowances from Articles 35 and 36 shall be pro-rated based upon the percentage of the school year worked, rounded up to the nearest whole number.

ARTICLE 50. FRINGE BENEFITS

Section 50.1. As long as the Town of Billerica agrees to pay a portion of the cost of the health, dental, and life insurance plans currently in effect, the School Department will deduct the teacher's share on payroll checks for participating members on the receipt of a proper authorization. Said deductions will be made in alternate payroll weeks as the dues deduction.

Section 50.2. So as to provide for a nonforfeitable tax sheltered annuity payable upon retirement or termination of employment a teacher may contract with the Committee for the purchase of an annuity pursuant to the provisions of the General Laws of Massachusetts as part of his or her employment compensation. Such contract shall specify the premiums to be paid towards the annuity and must be with a company approved by the Committee and the Federation.

Section 50.3. Teachers shall be included under the provisions of the Workmen's Compensation Law.

ARTICLE 51. COMPENSATION

Section 51.1. The salaries and differentials of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.

Section 51.2. Annual increments as scheduled shall automatically be granted each year (effective September 1) to all teachers who have rendered satisfactory service. A question as to whether the Committee had just cause for withholding the increment of a tenure teacher may be presented through the grievance and arbitration procedure.

Section 51.3. The School Committee shall fix the initial salary and step level of each teacher on entering employment giving due consideration to degrees and previous experience and special skills. Teachers who enter the system at other than the beginning of the school year will move the following year on the step schedule at the discretion of the Committee.

Section 51.4. The Committee will offer a twenty-one (21) installment pay plan and a twenty-six (26) installment pay plan. Any decision to change from one pay plan to the other must be made by advising the Director of Finance and Operations in writing before January 1 preceding the start of the school year in which the change is to be effective. Once such notification is given, it is irrevocable for the school year for which it is given. A pay plan option will be offered in a given year only if at least one hundred twenty-five (125) teachers enroll in it.

Section 51.5. Payment of the final check at the end of the school year is contingent upon all work being completed to the satisfaction of the Principal, Coordinator, or Supervisor. If a member of the bargaining unit leaves or dies during the school year, his or her estate shall be entitled to a prorated share based on his period of service in relation to the

Section 51.6. Teachers must, as a condition of employment, take all necessary steps to have direct deposit for all of their salary payments.

Section 51.7. In recognition of the value of consecutive years of service to the Billerica School System, a "super maxima" salary schedule is set forth below:

Years of Service	Effective August 26, 2024
10 Years	$2,450
15 Years	$2,700
20 Years	$2,900
25 Years	$3,150
30 Years	$3,700
35 Years	$4,050
40 Years	$4,250

Section 51.8. Teachers shall receive their career increments in a separate paycheck the first Friday in December.

Section 51.9. Nurses hired prior to August 24, 2009 will receive $700 from their fifth through their ninth years of employment.

Section 51.10. For purposes of salary payment, full-time teachers serving more than ninety (90) days of a school year will advance on the salary schedule each September.

Section 51.11. The parties shall form a joint committee, composed of no more than four (4) representatives designated by the Federation, and no more than four (4) representatives identified by the Committee, to meet at least monthly to study Appendix A Athletic Stipends, Extracurricular & Other Stipends and New Stipend Categories. The joint committee shall consider:

a. Whether the current stipend amounts should be amended to reflect a single set amount for each stipended position

b. Whether the current amounts are equitable relative to one another, considering such factors as the relative time commitments and student enrollment and interest associated with each position

c. Potential reorganization, consolidation, addition, or deletion of stipended positions

d. Equitable reallocation of stipended amounts among the existing co-curricular stipends

The joint committee shall submit recommendations, if any, to the parties' principals for ratification votes no later than June 30, 2023.

ARTICLE 52. INCREMENTS FOR ADVANCED CREDIT

Section 52.1. Increments for advanced credit shall be effective immediately upon the teacher submitting satisfactory evidence, e.g., transcript or letter from college, of successful completion of course approved in advance by the Superintendent of Schools. The Superintendent of Schools shall be notified by January 1 of the fiscal year preceding the fiscal year in which monies are paid if a teacher plans to have a change in salary column status. A teacher notification of salary column change form shall be provided.

Section 52.2. In order to receive compensation for thirty (30) hours' credit beyond a master's degree, a mark of "B" or better must be attained for each hour which must either be in an advanced degree program or in subjects approved by the Superintendent as related to the teacher's field or specialization.

Section 52.3. In order to qualify for consideration for step increments above the third (3rd), sixth (6th), ninth (9th) step levels, evidence of having successfully completed three (3) semester hours of approved study at least every three (3) years in a higher institution of learning accredited by the New England Association of Secondary Schools and Colleges must be submitted by teachers who have not achieved the M+30 column. Such courses must be part of a degree granting program or must be reasonably likely to improve the teacher's teaching performance in Billerica. The completion of a similarly relevant Billerica in-service program may be substituted for the course requirement. In-service credit for Northeast Consortium programs may be used within the context of Article 46, if the Northeast Consortium in-service credit is equivalent to the graduate level credit offered by a college or university through Northeast Consortium. Prior superintendent approval is required.

Section 52.4. Any dispute between the administration and a teacher as to whether a course or program meets the above requirements shall be brought for final decision to a Board consisting of two members appointed by the School Committee and two members appointed by the Federation with a majority vote of the full Board required to reverse the administration.

Section 52.5. A teacher on maximum who has not achieved the M+30 column and who does not similarly complete an approved three (3) semester hour course within three (3) years after starting on Step 10 and every three (3) years thereafter shall not receive a Salary Schedule increase until Step 10 of the applicable track on the Salary Schedule is greater than the teacher's salary. At this time, the teacher reverts to Step 10 of the applicable track on the Salary Schedule and receives the appropriate negotiated raises for that position.

Section 52.6. Placement to Step 11 of the applicable track shall be effective immediately upon the teacher submitting satisfactory evidence, e.g., transcript or letter from college, of successful completion of the required course(s).

Section 52.7. The administration may select a course a teacher takes to fulfill the requirements of this sub-section in the case of a teacher who receives a needs improvement or unsatisfactory overall rating on the most recent summative evaluation.

Section 52.8. The foregoing requirements are designed in part to encourage teachers to advance professionally. In furtherance of this policy the Committee agrees to reimburse all teachers for one-half (1/2) of the actual tuition cost of up to six (6) full credits and full tuition for courses required by Sections 49.3 and 49.5 for all teachers. This shall only apply to teachers who are working at least 0.5 FTE.

Section 52.9. Unless prevented by illness, health, disability, or unless discharged by the Committee, each teacher who applies for and accepts such reimbursement will agree in writing to return to the system for at least one (1) full year commencing the September following the year in which the money is received, or failing to do so agrees to repay such amount received to the Town of Billerica.

Section 52.10. In order to allow for proper budgeting of tuition reimbursement monies under this Article, teachers must apply in writing prior to January 1, for reimbursements covering courses in the following summer, fall and spring sessions. Failure to apply in writing stating an estimate of tuition costs and a general idea of area of course study by January 1, will exclude teachers from such reimbursements. The filing deadlines do not apply to newly hired teachers.

Section 52.11. The Committee shall provide, at no cost to teachers, one (1) in-service course each semester, in order that teachers might earn Professional Development Points as mandated by the Education Reform Act of 1993.

Section 52.12. In addition to the foregoing reimbursement, any teacher not holding a Master's degree shall be eligible for the reimbursement of the full additional cost of one (1) additional graduate level course taken during each of the first three years of the teacher's employment in Billerica. This shall only apply to teachers working at least 0.5 FTE.

Section 52.13. "Full tuition reimbursement" for a course will not exceed the cost of a course in the University of Massachusetts – System, unless a course is not offered in the State's higher education institutions. Teachers will be reimbursed for the cost of a course not offered by

the State's higher education institutions if they notify the Superintendent of Schools prior to taking the courses.

Section 52.14. All full time nurses for the 2009-2010 school year only, are entitled to be reimbursed for the actual tuition cost of one college course per year and up to five hundred ($500) dollars for CEU credits. All full time nurses will be granted one day per year with pay to attend CEU programs.

ARTICLE 53. MISCELLANEOUS COMPENSATION

Section 53.1. Any teacher or counselor specifically required to do additional work before and/or after the close of the school year shall be compensated at a pro rata of annual salary.

Section 53.2. Teachers who are regularly assigned to more than one (1) school in any one (1) school day (or teachers traveling on authorized official school business between teaching stations within the Town of Billerica) will receive the approved IRS mileage rate, as determined by the Town Treasurer for all such travel subject to such regulations as may be issued by the administration concerning the submission of vouchers. For purposes of this section, travel to and from home shall not be considered as travel between stations.

ARTICLE 54. MULTILINGUAL STAFF

Section 54.1. Voluntary Participation: Multilingual employees who hold translation certification may voluntarily submit their names to be included on a Translation and Interpretation Pool. Participation in this pool is strictly voluntary and does not constitute a mandatory job duty.

Section 54.2. Utilization of the Pool: When the Employer identifies a need for translation or interpretation services, and if scheduling permits without disrupting the employee's regularly assigned duties, the Employer may contact employees on the Translation and Interpretation Pool to request their assistance.

Section 54.3. Compensation: Employees who volunteer and are utilized for translation or interpretation services shall be compensated at the curriculum rate of pay as outlined in this CBA for time spent providing these services. The minimum increment for such work shall be 15 minutes.

ARTICLE 55. RETIREMENT ALLOWANCE

Section 55.1. In recognition of dedicated service to the children of Billerica, any teacher covered by this Agreement who has taught for 15 years in the Billerica School System becomes eligible for a retirement allowance according to the following established procedure. Pursuant to Massachusetts law this amount cannot be credited toward retirement.

Section 55.2. Eligible teachers who desire to participate in this program will file a note of retirement by September 15 of the school year prior to the school year in which they will retire under the provisions of the Massachusetts Teachers Retirement Act.

Section 55.3. If such notice is submitted in writing by September 15, at or about the time of retirement, the teacher shall be paid $60 for each accumulated sick day they possessed. Teachers

will be eligible for an additional $10, to a total of $70 dollars per day provided they remain actively employed through the end of the school year in which they retire.

Section 55.4. In the event a teacher dies who would have been eligible to apply for the benefit provided by this provision had he/she submitted a notice of retirement, his/her estate will receive this payment.

Section 55.5. The preceding provisions of this Article will only be applicable to teachers actively employed prior to August 1, 2007.

Section 55.6. For all staff, a teacher may revoke one notice of intent to retire if notice is given prior to April 1st when retiring at the end of the academic year or two (2) months prior when retiring during the academic year. Subsequent notices of retirement will be irrevocable.

ARTICLE 56. RECERTIFICATION REQUIREMENT

Section 56.1. A teacher will be reimbursed for the cost established by the Department of Education for a teacher's recertification in the teacher's primary area of recertification required by the Department. This provision is not intended to reimburse teachers for costs incurred prior to the execution of this Agreement to obtain recertification.

Section 56.2. Occupational and Physical Therapists shall be additionally compensated for the costs of license renewals for state and association licenses required by the Department of Education up to $200.

Section 56.3. Beginning in 2009-2010 Speech and Language Pathologists will be annually reimbursed $200 for their ASHA certification and $55 every other year for their state license.

Section 56.4. Nurses will be reimbursed for the actual cost of taking the National Board Certification Exam for School Nurses, for up to two attempts at taking the exam.

Section 56.5. Nurses will be reimbursed for the cost of licensure required by the Massachusetts Department of Public Health Board of Registration in Nursing.

ARTICLE 57. SCHOOL SUPPLIES AND RESOURCES

Section 57.1. The employer shall maintain and publish a building-based school supply request protocol. Management at each building shall keep Federation building vice-presidents updated on supply budget balances. Requests for school supplies, aligned to the delivery of the school district's curriculum, shall not be unreasonably denied if funding is available.

ARTICLE 58. SCHOOL CLIMATE AND CULTURE

Section 58.1. Each building shall have a standing joint labor-management committee that meets monthly to discuss items of mutual concern. The principal and Federation building representative shall collaborate on an agenda for each meeting. The agenda may be broad to include student discipline trends, communication support and feedback, and other general concerns of the building. The purpose of this building joint labor-management committee is not to replace or circumvent the grievance procedure.

Section 58.2. Upon request of the Federation, not to exceed once per year, a School Committee liaison designated by the Committee shall meet with members of the Federation to hear educator feedback and trends regarding educational policy matters that are within the purview of the Committee.

ARTICLE 59. GRIEVANCE PROCEDURE

Section 59.1. Purpose:

a. It is the declared objective of the parties to encourage the prompt and informal resolution of teacher complaints as they arise, and to provide recourse to orderly procedures for the satisfactory adjustments of complaints at the lowest organizational level.

Section 59.2. Definition:

a. For the purpose of this Agreement a grievance shall be defined as any complaint by an employee in the unit covered by this Agreement that (1) he has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement of (2) he has been subject to an unfair or discriminatory act contrary to established policy and practice.

b. As used in this Article the term "employee" shall mean an individual employee or a group of employees having the same grievance.

Section 59.3. Adjustment of Grievance--Level 1 (Principal)

a. An employee may present a grievance to the principal or his immediate supervisor within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint.

b. The employee and the principal or supervisor shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Federation representative; but where the employee is represented he must be present. Whenever a grievance is presented to the principal or his immediate supervisor by the teacher personally, if the teacher so desires the Federation representative shall be given the opportunity to be present and state the views of the Federation.

c. The principal of the school shall communicate his decision in writing to the aggrieved employee and to the Federation representative who participated, within three (3) school days, or five (5) business days during summer break (if the principal is on vacation when the grievance is filed, this timeline shall be extended to fifteen (15) days), after receiving the complaint.

Section 59.4. Adjustment of Grievance—Level 2 (Superintendent)

a. If the grievance is not resolved at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent of Schools within five (5) school days after the decision of the appropriate superior has been delivered.

The appeal shall be in writing, shall forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Level 1.

b. The Superintendent or their designee and the teacher, and if the teacher so elects, the President of the Federation or their designee, shall meet to discuss the grievance within five (5) school days after receipt of the written grievance. The Superintendent shall elect whether this discussion shall take place during working hours or not. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) day notice of the conference and an opportunity to be heard.

c. When the employee is not represented by the Federation at this level, the Superintendent of Schools shall furnish the Federation with a copy of the appeal from Level 1 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

d. The Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and to any Federation representatives who participate at this level within ten (10) school days, or ten (10) business days if during the summer break, after receiving the appeal.

Section 59.5. Adjustment of Grievance—Level 3 (School Committee)

a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decision at Level 2 to the School Committee within five (5) school days, or ten (10) business days if during the summer break, after the decision of the Superintendent of Schools has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.

b. The School Committee or its designated representative, and the teacher, and if the teacher so elects, counsel and/or an authorized representative of the Federation, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days at a time mutually agreed upon between the Chairman of the School Committee and the President of the Federation. However, in any event, the meeting shall take place within twenty (20) school days.

c. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

d. When the employee is not represented by the Federation at this level, the School Committee shall furnish the Federation with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Federation may be present and state its views.

e. The School Committee shall communicate its decision in writing together with the supporting reasons, to the aggrieved employee and to any Federation representative who participated at this level within ten (10) school days, or ten (10) business days if during summer break, after receiving the appeal.

Section 59.6. The time limits in this Article may be extended by mutual written agreement.

Section 59.7. Failure at any level of Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.

Section 59.8. Failure at any level of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next level.

Section 59.9. Grievances may be initiated at the level at which the violation of the Agreement occurred.

Section 59.10. Whatever the level at which the grievance is initiated, it must be initiated within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint.

Section 59.11. A grievance may be initiated at Step #2 (Superintendent's level) by mutual agreement of the parties, if the primary issue directly involves the school principal. A Grievance may also be initiated at Step #3 (School Committee level) by mutual agreement of the parties, if the primary issue directly involves the Superintendent of Schools.

ARTICLE 60. ARBITRATION

Section 60.1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure.

Section 60.2. The request to arbitrate must be sent to the American Arbitration Association within fifteen (15) school days of the decision at Level C. 3(e) above with a copy sent to the other party. The process of selecting the arbitrator shall be determined by the Voluntary Labor Arbitration Rules.

Section 60.3. Each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and representation of its own case.

Section 60.4. The fees and expenses (if any) of the arbitrator and American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection.

Section 60.5. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 60.6. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his award not later than thirty-five (35) days from the date of the closing of the hearings, or if oral hearings have been waived, from the date of submission to him of the final statement and briefs. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this Contract or with the Rules and Regulations of the Billerica School Committee. The Award of the arbitrator shall be submitted to the School Committee and the Federation, and subject to law, shall be final and binding upon the School Committee and the Federation and the aggrieved teacher.

Section 60.7. The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association.

He shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement and in reaching his decision shall interpret this Agreement in accordance with the commonly accepted meaning there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing the decision of the arbitrator shall be final and binding upon the parties.

Section 60.8. Notwithstanding anything to the contrary no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

Section 60.9. The Committee agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE 61. FAIR PRACTICES

Section 61.1. The Committee and the Federation agree to continue policy that no person or persons, departments or divisions responsible to them shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, or membership in, or association with, the activities of any employee organization.

Section 61.2. As sole collective bargaining agent, the Federation will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, sex or marital status. The Federation will represent equally all persons without regard to membership in, or association with, the activities of any employee organization.

ARTICLE 62. FEDERATION RIGHTS AND RESPONSIBILITIES

Section 62.1. The Federation may secure authorization for payroll deductions for Federation dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the Town of Billerica to submit such sums in total to the Federation Treasurer.

Section 62.2. The Federation shall be notified of any teacher withdrawing or dropped from payroll deductions within 30 days by the Payroll Department.

Section 62.3. The Committee will incur no liability for loss of dues monies after depositing the same properly addressed to the Federation in the United States Mail. The Federation shall indemnify and save the Committee and/or Town of Billerica harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Federation pursuant to this Article.

Section 62.4. If any teacher brings a claim before a court of competent jurisdiction or administrative agency against the School District, School Committee the Town and/or any of their

agents (defendants) for the District's compliance with this Article, the Union will indemnify said defendant(s) against any judgment that may be rendered against them.

Section 62.5. The EMPLOYER shall provide the FEDERATION access to members of the bargaining unit that the FEDERATION exclusively represents. Access shall include, but shall not be limited to:

a. The right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

b. The right to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of an exclusive representative and internal federation matters involving the governance or business of the federation; and

c. The right to meet with newly-hired employees, without change to the pay or leave time of such an employee, for not less than thirty (30) minutes, not later than ten (10) calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting. This meeting time shall be in lieu of, not in addition to, meeting time set forth in Article 25.

Section 62.6. The principal shall recognize the Federation building representative as the official representative of the Federation in the school.

Section 62.7. Upon request, the principal shall meet at least every three (3) months after school hours with the School Federation Committee of three (3) representatives in each school to consult on local school problems and policies as they relate to the established committee policies and procedures and this Agreement. Both parties shall submit items for the agenda.

Section 62.8. The discussion of other matters, as agreed upon for discussion by the principal and the School Federation Committee is not precluded by the above. However, the principal and the School Federation Committee do not have the authority to reach any decision which changes this agreement or any established School Committee policies or procedures.

Section 62.9. A committee of Federation representatives, not to exceed five (5) members, shall meet once a month with the Superintendent of Schools for consultation on matters of educational program and curriculum during the school year. Both parties shall submit items for the agenda.

Section 62.10. The Billerica Federation of Teachers' President and Executive Vice President will not be assigned non-teaching duties. In addition, one (a) representative as identified by the Federation from each school shall be excused from student supervisory assignments.

Section 62.11. The Employer shall provide office space for the Federation in a building at no cost to the Federation.

Section 62.12. The Federation shall be provided at least one (1) hour to orient new members of the district. The Employer shall provide release time for new employees to attend with no loss of pay. The Employer shall release two (2) members of the Federation to conduct the orientation with no loss of pay. The Federation shall be informed of new hires within two (2) weeks of hire.

Section 62.13. The Committee shall make available to the Federation upon its reasonable request any or all available information, statistics, and records relevant to negotiations or necessary for the proper enforcement of this Agreement, to which the Federation is entitled as a matter of law.

Section 62.14. A copy of the public agenda of all School Committee meetings shall be made available to the official Federation representative to the Committee meetings at least twenty-four (24) hours prior to the meetings. An effort will be made to advise the Federation representative as soon as possible of all special meetings of the School Committee.

Section 62.15. A copy of the minutes of all School Committee meetings shall be made available to the official Federation representative.

Section 62.16. All official circulars pertaining to teachers shall be furnished to the Federation representative in each building.

Section 62.17. A Directory of Personnel in the Billerica School Department shall be made available to the Federation as soon as possible.

Section 62.18. A systematic method of circulating information shall be devised in each building. Except in case of emergency, public address announcements shall be made only at the beginning of the last class period.

Section 62.19. Copies of all notices will be filed with the Superintendent of Schools.

Section 62.20. The Federation shall furnish the Committee with a list of officers and other authorized Federation representatives, and shall, as soon as possible notify the Committee in writing of any change. No Federation representative shall be recognized by the Committee except those so designated in writing by the Federation.

Section 62.21. The Federation will be supplied with a current seniority list every October 1st.

Section 62.22. NEW EMPLOYEE INFORMATION. Not later than ten (10) calendar days after the date a prospective school employee accepts an offer of employment, the EMPLOYER shall provide the following contact information to the FEDERATION in spreadsheet file format or other format agreed to by the FEDERATION: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer.

ARTICLE 63. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Section 63.1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any teacher for expression of the teacher's views. No changes or modifications of this Agreement shall be made except through consultation or negotiation with the Federation.

Section 63.2. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.

Section 63.3. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.

ARTICLE 64. PRINTING OF AGREEMENT

The parties agree to pay fifty percent (50%) of the cost of printing the Agreement in booklet form and to distribute copies of the Agreement to each teacher presently employed by the Committee and to each new teacher hired by the Committee.

ARTICLE 65. VOLUNTARY PAYROLL DEDUCTIONS

Section 65.1. Upon proper written authorization from a teacher, the Committee agrees to deduct from the wages due that teacher, each month, an amount designated by that teacher for contribution to the Union's Committee on Political Education (COPE). This voluntary authorization for deduction shall be revocable at any time by the teacher. The Union agrees to indemnify the Committee for these deductions.

Section 65.2. Upon proper written authorization from a teacher, the Committee agrees to deduct from the wages due that teacher, each month, an amount designated by that teacher for contribution to the Billerica Federation of Teachers Scholarship Fund. This voluntary authorization for deduction shall be revocable at any time by the teacher. The Union agrees to indemnify the Committee for these deductions.

Section 65.3. The FEDERATION shall provide a dues and membership authorization form to the EMPLOYER to provide new employees during the onboarding process.

Section 65.4. If any teacher brings a claim before a court of competent jurisdiction or administrative agency against the School District, School Committee the Town and/or any of their agents (defendants) for the District's compliance with this Article, the Union will indemnify said defendant(s) against any judgment that may be rendered against them.

ARTICLE 66. SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of the invalidity or restraint.

ARTICLE 67. CONTINUITY OF EMPLOYMENT

Section 67.1. During the term of this Agreement or any extension or renewal hereof, the Federation or its agents shall not cause, sponsor, or assist, and no professional employee covered by this Agreement shall cause or participate in any strike, work stoppage, or concerted absence or other illegal activities directed against the school system. The Federation shall disclaim such activities publicly and in writing to the School Committee and advise the individuals concerned that the activity is illegal and in violation of the contract and

advise them to cease such activity. The Federation shall not be liable in any way therefore in the event it has not engaged or subsequently does not engage in activity inconsistent with such disclaimers.

Section 67.2. Employees who participate in any such activity may be disciplined or discharged as the Committee in its judgment deems proper provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 67.3. The Committee reserves the right to bring any action for breach of this Article in any appropriate court of law or equity.

ARTICLE 68. DURATION

Section 68.1. The term of the Agreement will be from August 26, 2025 to August 25, 2028. All terms and conditions shall continue in full force and effect until a successor agreement is reached.

Section 68.2. Being a mutual agreement this instrument may be amended at any time by mutual consent.

BILLERICA SCHOOL COMMITTEE

Date: _____

BILLERICA FEDERATION OF TEACHERS

Date: _____

APPENDIX A. BASIC SALARY SCHEDULE

The work year shall be one hundred eighty-three (183) days. There shall be one hundred eighty (180) teaching days and three (3) professional development days. Of the three professional development days, two (2) shall be scheduled prior to the start of teaching days and one (1) shall be during the academic year. There shall be one (1) hour of time allotted during the one of workdays prior to the start of the academic year to be used for classroom preparation and mandatory on-line training.

Salary Schedule for the 2025-2026 School Year (2.75%)

STEP	BA	MA	MA30	MA45	MA60	MA75	DOCTORATE
1							
2	$58,067	$60,970	$64,018	$65,619	$67,259	$68,941	$70,320
3	$60,680	$63,713	$66,899	$68,571	$70,286	$72,043	$73,484
4	$63,410	$66,581	$69,910	$71,658	$73,449	$75,285	$76,791
5	$66,263	$69,577	$73,055	$74,882	$76,754	$78,673	$80,247
6	$69,245	$72,708	$76,343	$78,251	$80,208	$82,213	$83,857
7	$72,362	$75,980	$79,778	$81,773	$83,817	$85,912	$87,631
8	$75,618	$79,399	$83,368	$85,453	$87,589	$89,779	$91,575
9	$79,021	$82,972	$87,121	$89,298	$91,531	$93,819	$95,695
10	$82,576	$86,706	$91,041	$93,317	$95,650	$98,041	$100,001
11	$86,293	$90,607	$95,137	$97,516	$99,954	$102,453	$104,502
12	$90,607	$95,137	$99,895	$102,391	$104,952	$107,575	$109,727
13	0	$100,370	$105,389	$108,023	$110,723	$113,491	$115,762

Salary Schedule for the 2026-2027 School Year (2.75%)

STEP	BA	MA	MA30	MA45	MA60	MA75	DOCTORATE
1							
2	$59,664	$62,646	$65,779	$67,424	$69,109	$70,837	$72,254
3	$62,349	$65,465	$68,739	$70,457	$72,219	$74,024	$75,505
4	$65,154	$68,412	$71,833	$73,628	$75,469	$77,355	$78,903
5	$68,086	$71,491	$75,064	$76,941	$78,865	$80,836	$82,454
6	$71,150	$74,707	$78,443	$80,403	$82,413	$84,474	$86,163
7	$74,352	$78,069	$81,972	$84,021	$86,122	$88,275	$90,041
8	$77,697	$81,583	$85,661	$87,803	$89,998	$92,248	$94,093
9	$81,194	$85,253	$89,517	$91,754	$94,048	$96,399	$98,327
10	$84,847	$89,090	$93,544	$95,883	$98,280	$100,737	$102,751
11	$88,666	$93,099	$97,754	$100,198	$102,703	$105,271	$107,376
12	$93,099	$97,754	$102,642	$105,207	$107,838	$110,533	$112,744
13	0	$103,130	$108,287	$110,994	$113,768	$116,613	$118,946

Salary Schedule for the 2027-2028 School Year (2.9%)

STEP	BA	MA	MA30	MA45	MA60	MA75	DOCTORATE
1							
2	$61,394	$64,463	$67,686	$69,379	$71,113	$72,891	$74,349
3	$64,157	$67,364	$70,733	$72,500	$74,313	$76,171	$77,694
4	$67,043	$70,396	$73,916	$75,764	$77,657	$79,599	$81,191
5	$70,060	$73,564	$77,241	$79,173	$81,152	$83,180	$84,845
6	$73,213	$76,874	$80,718	$82,735	$84,803	$86,924	$88,662
7	$76,508	$80,333	$84,349	$86,458	$88,620	$90,835	$92,652
8	$79,951	$83,948	$88,145	$90,349	$92,608	$94,923	$96,822
9	$83,549	$87,726	$92,112	$94,415	$96,775	$99,195	$101,178
10	$87,307	$91,674	$96,257	$98,663	$101,130	$103,658	$105,731
11	$91,237	$95,799	$100,588	$103,103	$105,681	$108,323	$110,490
12	$95,799	$100,588	$105,618	$108,258	$110,965	$113,739	$116,014
13	0	$106,121	$111,427	$114,213	$117,068	$119,994	$122,395

MA+60 Column includes CAGS and double MA

All teachers who achieve National Board Certification from the National Board of Professional Teaching Standards in their primary area of certification as issued by the Massachusetts Department of Elementary and Secondary Education (DESE) or nurses who have obtained National Board Certification of School Nurses will be placed on the MA+60 column of the salary schedule. Effective July 1, 2019, nurses who newly achieve a National Board Certification shall be placed on the MA column if the nurse holds a BA degree or the MA+60 column if the nurse holds a MA degree.

All speech-language pathologists who, by January 1, 2013, have achieved a minimum of five years of service in Billerica and who have obtained certifications for DESE and the American Speech-Language-Hearing Association (ASHA) by January 1, 2013 will be placed on the MA+60 column of the salary schedule.

Note: School nurses will move from Step 11 to Step 12 in the 2010-2011 school year.

Full Time Early Intervention Specialists in Project BEAM hired on or after July 1, 2018 shall be compensated as follows:

a. An hourly rate of pay for BEAM employees for the teacher work year will be calculated from the Appendix A salary schedule, based upon teacher work days and 7 hours/day, using the steps and columns below:

i. BEAM employees with bachelors ' degrees will begin at BA Step 3 and will be able to earn two steps to BA Step 5.

ii. BEAM employees with masters' degrees will begin at MA Step 5 and will be able to earn two steps to MA Step 7.

iii. These will be the maximum steps, and no column increments beyond MA shall incur.

b. Other provisions of the Teachers/ Nurses contract, including summer pay, shall apply as appropriate.

APPENDIX B. COACHES STIPENDS

Extra-curricular sports shall be paid half of the salary on or around October 15 for fall sports, February 15 for winter sports, April 1 for spring sports, and the balance at the end of the season. Coaches of Middle School Athletics shall be paid a pro-rated portion of the coaching stipends in this appendix, based upon the comparative length of the high school and the middle school.

Level 1A: Athletic Director

	Step 1	Step 2
Athletic Director	$12,929	$13,971

Level I: Football, Trainer

	Step 1	Step 2
One Head Coach	$11,457	$11,947
Trainer	$11,457	$11,947
One 1st Assistant	$6,365	$6,570
One 2nd Assistant	$6,304	$6,570
One 3rd Assistant	$5,345	$5,618

Assistant Trainer	$5,345	$5,618
One 4th Assistant	$5,345	$5,618
Two JV Freshman	$4,583	$4,775

Level II: Basketball, Hockey, Wrestling, X Country, Winter and Spring Track, Cheerleading, Faculty Manager

	Step 1	Step 2
Faculty Manager	$7,814	$8,014
Head Coach	$7,814	$8,014
Assistants	$4,790	$4,890
JV	$4,538	$4,731
Freshman JV-B	$3,777	$3,847

Level III: Baseball, Softball, Soccer, Lacrosse, Volleyball, Gymnastics, Field Hockey, Field Hockey MS, Volleyball, MS

	Step 1	Step 2
Head Coach	$6,303	$6,799
Assistants	$4,285	$4,424
JV	$4,029	$4,350
Freshman JV-B	$3,247	$3,468

Level IV: Tennis, Tennis MS, X Country MS

	Step 1	Step 2
Head Coach	$5,541	$5,589
JV	$3,777	$3,804

Level V: Swimming, Golf, Diving, Unified Basketball

	Step 1	Step 2
Head Coach	$4,538	$4,856
Assistant	$3,777	$3,804
Diving		$1,264

* If the person is certified by the American Association of Cheering Coaches and Advisors, a stipend for Cheerleading Coach will be created at Level 5.

APPENDIX C. EXTRACURRICULAR ACTIVITIES

CATEGORY I	
Class Advisors - Grade 12	$3,812
Yearbook Advisors - High School	$3,812
Enrichment Advisors	$3,812
Literary Magazine - High School (2)	$3,812
Drama Club	$3,812
Robotics	$3,812
CATEGORY II	
Class Advisors (Middle School)	$2,915
Newspaper	$2,915
Student Council (Middle School, High School)	$2,915
Math League	$2,915
Science League	$2,915
Middle School Yearbook	$2,915
Audio-Video Club	$2,915
Student Council (Middle School)	$2,915
Robotics (Middle School)	$2,915
Frisbee (Head)	$2,915
Italian Club	$2,915
Latinos Unidos Club	$2,915
French Club	$2,915
Elementary Student Government	$2,915

CATEGORY III	
Class Advisors Gr. 10, 9, 8	$2,078
National Honor Society	$2,078
Photography Club	$2,078
Future Teachers of America	$2,078
Debating Club	$2,078
Math League (Middle School)	$2,078
French Club	$2,078
Intramural Director—HS-1/Season	$2,078
Ski Club	$2,078
Computer Club	$2,078
Environmental Club	$2,078
Amnesty International	$2,078
SADD	$2,078
Weight Training Club	$2,078
Peer Assistance (2)	$2,078
Mock Trial Team	$2,078
Middle School Literary Magazine	$2,078
Community Service (High School)	$2,078
Junior Statesman of America (JSA)	$2,078
Teacher Mentors	$2,078
Literary Reading Club	$2,078
Pride Alliance	$2,078
NEASC Co-Chair	$2,078
Frisbee (Assistant)	$2,078
Students of Color Association	$2,078
Asian American and Pacific Islanders Association	$2,078
Chess Club	$2,078
Future Medical Professionals	$2,078
Best Buddies Club	$2,078
Astronomy Club	$2,078
Dance	$2,078
Tri-M Music Honor Society	$2,078

D and D Club	$2,078
National Art Honors Society	$2,078
CATEGORY IV	
NEASC Co-Chair	$888
MUSIC DEPARTMENT	
Band Director	$7,427
Band Director (Middle School)	$3,603
Band Director (Elementary)	$3,603
Musical Director	$4,747
Choral Director	$2,550
Choral Director (Middle School)	$2,079
Choral Director (Elementary)	$1,037
Color Guard	$3,859
Elementary Beginners Band	$1,143
Elementary Beginners Orchestra	$1,143
Assistant Band Director	$4,747
Assistant Musical	$2,374
Assistant Choral	$2,079
Orchestra (Elementary)	$3,603
Orchestra (Secondary)	$3,603
March Band Percussion Instructor	$2,366
SPAC Director	$592
BUSINESS DEPARTMENT	
DECA Advisor	$5,575
DECA Assistant	$2,787
Curriculum Support Specialist	$3,815
Elementary Curriculum Co-Chairs	$3,815
Elementary Computer Resource/Newsletter Writers	$2,613
High School Bus Duty	$1,768
BMHS Alternative High School Director	$20,383
BMHS Alternative High School	$17,905

Homework Club (Middle School) 3x/wk for 87 sessions	$3,110
Middle School Activities (1 Day a Week for 8 Weeks)	$293
Middle School Activities (2 Days a Week for 8 Weeks)	$585
Middle School Activities (3 Days a Week for 8 Weeks)	$878
Driver Education Classroom Instruction	$691
Extended Year Special Education Director	$9,938
ELL Coordinator	$14,000
Lead Nurse	$5,630
Elementary Lead Teacher	$3,815
After-school/Saturday Detention	$50.43
Extended Year Special Education	$50.00
Tutoring - Home/Hospital	$41.00
Summer PD/Summer Work	$35.72

APPENDIX D. CIVIL SERVICE NURSES

Should Civil Service for the Nurses be eliminated in the Town of Billerica, affected sections of this Agreement shall be negotiated.

APPENDIX E. CAFETERIA PLAN

Cafeteria Plan - The School Committee agrees to request the Town's permission to implement a so-called "cafeteria plan" pursuant to provisions of the Internal Revenue Code to the extent that the teacher's share of health insurance premiums shall, to the extent permitted by the Code, not be taxable income to the teacher for federal income tax purposes.

APPENDIX F. EVALUATION SYSTEM

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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 any 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:

i) **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 a new assignment.

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

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

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

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

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

J) ***Evaluator**: 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.

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

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

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

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 any 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 :

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

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

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

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

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

v) Any other relevant evidence 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:

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

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

(c) Proposed goals to pursue:

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

(2) At least one goal 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 process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

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

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

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

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

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

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

A) In the first 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, 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 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 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.

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

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

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

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

(c) Within 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.

(d) 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:

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

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

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

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

C) The District may assign Lead Nurses and ELL Coordinators to conduct educator observations with feedback that may be used by the educator's evaluator in the educator's evaluation. If a grievance is filed over observation or feedback by the Lead Nurses or ELL Coordinators, toward a teacher's evaluation, they will be held harmless.

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 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 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 or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

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

C) The 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.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

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

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

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

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

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

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

15) **Educator Plans – General**

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

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

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

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

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or

provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

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

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 calendar 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 Employee Organization/Association attend the meeting(s).

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

G) The Improvement Plan shall:

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

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

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

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

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

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

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

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

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

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

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

(b) In those cases where the Educator was placed on an Improvement Plan as a result of 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.

(c) 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.

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

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	*September 15*
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	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	*February 15*
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	*April 20**
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

Activity:	**Completed By:**
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	*June 1 of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	*June 1 of Year 1*
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 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) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, 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 Educator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

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.

D) 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.

E) 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 be issued if there was substantial compliance.