

**AGREEMENT BETWEEN THE BURLINGTON SCHOOL
COMMITTEE AND THE
BURLINGTON EDUCATORS ASSOCIATION UNIT A
JULY 1, 2014 TO JUNE 30, 2017**

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Article I RECOGNITION

- A. For the purpose of collective bargaining on questions of wages, hours, and conditions of employment, the Burlington School Committee recognizes the Burlington Educators Association as the exclusive representative of the following professional employees of the Burlington School System:

The parties agree to include the nurses in the Unit A bargaining unit but on a separate pay scale, which will be incorporated into the collective bargaining agreement. The pay scale will be adjusted for any across the board pay increases and will be adjusted proportionately in year 2 of the contract (the 2015-2016 school year) for the 186 day school year. Except for longevity, all other working conditions and benefits will remain the same as set forth in the nurses' current collective bargaining agreement, which expired on June 30, 2014. **The parties will incorporate language as necessary and agreed up to the Union A contract to carry out this Section.**

UNIT A

All classroom teachers, librarians, coaches, special subject teachers, school psychologists, and guidance counselors in the pre-K, primary, middle and secondary schools. It is recognized that OT/PT/BCBA's are

not required to have DESE certification.

- B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "teachers."
- C. Except as specifically abridged, delegated, granted or modified by the agreement or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the School Committee prior to the effective date of said agreement are retained by the School Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration. Such rights, powers, and authority of the School Committee and/or the Superintendent include but are not limited to the right: to establish policy; to establish standards and qualifications for hiring and promotion; to determine the size of the work force; to establish job duties for new or substantially changed positions (except that changing the duties of existing positions shall be subject to bargaining to the extent required by law); to determine which text books shall be used in the schools; to prescribe curricula and rules governing student discipline; and to establish educational programs and to determine the number, age and qualifications of pupils to be served by any such program.
- D. Except where otherwise provided, the term "pre-K" or "pre-k school" as used in this agreement shall refer to grades pre-Kindergarten. The term "primary" or "primary school" as used in this agreement shall refer to grades Kindergarten through five. The term "middle", or "middle school" shall refer to grades six through eight. The term "secondary" or "secondary school" shall refer to grades nine through twelve.
- E. The Committee and the School Administration agree not to discriminate against teachers because of race, color, age, religion, national origin, gender identity or expression, marital status, sexual orientation, physical handicap, or union activity.

Article II

Grievance Procedure

- A.
 - 1. A grievance is a claim based on an event or condition which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.
 - 2. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing.
 - 3. Grievances submitted after June 1 will be processed as speedily as practicable.
 - 4. All dates from receipt of grievance through action taken shall be attested to in all correspondence.
 - 5. In the processing of any grievance, the committee and the Association agree to use the grievance form as set forth in Appendix (N)

- B. **Level One:** Within thirty (30) days of the first knowledge of the claim, a level one grievance will be filed.

A teacher or group of teachers with a grievance will first discuss it with his/her/their immediate superior and or principal, either directly or through the Association's School Representative with the objective of resolving the matter informally.

All decisions at this level shall be reported within five (5) school days in writing to the immediate superior and shall be subject to the approval of the immediate superior with copies of such decision sent to the Superintendent.

Level Two: (a) If the grievance is not settled within five (5) school days after presentation at Level One, the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") may within five (5) school days thereafter and upon written request of the aggrieved person refer it to the Superintendent of Schools in writing setting forth all facts and information in detail relating to such alleged grievance.

(b) If the grievance is not received by the Superintendent of Schools within fifteen (15) school days after the date on which the alleged grievance was considered at Level One, the grievance shall be considered waived.

Level Three: If the grievance is not settled within fifteen (15) school days from the receipt of the grievance by the Superintendent of Schools, the Chairman of the PR&R Committee, upon written request of the aggrieved party, may submit such grievance in writing to the School Committee within fifteen (15) school days. The School Committee shall hear the grievance at no later than the second regularly scheduled meeting and shall render a decision within eleven (11) school days of the meeting.

Level Four: If the grievance is not settled at Level Three and the Association determines that the grievance is meritorious and involves the interpretation, meaning or application of any provision of this agreement, it may, within twenty-five (25) school days after receipt of the School Committee decision and upon written request of the grievants, refer the matter to arbitration within the same said twenty-five (25) school days, as hereinafter provided.

C.

1. Within the time limitations set forth in Level Four, the Burlington Educators Association may submit such grievance to the American Arbitration Association pursuant to their regulations for arbitration and decisions in accordance with the applicable rules of said American Arbitration Association.
2. The arbitrator will confer with representatives of the School Committee and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) school days from the date of the final statements and proofs submitted to him. The

arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses will be borne equally by the School Committee and the Association.
4. An arbitrator shall not have any power to alter, amend, add to, or modify the terms of the parties' collective bargaining agreement in his/her decision.

D. Each party in interest must be present except when a grievance is presented under Article II, E. and may be represented in his presentation at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or any officer of any teacher organization, other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

E.

1. If, in the judgment of the majority of the PR&R Committee, a grievance affecting a group or class of teachers cannot be resolved below the level of the Superintendent, the PR&R Committee may submit such grievance in writing to the Superintendent and the processing of such grievance will be carried out at Level Two. (The PR&R Committee may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so. The same time limits of each grievance level shall apply.)
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth herein. Each grievance submitted shall contain specific reference to the contract items on which the grievance is based.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Article III

WORKING HOURS AND WORKING LOAD

I. Work Day

- A. Each year, prior to the first day of school, the building principal shall post the school start time.

At the high school, every teacher shall be in his/her building and available for duty fifteen (15) minutes before the start of the school day as defined by the building principal and twenty (20) minutes after the normal school closing time except as noted in Article III, (I, A1), (I, A3), Article III, (I, G) and Article III (II, B1).

At the middle school, every teacher shall be in his/her building and available for duty twenty (20) minutes before the start of the school day as defined by the building principal and thirty (30) minutes after the normal school closing time except as noted in Article III, (I,A1), (I,A2) Article III, (I.G) and Article III, (II,B1).

At the primary schools, every teacher shall be in his/her building and available for duty twenty (20) minutes before the start of the school day as defined by the building principal and forty-five (45) minutes after the normal school closing time except as noted in Article III, (I,A1), (I,A2) Article III, (I.G) and Article III, (II,B1).

At the pre-K level, every teacher shall be in his/her building and available for duty twenty (20) minutes before the start of the school day as defined by the building principal and thirty (30) minutes after the normal school closing time except as noted in Article III, (I, A1), (I, A2), Article III, (I.G) and Article III, (II, B1).

A common schedule, from 7:30 a.m. to 2:40 p.m., with one hour off for lunch, will be maintained for all staff on professional development days, pre-K through 12. Professional development days will not be held on Fridays.

1. Teachers shall be available at the school after normal school closing for parent conferences and student help. Teachers will provide department heads, upon request, what extra help has been given students. At pre-K level, teachers will be available for Team Collaboration, which could include PT-OT, Speech and BCBA.
 2. **At the pre-K and elementary levels, teachers in schools pre-K through 5 may adjust the required before and after school time provided at least a minimum of 15 minutes is scheduled prior to the opening of school and 15 minutes after the dismissal of students for a total of 50 minutes at the pre-K level and a total of 65 minutes at the elementary level and further provide that teachers assigned to bus duty will provide necessary coverage if required beyond the fifteen (15) minutes.**
 3. High School faculty assigned to bus duty will stay a maximum of thirty (30) minutes after the normal dismissal time on Mondays through Thursdays.
- B. Any teacher who fails, in the judgment of the principal, to meet the requirements of Section 1 shall the first time receive an oral warning from the building principal; the second time, he will have a conference with the principal. The third time, he will have a conference and the

principal will submit written copies to the PR&R Committee, Superintendent of Schools and the School Committee.

C. Maximum Length of School Day for Children:

Pre-K **6 hours – 10 minutes**
Primary K-5 6 hours - 5 minutes
Middle 6-8 6 hours - 20 minutes
Secondary 9-12 6 hours - 30 minutes

D. Special subject teachers and special project teachers shall observe the same working hours as teachers at the same level.

E. Teachers shall have a duty free lunch period equal in time to students in their building but no less than twenty (20) minutes in length.

F. Planning periods at the various levels shall be consistent with the following:

1. Pre-K classroom teachers and pre-K therapists shall be guaranteed 240 minutes of planning time per week. Planning time will be incorporated into the Pre-K week.
2. Primary classroom teachers shall be guaranteed two hundred and forty (240) minutes of planning time per week with one 30-minute block each day. Elementary specialists shall be guaranteed two hundred and ten (210) minutes of planning time, but every effort will be made within staffing limitations to provide two hundred and forty (240) minutes and a 30-minute block of planning time each day.
3. Middle school teachers shall have at least two hundred and sixty (260) minutes of planning per school week.
4. Secondary teachers shall have at least five (5) planning periods per school week, when possible, one (1) per day.
5. Planning time will be scheduled at the beginning of every school year. If planning time is to be used for demonstration lessons, teachers will be given at least two (2) weeks advanced notice and will be notified when they receive this notice of a scheduled time to make up their lost planning time. No individual teacher will be required to attend more than six (6) demonstration lessons per year that requires said teacher to be pulled out of a classroom or out of his/her scheduled planning time.
6. In addition to planning time, pre-K teachers and pre-K therapists who serve on assessment teams will be guaranteed one hundred and fifty (150) minutes a week to do this work. Pre-K teachers and therapists shall use the 150 minutes to conduct special education testing and to write education plans in compliance with the Massachusetts Department of Education Requirements. Pre-K teachers and pre-K therapists will not be required to chair special education meetings.

Pre-K teachers who have either a full day class or a morning and afternoon class shall be granted 3 paid work days throughout the year, whenever possible, to complete progress reports and IEPs. These (3) days shall correspond with the times of the year when progress reports are sent home. These days shall not be counted toward the guaranteed 240 minutes per week of planning time in Article III, I.F(1).

In addition to planning time, the special education teachers and speech and language pathologists will be guaranteed one hundred thirty-five (135) minutes a week, which will be scheduled in three forty-five (45) minute periods a week. Special education teachers and speech and language pathologists shall use the 135 minutes to conduct special education testing and to write educational plans in compliance with the Massachusetts Department of Education Requirements. The parties also agree that elementary special education teachers would not be considered “elementary specialists” (which means they get 240 minutes of planning time in addition to above). Special education teachers also will not be required to chair special education meetings. At times, teachers will conduct home visits outside of the school day. Teachers will be paid the contract rate for such work if outside their regular workweek.

During times when there is no special education testing and/or education plans to be written, the expectation shall be that special education teachers will be available for student interventions.

- G. Teachers shall be permitted to leave their respective school buildings immediately following the dismissal of students at the close of the school day only on Fridays, school days immediately preceding holidays, school days that teachers are to return for evening meetings required by Article III, II B.2., and in special cases by prior arrangement with immediate superiors.
- H. There shall be a twenty (20) minute recess in each primary building each day. If recess occurs in the afternoon, teachers will be entitled to a ten (10) minute coffee break in the morning.
- I. No teacher, whenever possible, shall be scheduled for lunch/recess duty more than three (3) times per week.
- J. For the 2005-2006 school year, elementary teachers are not required to remain with their students while their students are being taught in a computer lab by a computer teacher. This provision will expire at the end of the 2005-2006 school year.
- K. OT/PT/BCBA’s have the flexibility to alter their work schedules without increasing their overall work hours with the prior approval of the Director of Special Education.
- L. Every nurse shall be in her/his school building and available for duty twenty (20) minutes before the opening exercises and thirty (30) minutes after the school closing time.
- M. According to the paragraph above, Nurses may be assigned a duty, outside of their normal responsibilities, in close proximity to the nurse’s office. This will be at the Building Principal’s discretion, not to exceed twice per week. A nurse will not be held responsible for a delay in medical attention when on duty.

II. Work Year

- A. The work year for teachers covered by the salary schedules set forth in Appendices B, C, and D shall be no more than one hundred and eighty-six (186) days. There shall be a maximum of one hundred and eighty-two (182) instructional days and a minimum of two (2) professional days. At least one (1) professional day will be scheduled prior to the first instructional day of school. At least one day prior to the beginning of the student school year will be used as an orientation and

classroom preparation day.

The orientation program for all teachers new to the Burlington School Department shall be two (2) full days if needed.

During years in which the work year of a teacher begins before Labor Day, teachers will not be required to work the Friday before the Labor Day weekend. The school year will not end later than June 30. The current vacation practice shall remain in effect. Work days will not be scheduled on Saturday or during the summer vacation. School year calendars, including the first and last day for teachers, and scheduled vacations, are contained within Appendix J.

B. Non-compensated teacher attendance will be required as follows:

1. Meetings or events being conducted directly following the student school day shall be no more than 60 minutes in length. Meetings will begin 15 minutes after the end of the official student school day. These meetings shall be conducted on Wednesday for the purpose of staff development, updated training covering Civil Rights, Restraint Policy and, Sexual Harassment Policy updates, sharing best practices, and exchanging grade level strategies. Wednesday afternoon meetings shall be left to the discretion of the building principal and no more than two (2) Wednesday afternoon meetings will be scheduled per month. No homework or prep-work shall be required for these meetings and teachers will not be required to travel from school to school for these meetings. Teachers may be requested, however, to bring certain materials or student assignments to these meetings.

Effective July 1, 2010, five (5) of these Wednesday afternoon meetings will be designated in the school calendar as "Inter-School Professional Development Meetings/Curriculum Alignment Meetings" whereby teachers may be required to travel to another school and whereby the meetings may be up to 120 minutes in length.

If part-time employees, whose regularly scheduled worked day is completed before the end of the normal workday, are required to attend after school meetings (i.e. staff meetings, etc.) they shall be compensated at their regular hourly rate for time spent at the actual meeting.

2. School sponsored evening events shall not exceed four (4) such meetings in any given year, with a duration not to exceed two (2) hours. Attendance will not be for supervisory purposes only unless an effort to secure volunteers has been made. Teachers, however, shall be present upon request at School Committee meetings dealing with School Committee business.

C. The Supervisor of Nurses may work an additional ten (10) days during the summer at the per diem rate of 1/186th of his/her salary. The number of days, time period, and scope of work will be determined by the Assistant Superintendent and the Superintendent or designee.

D. Nurses will be available for staff meetings the second Wednesday of each month as deemed necessary by the Director of Pupil Services. Meetings will start no later than thirty (3) minutes after the end of the nurse's work day of the earliest closing school. These meetings shall not exceed two (2) hours.

III. Teacher's Load

- A. No teacher grades 6-12 shall be required in any one semester to teach in more than two (2) discipline areas. Those responsible for schedule development will strive to hold to three (3) teaching preparations.
- B. Whenever possible, in grades 6-12 the academic teacher student daily maximum load shall not exceed one hundred and thirty (130) students in his teaching periods; in grades K-5, whenever possible, a student maximum load shall not exceed one hundred and forty (140). This applies to art, music and physical education teachers, whenever possible.
- C. In grades 6-12 the classroom teachers shall not be assigned more than thirty-five (35) periods per week. Instructional periods are not to exceed twenty-five (25) periods. The remaining periods are to be scheduled at the discretion of the building principals and planning periods as described under Article III, 1, F, 2. The scheduling system can be changed only after consultation with staff concerned and prior notice to staff of implementation.
- D. The Burlington School Department shall maintain a Nurse to Student ratio of 1/750 system-wide inclusive of all schools and total student population. The School Department shall make every effort to maintain a staffing level of one school nurse for each school in the system for each day that school is in session.

Article IV

CLASS SIZE

- A. The School Committee recognizes the desirability of achieving a class size for maximum development of the students in the learning process and to this end will limit class size to the following with the exceptions as noted in Section B.

1	Pre-K	
2	Primary (Grades K-5)	28 whenever possible
2	Middle School (Grade 6) Academic Subjects (including Science Labs.)	28 whenever possible
	(Grades 7-8)	26 whenever possible
3	Secondary (Grades 9-12) Academic Subjects (including Science Labs.)	26 whenever possible
	Industrial Arts Physical Education per teacher station	26 whenever possible 26 whenever possible
	Band and Choral Instruction (to be	

	determined by the Central Administration)	
	Study Hall	40 per teacher
	Any Special Groupings Under State Funded Programs in Accordance with State Laws	

In classrooms with specific learning stations (computers, shops, science labs, art studios, etc.) the number of pupils assigned shall not exceed the number of stations available, whenever possible.

All attempts will be made to equalize the distribution of students on IEP and 504 plans across as many teachers as possible.

- B. In the event that it is necessary to assign a teacher to a class which exceeds the maximum size, the principal shall, upon receipt of written request by the teacher or the Burlington Educators Association, state reasons in writing to the teacher, the Burlington Educators Association and the Superintendent of Schools why the class size has been exceeded. An acceptable reason for exceeding the maximum class size may be any of the following:
1. There is no space available and no portable unit can be obtained to permit scheduling of any additional classes or class in order to reduce class size.
 2. Conformity to the class size objective would result in placing additional classes on short time schedule.
 3. Conformity to the class size objective would result in the organization of half classes.
 4. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction or for the instruction of the gifted.
 5. It is in violation of the rules and regulations of the State Department of Public Safety and/or State Department of Education and is therefore unsound.
- C. The decision to assign a teacher specified under Article IV, Section B, shall be subject to the grievance procedure beginning with Level II.
- D. A cooperating teacher will be employed when the size of a class exceeds twenty-eight (28) in grades K-4 and thirty (30) in grades 5 and 6. A cooperating teacher will be expected to assist with a minimum of three (3) classes.
1. A cooperating teacher will be used at the grade levels where the overload occurs.
 2. The schedule of the cooperating teacher will be made by the principal.
 3. Any substitution of other personnel for the cooperating teacher shall be with the consent of the regular teacher and principal.
 4. The personnel to be substituted must be approved by the School Committee.

5. The School Committee will make every effort to provide a substitute nurse when a regular nurse is absent.
6. A substitute nurse will be provided for the equivalent of four (4) school days to provide coverage for nurses at the elementary level when they are providing puberty instruction to fourth and fifth grade girls and boys.

Article V

SPECIAL TEACHERS

- A. The determination to employ personnel for specialized programs and/or increases to the staff, shall remain the sole prerogative of the School Committee as authorized by law.
- B. The Superintendent shall give due consideration to each request presented and substantiated by the Burlington Educators Association. The Superintendent will adjudicate each request on a priority basis giving due consideration to the educational need of the district and the community's ability and willingness to support additional specialized personnel. He will then submit his recommendations to the School Committee.

Article VI

TEACHER EMPLOYMENT AND RESIGNATION

- A. Full credit shall be given teachers for previous teaching experience upon initial employment in Burlington provided they meet existing requirements of the Salary Schedule.
- B. All teachers entering or reentering the Burlington Public Schools will receive full credit for each full year of experience on the Salary Schedule for all full time outside teaching experience. Teachers who have not been engaged in teaching on a full time basis will upon entrance to the system be placed on the next step of the Salary schedule above that at which they last taught provided their last year of employment included more than one hundred and twenty (120) school days of continuous employment.
 1. Previously accumulated unused sick leave days will be restored to all returning teachers who had left either for military service, Peace Corps or the equivalent.
 2. A teacher who has served in the system on or before January 5, will be given credit for a year's work and will advance to the next step on the salary scale for the following year.
- C. After September 1, 1971, all teachers entering or reentering the Burlington Public Schools will receive full credit for each full year of experience on the Salary Schedule for all full time outside teaching experience. Teachers who have not been engaged in teaching on a full time basis will

upon entrance to the system be placed on the next step of the Salary Schedule above that at which they last taught provided their last year of employment included more than one hundred and twenty (120) school days of continuous employment.

1. Previously accumulated unused sick leave days will be restored to all returning teachers who had left either for military service, Peace Corps or the equivalent.
 2. A teacher who has served in the system on or before January 5, will be given credit for a year's work and will advance to the next step on the salary scale for the following year.
- D. No resignation will be accepted during the school year beginning September 1, to take effect prior to the end of that contract year, except for reasons of illness, pregnancy, or other justified causes as approved by the Burlington School Committee.
- E. No resignations shall be submitted after August 1 to take effect prior to the end of the contract school year except as provided in C. above.

Any resignation submitted in violation of this paragraph may result in a denial to supply recommendations and employment information to interested parties on behalf of the individual. In addition, a record may be placed in the individual's personnel file and forwarded to any new employer stating that the individual acted in violation of a legal contract between the Burlington Educators Association and the Burlington School Committee and further acted in an unethical manner. In addition, the School Committee may file a letter with the Massachusetts Association of School Committees noting the unethical practice.

- F. Any individual who is under contract in Burlington for the next school year beginning September 1 who has applied for a position in another school system, shall notify his or her principal and the Superintendent of Schools in writing of this fact at least by May 15th. Failure to comply with this could result in denial of supplying recommendations and employment information to interested parties on behalf of the said individual.
- G. When deductions are made for all other absences or for resignation, one (1) day will be considered 1/186 of the annual contract amount. If the length of the school year changes the ratio shall be adjusted accordingly.

Article VII

TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than June 15. The Superintendent may alter the schedule prior to school opening in September if

conditions of employment or resignations so warrant. Notice of this change will be forwarded to the teacher in writing.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside of the scope of their teaching certifications and/or their major or minor fields of study except in cases of emergency.
- C. In arranging schedules for teachers who are assigned to more than one school, the amount of interschool travel will be limited. Teachers required to travel between schools shall have a minimum of twenty (20) minutes between the end of a class in one school and the start of a class in another school. Allowances will be made for inclement weather. Teachers who are assigned to more than one school in any one school day will receive the prevailing town mileage rate for all interschool driving done by them. The method of recording such mileage will be at the sole discretion of the school business administrator. Such teachers will be notified of their designate schedule by June 15, to the extent possible.
- D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, sexual orientation and gender identity or expression.

Article VIII

TRANSFERS/VACANCIES/REASSIGNMENTS

- A. Assignments and reassignments refer to within a school building whereas typically transfers are systemic and between school buildings. In both cases, these can be involuntary provided that they are not done for arbitrary, punitive or capricious reasons and could be subject to the grievance procedure in Article 2.
- B. Teachers desiring a transfer will submit a written request to the Superintendent of schools stating the assignment preferred with a copy to the principal of the school to which the transfer is being requested. Such requests must be submitted between September 1 and May 1 of each school year to be considered for the next school year. Requests must be renewed each year.
- C. When a reduction in the number of teachers in a school is necessary, qualified volunteers will be considered first to transfer to another position within the school district.
- D. 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 transfer will be subject to the grievance procedure up to and through Level Four. Involuntary transfers shall not be made for arbitrary, punitive or capricious reasons.
- E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than May 15.
- F. Prior to determining grade assignments/reassignments for the following year (typically each spring), principals should do an 'all call' (via email prior to May 1) seeking any teachers interested in changing assignments. After seeking volunteers, principals may assign and reassign qualified staff without posting the position when there is no net change in full-time equivalents

(FTEs) assigned to the individual school (e.g. there are the same number of classes, but a change in distribution of assignments is anticipated such as a new fourth grade and one fewer third grade class.)

- G. Permanent positions vacated by resignation or retirements or newly created positions will be posted district-wide whenever a 'vacancy' occurs and this internal district-wide posting will occur at least 48 hours in advance of any external postings. Internal teacher applicants will be at least granted an interview in most cases unless the number of internal applicants is so great that interviewing all internal applicants would be impractical. Postings for positions will close no sooner than seven school days following the internal posting. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth.
- H. Permanent vacancies through April 30th will be posted and filled as a teacher on the teacher pay scale unless the BEA and Superintendent agree that the position should be posted as an interim teaching vacancy, which although a temporary position, will also be paid on the teacher's pay scale.
- I. Any temporary vacancy resulting from a paid or unpaid leave for less than a full school year, or a permanent position vacated after April 30th of a given school year will be filled by a substitute for the duration of the school year. Once a substitute teacher has been assigned to fill a particular vacancy for 110 consecutive school days within a given school year, he/she will be compensated at Bachelors, Step 1 of the BEA salary scale until the teacher of record returns or the school year ends, whichever is sooner. Permanent substitutes will not be removed from their role solely for the school system's financial interest to not pay a differential or for other arbitrary reasons.
- J. When a teacher requests and is approved for an entire academic year of unpaid leave of absence, this position will be considered a temporary vacancy for the entire following school year. Full year interim vacancies will be posted and the replacement teacher will be paid on the teachers' pay scale. When a teacher is granted a paid leave of absence prior to March 1st for the entire next school year, the opening will be posted as temporary vacancy and paid on the teachers' pay scale.
- K. The President of the BEA will be notified, in writing, of any paid or unpaid leave of absence greater than eight (8) weeks. A copy of the posting for all permanent and temporary vacancies will be sent to the BEA President.
- L. All possible vacancies (as a result of resignations, retirements or newly created positions) across the school district shall be posted district-wide before principals make placement decisions not covered by Section F for the following school year so as to allow teachers to first apply for all vacancies.
- M. Teaching vacancies occurring during the school year may not necessarily be filled by a teacher who is currently serving in the Burlington Public Schools where in the judgment of the Superintendent, such transfer would disrupt the educational program of the students. Department head vacancies, specialists vacancies and vacancies involving changes in subject matter are not covered by this paragraph.
- N. Any work required above and beyond that of the contract shall be posted within the building. Said statement shall set forth the scope of duties, the rate of compensation and/or any other benefits that accompany said position. The assignments shall be made by the Building Principal or the appropriate school administrator.

Article IX

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Teachers will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss such report with their supervisor. Teachers will acknowledge having seen the report by affixing their signature to the evaluation report.
- B. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review and must have either the Superintendent or designee in attendance.
- C. In the case of any complaints regarding a professional staff member made to any official of the School Department, the complainant shall be referred to the staff member's immediate superior. That staff member shall be notified of the complaint. No teacher will be reprimanded because of a complaint from a parent, student or any other person outside the administration without the right to present his/her case or viewpoint. Nothing shall be inserted into a staff member's personnel file regarding a complaint until after the teacher is allowed to provide his or her viewpoint and the letter is discussed with the teacher at a meeting between the teacher, (who may be accompanied by an Association representative) and his or her supervisor.
- D. All formal evaluations of teachers shall be performed in accordance with the procedures and instrument contained in Appendix H attached hereto and part hereof.

Article X

POSITIONS - SUMMER SCHOOL - EVENING SCHOOL - FEDERAL PROGRAMS

- A. Openings in Summer School, Evening School and Federal Programs will be publicized as soon as possible. Teachers will be notified of tentative appointments as soon as possible.
- B. Positions in the Burlington Summer School and Evening School and positions under federal programs will be filled by regularly appointed teachers in the Burlington School System to the extent possible.
- C. In filling such positions, considerations will be given to the teacher's area of competence, major and or minor field of study, number and type of advanced degrees held, quality of teaching performance, length of service in the Burlington School System, and in regard to Summer School or the Evening School positions, previous Burlington Summer School or Evening School teaching experience.
- D. No person shall be assigned to an area where specialized equipment is to be used or is present except that such person shall, in the opinion of the Director with approval of the Superintendent, be competent to operate the special equipment.

- E. This article shall not be construed as a guarantee that any or all of these programs shall exist in the school system.

Article XI

SCHOOL FACILITIES

- A. All custodial fees incurred in paragraphs C and E below will be paid by the Burlington Educators Association. Building use shall be approved by the Business Administrator in keeping with existing policies and regulations governing use of school facilities.
- B. The Association shall have the opportunity to announce but not discuss building membership meetings and matters under consideration at regularly scheduled faculty meetings.
- C. The Association shall have permission to use school facilities when not otherwise used.
- D. The Association shall have access to teachers at their place of assignment when such access will not interfere with assigned duties of the teachers and when such matters cannot reasonably be conducted after school hours.
- E. The Association will have the right to use the athletic facilities and equipment at the High School one evening per week. The schedule and other related matters will be arranged in advance with the Business Administrator.
- F. There will be one bulletin board in each school building for the purpose of displaying notices, circulars and other Association material. Copies of all such material will be given the building principal, but his advance approval will not be required.
- G. Teachers shall have access to the private use of a school phone.
- H. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other organization.

Article XII

LEAVES

- A. Effective July 1, 2006, all classroom teachers shall be credited as of the first official day of each school year with fifteen (15) paid sick leave days which may be applied to sick leave as follows:
 - 1. Sick leave not used in any year may be accumulated. Teachers shall receive a written accounting of their accumulated sick days by September 30th of each year.

2. Leave shall be granted for sickness by the Superintendent of Schools to all classroom teachers only under the following conditions:

- a. When incapacitated for the performance of duties by sickness or injury.
- b. When through exposure to contagious disease the presence of the classroom teacher would jeopardize the health of others.
- c. In the case of serious illness of spouse, child, parent of either spouse of individuals subject to the rules, or a person living in the immediate household of individuals subject to these rules, may be granted sick leave with pay not to exceed five (5) working days within each school year or contract year.

3.

- a. Notification of absence under 2c above shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay.
- b. For any period of absence on account of sickness, the Superintendent of Schools may require, for purpose of additional evidence, a physician's certification for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after request date thereof, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay.

4.

- a. A teacher who is pregnant may remain in her position until the termination of her pregnancy provided that she is capable of safely performing the essential functions of her position with or without a reasonable accommodation. Except in cases of emergency, the teacher shall notify the Superintendent at least two (2) months in advance of the expected date of the commencement of maternity leave of absence.

Teachers who attend professional development days while on leave will have their leave extended by the same amount of days so attended.

- b. Teachers shall be granted maternity leave of absence up to two (2) years without pay following the effective date of leave. Teachers shall return from such leave at the beginning of school in a September within the two-year maternity leave period, and notification of intent to return must be filed with the Superintendent of Schools no later than March 1, prior to the opening of school the following September. Said teacher shall retain all rights and privileges as stated under Article XIV.

5. Teachers returning from all unpaid leaves shall be guaranteed a position for which they are qualified but not necessarily the position that they left prior to the onset of the leave. Teachers returning from the leave are subject to provisions of Article XXVII.

B. All Unit A members shall be credited as of the first official day of each school year with three (3)

days leave of absence for personal, legal business, household or family matters which require absence during school. Applications for personal leave will be made at least three (3) days before taking such leave (except in the case of emergency where the reason may be requested by the Superintendent) and the applicant will not be required to state the reason for taking such leave other than he or she is taking it under this Article. However, this leave cannot be used the first or last day of the school year or the day preceding or following a holiday without a reason and permission from the Superintendent.

1. At the end of each school year, any of the three paid personal leave days described in Section B of this Article, which were not utilized during that respective school year will be converted into sick leave days, and credited to the teacher as described in Section A of this Article.
2. The Superintendent reserves the right to limit the number of persons on this leave to not more than five percent (5%) of the total staff per school day.

II. Sick Leave Bank

- A. Upon the effective date of this agreement a voluntary sick leave bank shall be established for eligible members covered by this agreement who
 1. have a serious illness, and
 2. have exhausted their own accumulated sick leave.
- B. At the beginning of each school year each eligible member of the professional staff covered by this agreement shall contribute one (1) day of his/her annual allotment of sick leave in order to fund the bank. Eligible members of the professional staff covered by this agreement who decide not to participate in the sick leave bank shall notify the Business Office by September 30th. Such notification shall be in writing. Unused sick bank days shall be carried forward from school year to school year. Employees will only contribute to the sick leave bank when the balance at the beginning of the school year is below 1800 days.
- C. The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Association and two by the School Committee. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. All decisions will be made by the committee as a whole. Once the committee has voted, the applicant and the payroll department shall be notified in writing of the outcome within three working days. Eligibility and amount shall be governed by the following criteria:
 1. adequate medical evidence of serious illness
 2. prior utilization of all eligible sick leave
 3. length of service in the Burlington Public Schools system.
- D. The initial grant of sick leave by the committee shall not exceed thirty (30) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President of the Burlington Educators Association. The committee will convene within ten (10) working days upon receipt of a sick leave bank request.

- E. Upon completion of the thirty (30) day period, the entitlement may be extended by the committee upon demonstration of need by the applicant.
- F. All documents, communications and records dealing with the processing of a sick leave bank request will be filed separately from the personnel files of the applicants. All correspondence will be marked confidential.
- G. If the sick leave bank is exhausted it shall be replenished by an automatic contribution of one (1) additional day from each member of the professional staff covered by this agreement.
- H. The decisions of the Sick Leave Bank Committee under this Article shall not be subject to the parties' grievance and arbitration procedure.

III. Administrative Leave

Administrative leave will be granted in addition to other paid leave days for the following reasons:

1. Time necessary for duly authorized Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
2. Time necessary for appearances in any legal proceeding connected with the teacher's employment and for any legal proceeding for which a teacher receives a subpoena to appear up to a maximum of two (2) days per school year. Additional days will be at the Superintendent's discretion.
3. Time necessary for the Chairman of the PR&R Committee and the individual nurse initiating a grievance, or in the case of a class grievance, the President will represent the group and attend the grievance or arbitration hearings scheduled during working hours.
4. Time necessary for one (1) Association representative to attend such labor relation hearings as scheduled by a State Board or Commission if such hearings pertain to the bargaining unit.
5. Leave of absence with pay will be granted in the event of the death of a spouse, child, parent, legal guardian, grandparent of either spouse, brother or sister of individuals subject to these rules, or a person living in the immediate household of an individual subject to these rules for a period not exceeding five (5) consecutive calendar days. In addition, a leave of absence with pay not exceeding five (5) consecutive days will be granted to a primary care giver in the event of the death of a person who is under his/her care. In addition, a leave of absence with pay not exceeding one (1) workday will be granted in the event of the death of an aunt, uncle, niece or nephew of the employee or his/her spouse. An employee may request additional leave under the paragraph and such leave may be granted at the discretion of the Superintendent.
6. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves and State National Guard provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay they receive from the State or Federal Government. Military pay must be verified.
7. Two (2) days leave of absence with pay will be granted for Jewish High Holidays and one (1) day for Orthodox Good Friday where applicable.

8. One (1) day for purpose of visiting other schools or attending meetings or conferences of an educational nature.
9. Leave taken pursuant to Section III 1-8 above will be in addition to any sick leave to which the teacher is entitled.

IV. Jury Duty

Teachers shall not suffer any loss of pay if required to perform jury duty.

Article XIII

SABBATICAL LEAVE OF ABSENCE FOR PROFESSIONAL STUDY OR PROFESSIONAL RESEARCH

- A. Eligibility - Any permanent full time member of the professional staff who has been in the Burlington Public Schools for seven (7) or more years either as a teacher, administrator or a combination of both, may, upon the approval of the Superintendent and the school principal request of the School Committee a sabbatical leave of absence for a period not to exceed one (1) school year. A professional leave of absence for a period of less than one (1) year will also be given consideration. One percent (1%) of the professional staff may be given such leave in any one year. Sabbatical leave of absence will be granted to members of the professional staff with less than seven (7) years in Burlington when it is the opinion of the administration that a great benefit to the school system could be realized. Eligibility may be re-established for a second leave following the serving of a second seven (7) year period of service.
- B. Application and Selection - Application for sabbatical leave of absence should, whenever possible, be filed with the Superintendent of Schools not later than December 1 of the year prior to the one in which the leave is requested. In the event that the number of applicants exceeds one percent (1%) of the staff, the following factors will be taken into account in determining priority:
 1. Educational value of the proposed study to the Burlington Public Schools.
 2. Seniority and service.
 3. Distribution of the available leaves to the various teaching and administrative areas.

With his/her application for leave, the staff member must, in the case of professional study leave, submit a proposed plan of study, a statement of professional purpose and the expected value of such study to the school system.

- C. Teachers on sabbatical leave will be paid at three-fourths (3/4) of their regular salary rate provided that if there is a program grant which when added to three-fourths salary exceeds the regular salary, then in that event the teacher will receive that percentage of salary which when added to the grant total, totals twenty-five percent (25%) in excess of his regular salary.
- D. Service Required After Expiration of Leave - A staff member who has been granted a sabbatical leave of absence shall file with the Superintendent a written agreement stipulating that he will

remain in the employ of the Burlington Public Schools for a period equal to twice the length of said leave, unless released of his/her commitment by the School Committee, and that in default of this agreement, he/she will refund to the Town of Burlington an amount equal to such proportion of salary received by him while on leave, as the amount of service not actually rendered. Following a sabbatical, the staff members shall file a report as the Superintendent of Schools or the School Committee may require.

- E. Rights of Staff Members on Sabbatical Leave of Absence - Staff members who have been granted a sabbatical leave of absence shall retain those salary rights, professional teacher status rights and seniority rights which would otherwise be theirs if they were actively employed in the system during that period.

Article XIV

TUITION WAIVER

Teachers who are not residents of Burlington shall have the opportunity to send their children to the Burlington Public Schools at no cost. Teachers shall bear all expenses incurred in excess of the per pupil cost for their children. Teachers should be aware of any potential tax consequences of accepting this benefit. As many children as possible will be accepted under the following provisions. Requests will be honored based upon the seniority of the teacher. Only one student will be accepted per family until all requests are honored and availability still exists. Enrollments shall be for one year's duration and can be renewed. Children accepted in the previous school year will be given priority to continue. Children accepted under this Article will be assigned where they will have the least impact on class size as stated in Article IV. The School Committee maintains the right to preclude specific grades in specific schools from consideration based upon projected student population growth.

Article XV

SUBSTITUTE TEACHERS

- A. The present system regarding substitute teachers will remain in effect. When a substitute is not provided for a regular permanent teacher who is out with an excused absence, it shall be the responsibility of the district, not the responsibility of the individual teacher, to find coverage for his or her classes and non-teaching duties.
- B. Whenever possible, regular permanent teachers will not lose any planning periods because of Section A.

Article XVI

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- A. The School Committee will pay the cost of in-service courses sponsored by the School Committee.

- B. The School Committee will pay the reasonable expenses including fees, meals, lodging and/or transportation incurred by teachers who attend School Committee approved workshops, seminars, conferences or other professional improvement sessions. The Superintendent will place all convention and conference information received at the Central Office in the school mail boxes not later than 24 hours after it has been received.
- C. The working arrangement of the present Academic Review Board will remain in effect, and also determine the appropriateness of the items listed in Clause A and B with regard to lateral and vertical changes on the Basic Salary Schedule. Effective the 2003-2004 school year, no more than 15 in-service credits approved by the Academic Review Board shall be applicable to the salary scale after a Master's Degree is earned. Once a teacher has earned his/her Masters degree, they can apply up to, but no more than, fifteen (15) additional in-service credits which are approved by the Academic Review Board to the salary schedule for purposes of movement on the salary schedule.
- D. An academic review board of teachers, administrators and School Committee members will be formed in order to review and rule on requests by professional staff members for accreditation of work and projects done outside regular academic institutions and in in-service educational programs. The Academic Review Board shall review sabbatical leave of absence projects and make recommendations to the Superintendent of Schools concerning same under provisions of Article XIV of this contract.

The composition of said Academic Review Board shall be:

- 4 Classroom Teachers, To be selected by the PR&R Committee
- 1 Administrator, To be selected by the Superintendent
- 2 School Committee members
- 1 Superintendent of Schools or designee

The decision of this Academic Review Board shall be final and not subject to appeal to the PR&R Committee.

The Academic Review Board will meet during September and elect a Chairman who will be responsible for calling all other meetings.

- E. Effective the 2002-2003 school year, the parties agree to form a committee of teachers and administrators that will meet at least once per month to discuss professional development and curriculum issues. Three members of the committee will be appointed by the Association.
- F. Effective the 2011-2012 school years the School Committee agrees to increase the tuition reimbursement fund to \$36,000 for the purpose of reimbursement to teachers for the cost of college course reimbursement. The fund shall be renewed from school year to school year. Applicants for course approval must be submitted to the Superintendent by October 15, February 15, or May 15 depending on the semester, who has the sole discretion to approve or deny the requested course. Teachers shall be reimbursed \$600 per college course. No teacher shall receive a second course reimbursement during the same school year until every teacher has had the opportunity to submit the reimbursement for their first course reimbursement. The decision of the Superintendent shall be final and shall not be subject to the parties' grievance and arbitration procedure.

- G. The Burlington School Department agrees to reimburse employees covered by this agreement a total of \$150 per person during the term of this agreement for continuing education credits, nurses' licenses, and any state certifications.

Article XVII

PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the School Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the School Committee will furnish legal counsel to defend him in such proceeding as provided under Chapter 100C of the General Laws of the Commonwealth of Massachusetts.
- D. Teachers may receive benefits under the Workmen's Compensation Law only if he "receives a personal injury arising out of and in the course of his employment." If an employee sustains injuries unconnected with his work, he receives no benefits - Chapter 152, Section 26.
- E. The teacher receives weekly benefits only if the personal injury results in a disability which incapacitates him/her from performing his/her full work.
- F. No compensation is paid for any injury which does not incapacitate the teacher from earning full wages for a period of at least five (5) days. However, if the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury - Chapter 152, Section 29, as amended by Chapter 578 of the Acts of 1966.
- G. He/she may receive sick leave payments to the extent that his/her weekly sick leave payments, when added to his/her Workmen's Compensation benefits, do not exceed his/her full weekly salary or wages - Chapter 152, Section 69. Such sick leave shall be charged to accumulated sick leave. Once accumulated sick leave is exhausted, the employee will receive only Workmen's Compensation payments.

Article XVIII

INSURANCE AND ANNUITY PLAN

- A. The School Committee agrees to offer the following types of insurance coverage:

1. A \$5,000 term life insurance plan of the type presently available to teachers.
2. Individual or family coverage to employees with the School Committee contributing 70% and the employee contributing 30% for the HMO plans and with the School Committee contributing 50% and the employee contributing 50% for the PPO plan.

For the period beginning on January 1, 2014 and expiring on June 30, 2017, the School Committee will reimburse employees and non-Medicare retirees for the first 50% of their deductible up to the following amounts: \$500 for employees and non-Medicare retirees with individual coverage and \$1,000 for employees and non-Medicare retirees with family coverage. Reimbursement pertains to BCBS and Harvard Deductible Plans only. The HRA procedures are delineated in Appendix M of the Agreement.

Network	Blue	New	England	Deductible	(HMO	Plan)
Harvard	Pilgrim	Best	Buy	HMO	(HMO	Plan)
Blue	Care	Elect	Preferred		(PPO	Plan)

3. Any other insurance plans which the Town may provide for teachers and/or retired teachers.
 4. Effective January 1, 2009, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.
 5. The School Committee as the bargaining agent for the Town regarding health insurance issues agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.
- B. This agreement shall not be construed to supersede any changes in health insurance that are mandated and required by state or federal law subject to each party's bargaining obligations under G. L. c. 150E.
- C. Teachers will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.
- D. Effective July 1, 2007, establish 403B plan – school will match contributions up to \$200 per teacher.

Article XIX

TEXTBOOKS

- A. The School Committee guarantees that it will provide sufficient textbooks or their equivalent instructional materials to provide for each child in the classrooms.
- B. Each teacher is required to distribute without delay and at the appropriate time the above mentioned materials that are to be provided by the School Committee.

- C. The School Committee encourages all members of Unit A to recommend textbooks and to use all communication channels presently in operation.

Article XX

DUES DEDUCTION

- A. The School Committee agrees to permit deductions from the salaries of its employee's dues for the Burlington Educators Association, Massachusetts Teachers Association and the National Education Association, as said teachers individually and voluntarily authorize the School Committee to deduct, and to transmit the monies promptly to such association or associations. Teacher authorizations will be in writing in the form agreed to by the Burlington Educators Association and the _____ Town _____ Treasurer.

Payroll	Deduction	Authorization
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I hereby authorize the Burlington School Committee to deduct my professional dues annually until further notice. The amount of such dues shall be certified by the Association Treasurer prior to October _____ 1, _____ of _____ each _____ school _____ year.

The deductions shall as far as possible be made in equal payments during the school year.

All dues shall be remitted to the Treasurer of the Burlington Educators Association who shall be bonded. I agree that at least sixty (60) day's notice, in writing, shall be given to the Burlington School _____ Committee _____ to _____ withdraw _____ this _____ authorization.

- B. The Burlington Educators Association will certify to the School Committee in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the School Committee thirty (30) days written notice prior to the effective date of such _____ change.
- C. Teachers will be eligible to participate in Massachusetts Teachers Association Credit Plan and/or _____ Town _____ of _____ Burlington _____ Credit _____ Plan.
- D. Effective September 1, 1981, as a condition of his/her continued employment, every teacher, if and when not a member in good standing of the Burlington Educators Association, shall pay or by payroll deduction have paid to the Association an agency fee of an amount equal to its full dues (subject to rebates as provided by the rules and regulations of the Massachusetts Labor Relations Commission). However, in no case shall such conditions arise before the thirtieth (30th) day following the date of the teacher's employment or the effective date of this agreement, whichever date _____ shall _____ be _____ later.
- E. Teachers may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education (VOTE - Political Action Committee) in an amount which the teacher shall specify in writing.

Article XXI

PAYMENT OF WAGES

- A. Teachers shall have the option of twenty-two (22) or twenty-six (26) pay periods. The first pay day shall be no later than the second Thursday after teachers return to work. In the event that teachers will have completed their work year prior to the Thursday when the twenty-second payment is to be paid, then that payment will be paid on the last work day.
- B. When a payday falls on a holiday, teachers will be paid on the previous day.
- C. Arrangements will be made for the direct deposit of checks to the bank of the teacher's choice.

Article XXII

PREPARATION OF CONTRACT

The School Committee will assume responsibility for reproducing this agreement with the understanding that the Committee will supply the BEA with five hundred (500) copies.

Article XXIII

CONTINUING COMMUNICATION

- A. A free exchange of ideas between teachers and School Committee members would be of significant value in improving the quality of education in the Burlington schools.
- B. Meetings shall be held three (3) times yearly; once in October, once in December and once in March between representatives of the Burlington Educators Association and representatives of the Burlington School Committee. Additional meetings may be held by mutual consent in order to facilitate ongoing dialogue.
- C. One week prior to each of these meetings, the Burlington Educators Association and the Burlington School Committee will exchange a list of items of interest for discussion at that particular meeting. This agenda will in no way limit topics for discussion because the purpose of these meetings is to stimulate free continuous dialogue for our mutual benefit.
- D. It is agreed that the provisions of this Article will in no way be construed as broadening the scope of other sections of this agreement, nor will any matter become a grievance which would not be a grievance in the absence of these provisions. Formal grievances in process are not to be discussed at these meetings. No binding agreements are to be made at these meetings.

Article XXIV

TEACHER RIGHTS

- A. There will be no reprisals, discrimination, coercion or other such action against any person by reason of his/her membership or his/her participation in activities of the Association or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any conditions or terms of employment.
- B. No teacher shall be discharged, suspended, formally reprimanded, or reduced in rank or compensation without just cause. This provision is not intended to restrict the Committee's sole right to determine to reappoint or not to reappoint a nonprofessional teacher for the following school year; and such decision to not appoint a nonprofessional teacher will not be subject to the grievance and arbitration provisions of this agreement.

Article XXV

CHAPTER 766

- A. Every effort will be made to provide coverage for teachers participating in core evaluations during regular school hours by personnel other than teachers scheduled for other duties.
- B. Anyone who is to participate in a core evaluation will be asked whether he/she is available on that date/time at least five (5) school days in advance of the anticipated scheduling of the meeting whenever possible. Every effort will be made to schedule a core and core-related meetings at a convenient time for all participants.

Article XXVI

TEACHER RECOGNITION

All teachers who contribute to a published curriculum will be recognized.

Article XXVII

LAYOFF AND RECALL

- A. Should the Committee determine that it is necessary to reduce the number of teachers for whatever reason, then the following definitions and procedures shall apply:
- B. **Definitions**
 - 1. **Seniority:** As used in this article, seniority shall mean the length of continuous

professional service in the Burlington Public Schools measured from the first day for which compensation was received including time spent on paid or unpaid leave of absence and time spent on layoff during the recall period. The term "continuous professional service in the Burlington Public Schools measured from the first day for which compensation was received" is agreed by the parties to include only service under an individual teacher's contract until a teacher serves as a professional teacher. Members of Unit A who are promoted or moved to Unit D positions shall have the seniority rights equivalent to the length of continuous professional service in Unit A and Unit D.

2. **Qualified:** As used in this article, a teacher shall be described as qualified for a position in an area if that teacher is certified in that area and either:
 - a. has been paid as a teacher in that area in the previous five years, or
 - b. has successfully completed or will have successfully completed at least two 3-credit courses in that area in the two years preceding or one year following the commencement of the new assignment. Failure to complete the courses will result in termination.

Note: Any teacher who is notified prior to December 1 of any school year that he/she may be subject to a reassignment for the next year which will require the meeting of the course requirement of this section shall be required to fulfill this requirement prior to the commencement of the new assignment subject to the following:

- i. The courses to be taken shall be subject to prior approval of the Superintendent. Such approval shall not be unreasonably withheld.
 - ii. The Committee shall reimburse the teacher for up to \$150 per credit for each such course.
 - iii. Teachers who are unable to complete this requirement because of extended physical disability shall be exempted from this requirement.
- c. For the term of this agreement, a teacher who qualifies to teach in more than one area as defined in Section B. shall notify the Superintendent's Office, following the posting of a systemwide seniority list and prior to any designation of teachers for layoff, of that area (one other) for which he wishes to exercise his seniority and professional teacher status rights in addition to his current professional assignment.

C. Order and Procedures for Layoff

1. No professional teacher shall be laid off if there is a nonprofessional teacher occupying a position which the professional teacher is qualified to fill.
2. Any layoffs shall be effective on the first day of a school year unless unusual financial circumstances not anticipated prior to September 1 occur. In any layoff caused by unusual financial circumstances after September 1, the election of an alternate area by the teachers so affected shall be permitted as governed by Sections A. and B.

3. Within two (2) weeks after Town Meeting approval of School Committee budget, but in no event later than June 15 of the year prior to the layoff of any teacher, the Superintendent shall determine those areas in which there is likely to be a layoff and shall designate by the reverse order of seniority which teachers in each area are initially designated for layoff. Each of these teachers shall be notified in writing and simultaneously the Association shall be notified.

Area of Layoff	Pool to be Considered
Special Pre-K-12	All assigned in special category
Classroom K-5	All assigned K-5 and elementary certified teachers in grades 6-8
Classroom 6-8	All teachers in subject areas 6-8
Classroom 9-12	All teachers in subject areas 9-12 and secondary certified in subject area in grades 5-8

Note:

- a. Elementary certified teachers in grades 7 and 8 do not need teaching or courses to "bump" into K-6.
- b. Secondary certified teachers in grades 7 and 8 do not need teaching or courses to "bump" into 9-12.
- c. Elementary certified teachers in grades K-5 do not need teaching or courses to "bump" into 7 and 8.
- d. Secondary certified teachers in grades 9-12 in subject do not need teaching or course work to "bump" into subject 7 and 8.
- e. 7 and 8 grade teachers certified in both elementary and secondary in the subject they are teaching must pick their "primary" certification as one or the other.

4. If any of the teachers designated in the preceding section (C.3) is/are suitable for assignment to another area, then the teacher(s) shall be reviewed with all the teachers in the other area(s). If a designated teacher has greater seniority than any teacher in the other area, then the initial designation for layoff shall be rescinded and the teacher with the least seniority in that area shall, if necessary, be designated for layoff. This newly designated teacher shall, if suitable for assignment in another area, be reviewed as above.

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------|
| <ol style="list-style-type: none"> a. Definition 1. Subject a. English b. Social Studies c. Science d. Math e. Business f. Industrial Arts g. Language | of | Areas

7-12 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------|

h. Home

Economics

2. Special Pre -K through 12

- a. Art
- b. Music
- c. Physical Ed.
- d. Speech
- e. Pupil Services
- f. Reading
- g. Media
- h. Special

Needs

3. Elementary K-5

5. Within fifteen (15) calendar days of the initial layoff designation in the year prior to the layoff, the Superintendent shall compile a final layoff list. Each teacher designated to be laid off and the Association shall be notified promptly and no later than fifteen (15) days after the initial layoff designation.
6. If, before the opening of school in September, any vacancy occurs for which a designated teacher is qualified, then the designated teacher shall be assigned to that position. If more than one designated teacher is so qualified, then the senior most teacher shall be assigned to the position.

1. Special Provision for Exceptions - Subject to the following, the Superintendent may exempt certain professional teacher from being laid off or "bumped":

- a. For the duration of this provision, there shall be no more than a total of eight (8) instances of exemption. The same teacher exempted in two (2) or three (3) different years shall count as two (2) or three (3) exemptions respectively. Note: One exemption equals one position per contract year.
- b. In any school year, there shall be no more than one (1) exemption in an area of fewer than eight (8) positions and no more than two (2) exemptions in an area of eight or more positions. Area shall mean those areas as listed in subsection 4.a. of this section.
- c. Any exemptions designated by the Superintendent shall be based only upon unique expertise in meeting the existing curriculum needs in that area and/or performance. (The exemption decision shall not be based upon inferior performance.) Performance shall be determined from the written teacher evaluations performed pursuant to Appendix J. and recorded on the Teacher Evaluation Instrument, exclusive of Section IV.5. thereof, from the 1980-81 school year and thereafter.
- d. The Superintendent's decision to exempt a teacher shall be overturned only if it is determined to be arbitrary or capricious.

Any dispute will be immediately submitted to expedited arbitration in accordance with the rules of the American Arbitration Association.

- e. If the Superintendent is to designate any teacher(s) as exempt during any school year, such designation must occur prior to any designation for layoff and any bumping resulting there from and the Association so notified.

D. Recall

1. Any teacher who has been laid off shall for twenty-six (26) months thereafter have a right to any position in the unit which becomes available and for which he/she is qualified.
2. Recall rights shall be in the reverse of the order of layoff, and as to teachers laid off at the same time, the order shall be the reverse of the order of seniority.
3. Recall notices shall be sent by certified or registered mail simultaneously to the Association and the laid off teacher at his/her last known address. If a teacher refuses recall to a suitable position, then that teacher shall not be subject to any further recall. Failure of a teacher to respond to a recall notice within two (2) weeks of receipt of the notice shall be construed as a refusal of recall.

E. Dispute Resolution

Notwithstanding any provisions of this agreement to the contrary, disputes concerning the application, meaning or interpretation of this article may be initiated at Level Three of the grievance procedure.

F. Ties in Seniority

If a tie in seniority exists anywhere in the bargaining unit, the tie shall be resolved by lottery.

Article XXVIII

GENERAL

In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in effect.

Article XXIX

DURATION

The provisions of this agreement and its appendices will be effective as of July 1, 2014 through June 30, 2017.

This Memorandum of Agreement is subject to ratification by the Union membership and the School Committee

In witness whereof the parties hereunto set their hands and seals this 24th day October 2014. **For the School Committee:**

Chairman Kristin A. Russo
 Vice Chairman Christine M. Monaco
 Thomas F. Murphy
 Stephen A. Nelson
 Michael DeSimone

For the Association:

President Diana Marcus

APPENDICES

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APPENDIX A

Explanation to Salary Schedule

Proof of any earned credit must be submitted on or before September 1 of the year to which it applies. Also, in-service training courses, provided by the School Department for professional updating shall be credited for movement between periods and for horizontal movement in accordance with this Appendix. In-service education courses provided by the School Department shall be assigned credit by the Academic Review Board prior to the initiation of the course.

Once a teacher has earned his/her Masters degree, they can apply up to, but no more than, fifteen (15) additional in- service credits which are approved by the Academic Review Board to the salary schedule for purposes of movement on the salary schedule.

For the 1999-00 school year only, at each of the first six steps on the teacher's salary schedule one notes a 5% increase. There is an increase to 6% on each step thereafter.

The School Committee reserves the right to withhold an increment for unsatisfactory service or to grant an additional increment for teacher proficiency.

Study to be pursued must be approved by the Superintendent of Schools. Courses must be in or closely allied to the teacher's professional advancement.

All previous experience will be recognized in determining the salary of a candidate appointed to the system provided it meets the Burlington Salary Schedule stipulation.

In order to deviate from the published salary schedule when the position available requires the combination of educational training coupled with practical experience in a specialized area, there shall be agreement between the BEA negotiating team and the School Committee.

- a. The School Committee will pay for the cost of civil fingerprinting through June 30, 2017.

Continuing Education

Effective September 1, 1991, all teachers on the B+15 column shall be required to take three (3) credits every three (3) years. The School Committee agrees to provide additional in-service courses. Preference for in-service courses shall be given to those on the B+15 column.

The Academic Review Board will assign credit for courses, in-service courses, curriculum work, etc. Any in-service credits over six (6) to be applied to horizontal movement must be taken after July 1, 1990. Approval can be prospective or retrospective.

No more than six (6) credits earned beyond the M+45 as of July 1, 1990 can be used to reach the M+60.

Longevity

Effective at the beginning of the 2014/2015 school year, nurses will be added to the following longevity schedule:

- Completion of 15 years of service in Burlington - \$500
- Completion of 20 years of service in Burlington - \$2,200
- Completion of 30 years of service in Burlington - \$2,750

Effective at the beginning of the 2015/2016 school year, all bargaining unit members will be eligible for the following longevity schedule;

- Completion of 15 years of service in Burlington - \$750
- Completion of 20 years of service in Burlington - \$2,450
- Completion of 30 years of service in Burlington - \$2,750

These longevity payments shall be paid to bargaining unit members in a lump sum at the end of the school year (22nd. Pay Period).

Attendance Incentive Program

Effective 2000-01 School Year

Teachers who use five (5) or less sick days in a school year may choose to participate in the Attendance Incentive

Program at the rate of \$100 per unused sick leave day for up to five (5) days per school year.

Number of Leave Days Utilized	Incentive Days	Eligibility Incentive Amount
0	5	\$500
1	4	\$400
2	3	\$300
3	2	\$200
4	1	\$100

Incentive days will be deducted from the teachers' accumulated sick leave days when the incentive amount is paid. Teachers will notify the School Department of their intent to participate by September 1 of each school year. Teachers will receive their incentive payments two weeks after the completion of the respective school year.

Appendix B

2014/2015 Salary Schedule 2% on 7/1/14

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	\$48,895	\$51,046	\$54,060	\$56,212	\$58,366	\$60,518	\$61,809	\$62,672
2	\$51,046	\$53,198	\$56,212	\$58,366	\$60,518	\$62,672	\$63,963	\$64,822
3	\$53,198	\$55,353	\$58,366	\$60,518	\$62,672	\$64,822	\$66,114	\$66,975
4	\$55,353	\$57,504	\$60,518	\$62,672	\$64,822	\$66,975	\$68,266	\$69,128
5	\$57,504	\$60,087	\$63,101	\$65,255	\$67,406	\$69,559	\$70,850	\$71,712
6	\$60,518	\$62,672	\$65,683	\$67,836	\$69,989	\$72,142	\$73,435	\$74,294
7	\$63,101	\$65,255	\$68,266	\$70,420	\$72,571	\$74,725	\$76,017	\$76,878
8	\$65,683	\$67,836	\$70,850	\$73,003	\$75,155	\$77,308	\$78,600	\$79,461
9	\$68,266	\$70,420	\$73,435	\$75,586	\$77,739	\$79,893	\$81,183	\$82,044
10	\$70,850	\$73,003	\$76,017	\$78,169	\$80,322	\$82,475	\$83,766	\$84,629
11	\$73,171	\$75,323	\$78,337	\$80,490	\$82,642	\$84,794	\$86,086	\$86,949
12	\$75,756	\$77,909	\$80,922	\$83,075	\$85,228	\$87,379	\$88,672	\$89,534

Appendix C

2015/2016 Salary Schedule 2% on 7/1/15

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	\$49,872.50	\$52,067.02	\$55,141.01	\$57,336.71	\$59,533.59	\$61,728.12	\$63,045.54	\$63,925.00
2	\$52,067.02	\$54,261.55	\$57,336.71	\$59,533.59	\$61,728.12	\$63,925.00	\$65,242.42	\$66,118.35
3	\$54,261.55	\$56,459.61	\$59,533.59	\$61,728.12	\$63,925.00	\$66,118.35	\$67,435.77	\$68,314.05
4	\$56,459.61	\$58,654.13	\$61,728.12	\$63,925.00	\$66,118.35	\$68,314.05	\$69,631.48	\$70,510.93
5	\$59,094.45	\$61,288.98	\$64,362.96	\$66,559.84	\$68,754.37	\$70,950.07	\$72,267.50	\$73,145.78
6	\$61,728.12	\$63,925.00	\$66,996.63	\$69,192.33	\$71,389.22	\$73,584.92	\$74,903.52	\$75,779.45
7	\$64,362.96	\$66,559.84	\$69,631.48	\$71,828.36	\$74,022.88	\$76,219.76	\$77,537.19	\$78,415.47
8	\$66,996.63	\$69,192.33	\$72,267.50	\$74,463.20	\$76,657.73	\$78,854.61	\$80,172.03	\$81,050.31
9	\$69,631.48	\$71,828.36	\$74,903.52	\$77,098.05	\$79,293.75	\$81,490.63	\$82,806.87	\$83,685.16
10	\$72,267.50	\$74,463.20	\$77,537.19	\$79,732.89	\$81,928.59	\$84,124.30	\$85,441.72	\$86,321.18
11	\$74,633.91	\$76,829.62	\$79,903.60	\$82,099.30	\$84,295.01	\$86,489.54	\$87,808.13	\$88,687.59
12	\$77,271.11	\$79,466.82	\$82,540.80	\$84,736.50	\$86,932.21	\$89,126.73	\$90,445.33	\$91,324.79

Appendix D

2016/2017 Salary Schedule 2% on 7/1/16

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	\$50,869.95	\$53,108.36	\$56,243.83	\$58,483.45	\$60,724.26	\$62,962.68	\$64,306.45	\$65,203.50
2	\$53,108.36	\$55,346.78	\$58,483.45	\$60,724.26	\$62,962.68	\$65,203.50	\$66,547.27	\$67,440.72
3	\$55,346.78	\$57,588.80	\$60,724.26	\$62,962.68	\$65,203.50	\$67,440.72	\$68,784.49	\$69,680.33
4	\$57,588.80	\$59,827.22	\$62,962.68	\$65,203.50	\$67,440.72	\$69,680.33	\$71,024.10	\$71,921.15
5	\$60,276.34	\$62,514.76	\$65,650.22	\$67,891.04	\$70,129.46	\$72,369.08	\$73,712.85	\$74,608.69
6	\$62,962.68	\$65,203.50	\$68,336.56	\$70,576.18	\$72,817.00	\$75,056.62	\$76,401.59	\$77,295.03
7	\$65,650.22	\$67,891.04	\$71,024.10	\$73,264.92	\$75,503.34	\$77,744.16	\$79,087.93	\$79,983.78
8	\$68,336.56	\$70,576.18	\$73,712.85	\$75,952.46	\$78,190.88	\$80,431.70	\$81,775.47	\$82,671.32
9	\$71,024.10	\$73,264.92	\$76,401.59	\$78,640.01	\$80,879.62	\$83,120.44	\$84,463.01	\$85,358.86
10	\$73,712.85	\$75,952.46	\$79,087.93	\$81,327.55	\$83,567.17	\$85,806.78	\$87,150.55	\$88,047.60
11	\$76,126.59	\$78,366.21	\$81,501.67	\$83,741.29	\$85,980.91	\$88,219.33	\$89,564.30	\$90,461.35
12	\$78,816.53	\$81,056.15	\$84,191.62	\$86,431.23	\$88,670.85	\$90,909.27	\$92,254.24	\$93,151.29

APPENDIX E

Extra Curricular Salary Schedules

A longevity stipend will be paid to individuals filling extra- curricular positions based upon the number of years in a given position as follows:

Step 1	1-3 years	\$0
Step 2	4-6 years	\$100
Step 3	7-9 years	\$250
Step 4	10 years and beyond	\$500

Teachers will be notified in writing of their extracurricular assignments for the coming year as soon as practicable and under normal circumstances not later than June 15.

Proposals for new extracurricular positions will be submitted simultaneously to the Building Principal in which the activity is to take place and the Superintendent. Upon approval of the Principal, the position will be recommended to the Superintendent for consideration by the School Committee. Within 30 days of

proposal submission, a decision will be rendered.

In the first year, a newly created extracurricular activity will receive a \$500 allotment. If at the end of the first year the Principal and Superintendent deem the activity worthy to continue, the second year allotment will be \$750.

At the end of the second year, a determination will be made by the Principal and Superintendent to terminate or keep the extracurricular position. If the position is kept, a stipend will be assigned by mutual agreement between the Superintendent, School Committee, and the BEA. The Superintendent's determination will be made prior to June 1.

No more than five extracurricular proposals will be accepted in a given year. Proposals for the upcoming year must be submitted by May 15.

Extra Curricular, Coaching and other Authorized Paid Positions are educational in nature and are integral to the mission of the Burlington School System to educate Burlington students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new Extra Curricular, Coaching or other Authorized Paid Position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

Other Authorized Paid Positions

The following authorized paid positions are to be included when determining salary for retirement purposes:

- High School Guidance Counselors' Summer Work - Per Diem
- High School Department Heads' Summer Work - Per Diem
- Middle School Team Leaders' Summer Work - Per Diem
- Administration of National Standardized Testing Programs (PSAT, SAT, ACT) - Per Diem
- Supervisor and Instructor of After School Computer Labs - Hourly Rate
- Instructor at High School Evening Academy - Hourly Rate
- Saturday Community Service Program Supervisor – Hourly Rate
- After School Instructional/Enrichment/Activities Programs - Hourly Rate or Stipend Assigned
- Summer Instructional/Enrichment/Activities Programs - Hourly Rate or Stipend Assigned
- Mentor - Stipend Assigned
- Workshop Participants and Presenters - Hourly Rate
- Curriculum Committees - Hourly Rate

	2014-2015	2015 /2016	2016/2017
	"7/1/2014	"@7/1/2015	"7/1/2016
Increase	2%	2%	2%
Recreational (Rec) Club	\$1,617	\$1,649	\$1,682
Adopt-a- Class 9 & 11	\$1,617	\$1,649	\$1,682
Adopt-a- Class 10 & 12	\$1,617	\$1,649	\$1,682
African Amer. Student Act.	\$2,724	\$2,779	\$2,834

Amnesty International Club Advisor		\$2,821	\$2,877
Anime Club	\$1,617	\$1,649	\$1,682
Asian Students Association	\$2,724	\$2,779	\$2,834
Asst. Oper. Envirn. Advisor	\$830	\$847	\$864
Asst. to BHS Band Director	\$1,617	\$1,649	\$1,682
BHS Concert Band Director	\$3,786	\$3,862	\$3,939
BHS Marching Band Director	\$4,629	\$4,722	\$4,816
BHS Choral Director	\$3,786	\$3,862	\$3,939
BHS Fitness Center	\$1,666	\$1,699	\$1,733
BHS Jazz Band	\$1,617	\$1,649	\$1,682
BHS Marching Band Advisors	\$1,617	\$1,649	\$1,682
BHS Musical Director	\$2,724	\$2,779	\$2,834
BHS Scholarship Advisor	\$4,467	\$4,557	\$4,648
BHS School Store	\$2,724	\$2,779	\$2,834
BHS Winter Guard Advisor	\$1,702	\$1,736	\$1,771
Camp Bourndale Coordinator		\$1,000	\$1,020
Chess Club Advisor	\$2,724	\$2,779	\$2,834
COLLAB Advisor	\$4,724	\$4,819	\$4,915
Color Guard Advisor	\$1,702	\$1,736	\$1,771
Curriculum Coordinators Middle School (2)		\$2,500	\$2,550
Dance Squad Advisor	\$1,702	\$1,736	\$1,771
Debate Team Advisor	\$2,724	\$2,779	\$2,834
District-Wide Webmaster	\$2,996	\$3,056	\$3,117
Director Spring Musical	\$4,629	\$4,722	\$4,816
Drama Club Advisor	\$1,618	\$1,650	\$1,683
Elem. AV Specialist	\$1,483	\$1,512	\$1,543
Elem Band Director	\$680	\$693	\$707
Elementary Chorus Spec.	\$680	\$693	\$707
Elementary Comp. Spec.	\$1,483	\$1,512	\$1,543
Elem. Summer Enrich.	\$4,641	\$4,734	\$4,828
Evening Academy	\$9,510	\$9,700	\$9,894
Factathlon Advisor	\$2,724	\$2,779	\$2,834
FATES Advisor	\$1,617	\$1,649	\$1,682
French Club Advisor	\$2,778	\$2,834	\$2,891
Freshman Class Advisor	\$1,955	\$1,995	\$2,034
Future Teachers Advisor	\$2,724	\$2,779	\$2,834
Gay Straight Alliance Spectrum	\$1,617	\$1,649	\$1,682
Hip Hop Dance Club Advisor	\$1,617	\$1,649	\$1,682
Idle Hands Improv Club Advisor		\$1,410	\$1,438
Italian Club	\$2,724	\$2,779	\$2,834
Junior Class Advisor	\$2,317	\$2,364	\$2,411
Latin Club Advisor	\$2,724	\$2,779	\$2,834
Math League Advisor	\$2,724	\$2,779	\$2,834
Medical Career Club Advisor		\$2,185	\$2,229
Model UN Club	\$2,724	\$2,779	\$2,834
MSMS Chorus Director	\$2,342	\$2,389	\$2,437
MSMS Band Director	\$703	\$717	\$731
MSMS Concert Band Director	\$0	\$0	\$0

MSMS Fitness Center	\$2,724	\$2,779	\$2,834
MSMS Homework Club	\$3,031	\$3,092	\$3,154
MSMS MCAS Prep	\$1,874	\$1,911	\$1,950
MSMS Newspaper Advisor	\$2,724	\$2,779	\$2,834
MSMS Summer Enrichment	\$3,332	\$3,398	\$3,466
MSMS Symphonic Band	\$2,342	\$2,389	\$2,437
MSMS Yearbook Advisor	\$2,724	\$2,779	\$2,834
Multicultural Advisor	\$2,724	\$2,779	\$2,834
National Honor Society	\$2,724	\$2,779	\$2,834
Newspaper Advisor	\$2,724	\$2,779	\$2,834
Operation Environment	\$1,714	\$1,748	\$1,783
Peer Education	\$1,617	\$1,649	\$1,682
Photography Club Advisor		\$1,674	\$1,707
Poetry Club Advisor	\$2,724	\$2,779	\$2,834
Robotics Club Advisor	\$1,617	\$1,649	\$1,682
SADD Advisor	\$2,724	\$2,779	\$2,834
Science Ctr. NAT. Sci. Spec.	\$6,110	\$6,232	\$6,357
Science Olympiad Advisor	\$2,724	\$2,779	\$2,834
School Based Webmaster	\$2,724	\$2,779	\$2,834
Senior Class Advisor	\$3,327	\$3,394	\$3,462
Senior Retro Advisor	\$3,137	\$3,200	\$3,264
Set Designer		\$4,521	\$4,611
Sophomore Class Advisor	\$1,962	\$2,001	\$2,041
Spanish Club Advisor	\$2,724	\$2,779	\$2,834
Student Activities Accts. Advisor	\$3,861	\$3,938	\$4,017
Student Council Advisor	\$2,724	\$2,779	\$2,834
Students Environ. Action Club	\$2,724	\$2,779	\$2,834
Title 1 Director Summer *	\$706	\$720	\$734
Yearbook Advisor	\$4,433	\$4,521	\$4,612
Yearbook Financial Advisor	\$4,433	\$4,521	\$4,612

APPENDIX F

Coaches' Salary Schedule

Coaching reappointments will take place within thirty (30) days after the close of the season report is submitted.

Coaching Stipends

Each year of Assistant Coach experience for the Burlington School System shall accrue as one-half year of experience toward longevity as Head Coach.

Effective July 1, 1988 a stipend will be paid to assistant coaches based upon the number of years of coaching in

Burlington in a given position as follows:

Step 1	1-3 years	\$ 0
Step 2	4-6 years	100
Step 3	7-9 years	100
Step 4	10-15 yrs.	250
Step 5	15 yrs. and beyond	100 (cumulative)

Effective July 1, 1989 a stipend will be paid to head coaches based upon the number of years of coaching in Burlington in a given position as follows:

Step 1	1-3 years	\$ 0
Step 2	4-6 years	200
Step 3	7-9 years	200
Step 4	10-15 yrs.	500
Step 5	15 yrs. and beyond	200 (cumulative)

Extra Curricular, Coaching and other Authorized Paid Positions are educational in nature and are integral to the mission of the Burlington School System to educate Burlington students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new Extra Curricular, Coaching or other Authorized Paid Position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

Post-Season Tournament Play

Stipends will be paid to coaches for their team's or individual player's participation in post-season tournament play. Stipends will be paid in the following manner:

- a. \$200 for head coach of team involved.
- b. \$100 for each assistant coach(es) of team involved
- c. \$60 for cheerleading "coach" of any cheerleading squad which might be involved in their respective team's post- season play.
- d. \$200 for head coach of a team who has individual athlete(s) involved in post season play.

			2014-2015			2015-2016			2016-2017	7
			2.00%	7/1/2014		2.00%	7/1/2015		2.00%	7/1/2016
Group		#	Head	Assistant	#	Head	Assistant	#	Head	Assistant
A	Football	5	\$ 9,652	\$ 5,930	5	\$ 9,845	\$ 6,049	5	\$ 10,042	\$ 6,170
B	Basetball (B)	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
	Basetball (G)	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
	Baseball	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
	Hockey (B)	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
	Hockey (G)	1	\$ 7,099	\$ 5,238	1	\$ 7,241	\$ 5,343	1	\$ 7,386	\$ 5,450
	Soccer (B)	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450

	Soccer (G)	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
	Softball	2	\$ 7,099	\$ 5,238	2	\$ 7,241	\$ 5,343	2	\$ 7,386	\$ 5,450
C	Field Hockey	2	\$ 5,944	\$ 4,545	2	\$ 6,063	\$ 4,636	2	\$ 6,184	\$ 4,729
	Wrestling	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Lacrosse (B)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Lacrosse (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Volleyball (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Gymnastics (B)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Gymnastics (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Track In (B)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Track In (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Track Out (B)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Track Out (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Swim (G)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Swim (B)	1	\$ 5,944	\$ 4,545	1	\$ 6,063	\$ 4,636	1	\$ 6,184	\$ 4,729
	Tennis (B)		\$ 5,944	\$ 4,545		\$ 6,063	\$ 4,636		\$ 6,184	\$ 4,729
	Tennis (G)		\$ 5,944	\$ 4,545		\$ 6,063	\$ 4,636		\$ 6,184	\$ 4,729
	Golf		\$ 5,944	\$ 4,545		\$ 6,063	\$ 4,636		\$ 6,184	\$ 4,729
	Cross Country **		\$ 5,944	\$ 4,545		\$ 6,063	\$ 4,636		\$ 6,184	\$ 4,729
D	Cheerleaders		\$ 3,578			\$ 3,650			\$ 3,723	

Athletic Trainer	\$ 27,301			\$ 27,847			\$ 28,404
Assistant Athletic Trainer	\$ 12,314			\$ 12,560			\$ 12,811
Equipment Manager	\$ 14,022			\$ 14,302			\$ 14,588

APPENDIX G

Work Beyond Normal Year

- A. Persons covered by the collective bargaining agreement shall receive 1/187 of their salary for performance of their regular school duties beyond the normal work year. Any school approved non-regular educational, instructional enrichment activity/program regardless of funding source, beyond the normal school day or year, shall be paid at the rate of \$38 per hour. Activities and programs that are primarily supervisory in nature, i.e., child care programs and summer recreation programs, are not covered by this provision. This provision does not apply to extracurricular activities, i.e., clubs, positions listed in Appendix E, etc.
- B. Teachers making presentations during staff development days will be compensated at 1.5 above the rate for the first presentation of that subject matter.

APPENDIX H

Teacher Evaluation Procedures

1. Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c. 150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluation are:
 - i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv. To assure effective teaching and administrative leadership, 35.01(3).
- C. The School District of Burlington's purposes of evaluation include, but are not limited to, supporting and promoting teacher excellence and improvement through collaboration, mentoring, and professional development.

2. Definitions

- 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 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; and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- 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. District determined measures shall reflect the educational values of the District and community as set by the School Committee. The proper tools for evaluating and analyzing such measures shall be locally bargained by the parties although the School Committee, if necessary, may implement measures to ensure compliance with all applicable laws and regulations.
- 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 an Educator working in a new license area.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.

For educators whose impact on student learning is low, the educator plan shall be for one year. The plan shall include a goal related to examining elements of practice that may be contributing to low impact.
 - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.
 - iv. **Improvement Plan** shall mean a plan developed by the Educator and the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

- 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 non-Unit A person designated by a superintendent who has responsibility for observation and evaluation. Only Educators who are licensed may serve as evaluators of Educators. 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. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day materials to the extent possible.
- i. An Evaluator shall be the person who determines the Educator’s performance ratings and evaluation and who is 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 at the end of the Educator Plan.
 - ii. **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 evaluator will be.
 - iii. **Notification:** The Educator shall be notified in writing of his/her Evaluator(s), 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 a team of educators, departments, or other groups of Educators who have the same role. Team goals may be developed by grade level or subject area teams.

- Q. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student WIDA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S. **Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visit(s) 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 provided that there is a mutual written agreement between the Evaluator and 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 Association and the School Committee are the parties to this agreement.
- U. **Performance Rating:** Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. 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 the overall evaluation. Proficient practice is understood to be fully satisfactory.

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

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

evaluation 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 of student learning, growth and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012.
- Y. **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan as follows:
 - i. Standard 1: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture
 - v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- Z. **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:
 - i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii. Elements: Defines the individual components under each indicator
 - iv. Descriptors: Describes practice at four levels of performance for each element
- AA. **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the evaluator at the point of goal setting and plan development. Evaluators shall use

evidence of educator performance and impact on student learning, growth and achievement to set the goal with the educator, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

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

CC. 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.

DD. 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.

EE. Trends in student learning: At least three 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 course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or WIDA gain scores, if applicable, in which case at least three 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 shall be based upon district determined measures and the Educator's role and responsibility.
- B. Observations and artifacts of practice including:
- i. Unannounced observations of practice.
 - ii. Announced observations of practice.
 - 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/or staff feedback collected by the district, starting in the 2014-2015 school year. (On or before July 1, 2013, DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.) The parties agree to bargain the protocols for collecting and analyzing student feedback.
 - v. Any other relevant evidence 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. Those rubrics are attached to this agreement.

5. **Evaluation Cycle: Training**

- A. Prior to 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 Superintendent or designee shall work with the Association to determine the type and quality of training based on guidance provided by DESE and the most effective means to provide this training.

- 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 evaluator. 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 Superintendent or designee shall work with the Association to determine the type and quality of training based on guidance provided by DESE and the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

- A. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.
 - iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

7. Evaluation Cycle: Self-Assessment

- A. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school, except for the first year of this agreement when it shall be completed by November 1st.
 - 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:

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

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

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must 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 propose 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 professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- 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. Evaluators and Educators shall consider team goals. The Evaluator retains authority over goals to be included in an Educator's plan.

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

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

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

A. In the first three years of practice:

- 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, no more than two per marking period, 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 and will receive, upon request of the educator, or evaluator, one (1) additional unannounced observation.

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan and include two announced observations and two unannounced observations. One announced observation shall occur prior to January 31st and the other announced observation shall occur after January 31st. Similarly, one unannounced observation will occur prior to January 31st and one unannounced observation will occur after January 31st.

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

The Educator will have four (4) total unannounced observations, at least one per marking period. The Educator will have two (2) announced observations, one before January 31st and one after January 31st. For Improvement Plans of six months or less, 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 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date, by mutual agreement.

- A. Unannounced Observations – The focus of unannounced observations shall be the teacher and shall be conducted according to the following:
 - i. It is recommended that each observation last at least 7 to 10 minutes. The Evaluator is not required nor expected to review all of the indicators in a rubric during an observation. However, the intent of the time is to ensure that every effort will be made to assess for a sufficient period of time as many indicators as possible. The duration of each observation shall be sufficient to provide meaningful feedback on selected indicators and elements of the teacher rubric.
 - ii. The Educator may request that the Evaluator stay longer. Upon entering the room for purposes of an unannounced observation, the Evaluator will inform the educator in a professional and discreet manner that the purpose of the visit is for an unannounced observation.
 - iii. The Educator will be provided with written feedback from the Evaluator within 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 in a manner that respects the confidential nature of the information. If either the Educator or the Evaluator requests a meeting to discuss the observation, such meeting will take place within five (5) school days of receiving the written feedback or as soon as possible thereafter.
 - iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one observation of at least 30 minutes in duration within 20 school days. The Educator shall be given a written document that summarizes the issues, action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- B. Announced Observations
 - i. All non-PTS Educators on Developing Educator Plans and PTS Educators on Improvement Plans 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. It is recommended that each observation last at least 30 minutes. The Evaluator is not required nor expected to review all of the indicators in a rubric during an observation. However, the intent of the

time is to ensure that every effort will be made to assess for a sufficient period of time as many indicators as possible. The duration of each observation shall be sufficient to provide meaningful feedback on selected indicators and elements of the teacher rubric.

- b. Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference.

(1st) 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.

(2nd) 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:

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

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

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

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

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

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. It is suggested that evaluators make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D. No less than two weeks before the due date for the Formative Assessment report, which shall be collaboratively agreed upon by the Educator and the Evaluator, 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 performance 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 10 school days of receiving the report. The Educator's reply shall be attached to 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 no later than May 15th of the first year of the two year cycle - the date arrived at by mutual agreement. 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 fewer than two weeks prior to the Formative Evaluation Report, 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 10 school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by 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 Evaluator shall determine the 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 later than April 15th, 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 of 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 all Educators working in a new license area.
- 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 the 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 summative 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 summative 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 45 school days and no more than one school year.
- 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 an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F. The Improvement Plan process shall include:
 - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may request that a representative of the Association attend the meeting(s).
 - iii. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G. The Improvement Plan shall:

- i. Define the improvement goals directly related to the performance standard(s), indicator(s), element(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, be it financial or otherwise, 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 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:
 - ii. 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.
 - a. 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.
 - 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 not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - c. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. **Timelines** (Dates are provided for guidance and intended to match prior language):

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process.	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process. Educator submits self-assessment and proposed goals.	October 1 *November 1 for 2013-2014 School Year
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)	<i>January 5*</i> *or four weeks before Formative Assessment Report date established by Evaluator
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)	<i>April 15*</i> *or 4 weeks prior to Summative Evaluation Report date established by Evaluator
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 10 school days of receipt	June 20

A. Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation

	cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
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.

22. Rating Impact on Student Learning Growth

A. Basis of the Impact on Student Learning Rating

- i. The following student performance measures shall be used in combination with professional judgment to determine an educator’s impact on student learning, growth, and achievement.
 - a. Statewide growth measure(s):
 - 1. Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator’s Impact on Student Learning Rating.
 - 2. Statewide growth measures include the MCAS Student Growth percentile, or its equivalent, and ACCESS and gain score for ELLs.
 - b. District-Determined Measured (DDMs) of student learning, growth, or achievement

B. Identifying and Selecting District-Determined measures

- i. A DDMs Working Group representing teachers and administrators shall be

established to identify and select DDMs.

- a. The working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Superintendent or his/her designee.
 - b. The parties shall endeavor to provide, to the extent practicable, representation of educators from a variety of grade levels and disciplines.
 - c. The Working Group shall be composed of an equal number of members chosen by the president (or designee) from the bargaining unit and by the Superintendent (or designee).
- ii. DDMs Working Group tasks shall include:
- a. Surveying educators and administrators in the district to create and maintain a list of assessments used in the district. The Working Group shall use the list to identify potential measures that may be adopted or adapted as DDMs. In addition, the Working Group shall invite teams of educators to identify or develop new measures that may be adopted or adapted as DDMs.
 - b. Recruiting and identifying district educators, including teachers of students with disabilities and English Language Learners, as well as educator teams to review the list of assessments for their specific content areas and to inform the identification and/or development of potential DDMs by making recommendations to the Working Group.
 1. Recruitment materials for classroom and caseload educators should indicate a preference for educators rated proficient or exemplary on Standards I and II during the most recent evaluation cycle.
 2. Recruitment materials for school and district administrators should indicate a preference for administrators rated proficient or exemplary on Standard I during the most recent evaluation cycle.
 - c. Identifying at least three measures of student learning, growth, or achievement for each educator based on recommendations from educators with expertise in the content area as described in Section 22.B.ii.b.
 - d. Collecting feedback from educators and evaluators regarding the quality (e.g., alignment to curriculum, utility) of the selected DDMs.
 1. Where feedback suggests modifications to the selected DDMs or the selection of different DDMs is necessary, the Working Group may convene a team of educators with expertise in the content area to make recommendations to the Working Group.
 - e. Participating in the continuous improvement of the district's DDMs.

iii. DDM Selection Criteria

a. DDMs may consist of direct or indirect measures.

1. A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.

i. For all classroom educators, at least one measure in each year that will be used to determine an educator's Impact on Student Learning Rating must be a *direct* measure.

ii. Direct measures shall be, criterion referenced such as, but not limited to: formative, interim and unit pre-and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.

2. Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.

i. Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.

b. DDMs must be comparable across grade or subject level district-wide.

c. DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth.

d. DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

iv. Process for Selecting DDMs

a. The DDMs Working Group shall provide a written recommendation to the school committee and local association by (DATE) which identifies at least three DDMs for each educator (DDM list). Any DDMs on the list not piloted in 2013/2014 shall be piloted in 2014/2015 and, unless modified, shall be used in 2015/ 2016 and 2016/2017, in combination with professional judgment to determine each educator's ISL Rating.

- b. The school committee and the local association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the School Committee and the local association within a reasonable period of time, either party may file a petition for arbitration under M.G.L. c.71, sec. 38.
- c. Educators must be informed of the DDMs that will be used to determine their Impact on Student Learning Ratings no later than the first day of school.

C. Determining Educator Impact for Each DDM

- i. The evaluator will meet with the educator annually to conduct a collaborative conversation about the educator's student outcomes on the DDMs administered in the previous year. For each DDM, the evaluator and the educator will exercise their professional judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussion, they will determine together whether, in general, the educator's students achieved high, moderate, or low growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the educator, the evaluator may recommend that the educator continue using current instructional approaches, materials and/or pacing, or suggest modifications or changes to them.
- ii. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
 - a. For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - b. For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
 - c. DDM results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.

D. Determining an Impact on Student Learning (ISL) Rating

- i. The evaluator shall use his/her professional judgment to determine whether an

educator is having a *high, moderate, or low* impact on student learning. The evaluator will consider the determinations of student growth that resulted from the annual conversations held pursuant to section C. I above (*high, moderate, or low*) from at least three measures (a statewide growth measure must be used as one measure, where available) relative to at least three years of data and will apply professional judgment to those determinations in order to designate the educator's ISL Rating. The evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students and the learning environment.

- a. A rating of *high* indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
 - b. A rating of *moderate* indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.
 - c. A rating of *low* indicates that the educator's students demonstrated significantly lower than one year's growth relative to academic peers in the grade or subject.
- ii. The evaluator shall meet with the educator rated low to discuss the ISL Rating. The evaluator shall meet with the educator rated moderate or high to discuss the ISL Rating, if either the educator or the evaluator requests such a meeting.

E. Intersection between the Summative Performance Rating and the ISL Rating

- i. An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
 - a. 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:
 - Standard 1; Curriculum, Planning and Assessment
 - Standard 2: Teaching All Students
 - Standard 3: Family and Community Engagement
 - Standard 4: Professional Culture
 - Attainment of Professional Practice Goal(s)
 - Attainment of Student Learning Goal(s)
 - b. Results from DDMs and the ISL Rating are used to inform the educator's Self-Assessment, to develop the professional practice goal or the student learning goal and the resulting Educator Plan.
 - c. DDM results shall not be used, in whole or in part, in an educator's Summative Evaluation to lower the performance rating on any of the

four professional standards or on the overall performance rating.

- d. Neither the educator's professional practice goal nor the student learning goal shall be expressed in numerical terms or in terms of any test score or growth score.
- ii. Educators with PTS whose overall Summative Performance Rating is *exemplary* and whose ISL Rating is *moderate* or *high* shall be recognized as follows:
- iii. Educators with PTS whose overall Summative Performance Rating is *proficient* and whose ISL Rating is *moderate* or *high* as follows:
- iv. Educators with PTS whose overall Summative Performance Rating is *exemplary or proficient* and whose ISL Rating is *moderate* or *high* shall be placed on a two-year self-directed growth plan. Educators with PTS whose overall Summative Performance Rating is *exemplary or proficient* and whose ISL Rating is *low* shall be placed on a one-year self-directed growth plan.
 - a. In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the Superintendent serves as the evaluator, the Superintendent's decision on the rating shall not be subject to such review, provided, however, that nothing herein shall preclude the educator from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.
 - b. The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL Rating to seek to determine the cause of the discrepancy.
 - c. The Educator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- v. Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

This Appendix will expire on June 30, 2017. The parties will meet during the term of the contract for the purpose of discussing possible amendments and/or discussing extending the term of this Appendix.

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. 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.
- 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 Self-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 shall be on a 2-year plan.
- D. 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.

26. General Provisions

- A. Only Educators who are licensed may serve as 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 she/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 by this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiation.
- F. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance. Substantial compliance shall refer to a situation where the process has resulted in a fair evaluation but the evaluator has missed deadlines or there are other procedural missteps that do not impact the fairness of the evaluation; that type of missed deadline(s) and/or missteps(s) should not undo an otherwise fair evaluation process.

APPENDIX I

Mentoring Program

Veteran professional staff shall be given the opportunity to serve as Mentors to new staff members. Interested staff shall submit an application to the Superintendent of Schools no later than the last work day before the spring vacation for consideration of an assignment for the prospective school year. Selection and assignment will be made by the Superintendent in consultation with the Principals and Directors.

Qualifications of Mentors:

- A minimum of five years of successful teaching experience.
 - Effective professional, as measured by primary evaluator's assessments.
 - Excellent communicator/good listener.
 - Willing to meet expectations of the roles.
 - Willing to participate in locally available training program as established by the Burlington Public Schools.
1. Each Mentor Leader will receive a stipend of \$3,000.
 2. Mentors will receive an annual stipend of \$1,500.
 3. The new teacher (or mentee) will receive a credit of up to \$500 to be used during their first year of employment in Burlington.
 4. The new teacher (mentee) credit is subject to the mutual agreement of the supervisor and new teacher for content based or instructional strategy programs.
 5. PDPs will be awarded to mentors and mentees as allowed by Department of Education re-certification requirements.
 6. Mentors will log their hours according to the current practice; and,
 7. New teachers (mentees) will receive three (3) in-service credits for their participation in the Mentor/Mentee program.
 8. If a teacher has taken the 'Skillful Teacher' or another introductory course in 'Research-Based Instructional Best Practices' or it's equivalent within the previous five years, such teacher will qualify to become a Mentor

APPENDIX J

****REVISED - October 22, 2015**

Burlington School Department Teachers' School Calendar 2015-2016

	M	T	W	TH	F	
August	24	25	26	27	28	August 25- 27 - Professional Development district wide. August 28 classroom set-up. August 31 - Teachers and Students first day of school.
5 Days	31					
September		1	2	3	4	Sept. 4 - no school.
20 Days	7	8	9	10	11	Sept. 7 - no school Labor Day. Sept. 8 - Preschool/Kindergarten classes begin.
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			
October				1	2	
21 Days	5	6	7	8	9	Oct. 7 - Professional Development meetings Pine Glen, Fox Hill, Francis Wyman and Memorial.*
	12	13	14	15	16	Oct. 12 - Columbus Day, no school.
	19	20	21	22	23	Oct. 21 - Professional Development meetings BHS and MSMS.**
	26	27	28	29	30	
November	2	3	4	5	6	
18 Days	9	10	11	12	13	Nov.10 - Parent Conferences BHS & MSMS, Professional Development Elementary, no school students PreK-12.
	16	17	18	19	20	Nov. 11 - Veterans Day, no school
	23	24	25	26	27	Nov. 25 - half day. Nov. 26 & 27 - Thanksgiving recess, no school.
	30					
December		1	2	3	4	Dec. 2 - Professional Development meetings Special Education Teachers.**
17 Days	7	8	9	10	11	Dec. 3 - Parent Conferences Elementary, Professional Development BHS & MSMS, no school students PreK-12.
	14	15	16	17	18	Dec. 9 - Professional Development meetings Pine Glen, Fox Hill, Francis Wyman and Memorial.*
	21	22	23	24	25	Dec. 24 - Dec. 31, Mid-Winter Vacation, no school.
	28	29	30	31		
January					1	Jan. 1 - New Year's Day, no school.
19 Days	4	5	6	7	8	Jan. 6 - Professional Development meetings BHS and MSMS.*
	11	12	13	14	15	
	18	19	20	21	22	Jan. 18 - Martin Luther King Day, no school.
	25	26	27	28	29	Jan. 27 - Professional Development meetings Pine Glen, Fox Hill, Francis Wyman and Memorial.*
February	1	2	3	4	5	
16 Days	8	9	10	11	12	Feb. 10 - Professional Development meetings BHS and MSMS.*
	15	16	17	18	19	Feb. 15 - Presidents' Day, no school. Feb. 16- 19, winter vacation.
	22	23	24	25	26	
	29					
March		1	2	3	4	March 1 - Presidential Primary, no school.***
21 Days	7	8	9	10	11	March 2 - Professional Development meetings Pine Glen, Fox Hill, Francis Wyman and Memorial.*
	14	15	16	17	18	March 9 - Professional Development meetings BHS and MSMS.*
	21	22	23	24	25	March 25 - Good Friday, no school.
	28	29	30	31		
April					1	
16 Days	4	5	6	7	8	April 6 - Professional Development meetings Pine Glen, Fox Hill, Francis Wyman and Memorial.*
	11	12	13	14	15	
	18	19	20	21	22	April 18 - Patriots' Day, no school. April 19-22, spring vacation.
	25	26	27	28	29	
May						
21 Days	2	3	4	5	6	
	9	10	11	12	13	May 11 - Professional Development meetings BHS and MSMS.*
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				May 30 - Memorial Day, no school.
June			1	2	3	
12 Days	6	7	8	9	10	
	13	14	15	16	17	June 16 - Teachers' and students' last day if no snow days used.
	20	21	22	23	24	June 23 - Teachers' and students' last day of school if we have 5 snow days.
	27	28	29	30		

*Professional Development will take place after the school day ends.

**Revised

***Tentative date for Presidential Primary.

CALENDAR SUBJECT TO CHANGE

Insert

2016/2017 School Calendar

APPENDIX K

Presidential Release Time

The Association President shall be relieved of all non-teaching duties and activity block (or its equivalent) responsibilities.

APPENDIX L

Cooperative Effort

The Association and the School Committee agree to work together to build support among the voters and elected leaders of Burlington for increased funding for the Burlington Public School system, with the goal of making Burlington teacher salaries more competitive with comparable communities. This provision however, does not require members of either party to make any recommendation to Town Meeting. This provision also does not prejudice members of either party from taking any position in relation to any of the benefits covered by this Agreement.

APPENDIX M

Healthcare Reimbursement Arrangement (HRA) Outline of Benefits

Plan Year Deductible:

Single: \$1,000

Family: \$2,000

HRA Plan Design

Employer Funding of Deductible:

Single: \$500 (available first day of the plan)

Family: \$1,000 (available first day of the plan)

Any unused funds will not be able to be carried over to the next plan year.

APPENDIX N

**BURLINGTON PUBLIC SCHOOLS
GRIEVANCE FILING FORM**

Grievance Number _____

Filed at Level 1 2 3 4
(circle appropriate level)

1. Person(s) initiating grievance: _____
Signature(s)

2. Specific article(s) of contract violated:

3. Brief statement of events leading up to the grievance:

4. Name of administrative/supervisory personnel who are allegedly responsible for causing such events and/or conditions:

5. Remedy or redress sought for alleged violations:

6. Signature of BEA PR&R Chair: _____

7. Signature of BEA President: _____

*If additional space is necessary for any answer, please use other side.

I have received grievance number _____ filed at Level 1 from the BEA.

Date: _____ Signature: _____

I have received grievance number _____ filed at Level 2 from the BEA.

Date: _____ Signature: _____

I have received grievance number _____ filed at Level 3 from the BEA.

Date: _____ Signature: _____

I have received grievance number _____ filed at Level 4 from the BEA.

Date: _____ Signature: _____

APPENDIX O

Teacher Responsibility Code of Ethics of the Education Profession Preamble

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

Principle I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

Principle II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator -

1. Shall not misrepresent an institution or organization with which he is affiliated and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

Principle III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning and programs of professional organizations.

In fulfilling his obligation to the profession, the educator -

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment to all members of the profession in the exercise of their professional rights and responsibilities.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

Principle IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in the spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator -

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing

agency.

7. Shall conduct professional business through channels when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

Burlington Public Schools School Committee Acceptable Use Policy March 2008

Introduction

This Computer Access Use Policy for the Burlington Public Schools is enacted by the School Committee to provide the parents, students and staff of the Burlington School Community with a statement of purpose and explanation of the use of technology within the Burlington learning community. This policy is reinforced by practice, acceptable use standards and an Acceptable Use Agreement Form which all users are required to read and sign before accessing the computer resources, electronic resources and network infrastructure.

Purpose

The Burlington Public Schools encourages the use of information technology to assist staff and students with academic success, preparation for the workplace and life long learning. The Burlington Public Schools provides access to a wide range of information technology to support learning and communicating with others. Information technology will be used to increase communication, enhance productivity and assist staff and students in upgrading existing skills and acquiring new skills. The computer resources, electronic resources and network infrastructure will also be utilized to provide relevant school information to the community.

Implementation of this Policy

The Superintendent of Schools or his/her designee(s), shall develop and implement administrative regulations, procedures, terms and conditions for use and user agreements consistent with the purposes and mission of the Burlington Public Schools as well as with applicable laws and this policy.

Definitions

“Information technology” is defined as Internet access, blogging, podcasting, email, published and non-published documents, and various forms of multimedia technology.

“Computer resources, electronic resources and network infrastructure” is defined as the Burlington Public Schools network, the Internet, E-mail, hardware, software, printers, peripheral devices and individual computer work stations.

“Educational use” is defined as a use that supports communication, research and education.

Technology Related Services Provided by the Burlington Public Schools

E-Mail - Email allows employees and students to communicate with people throughout the world. Staff is provided E- Mail Accounts. Special class use accounts for teachers and special student e-mail projects may be provided.

World Wide Web - The internet provides access to a wide range of information in the form of graphics, text, photographs, video and sound files throughout the world. This tool is maintained and supported for educational purposes. Incidental personal use is permitted.

Hardware and Software Resources - The Burlington Public Schools provides network servers, computers, printers and many peripheral devices, to support instruction and administrative activities. Other resources include productivity software, research and electronic reference software, diagnostic, assessment and reporting tools.

Content Filtering

The Burlington Public Schools uses software designed to block access to certain sites and filter content as required by the Children's Internet Protection Act. Burlington Public Schools is aware that not all inappropriate information can be filtered and the district will make an effort to correct any known gaps in the filtering of information without unduly inhibiting the educational use of age appropriate content by staff and students. Users will inform the teacher or administrator of any inadvertent access to inappropriate material in order that there is appropriate modification of the filtering profile.

User Access

Access to information technology through the Burlington Public Schools is a privilege, not a right. Students, parents, and staff shall be required to sign an Acceptable Use Agreement Form acknowledging an understanding of the guidelines and agreeing to comply with them in order to obtain access privileges. No access will be granted without a signed an Acceptable Use Agreement Form.

The Burlington Public School Acceptable Use Policy shall govern all use of computer resources, electronic resources and network infrastructure. Student use of the computer resources, electronic resources and network infrastructure will be governed by the Burlington School committee disciplinary policies as outlined in the policy manual of the district and the student's school handbook. Please note, laptop use is addressed through the Laptop Appropriate Use Procedures and its sign off.

Because information technology is constantly changing, not all circumstances can be anticipated or addressed in this policy. All users are expected to understand and comply with both the "letter" and the "spirit" of this policy and show good judgment in their use of these resources.

User Responsibilities

Some examples of inappropriate and/or illegal use are: (This is not an exhaustive list of all possible inappropriate uses)

- Sharing and/or distribution of passwords or using another student or faculty member's password.
- Intentional viewing, downloading or distribution of inappropriate and/or offensive materials.
- Using obscene language, harassing, insulting or bullying others
- Posting of private or personal information about another person
- Spamming of the school email system
- Violating of federal or state law, local regulation or school committee policy.
- Accessing other user folders, work or files on the Burlington network
- Installation of any shareware, freeware and other commercial software on school computers or servers
- Intentionally distributing computer spy ware and or computer viruses on district computers or network servers.
- Gaining unlawful access to other computers, networks or information systems for the purpose of "hacking" and/or deliberately uploading/downloading viruses or other harmful forms of programming or vandalism.
- Intentionally wasting limited network or bandwidth resources.
- Destructions/vandalism of system software, applications, files or other network resources
- Employing the network for commercial or political purposes.
- Using the network for large file downloading without the permission of the network manager
- Gaining unauthorized access to computer and or telecommunications networks and resources.
- Copying software from Burlington Public School Computers through any electronic means unless the particular licensing agreement in place for the software allows user distribution.
- On-line chats of a non-educational nature (including instant messages or other direct electronic communication) are prohibited except for chats of incidental use in First Class.

Parent Notification and Responsibilities

The Burlington Public Schools shall notify parents about computer resources, electronic resources and network infrastructure and their educational use. Parental consent is part of the Acceptable Use Agreement Form sign off procedure for all minor age student users of the system.

Parents may request in writing at any time or on the Acceptable Use Agreement Form that their child(ren) not be provided internet access.

Parents may request alternative activities for their child(ren) that do not require internet access. Parents have the right at any time to investigate the content of their child(ren)'s computer files. **Monitoring**

The Burlington Public Schools monitors the use of the school department's network to protect the integrity and optimal operation of all computer and system networks. There is no expectation of privacy related to information stored and transmitted over the Burlington Public Schools network. The information on the network in general files and e-mail is not private and is subject to review by the network manager at the request of the Burlington Public Schools administration to substantiate inappropriate activity and to comply with requests of law enforcement agencies as part of their investigations.

The Burlington Public Schools will cooperate with copyright protection agencies investigating copyright infringement by users of the computer systems and network of the Burlington Public Schools.

Technicians and computer system administrators maintain full access rights to all storage devices, and may need to access/manage such storage devices as part of their duties.

Routine maintenance and monitoring of the system may lead to discovery that a user has or is violating the Burlington Public Schools Acceptable Use Policy, other school committee policies, state laws, or federal laws.

Search of particular files of a user shall be conducted if there is a reasonable suspicion that a user has violated the law or Burlington School Committee Policies. The investigation will be reasonable and in the context of the nature of the alleged policy violation.

Due Process

The Burlington Public Schools will apply progressive discipline for violations of the district policy and signed Acceptable Use Agreement Form which may include revocation of the privilege of a user's access to computer resources, electronic resources and network infrastructure. Other appropriate disciplinary or legal action may be undertaken by the Burlington Public Schools administration. The nature of the investigation will be reasonable and reflect the contract language for each bargaining unit.

Burlington Public Schools Limitations of Liability

The Burlington Public Schools makes no warranties of any kind, implied or expressed, that the services and functions provided through the Burlington Public Schools computer resources, electronic resources and network infrastructure will be error free or without defect. The Burlington Public Schools will not be responsible for damages users may suffer, including but not limited to loss of data or interruption of service.

The Burlington Public Schools, along with any persons or organizations associated with the school department internet connectivity, will not be liable for the actions of anyone connecting to the internet through the school network infrastructure. All users shall assume full liability, legal, financial or otherwise for their actions while connected to the internet.

The Burlington Public Schools assumes no responsibility for any information or materials transferred or accessed from the internet.

Parents and guardians agree to accept financial responsibility for any expenses or damages incurred as a result their student's inappropriate or illegal activities on the Burlington Public Schools network.

Modification

The Burlington School Committee reserves the right to modify or change this policy and related implementation procedures at any time. Prior to implementation, presidents of each of the bargaining units will be notified.

ACCEPTABLE USE POLICY FOR STAFF

Use of the Burlington Public School District electronic communication system is a privilege, which will be withdrawn from irresponsible users. Users must accept the responsibility to use school-provided Internet

service in a manner, which is consistent with the *Burlington Public School District Acceptable Use Policy* and the educational goals of the Burlington Public Schools.

I have received and read a copy of the acceptable use policy.

Staff Member: _____

Signature: _____

School: _____

Date: _____

Burlington Public Schools
Laptop Appropriate Use Procedures

1.0 Procedure Reference

Burlington Public Schools Appropriate Use Procedure.

2.0 Laptop Definition and Purpose

This procedure outlines expected employee or guest behavior regarding use of the Burlington Public Schools Laptop computers (BPS Laptop).

3.0 Laptop Use Requirements

- A. Computers that are allowed to be used and supported by BPS Information Technology staff (BPS IT Staff) must meet ALL of the following criteria:
 - i. The technology must be use for educational purposes. Incidental personal use is permitted.
 - ii. Pre-approved technical specifications as designated by BPS IT Staff.
 - iii. Standard software designated and configured by BPS IT Staff may be used.
 - iv. Such software should not be altered or removed by the employee or guest.
 - v. Personal computing devices are not allowed nor supported due to security, and support standards issues.
 - vi. BPS Laptops will have a password-protected screensaver activated after 15 minutes of idle usage.
 - vii. Staff assigned Laptops are configured only for employees use.
 - viii. Employees using a BPS Laptop are expected to routinely connect their laptop to a network BPS network to receive timely security updates.
 - ix. BPS IT Staff is not responsible for providing support for home networks.
 - x. USB drives or recordable CD's should be used to store personal photos/data. (If an employee has an extensive educational photo/music portfolio, these should be stored in the same manner.)
 - xi. Personal and professional data files should also be saved in a similar manner to protect files when hard drives are cleared or fail during repair or annual maintenance.

3.1 Installing Software

- A. Employees using a BPS Laptop will not have administrative rights to load software on their laptop without prior approval from the BPS IT Staff.
- B. When other software needs to be installed on a BPS Laptop, employees will log a work order with their local technical support person. Such software must be legal for installation and be only work-related software. Examples of inappropriate software for an employee to install on BPS Laptops include, but are not limited to, games, computer wallpaper, weather notifications, and/or non-work related file sharing services.

3.2 Data Backup

- A. Employees using a BPS Laptop should routinely back-up files stored on their BPS Laptop to Employees' network folder or another storage source to reduce the risk of lost data. The BPS Help Desk (ext. 6868) is available to guide employees regarding what type of files should be backed up.
- B. To streamline troubleshooting, email questions or concerns to your respective school's technology staff who will address the issue as appropriate.
- C. By the last day of school, BPS Laptops need to be returned to be re-imaged over the summer (or sooner if necessary). If a BPS Laptop will be used for course work or summer workshops, arrangements need to be made for a later drop off date with IT Staff and/or the building administrator. This will allow a BPS Laptop to be available and in working order at the start of following school year for the staff's use.
- D. After the re-image process, the BPS Laptop will not contain data that was previously stored on the BPS Laptop. The new laptop image will NOT contain personal data, such as bookmark favorites, Palm desktop data, PowerPoint files, Word files, Excel files, and/or any other personal settings that were previously stored on the laptop. This is why it is essential for the user to retain backup files.

3.3 Staff Responsibilities

- A. Each employee is responsible for adhering to the school committee acceptable use policy. Each employee is responsible for his/her actions, files, passwords and accounts.
- B. Staff-assigned BPS Laptops may be used for student presentations under teacher supervision.

3.4 No Expectation of Privacy

Burlington Public Schools subscribes to state and federal laws with relation to privacy. Employees should have no expectation of privacy with technology including e-mail messages and stored files. Use appropriate judgment and caution in communications.

Burlington Public Schools will only access or monitor private files and/or First Class e-mails if a concern arises.

3.5 Laptop Responsibility Between Home and School

- A. Employees shall be responsible for any costs or charges incurred for subscriptions services made without prior approval related to the use of the BPS Laptop while in their possession.
- B. When staff is issued a BPS Laptop he/she is responsible for the BPS Laptop at all times in school and outside of school. Monetary damages will not be assessed unless neglect or abuse is evident.
- C. There should be no expectation that stolen or damaged laptops can or will be replaced.
- D. Only approved and licensed software owned by Burlington Public Schools can be installed on laptops.

Laptop Appropriate Use Staff Agreement Form

I acknowledge that I was provided a copy of the Burlington Public Schools Laptop Appropriate Use

Procedure and that I have read the Laptop Appropriate Use Procedure and understand the contents within.

Employee's Printed Name _____

Employee's Signature _____

Date: _____

Condition of Laptop Received: _____

Serial No.: _____

Side Letter of Agreement
Between the
Burlington Educators Association
And the
Burlington School Committee

In an effort to facilitate the full participation of all eligible BEA Unit A and Unit D members, the following will serve to interpret Article XVII, Section F of the Unit A agreement:

1. Effective for the 2007-2008 school year, the tuition reimbursement fund will be increased to
\$20,000: July 16, 2007 through October 15, 2007 - \$7,500
November 1, 2007 through February 15, 2008 - \$7,500
March 1, 2008 through May 15, 2008 - \$5,000
2. BEA members will fill out a purchase order and have it signed by their building principal. They will attach a course description, the amount of the course and a copy of proof of payment. The information will not be accepted in the Superintendent's office prior to the dates listed above. The decision of the Superintendent on course approval for reimbursement will be final and not subject to the grievance and arbitration procedure.
3. BEA members who do not receive reimbursement during the first round of funding, may request funding for the same course during the second and third round of funding as well.
4. No BEA member will receive a second course reimbursement prior to May 15, 2008 until every eligible BEA member has had the opportunity to submit reimbursement for their first course reimbursement.

Side Letter of Agreement
Between
The Burlington School Administration The Burlington School Committee And
The Burlington Educators Association

The Superintendent of Schools has a responsibility to students and staff to ensure that employees who are present at work are fit for work. The Superintendent of Schools, acting in his/her capacity as employer, has the discretion to require a second medical opinion from a medical practitioner of his/her choosing or additional medical assessment by the employee's doctor when there is a reasonable basis for questioning whether the employee is disabled from work and/or whether the employee is fit to undertake his/her duties. Teachers will not be requested and/or ordered to participate in a medical evaluation or an assessment of their physical, emotional or mental health unless there is a documented basis for the request and/or order and this request/order is delineated in writing to the teacher with a copy to the President of the Association.

The basis for such a request/order may be based on a demonstrated pattern of the following indicators:

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self control and self discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and hallucinations;
- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;
- Memory losses;
- A pattern of impatience or impulsiveness, especially with a loss of temper;
- Unexplained and excessive lateness or absenteeism;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of his or her position;
- The extent to which a period of rehabilitation has been satisfactorily completed;
- The validity of the report of the employee's personal medical practitioner;
- The extent to which the employee's medical practitioner has taken into consideration the demands of the workplace.

If the results of the examination show that the employee qualifies for a reasonable accommodation, the employee will be afforded all of his or her rights in accordance with the Americans with Disabilities Act and General Laws 151B. Furthermore, if an employee demonstrates the need or requests a reasonable accommodation, the employer reserves the right to seek a second medical opinion as part of determining whether or not a reasonable accommodation can be granted.

The Association reserves the right to challenge any request and/or order from the Superintendent to a member which will require the member to participate in a medical evaluation or assessment. The association's right to challenge the request/order will include any and all rights pursuant to the collective bargaining agreement and the Law. The parties agree to utilize an expedited arbitration process to settle challenges not resolved in the grievance procedure.