

A G R E E M E N T
B E T W E E N T H E
B L U E H I L L S R E G I O N A L S C H O O L D I S T R I C T C O M M I T T E E A N D T H E
B L U E H I L L S R E G I O N A L T E C H N I C A L S C H O O L E D U C A T I O N A L
A S S O C I A T I O N , I N C .

(September 1, 2021 – August 31, 2024)

TABLE OF CONTENTS

	Page
Article I	Recognition3
Article II	Grievance Procedure4
Article III	Salaries And Other Compensation7
Article IV	Hours And Load13
Article V	Academic And Vocational Class Size.....17
Article VI	Teacher Facilities18
Article VII	Association Rights.....19
Article VIII	Teacher Evaluation.....20
Article IX	Teacher Assignment20
Article X	Non-Teaching Duties21
Article XI	Teacher Employment21
Article XII	Student Control and Discipline21
Article XIII	Promotions22
Article XIV	Positions In Summer School, Evening School, And Under Federal Programs.....22
Article XV	Sick Leave23
Article XVI	Temporary Leaves of Absence.....24
Article XVII	Extended Leaves of Absence26
Article XVIII	Personal Injury Benefits28
Article XIX	Insurance and Annuity Plan28
Article XX	Protection29
Article XXI	Substitute Teachers29

TABLE OF CONTENTS

	Page
Article XXII	Textbooks and Tools30
Article XXIII	Academic Freedom30
Article XXIV	Professional Development and Educational Improvement31
Article XXV	Reduction in Force31
Article XXVI	Strikes and Public Pressure35
Article XXVII	Payroll Deductions35
Article XXVIII	General37
Article XXIX	Duration.....37
Appendix A	Definition of Levels38
Appendix B	Salary Schedule for Instructional Staff42
Appendix C	Lead Teachers45
Appendix D	Student Advisors46
Appendix E	Coaches and Intramural Sports47
Appendix F	Afternoon, Evening School and Summer School.....51
Appendix G	Side Letter of Agreement – Reorganization.....52
Appendix H	Side Letter of Understanding – LPN Instructors.....57
Appendix I	Evaluation Documents59
Appendix J	PEC Agreement.....118
Appendix K	Side Letter of Agreement – CORI.....125
Appendix L	Side Letter of Agreement – Identification Badges.....127

AGREEMENT

This AGREEMENT is entered into this 13th day of September, 2021, between the BLUE HILLS REGIONAL SCHOOL DISTRICT COMMITTEE (hereinafter referred to as the "COMMITTEE") and the BLUE HILLS EDUCATIONAL ASSOCIATION (hereinafter referred to as the "ASSOCIATION") affiliated with the Massachusetts Teachers' Association and the National Education Association.

Recognizing that our prime responsibility and purpose is to provide education of the highest possible quality for the Blue Hills Regional School District while realizing the most effective and prudent use of the tax monies expended toward achieving that end; and realizing that good morale and effective use of the ideas and experience of the professional educators on the staff is both essential and fundamental to the achievement of that purpose, we, the undersigned parties to this Agreement, do hereby declare that:

- A. Under the law of Massachusetts, the Committee elected by the citizens of Avon, Braintree, Canton, Dedham, Holbrook, Milton, Norwood, Randolph and Westwood, which Towns comprise the Blue Hills Regional School District has final and ultimate responsibility for establishing the educational policies of the Blue Hills Regional Vocational Technical School.
- B. The Superintendent-Director of Blue Hills has the responsibility for effectuating and implementing the policies so promulgated by the Committee.
- C. The teaching staff of Blue Hills has the primary professional responsibility for providing total education of the highest possible quality both in and out of the classroom.
- D. Fulfillment of these several responsibilities can best be facilitated and realized by consultations and the free exchange of professional views and information between staff in the formulation, application, and clear identification of those policies as they affect and define wages, hours, and other working conditions of employment for the teaching staff, wherefore the parties have executed this Agreement.

This Agreement is a complete agreement between the parties covering all the mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

In Witness thereof the Parties set their hands and Seals on this 13th day of September, 2020 at Canton, Massachusetts, and thereby agree to the terms and duration of this Agreement.

**BLUE HILLS REGIONAL SCHOOL
DISTRICT COMMITTEE**

**BLUE HILLS EDUCATIONAL
ASSOCIATION, INC.**

Eric C. Erskine, Chair

Brian Gearty, President

Kevin L. Connolly, Vice-Chair

Eileen Dailey

Aidan G. Maguire, Jr., Secretary

Nicole Flynn

Francis J. Fistori

Xavier Mahoney

Clinton Graham

Ryan Kiff

Rachelle Jeanty

Taryn M. Mohan.

Thomas R. Polito, Jr.

Sheila C. Vazquez

ARTICLE I RECOGNITION

- 1.1.1 Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive collective bargaining representative of the High School teaching faculty under contract to the Blue Hills Regional School District, as more fully described in the units below in 1.2.1 hereof, pursuant to the terms and valid administrative interpretations of Chapter 150E of the General Laws, and any subsequent amendments thereto.
- 1.1.2 Consistent with law, the Committee agrees to give the Association reasonable notice of its intent to change, alter, or modify existing wages, hours, and conditions of employment of any high school faculty member employed by the Blue Hills Regional School District as specified in 1.2.1 of this Article. The Committee further agrees to extend to the Association an opportunity to present their positions and otherwise negotiate the Committee's proposal to change, alter, or modify said mandatory subjects of bargaining and its effects upon the teaching staff.
- 1.2.1 The Collective Bargaining Units represented by the Association and recognized by the Committee in 1.1.1 hereof, are described as follows:
- Unit A: All full-time high school classroom, shop and laboratory faculty of the Blue Hills Regional School District including Lead Teachers, Director of Athletics, Athletic Coaches, Speech and Reading Instructors, Special Education Instructors, Librarian, Guidance Counselors, Adjustment Counselors, School Psychologist, Technology Integration Specialist, Counselor/Recruiter, School Nurse, and LPN Instructors.
- Unit B: All instructors of the high school afternoon, evening and summer programs of the Blue Hills Regional School District and other programs which the District may initiate after the execution of this Agreement.
- 1.2.2 The Bargaining Units will not include the Superintendent-Director, Assistant Superintendent, Principal, Academic and Vocational Directors, Purchasing Agents, Director of Guidance and Admissions, Other Directors, Clerical Employees, Personnel employed under contract to the Federal Government by the Blue Hills Regional School District under Federal Grants for special projects, Custodial Employees, Cafeteria Workers, School Doctor, Personnel, and other part-time instructional and non-instructional employees, and such other employees who regularly possess as an integral part of their duties the right to hire, fire, discipline, reprimand, promote, demote, transfer and settle grievances, or who effectively recommend that such action be taken by the utilization, among other things, of their independent discretion and judgment.
- 1.3.1 The full-time faculty described in 1.2.1, Unit "A", shall at all times have the benefit of the contract except as follows:

- a.) Student Services Personnel (Guidance, Adjustment Counselors, School Psychologist) and School Nurse -

Paragraphs 4.3.2, 4.3.2.1, 4.3.4, 4.5.4, and 4.6.1, 4.6.3, 4.6.4, and 4.6.5 of Article IV, Hours and Load; Article V, Class and Shop Size; and Article XXI, Substitute Teachers, shall not apply; and,

- b.) LPN Instructors –

Articles IV, Hours and Load, XXI, Substitute Teachers, and XXII, Textbook and Tools, shall not apply; as to these matters, the past practices of the parties, as set forth in the Side Letter of Understanding appended as Appendix J, shall govern.

1.3.2 The faculty described in 1.2.1 Unit "B" shall at all times have the benefit of the following: Articles I, II, III, XIV, XIX, XXII, XXV, XXVIII, XXIX.

1.4 If any of the Provisions of this agreement shall in any manner conflict with current Federal or Massachusetts law, such provisions shall be considered null and void and shall not be binding on the parties hereto.

ARTICLE II GRIEVANCE PROCEDURE

2.1 Definitions

2.1.1 A grievance is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.

2.1.2 An "aggrieved person" is the person or persons making the claim.

2.1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2.1.4 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to their Direct Supervisor in a form which contains all information which is relevant and pertinent to grievance and the processing of the grievance will be commenced at Level Two.

If a grievance is in response to an action taken by the Superintendent, then the processing of the grievance will be commenced at Level Two.

2.2 Purpose

2.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of those covered by this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2.2.2 Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

2.3 Time Limits

2.3.1 The time limits specified may be extended by mutual agreement. In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2.3.2 If an aggrieved person does not file a grievance in accordance with Section 2.4 below within thirty (30) school days after the aggrieved person knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived. A dispute as to whether a grievance has been waived under the paragraph will be subject to arbitration pursuant to 2.4.4.

2.4 Procedure

2.4.1 Level One

A person with a grievance will submit the grievance in writing to his or her Director with a copy to the Superintendent. The aggrieved person will then meet with the Director to discuss the grievance, either directly or through a member of the Association, with the objective of resolving the matter informally. In the event the School Nurse is aggrieved, such School Nurse will meet at Level I with the Assistant Superintendent.

The decision rendered at Level I will be in writing setting forth the decision and the reason therefore and will be transmitted promptly to the Association and the Superintendent-Director.

2.4.2 Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance he/she may file the grievance in writing with the Association and present a copy to his/her Director within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association will refer it to the Superintendent or the designated representative of the Superintendent.

2.4.2.2 The Superintendent or the designated representative of the Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will

meet with the aggrieved person and/or his/her Association representative in an effort to resolve it.

2.4.3 Level Three

2.4.3.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or his/her designee, he/she may file the grievance in writing with the Association within five (5) school days after the decision by the Superintendent, or the designated representative of the Superintendent, or fifteen (15) school days after he/she first met with the Superintendent, or designated representative of the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association will refer it to the Committee. Within fifteen (15) school days after receiving the written grievance, or at its next regular Committee meeting, a Sub-Committee of the Committee (hereinafter referred to as the "Sub-Committee") of the full Committee will meet with the aggrieved person and an Association representative, if the aggrieved person so desires, for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Committee.

2.4.4 Level Four

2.4.4.1 In the event that the grievance has not been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within fourteen (14) school days after the Level Three meeting, the Association may refer, in writing, within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration. The arbitrators shall be selected by agreement between the parties. If after fifteen (15) school days the parties are unable to agree upon an arbitrator, the selection of the arbitrator will be made by the American Arbitration Association in accordance with its rules and regulations.

2.4.4.2 The arbitrator shall be without power or authority to modify or alter the terms of this contract.

2.4.4.3 The decision of the arbitrator shall be in writing and shall be rendered within twenty-five (25) days after the hearing is declared closed. The decision shall be final and binding on both parties. The cost for the services of the arbitrator shall be borne equally by the Committee and the Association.

2.5 No Reprisals/Representation

2.5.1 No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, any school representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

2.5.2 Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing. When a teacher is not represented by the Association, an Association Representative and/or a Representative of the Massachusetts Teachers'

Association shall have the right to be present and to state their views at all stages of the grievance procedure except at Level One.

2.6 Miscellaneous

2.6.1 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 the Association. Decisions rendered at Level Four will be in accordance with the procedure set forth in 2.4.4.3.

2.6.2 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

2.6.3 The Committee and the Association agree that forms for expediting the grievance procedure shall be developed jointly and mutually before final distribution.

**ARTICLE III
SALARIES AND OTHER COMPENSATION**

3.1 Scope.

3.1.1 The salaries of all persons covered by this Agreement are set forth in appendices attached hereto and made a part hereof.

3.2 Salary Payment

3.2.1 All persons on the instructional salary schedule as covered by this agreement shall be paid on alternate weeks during the school year. The alternate week payments shall be an amount equal to the annual salary, divided by 26 inasmuch as medical and life insurance are covered by this school district on a twelve-month basis. It is recognized that in order to avoid compensating employees in advance of the performance of services, it may be necessary for the first payment in September to be in an amount less than the payments during the rest of the year. To the extent possible, however, only essential deductions will be made from this first payment.

Final lump sum payment shall be made before July 1st. Deductions shall be made from lump sum payment for health insurance and other insurance for the months of July and August.

Final paychecks due at the end of the school year will whenever possible be available and dated on the last working day of the year.

All timesheets for work performed in any fiscal year must be turned in on the last Tuesday prior to the end of the fiscal year, except for work performed between this deadline and the end of the fiscal year.

By September 1, 2018, all employees will be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The District School Committee shall not be required to mail paystubs or advice of deposit but shall distribute

same in a secure manner through interoffice mail, or electronically through an employee portal, but not both.

3.3 Vertical Increments

- 3.3.1 Teachers shall advance one step on the salary schedule for each year worked. If a teacher works ninety (90) days or more in a school year, that year shall count as one full year.

3.4 Lateral Adjustments

Each faculty member may advance from the minimum level "A" to the maximum level "D" as he/she submits evidence of having acquired approved credits in accordance with the requirements set forth in the salary schedule, appendix "A". A lateral salary adjustment may be made effective September 1st pursuant to 3.4(c), or made effective March 1st pursuant to 3.4(d), of the school year, provided the teacher requesting such adjustment has:

- a. Indicated his/her intention in writing to the Superintendent during the school year immediately preceding the effective date of the lateral adjustment, prior to January 15th.
- b. In order to qualify for a lateral salary adjustment, the faculty member must submit certified evidence from the institution(s) in which the credits were earned. An e-mail or printout of the transcript(s) from the institution(s) showing completion of all courses that would satisfy the lane change shall satisfy the evidence requirement. Such evidence must meet the requirements as outlined in appendix "A", General Definition of Levels, at the approval of the Superintendent-Director.
- c. A lateral salary adjustment may be made effective September 1 of a particular school year provided the teacher requesting such adjustment has submitted evidence of course completion to the Superintendent by August 1.
- d. A lateral salary adjustment may be made effective March 1 of a particular school year provided the teacher requesting such adjustment has submitted evidence of course completion to the Superintendent by February 1.

Example: For a September 1, 2012 adjustment, evidence must be submitted by August 1, 2012. For a March 1, 2013 adjustment, evidence must be submitted by February 1, 2013.

3.5 Independent Study Credit

- 3.5.1 All instructional staff members interested in submitting a proposal for non-traditional credit advance (other than institutional credit) in order to advance laterally on the traditional or alternate pathways for professional preparation, may submit a proposal to the Superintendent or designee for such purpose.

- 3.5.2 If such a proposal reflects a direct and immediate contribution to the applicant teachers'

major area of responsibility and teaching assignment, and is deemed to be a significant contribution to the school district, in lieu of the traditional institutional credit process, the Superintendent may approve and grant an equivalent of three (3) credits for each approved proposal, not to exceed 6 total credits toward lateral positions “A” through “D”.

- 3.5.3 Proposals submitted for this non-traditional credit consideration must reflect the applicant’s time commitment in equivalent value to the combination of clock hours and outside study as required for the traditional 3 semester hour institutional program.

The proposals must include a measurable contribution to the Blue Hills Regional Vocational Technical School District, equivalent to an independent study contract with the district. The Superintendent shall reserve the right, acting for the District School Committee, to reject any independent study contract having had preliminary approval, if final documentation does not satisfy the criteria for this level of attainment.

- 3.5.4 All Credit allowances, once approved under this paragraph, may not be resubmitted or duplicated for any other vertical, lateral or professional improvement remuneration, nor may staff members receive credit allowance nor submit proposals for activities they anticipate requesting travel, expense or salary reimbursements.

3.6 Salary Increases

- 3.6.1 Salary increases of any kind are not automatic but are granted only when there has been a continuation of high standard of teaching or a demonstrated improvement in efficiency of service. The Committee reserves the right to withhold vertical increments of any teacher doing unsatisfactory work and any teacher who has not conformed to the requirements set forth in 3.3.

- 3.6.2 Increase Appendices B, C, D, E and F as

follows:

Effective 9/1/21, increase all amounts in effect on 8/31/21 by two and a half percent (2.5%);

Effective 9/1/22, increase all amounts in effect on 8/31/22 by two and a half percent (2.25%);

Effective 9/1/23, increase all amounts in effect on 8/31/23 by two and a half percent (2.0%)

*Note: See Side Letter of Agreement, dated April 2013, regarding Lead Teachers

3.7 Qualifications for Academic Faculty

- 3.7.1 A Bachelors degree from an accredited college with at least eighteen (18) semester hours in

- the major field of teaching, nine (9) semester hours for approval in a minor field of teaching and certification by the Department of Elementary and Secondary Education.
- 3.7.2 Academic teachers must also meet the requirements established by the Department of Elementary and Secondary Education for approval to teach in a state aided vocational school.
- 3.7.3 The initial salary of an academic teacher new to the Blue Hills Regional School District shall be set forth by the Committee upon the recommendation of the Superintendent. It shall be evaluated on the basis of educational attainment and teaching experience.
- 3.7.4 The Committee reserves the right to waive any of the above minimum qualifications on a temporary basis upon the approval of the Department of Elementary and Secondary Education.
- 3.7.5 Faculty employed under a waiver will not move laterally until they have met all minimum qualifications.
- 3.7.6 All credits earned for courses required for approval by the Department of Elementary and Secondary Education may not be used later towards a vertical or lateral move.
- 3.8 Minimum Qualifications for Vocational Faculty
- 3.8.1 Satisfy all of the requirements established by the Department of Elementary and Secondary Education for approval to teach in a state-aided vocational school.
- 3.8.2 The initial salary of a vocational teacher new to the Blue Hills Regional School District shall be set forth by the Committee upon the recommendation of the Superintendent. It shall be evaluated on the basis of educational attainment and occupational and teaching experience.
- 3.8.3 The Committee reserves the right to waive any of the above minimum qualifications on a temporary basis upon the Approval of the Department of Elementary and Secondary Education.
- 3.8.4 Faculty employed under a waiver will not move laterally until they have satisfied all minimum qualifications.
- 3.8.5 All credits earned for courses required for approval by the Department of Elementary and Secondary Education may not be used later towards a vertical or lateral move.
- 3.9 Individual Contracts
- 3.9.1 The contract which is presented to a teacher shall show the appropriate increment level and step which corresponds to the salary from Appendix "A".
- 3.9.2 In the case of lead teachers, a separate contract shall be issued and renewed upon reappointment each school year and the amount of compensation due for this contract shall be included.
- 3.9.3 Teaching contracts may be terminated by either the Committee or the teacher upon written

notice of thirty calendar days. In such cases, compensation paid to teachers shall be in the amount equal to the ratio of days taught by the teacher to 183 days, inasmuch as 183 days is the full teaching contract requirement. Approved leave days taken by the teacher shall be considered as school days taught. All persons on the instructional salary schedule shall agree to teach or prepare to teach in the regional school district for 183 days of each school year.

3.10 Mileage Reimbursement

3.10.1 Teachers using their own automobiles on school business shall be compensated at the rate approved by the Federal Government, providing such teachers have had previous approval for the use of their own vehicles by the Superintendent-Director.

3.11 Longevity

3.11.1 In order to encourage experienced teachers to remain in the Blue Hills Regional Technical School District, longevity increments will be paid to teachers at the beginning of their thirteenth, fifteenth, seventeenth, twentieth, twenty-fifth, and thirtieth years of service at Blue Hills and each year thereafter on the following basis:

Effective September 1, 2021:

\$ 650 each year commencing at the beginning of the thirteenth year;

\$1,150 each year commencing at the beginning of the fifteenth year;

\$1,650 each year commencing at the beginning of the seventeenth year;

\$2,150 each year commencing at the beginning of the twentieth year;

\$2,650 each year commencing at the beginning of the twenty-fifth year;
and,

\$3,150 each year commencing at the beginning of the thirtieth year.

Effective September 1, 2022:

\$ 700 each year commencing at the beginning of the thirteenth year;

\$1,200 each year commencing at the beginning of the fifteenth year;

\$1,700 each year commencing at the beginning of the seventeenth year;

\$2,200 each year commencing at the beginning of the twentieth year;

\$2,700 each year commencing at the beginning of the twenty-fifth year;
and,

\$3,200 each year commencing at the beginning of the thirtieth year.

Effective September 1, 2023:

\$ 750 each year commencing at the beginning of the thirteenth year;

\$1,250 each year commencing at the beginning of the fifteenth year;

\$1,750 each year commencing at the beginning of the seventeenth year;

\$2,250 each year commencing at the beginning of the twentieth year;

\$2,750 each year commencing at the beginning of the twenty-fifth year;
and,

\$3,250 each year commencing at the beginning of the thirtieth year.

3.11.2 For the purpose of this section an employee must have completed 92 days of service during the work year as defined under Article IV, Section 4.4 in order for that year to be creditable toward the initial computation of an employee's service in the Blue Hills Regional School District.

3.11.3 Longevity for School Nurse – The longevity plan for the position of School Nurse is set forth below:

<u>Step</u>	<u>Amount</u>
1	\$400
2	\$500
3	\$600
4	\$700
5	\$800
6	\$900
7	\$1000
8	\$1100

After completing one year of service, the School Nurse shall be entitled to the longevity payment set forth at Step 1. The School Nurse shall move up the steps of the longevity scale after each year of service, until she reaches the maximum of \$1100.00. At that point the longevity payment shall be frozen.

3.12 Supplemental Longevity

- 3.12.1 In addition to the foregoing salary allowance, there shall also be a supplemental longevity increment that will be available only to those teachers who have served for at least twenty (20) years in the Blue Hills Regional School District. Any such teacher shall be eligible to receive a supplemental longevity increment in the amount of Three Thousand Five Hundred Dollars (\$3500.00) for any single period of three consecutive years subject to the following conditions:
- a.) The teacher must give written notice of his/her intent to access this supplemental longevity increment to the Superintendent/Director on or before November 1 of the school year preceding the year in which the teacher desires to begin receiving this benefit.
 - b.) Once given, the written notice will be irrevocable.
 - c.) Once the three (3) year period for this supplemental longevity increment has been completed, the supplemental longevity increment will terminate and the teacher will revert to the salary level that he/she would otherwise be at under the terms of the Collective Bargaining Agreement that is in effect.
 - d.) Once the teacher has begun to receive his/her supplemental longevity increments under the terms of this article, he/she shall receive the full amount due under this Article regardless of his/her separation from employment during the three year term. Those teachers who apply for the supplemental increments after November 1, 2004 and are separated from employment for any reason shall no longer be eligible to receive any outstanding supplemental longevity increment payments.
- 3.12.2 Notwithstanding the provisions of Article 3.12.1, in no event shall the District be required to approve supplemental longevity for more than ten (10) teachers in any one year. If the District, in its discretion, chooses to approve only ten (10) teachers, then approval shall be determined on the basis of seniority. For purposes of this provision, seniority is defined as the total number of years spent teaching in the District. In the event that more than ten (10) teachers apply for supplemental longevity and the District applies the ten member cap set forth above, then those teachers whose requests were not approved will be placed at the top of the list for consideration in the next year, regardless of seniority as compared to new applicants.

ARTICLE IV HOURS AND LOAD

- 4.1 The Committee and the Association acknowledge that the teacher's prime responsibility is not only to teach a specific subject but that the teacher must also be dedicated to the objective of aiding students in the developing of desirable habits, attitudes, interests, personality and character patterns. The teacher's professional distinction lies not only in a vast knowledge of subject matter, but also in the ability to help students grow emotionally, physically and socially as well as academically.
- 4.2 The starting and dismissal times for all students in the Blue Hills Regional Technical School shall be determined solely by the Committee in conjunction with the requirements set forth by the Department of Elementary and Secondary Education.

4.3 Work Day

The teacher's workday shall begin at 7:40 a.m. and end at 3:10 p.m. except as detailed in this section.

4.3.1 On Mondays and Wednesdays or Tuesdays and Thursdays, teachers shall make themselves available from 2:25 p.m. to 3:10 p.m. to aid students in need of special assistance, makeup, "teacher" detention, "office" detention, parent-teacher meetings, Sped Team meetings, and/or to attend meetings or workshops related to student issues, school business or professional development, including extended in-service sessions. Each teacher's assigned days shall be determined by the appropriate Lead Teacher and announced by the first day of the school year. In the case of a conflict, it is agreed that scheduled special assistance for students shall take priority over all meetings, workshops and professional development set forth in this provision.

4.3.1.1 On those days that teachers are required to be available to students until 3:10 p.m. pursuant to Article 4.3.1, the teachers' departure time is 3:20 p.m. Otherwise, the teachers' departure is 2:30 p.m.

4.3.2 On an equitable rotating schedule, teachers shall remain and supervise the afternoon "office" detention program in accordance with current administrative practices.

4.3.2.1 This "office" detention session shall commence at 2:25 p.m. and end at 3:10 p.m. on Monday through Thursday of each school week.

4.3.3 On Monday, if a teachers' meeting, departmental meeting, or other meeting has not been scheduled, and on other days not specified in 4.3.1, the teachers may leave the school at 2:30 p.m.

4.3.4 A teacher assigned to an outside project on a regular basis whereby the teacher has no preparation period and no duty-free lunch, said teacher shall not be assigned to detention, school dances, homeroom duty and other similar assignments.

4.3.5 Student Service Personnel will not be assigned to detention, school dances, homeroom duty and other similar assignments.

4.3.6 The School Nurse's workday shall begin at 7:30 a.m. and end at 3:20 p.m. on Monday through Thursday. On Friday, the School Nurse's workday shall begin at 7:30 a.m. and end at 2:30 p.m.

4.4 Work Year

4.4.1 The work year of teachers, excluding those in special programs which extend beyond the regular school calendar year, will begin no earlier than August 31 and will terminate no later

than June 30th.

When Labor Day falls on September 5th, 6th, or 7th, the work year will begin on the Wednesday preceding Labor Day, which will be scheduled as a professional development/staff orientation day. Thursday shall be scheduled as a professional development/freshman orientation day. Teachers shall not be required to work on the Friday before Labor Day.

When Labor Day falls on September 1st, 2nd, 3rd, or 4th, the work year will begin on the Tuesday following Labor Day, which will be scheduled as a professional development/staff orientation day. Wednesday shall be scheduled as a professional development/freshman orientation day.

In all cases, the school year shall not exceed and shall be considered as 183 days in determining the prorated value of each day of teaching and each day of unexcused absence. The 183 day work year shall include 180 instructional days for students; 1 professional development/staff orientation day; 1 professional development/freshman orientation day; and, one additional professional development day. A request for leave for participation in the additional professional development day must be submitted to and approved by the Superintendent-Director or his/her designee, no later than one (1) week prior to the requested leave. The Superintendent-Director each year will issue copies of the school calendar to each teacher as soon as such calendar has been adopted by the Committee.

- 4.4.2 School Psychologists' work year is ten (10) days longer than the classroom teachers' work year. The work year will be served within the period five (5) days immediately before and five (5) days immediately after the regular school year. The counselor/recruiters' work year is twenty (20) days longer than the classroom teachers' work year. These extra days will be paid in accordance with the per diem rate set forth in this article. The work year will be served within the period ten (10) days immediately before and ten (10) days immediately after the regular school year. The dates of the additional days will be determined by the appropriate Administrator. However, if the extra days are to be worked within the school year, it must be by mutual agreement between the Supervisor and employee.
- 4.4.3 The teachers' work day and/or work week as set forth in Section 4.4.1 also applies to Student Service Personnel. In addition, Student Service Personnel may be required, in the discretion of the appropriate supervisor, to work before and after the teachers' work day and work week for parent/teacher conferences; admissions interviews; parent information meetings; student crisis situations and student testing. Said additional hours and/or days shall not exceed fifteen (15) per term.
- 4.4.4 Teachers, including those in special programs required to work beyond the number of days scheduled in the school calendar, shall receive an increase in salary above their annual contract amount equivalent to 1/183 of their salary, per day of service. This increase will only be effective if such teacher has been called upon to provide additional service to the District in the capacity of a teacher.
- 4.4.5 The School Nurse work year shall be 183.5 days. The School Nurse shall be paid one-half days' pay for duty on Graduation Day calculated at the following rate: the yearly salary divided by 183, and then divided by 2.

In lieu of a professional development day, formerly known as the Norfolk County Teachers Meeting Day, the School Nurse shall be allowed to take such day as an unpaid no-school day and in return shall work a day prior to the opening of school assisting with the administration of Sport Physicals. Duties would include: assisting with sports physicals, checking all physical records, recording data and/or issuing medical alerts to coaches where needed. The exact day that the School Nurse will perform such duties will be determined by the Athletic Director and the Superintendent-Director prior to August 1 of each year.

The School Nurse shall be notified within seven (7) days of the determination.

4.5 Meetings

4.5.1 Teachers will be required to remain after the end of a regular work-day for teachers' meetings as called by the Superintendent or designee for such purposes as determined by the Superintendent. Such teachers' meetings shall be no more than three (3) nor less than one (1) per month. The Superintendent shall strive to restrict the meeting time, on each regularly scheduled occasion, to approximately one (1) hour in length. In addition to the above, Lead Teacher meetings may also be scheduled monthly for a time to approximate one hour. Such meetings may not exceed fifteen (15) per year.

4.5.2 The Superintendent will announce the date and time twenty-four hours in advance of such meetings except in case of emergency. A Topic Outline for the meeting activity will be circulated in the morning notice of the day on which the meeting is scheduled except in an emergency.

4.5.3 All teachers will be required to attend evening meetings only when they are directly related to the school program. Such evening meetings shall not exceed four (4) per year. Academic teachers shall attend the Open House, two parent teacher conference evenings, and one advisory board meeting per year; vocational teachers shall attend the Open House, one parent teacher conference evening and two advisory board meetings per year, one of which may include a dinner. All other evening extra-curricular activities shall be assigned to all teachers on a rotating basis. For the purpose of this Article, extra-curricular activities shall mean dances and student socials. Such assignments of teachers shall be posted at least one (1) week in advance of said event.

4.5.4 For such events as dances and student socials, that occur the evening before or during a vacation period, such assignments to teachers may be on a voluntary basis. In the event sufficient volunteers are not available, teachers shall be assigned as stated above. Individual teachers may be required at other times to attend occasional special meetings.

4.6 Duty Free Lunch

4.6.1 Teachers shall have a duty-free lunch period no less than the regular student lunch period. It is agreed, however, that teachers having class prior to lunch shall escort such class in an orderly fashion to the cafetorium. It is agreed that teachers having class immediately after lunch will leave the lunchroom at the same time as the students so as to be responsible for

monitoring the students returning from lunch in the corridors, stairwells and other areas.

4.6.2 All Student Service Personnel shall have a duty-free lunch period no less than the regular student lunch period. The lunch period shall be scheduled at the discretion of the appropriate director or administrator.

4.6.3 All teachers when not assigned to shop, lab or classroom shall be responsible for monitoring student behavior in corridors, stairwells and lavatories.

4.6.4 Effective September 1, 2015, for academic teachers, there shall be an eight (8) period day with a nine (9) period rotation. Academic teachers shall be assigned to no more than six (6) instructional periods per eight (8) period day. Academic teachers will be provided two (2) preparatory periods per eight (8) period day which are not administratively-directed.

Academic teachers will be assigned to six (6) administratively-directed planning periods over the span of the nine (9) day rotating schedule cycle. Academic teachers will not be assigned to more than one (1) administratively-directed planning period per eight (8) period day.

The administratively-directed planning period activities for academic teachers shall be determined by the Superintendent-Director, or his/her designee, and may include such activities as collaborative common planning time, data analysis, curriculum mapping, curriculum development, as well as other educationally-focused planning activities.

The Superintendent and the Committee shall strive to consider a daily class schedule of approximately 25-30 periods weekly for academic teachers and 35 periods weekly for vocational teachers. Teachers may be assigned in lieu of additional classes to cafeteria duty or outside lunch duty. Such weekly distribution will, when possible, be five periods daily for such teachers. Such final scheduling of classes as mentioned above shall be ultimately affected by the necessity of the master program schedule. Any teacher assigned to cafeteria or outside lunch duty shall receive a period stipend of ten dollars (\$10.00) for each period of assignment.

4.6.4.1 A joint study committee composed of five designees of the Association and two designees of the Principal will be formed and will meet each year in September to review practices in regard to cafeteria supervision.

4.6.5 Effective September 1, 2008, Lead Teachers in departments with five (5) or more teachers, including themselves, will have a reduced teaching schedule of one period per day. This reduction in teaching load is intended to allow eligible Lead Teachers adequate time to assist the teaching staff within the department, to maintain proper department records, to develop a continually improving curriculum, and to perform other administrative duties in the department. If the Athletic Director is also a lead teacher, then the Athletic Director's fifty percent (50%) teaching load (see Article 4.6.5.1) will not be further reduced by one teaching period. Notwithstanding the above, for School Year 2008-2009 only, the Science Lead Teacher will not have a reduced teaching schedule of one period per day. The Science Lead Teacher agreement is unique to the 2008-2009 School Year and shall not be cited as a past practice or precedent for the future.

- 4.6.5.1 Effective September 1, 2009, the Athletic Director will have a fifty percent (50%) reduced teaching load over a two week period (e.g. 3 and 3 or 4 and 2).

**ARTICLE V
ACADEMIC AND VOCATIONAL CLASS SIZE**

5.1 Regular Program

- 5.1.1 The number of students considered to be acceptable for classes, shops and laboratories shall be as follows:

Vocational Classes- 20 students per teacher.

Technical Classes - up to 30 students per teacher, to be composed of students from the same grade level and shop.

Academic Classes - 30 students per teacher.

Science Classes, involving laboratory activities - 24 students per teacher. Physical Education Classes - 30 students per teacher.

- 5.1.2 The Committee and the Association agree that the Committee reserves the right to modify the class sizes as outlined in 5.1.1 should such limitation discriminate against the admission of a limited number of students.

5.2 Special Programs

Special Programs involving large group instruction may operate with student-teacher ratios other than those specified in 5.1 of this Article.

- 5.3 The provisions of Article 5 shall not apply to the position of School Nurse.

**ARTICLE VI TEACHER
FACILITIES**

6.1 Existing Building

The School will have the following facilities:

Space in each classroom and shop in which teachers may safely store instructional materials and supplies.

A teacher work area, such as the present area now available in the library, containing adequate volumes and texts and reference materials, shall be made available for teachers in the preparation of their subject matter.

An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be adequate size and will be in addition to the aforementioned

teacher work area.

A serviceable table and chair for the teacher when instructing in each classroom. Floating teachers will be issued a key to the file cabinet in the room in which they are assigned to teach and will have access to one (1) drawer.

A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room.

A dining area separated from students and their view which may be used for teachers, other school personnel and visitors. Separate serving facilities will be arranged for teachers and visitors when possible.

Adequate parking facilities will be reserved for all members of the instructional staff.

6.2 Additional Buildings

All new buildings constructed will contain at least the facilities listed in 6.1 above. Other references made in this agreement to "School Buildings" will be taken to mean the present structure and any new buildings or additions constructed in the future.

6.3 Nurse's Facilities

It is agreed that the office space currently assigned to the School Nurse shall not be reduced in size during the term of this Agreement.

ARTICLE VII ASSOCIATION RIGHTS

7.1.1 Facilities for Association meetings may be provided to the Association without cost and at reasonable times provided that such meetings do not conflict with the regular school program and the Superintendent-Director or his/her assistant has approved such facility use. Such request must be submitted twenty-four hours in advance.

7.1.2 Officers and other representatives authorized by the Association having approval of the Superintendent-Director or designee shall be permitted to transact official Association business during the school day, providing that such teacher or teachers whom such representatives wish to contact do not have classroom or make-up obligations during that time.

7.1.3 Visitors reporting to the office on Association business, having properly registered and received clearance by the Superintendent-Director or designee, will be authorized to transact business as outlined in 7.1.2 of the Article.

7.2.1 The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards. The Association may use faculty mailboxes for communications, including mass distributions.

7.2.2 Before any material is posted on the faculty bulletin board, the Association will first have

the right to review this material.

- 7.3.1 The Committee will, upon written request, make available to the Association any available information which is neither confidential nor privileged under law which may be necessary for the Association to administer this Agreement or to prepare for future negotiations.
- 7.3.2 A copy of the official agenda of School Committee meetings will be made available to the Association not later than the end of the school days on the date of said meetings.
- 7.4.1 The Association will be provided the names and addresses of all unit members within ten (10) days of the opening of school each September or within ten (10) days of the appointment of a new hire if the appointment is made after the opening of school in September.

ARTICLE VIII TEACHER EVALUATION

- 8.1 Evaluation:
Effective for the 2013-2014 school year, the Committee and the Association have implemented an Educator Evaluation Process pursuant to the terms and conditions of the Blue Hills Regional Technical School Educator Evaluation Agreement, together with related forms and documents, with these documents collectively referred to as the "Evaluation Agreement," and further with said Evaluation Agreement attached hereto and incorporated herein in its entirety as Appendix I.
 - 8.1.1 The Superintendent-Director and/or his/her designee is responsible for ensuring that all evaluators have training in the use of the Blue Hills evaluation document pursuant to Paragraph 2J of the Evaluation Agreement.
 - 8.1.2 Teacher observations should not be conducted under atypical circumstances. If it is impossible to conduct an observation under normal classroom conditions, then the conditions under which the observation was made should be noted on the evaluation form.
 - 8.1.3 When an educator receives a rating of "needs improvement" on Standard I, II, III, or IV of the applicable Rubric and/or an overall rating of "needs improvement", the evaluator shall provide specific written recommendations which are reasonable, achievable and for which resources are made available to the educator by the evaluator consistent with the terms and conditions of the Educator Evaluation Agreement. The educator shall be provided a reasonable amount of time to implement the specific written recommendation for improvement consistent with the terms of the Educator Evaluation Agreement.

8.2 Personnel Files

Inspection of a teacher's personnel file shall be permitted as outlined under Chapter 71,

Section 42C of the General Laws of the Commonwealth of Massachusetts.

**ARTICLE IX TEACHER
ASSIGNMENT**

- 9.1 Teachers will be notified of their programs for the following school year including the subjects they will teach by August 1st, and the Association realizes that some changes may have to be made in order to ensure the best possible instruction for the students of the school district.
- 9.2 Teachers will not be assigned outside of their area of certification or approval except for good cause and on a temporary basis.
- 9.2.1 The Superintendent and the Committee shall strive to assign all teachers a similar and equitable teaching load.
- 9.3 The provisions of Article 9 shall not apply to the position of School Nurse.

**ARTICLE X
NON-TEACHING DUTIES**

- 10.1 Teachers will not be required to use their own vehicles to drive pupils to activities which take place away from the school building. Teachers shall not transport students in their own vehicles without written permission from the school principal.
- 10.2 Instructors, who at different times have to travel for the purpose of figuring job costs, shall not be compelled to do so on their own time. The Committee will make available such time during school hours for teachers. Teachers leaving the building for such purpose must have prior approval from either the Superintendent-Director or his/her designated Administrative Assistants.
- 10.3 The provisions of Article 10 shall not apply to the position of School Nurse.

**ARTICLE XI
TEACHER EMPLOYMENT**

- 11.1 Credit, not to exceed three (3) years for military experiences and not to exceed two (2) years for Peace Corps and other similar work directly related to education, may be given upon initial employment.
- 11.2 For teachers of this school district requesting "military leave" in order to voluntarily or involuntarily serve with the U.S. Military Service, such teachers upon returning to the Blue Hills Regional School within 90 days from date of discharge, shall have restored to their sick leave accumulation all previous sick leave accumulated at the time of their release for military service. The period for such military leave approved shall be the period of continuous service required by such induction or enlistment and will not continue into any additional period of additional voluntary service.
- 11.3 The Committee will provide for teachers serving in the employ of this school district a

continuation of increment status for service with the military not to exceed a two-year period. For eligibility, a teacher must fulfill all the requirements stated in 11.2.

- 11.4 Upon notification to the Superintendent-Director, faculty members who, as part of a National Guard or Reserve Military obligation, must serve emergency duty during the school year shall be permitted to be absent without loss of pay provided that their pay for such duty is remitted to the District School Committee.

ARTICLE XII STUDENT CONTROL AND DISCIPLINE

- 12.1 The Committee and the Association agree that an annual study committee be appointed to update, modify and review existing committee regulations on student control and discipline. It shall be the responsibility of the Superintendent-Director to establish such a committee and review their recommendations. The School Nurse shall be included as a member of said committee.

ARTICLE XIII PROMOTIONS

- 13.1 For purposes of this Article, a "promotional position" is defined as any position paying a salary differential and/or any position on the Administrator-Supervisor level, including, but not limited to, positions as Superintendent-Director, Assistant-Director, Director, and Lead Teacher.
- 13.2 Whenever any vacancies in a promotional position occur during the school year (September to June) it will be adequately publicized by the Superintendent by means of a notice placed on the faculty bulletin board and an email notification to each teacher at his/her school issued email account within one week of the public announcement. If the vacancy occurs after the close of school in June and before September, notices of such vacancy shall be emailed to every teacher at his/her school issued e-mail account or, alternatively, to a mailing address provided by the teacher who shall have filed his/her name and summer mailing address with the Superintendent for the purpose of receiving such mailed notices and salary during this period. Such notices shall ordinarily be provided thirty (30) days in advance of the appointment of such position.
- 13.3 Whenever previously publicized qualifications for a promotional position are changed before the position is filled, the Superintendent will post on the faculty bulletin board or to teachers individually, the changes made in qualifications, duties and/or compensation.
- 13.4 Appointments will be made without regard to race, creed, color, religion, nationality, sex or marital status.
- 13.5 The provisions of Article 13 shall not apply to the position of School Nurse.

ARTICLE XIV POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS

- 14.1 All openings for summer school and evening school positions and for all positions available under Federal Programs will be adequately publicized by the Superintendent on the faculty board. Such announcements will be publicized as early as possible so that teacher applications may be evaluated and teachers selected may be notified in advance. Teachers making application for such positions must do so with the understanding that insufficient enrollment at the commencement of the course may result in the cancellation of such program. If a teacher reports for opening day of summer school or evening school and class is canceled, a teacher will be paid one day of pay as outlined in Appendix "F" in accordance with the number of classes he/she was assigned for the opening day.
- 14.2 Positions in the Blue Hills Regional summer school and evening school positions under Federal programs will, to the extent possible, be filled first by regularly-appointed teachers when such teachers are qualified for the program offered.
- 14.3 In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Blue Hills Regional School District.
- 14.4 The District School Committee reserves the right to employ outside qualified teachers or to split an assignment among other qualified staff members of the Regional School Faculty when such an additional assignment would impose an unreasonable work load on the faculty member involved. This consideration is essential so as to ensure the highest quality instruction within the regular school program. The District School Committee will consider a teacher applying for both an evening school assignment and any additional special teaching assignment beyond their regular day as an unreasonable work load.

ARTICLE XV SICK LEAVE

- 15.1.1 Each faculty member shall be entitled to fifteen (15) days sick leave each year in addition to any sick leave which has been accumulated. This sick leave shall be earned at the rate of one and one-half (1½) days each calendar month and shall accumulate, unlimited, from year to year.
- 15.1.2 For new teachers in the service of the Blue Hills Regional School District, sick leave will be available after the first day of service.
- 15.1.3 To be eligible for a day of sick leave, the teacher will be required to call the Superintendent-Director or designee not later than 7:00 a.m. on the day he or she intends to request such leave. A teacher not fulfilling this requirement will not be granted a day of sick leave except in an emergency only, such emergency to be determined by the Superintendent-Director.

After five (5) consecutive school days of absence, a teacher may be required to submit medical documentation by the Superintendent-Director or his/her designee. If requested, the medical documentation must be provided within one (1) week of return to work.

In cases of suspected abuse of sick leave, the Superintendent-Director is empowered to investigate the legitimacy of the situation. The term "sick leave abuse" is not intended to

apply in cases where members of the bargaining unit utilize sick leave for legitimate illness or injury. When the Superintendent-Director suspects sick leave abuse, the Superintendent-Director may require that supporting medical documentation be provided. If requested, the medical documentation must be provided within ten (10) calendar days.

For extended sick leave absences of ten (10) consecutive school days or more, the Superintendent-Director reserves the right to require a medical certification of fitness to return to work prior to an employee's return to work. Failure to provide such documentation may result in the denial of a request to return to work.

- 15.1.4 A limited sick leave bank may be established and administered by the Association. The purpose of this bank is to provide sick leave to those instructors who have used all of their accrued sick leave.

Membership in the bank will require the transfer of one sick day per teacher to the bank. Additional days may be assessed when needed on a uniform basis.

- 15.2.1 A teacher in this Regional School whose duties bring him/her into direct contact with any student threat, shall, if excluded or removed from employment on account of tuberculosis in a communicable form, be carried on sick leave with pay for the entire period of such exclusion or removal but in no case for more than two years beyond the maximum accumulative sick leave, and for such further additional period as he/she may be entitled to under the regulations of the Committee for other school officers. (Chapter 71, Section 55B of the General Laws.)

- 15.2.2 No teacher so excluded or removed shall return to employment in a school until properly certified by the Department of Public Health or such county or municipal sanatorium on the basis of x-ray or laboratory examinations as free from tuberculosis in a communicable form.

- 15.3 Upon retirement, resignation, or death, a teacher who has served at least ten (10) full years as a teacher in the Blue Hills Regional System, shall be entitled to receive remuneration for each day of unused sick leave based upon the following formula:

<u>Number of Days</u>	<u>Amount per Day</u>
1 – 150	\$10.00
Over 150	\$15.00

Said payment will in no event exceed a total of Three Thousand Dollars (\$3,000).

In the event that a teacher notifies the Superintendent in writing on or before November 1 of the calendar year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher who notifies the Superintendent after November 1, shall receive payment on or about July 1 of the second fiscal year following the notification.

Prior written notification is not required in the case of death. In the case of death,

payment shall be made to the estate of the teacher within sixty (60) days.

ARTICLE XVI TEMPORARY LEAVES OF ABSENCE

16.1 Personal Leave

- 16.1.1 Teachers will be entitled to two days of personal leave during any school year for imperative personal business which could not be effectively conducted outside school hours. Applications for personal leave must be submitted to the Superintendent-Director or designee on a personal leave form at least 24 hours prior to the date the applicant intends such leave to commence.
- 16.1.2 This leave shall not be approved to extend a holiday or vacation period but may be submitted for approval to the Superintendent-Director should the urgency of such request warrant a waiver of this requirement.
- 16.1.3 Effective at the conclusion of the 2004-2005 school year, unused personal days may be converted to sick time and accrued as such.
- 16.1.4 Teachers may be entitled to one day of temporary leave for the purpose of visiting other schools or attending educational conferences, providing such teacher has had the advance approval of the Superintendent-Director.

16.2 Bereavement Leave

- 16.2.1 (Full time) teachers will be allowed five days leave during a school year for each death in the immediate family without loss of pay upon advance notice to the Superintendent or designee.

Additional "Bereavement Leave" may be granted at the discretion of the Superintendent-Director for unusual circumstances.

The term "immediate family" shall mean the teacher's spouse, child, father, mother, sister or brother, stepchild, stepfather, stepmother, stepsister or stepbrother.

- 16.2.2 For each death in the teacher's family in any school year, three days shall be allowed such teacher for the following family relationships: the teacher's grandchild, grandparents, mother-in-law, or father-in-law. For such leave without loss of pay, advance notice must be given the Superintendent-Director or his/her designee.
- 16.2.3 A one day leave with pay, submitted with advance notice to the Superintendent-Director, or his/her designee, will be granted for the death of a teacher's in-laws, the grandparents of his/her spouse, a teacher's aunt, uncle, nephew or niece.

16.3 Religious Observance

- 16.3.1 Teachers who are absent from work for religious observances or on religious holidays may use their available personal leave to cover their absences.

16.4 Reserve Duty

- 16.4.1 An employee covered by this Agreement called to duty on a non-voluntary basis in the Federal or State Reserve Service shall receive his/her regular salary for the period of absence subject to the limitations of the governing Federal and State statutes. However, the employee shall demonstrate to the Committee that he/she has used his best efforts to arrange for reserve duty to be served when schools are in recess.
- 16.4.2 In the event reserve duties, which could have been done during a time when schools are in recess, are performed while the schools are in session, an employee shall receive only the difference in money between reserve pay and the employee's regular salary.

16.5 Professional Leave

- 16.5.1 The Superintendent may approve leave for the purpose of attending educational conventions, professional meetings, training institutes, visiting schools and other activities having a demonstrable relationship to the improvement of the teacher's professional skill and expertise.

16.6 Association Business

- 16.6.1 The Association President or his/her designee shall be granted up to five (5) days leave with pay per school year to attend to Association business.
- 16.6.2 The Association President shall be granted leave with pay to attend arbitration hearings held under Article 2.4.4.1 of the Agreement.

ARTICLE XVII EXTENDED LEAVES OF ABSENCE

17.1 Sabbatical Leaves

- 17.1.1 Teachers having served as full time instructional staff members for a minimum of seven (7) complete years will be eligible to apply for Sabbatical Leave.
- 17.1.2 Sabbatical Leave applications must provide a definite commitment to the professional growth of the staff member making the application and will not exceed one complete year.
- 17.1.3 Sabbatical Leave will not be granted for projects for which a salary will be earned. However, grants, federal or state fellowships and other such awards generally provided to encourage such sabbatical leave will not be deemed "salary earned".
- 17.1.4 Sabbatical Leave applications must be submitted to the Committee prior to October 1st of the school year preceding the school year for which the applicant files for such leave.
- 17.1.5 The Committee will have the final authority in the determination of each leave request. The relative value of such proposed professional growth must reflect equally on the value such attained growth by the applicant can attribute to the regional school district and the particular major area of emphasis in which such teacher applicant is employed. The

Committee will act on such request no later than March 1st following the submission of such applications. No more than one teacher will be eligible for such leave in any one school year.

- 17.1.6 Any teacher granted sabbatical leave will enter into a written agreement with the Committee to return to that position formerly held, or to a position for which they are qualified, for a minimum of two years after such leave is terminated.
- 17.1.7 A teacher approved for sabbatical leave will receive 50% of his/her full year's salary for the year of such leave.
- 17.2 Extended Professional Leave
 - 17.2.1 A leave of absence without pay for a full school year, commencing in September and concluding in June, will be granted upon approval of the Committee for the purpose of serving as an officer or in a similar high level position with an educational and/or professional organization.
 - 17.2.3 A leave of absence without pay for a full school year commencing in September may be granted at the discretion of the Committee, provided that application for such leave is submitted prior to June 1st.
- 17.3 Parental Leave
 - 17.3.1 A teacher who has been employed full-time by the Committee for at least three consecutive months may request and be granted a parental leave of absence without pay for the birth or adoption of a child in accordance with the Family and Medical Leave Act (FMLA) and/or the Massachusetts Parental Leave Act, M.G.L. c. 149, § 105D (MPLA). Except in case of emergency, a request for leave shall be made as soon as practicable, and in no event later than two weeks in advance of the commencement of the leave and must include notice of intent to return.
 - 17.3.2 A teacher shall be entitled to use accumulated paid sick leave for any period of physical disability due to the pregnancy and/or birth, as certified in writing by the teacher's attending physician. The Superintendent may require an employee returning to work after a period of sick leave usage of ten (10) consecutive days or more to produce medical certification of fitness to resume work before returning.
 - 17.3.3 As soon as practical, said teacher shall submit a certificate from her physician attesting to:
 - a. The last date on which the teacher will be physically able to perform the normal duties of the position.
 - b. The anticipated delivery date.
 - 17.3.4 In addition to the leave set forth in Section 17.3.1, teachers shall be entitled to leave without pay or increment for a period not exceeding one (1) year for reasons of childrearing immediately following the birth or adoption of a child.

Notice of intent to return from leave must be given by April 1st of the year in which the teacher intends to return and said return shall be at the beginning of the school year. The teacher shall be restored as soon as practicable to the position held when the leave began, if available, or to a substantially equivalent position.

17.3.5 Leave under this Agreement, including in accordance with the MPLA and/or FMLA, shall run concurrently, and neither the FMLA nor the MPLA shall increase or decrease the length of leave available to eligible employees under this Agreement.

17.4 General

17.4.1 Any faculty member on an unpaid leave of absence will upon his/her return be placed on the salary schedule at the step held by such faculty member at the time such leave commenced.

17.4.2 Any faculty member approved for such leave as outlined in 17.1, 17.2 and 17.3 of this Article will retain accrued sick leave and step level held at the time such leave commenced.

17.5 The Sabbatical and Extended Professional Leave provisions of Article 17 shall not apply to the position of School Nurse.

ARTICLE XVIII PERSONAL INJURY BENEFITS

18.1 The Committee agrees that the provisions set forth in Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts providing for benefits to employees in the event of incapacity or death arising out of employment shall be accepted and applied to members of the Association.

ARTICLE XIX INSURANCE AND ANNUITY PLAN

19.0 Coverages

19.1 Fifty percent (50%) of the cost of the following types of insurance coverage will be paid for each teacher:

19.1.1 A \$2,000 term life insurance plan of the type presently available to teachers and is the maximum sum permitted under Chapter 32B, Section II of the General Laws.

19.1.2 Effective July 1, 2009, the District will join the Group Insurance Commission (“GIC”) pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the “PEC Agreement”). As of the effective date of the District’s inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provisions of health insurance benefits shall not be governed by the terms of the parties’ Collective Bargaining Agreement. A copy of the PEC Agreement is attached hereto as Appendix L.

- 19.1.3 The School Committee and the administration will cooperate with the Association in arranging, at no expense to the Committee, a group dental plan, the premiums for which will be borne entirely by the participating employees.
- 19.1.4 Effective July 1, 1993, the School Committee will implement Section 125 of the IRS Code as a tax shelter benefit as it pertains to health insurance premiums. Effective January 1, 2006, to the extent permitted by applicable federal laws and regulations, including but not limited to applicable IRS Code provisions, the Cafeteria Plan will be expanded to enable teachers to pay with pre-tax earnings for uninsured medical expenses for themselves and their dependents (MEDCAP) and for the day care expenses for themselves and their dependents and for day care expenses for their children and/or elderly parents or others who are their dependent (DECAP).
- 19.2 Annuity
- 19.2.1 Teachers will be eligible to participate in a "sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

ARTICLE XX PROTECTION

- 20.1 Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent-Director in writing.
- 20.2 This report will be forwarded to the 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. The teacher must file assault charges with the courts in such cases.
- 20.3 If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceeding if he/she requests such assistance, and provided that the teacher was not in violation of the Committee's policies relating thereto. The provisions of Chapter 41, Section 100 C will apply in this case.

ARTICLE XXI SUBSTITUTE TEACHERS

- 21.1 It shall not be the policy of the Committee to require teachers to use their preparation periods to substitute for other teachers.
- 21.2 The Committee will make every reasonable effort to provide substitutes.
- 21.3 In situations where substitutes are necessary but not available, the Superintendent- Director may assign a teacher and/or Lead Teacher to use his/her preparation period for substituting. Such requests shall be distributed on an equitable rotating basis among all teachers in the affected department. In the event that there are no available teachers in the affected department, then such requests shall be distributed on an equitable rotating basis among all

teachers in the school.

- 21.4 This Article does not apply to Student Services Personnel; however, Student Services Personnel will cover for one another where applicable, but will not be required to cover for classroom or shop teachers.
- 21.5 The provisions of Article 21 shall not apply to the position of School Nurse.

ARTICLE XXII TEXTBOOKS AND TOOLS

- 22.1 Textbooks
 - 22.1.1 The Committee guarantees that it will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use.
- 22.2 Tools and Equipment
 - 22.2.1 The Committee guarantees that it will provide sufficient small tools and equipment for all students in vocational and lab programs.
 - 22.2.2 While the selection of textbooks remains a responsibility of the Committee acting on the recommendation of the Superintendent-Director, it is agreed that prime consideration will be given to the views of the appropriate Lead Teacher who will make his/her desires known to the administration. Before a new textbook is adopted, the advice of the appropriate Lead Teacher will be sought.
- 22.3 The provisions of Article 22 shall not apply to the position of School Nurse.

ARTICLE XXIII ACADEMIC FREEDOM

- 23.1 The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to, and relationships with, students and/or the school system.
- 23.2 Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours), or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 23.3 The Committee recognizes the fact that teachers must be free to digress from their formal course outlines during the instructional process, but only to the extent that such digression is not knowingly in conflict with educational policies otherwise established by the Committee. The Committee maintains that academic freedom for the teacher, although most important, cannot be absolute. Academic freedom as outlined in this Article must be subject to the same limitations as "the right of free speech". It must not be defamatory, obscene, or subversive. In the consideration of academic freedom for the teacher, the Committee must remind the Association of their ethical obligations to the pupils,

the parents, the Committee and the community.

23.4 The provisions of Article 23 shall not apply to the position of School Nurse.

**ARTICLE XXIV
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

24.1 Workshops, Seminars, Conferences

24.1.1 The Committee will pay the reasonable expenses (including registration fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars and conferences at the request of and with the advance approval of the Superintendent- Director. It is further understood that all courses and professional improvement sessions for obtaining the required certification to teach or to continue to teach as set forth by the Department of Elementary and Secondary Education and the Committee shall be taken at the individual expense of the teacher. It is further understood that lateral increment adjustments provided for in the preparation schedule automatically make allowances for professional improvement expense.

24.2 Tuition Reimbursement

24.2.1 The Committee will reimburse teachers for tuition costs and/or expenses in connection with approved courses taken at an accredited institution of higher education.

24.2.2 All courses for which a teacher seeks reimbursement must have the advance approval of the Superintendent-Director or his/her designee. The reimbursement amount for courses taken will be two hundred dollars (\$200.00) per credit and other expenses directly related to the course of study or institutional charges. No teacher may receive more than one thousand two hundred dollars (\$1,200.00) in any fiscal year. Reimbursement shall be paid within forty-five (45) days of the submission of evidence of course completion and proof of payment up to District cap of thirty-six thousand dollars (\$36,000.00) per fiscal year. An e-mail or printout of a passing grade report from the institution shall satisfy the evidence requirement.

Courses must be approved and completed in the same fiscal year; no reimbursement will be made for courses approved or completed in a prior fiscal year.

24.2.3 Licensure Degree Program Reimbursement

Teachers who enroll in a degree program that is a requirement for licensure may apply for a lump sum reimbursement. The first four (4) teachers who apply for and are approved for reimbursement under this section in a given fiscal year, will, upon completion of the degree program, receive three thousand six hundred dollars (\$3,600.00). Teachers approved for reimbursement under this provision are not eligible to receive reimbursement under 24.2.2.

24.3 A teacher who passes the MTELS RETELL test during the period of September 2021 through August 31, 2024 shall be reimbursed for the cost of the test in accordance with the requirements of Section 24.2.2.

**ARTICLE XXV
REDUCTION IN FORCE**

25.1 Reservation of Rights

25.1.1 The Committee retains the exclusive right to determine the number and type of teaching positions and other positions which are to be retained in the schools under its control. In the event reduction-in-force becomes necessary, such reduction shall be governed by the following:

25.2 Attrition and Seniority

25.2.1 In the event normal attrition cannot resolve the problem of reduction in force, teachers shall be laid off within the departments listed in Section 25.4.1 in the following order:

A. Teachers without professional teacher status.

B. Teachers with professional teacher status, subject to the following:

- i. Teachers with professional teacher status shall be laid off within a discipline based on teachers' job performance and the best interests of the students. For purposes of this Article, teachers' job performance shall be determined based on the teachers' summative overall evaluation ratings over the past five (5) school years; ratings of "Proficient" and "Exemplary" shall be considered equal. In the event that the Superintendent determines two or more teachers to be equally situated upon evaluation of the above criteria, then the teacher(s) shall be laid off in inverse order of seniority.

25.3 Definitions

For the purpose of this section, the following definitions shall be in effect:

25.3.1 "Qualified" shall mean that the teacher has on file with the Committee written evidence from the Department of Education that he/she is either certified or approved in accordance with Massachusetts law. Such evidence must be on file with the Committee by October 1 of the academic year in which the seniority list used for the particular layoffs is issued.

25.3.2 "Seniority" is defined in terms of the number of years, months and days of consecutive service, including paid leave, but not including unpaid leave, granted by the Committee, commencing on the actual date of service with pay (not date of hire) as an elected and/or appointed professional teacher, counselor, or administrator of the School Committee, including all time spent both in and out of the bargaining unit while employed by the Committee.

25.3.3 "Seniority List" shall mean a list specifying in order of the highest to the lowest seniority, the relationship of each teacher in the department. In the event there are two or more teachers in a department employed on the same date, all such persons shall be identically placed on the seniority list. The administration reserves the right to dismiss particular employees when there is a tie.

25.3.4 "Department" shall mean the particular academic or vocational department to which the teacher is assigned. In the event that a teacher is assigned to teaching duties in more than one department, the department in which the majority of his/her teaching duties occur shall for purposes of this Article be deemed to be the department to which that individual is assigned.

25.3.5 "Recall" shall mean the process by which laid-off teachers shall be offered positions as they become available.

25.4 Seniority Units

25.4.1 For purposes of the seniority list, departments will be designated as follows:

Vocational & Technical

- Auto Collision Repair and Re-Finishing
- Automotive Technology
- Computer Technology
- Construction Technology
- Cosmetology Culinary
- Arts Drafting & CAD
- Early Education & Care
- Electrical
- Electronics
- Engineering
- Graphic Communications
- Health Occupations
- HVAC & R
- Legal and Protective Services / Criminal Justice
- Metal Fabrication and Joining Technologies
- Licensed Practical Nursing
- Design and Visual Communications

Academic and Other

- English and Languages
- Guidance
- Math
- Physical Education/Health
- Science
- Social Studies
- Special Education

25.4.2 If new departments are added to the curriculum, these departments will be added to the Seniority List.

25.5 Layoff Procedure

25.5.1 In the event a teacher is laid-off, he/she shall have the following rights:

With the exception of LPN Instructors, the right to be notified in writing not later than April 15th of the fact that his/her services will be terminated due to layoff at the end of the school year. For LPN Instructors, the right to be notified in writing not later than July 15th of the fact that his/her services will be terminated due to layoff. Such notification can take the form of a letter from the Superintendent-Director and does not require a vote of the School Committee on the teacher's termination prior to April 15th.

25.5.1.2 The right to a recall period of two (2) years from the effective date of the lay-off.

During the recall period, the teacher shall be notified by certified mail to his/her last address of record, and given preference in order of his/her position on the seniority list for openings for which he/she is qualified. Upon return from recall status, all benefits to which the teacher was entitled at the time of lay-off shall be restored. During such recall period the teacher shall be given preference as a substitute teacher.

Teachers shall be required to leave a forwarding address. A failure to provide a current mailing address or a failure to respond to and/or accept an offer of recall within twenty- one (21) calendar days of the sending of the notification will result in the forfeiture of all recall rights.

25.5.1.3 The right to continue group Health and Life Insurance during recall period with the teacher paying the full premium cost. If the teacher fails to make payments or fails to return to work on recall when due, benefits shall be terminated.

25.5.1.4 The right to a written report on the status of the reasons for the lay-off when such report is requested.

25.6 Recall Period

25.6.1 While teachers continue on lay-off, the Committee agrees not to hire any new teachers unless:

25.6.1.1 No teacher on lay-off is qualified to fill a position.

25.6.1.2 All qualified teachers on lay-off declined an offer to fill the vacancy.

25.7 Seniority List

25.7.1 The Superintendent-Director shall provide a seniority list to the Association President no later than the first Monday in November. The Association President will distribute the list to members of the bargaining unit within five (5) school days after receipt from the Superintendent-Director. A teacher will have five (5) school days from the day the list is made available to him/her to notify the Superintendent-Director of any disagreements that he/she has with his/her placement on the list. If a teacher does not notify the Superintendent-Director of his/her disagreement within this five (5) day period, he/she will be taken to have waived his/her access to the grievance/arbitration procedure on this matter.

25.7.2 If a teacher has notified the Superintendent-Director of a problem, and if the matter remains

unresolved, the Superintendent-Director shall within ten (10) school days of this notification meet with the individual to resolve the dispute. The Superintendent-Director shall have five (5) school days after said meeting to issue a decision.

- 25.7.3 The above procedure shall not in any way restrict an individual's right to utilize the grievance/arbitration procedure if the above procedure does not resolve the dispute. If a grievance is filed, it will be filed initially at Level Two of the grievance procedure. The time limits of the grievance procedure shall begin on the date that the Association makes the seniority list available to members of the bargaining unit.
- 25.8 All notifications to individual teachers required by this Article shall be simultaneously made to the Association.
- 25.9 The Committee shall promulgate guidelines to resolve ties before January 31st in the year of reduction in force.
- 25.10 The provisions of Article 25 shall not apply to the position of School Nurse.

**ARTICLE XXVI
STRIKES AND PUBLIC PRESSURE**

- 26.1 During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in any strike, work stoppage, slowdown or withholding of services or other illegal activity directed against the Committee. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided however, that the question of their participation shall itself be subject to grievance and arbitration procedure.

**ARTICLE XXVII PAYROLL
DEDUCTIONS**

- 27.1 Dues Deduction
 - 27.1.1 The Committee agrees to deduct from the salaries of Association members' dues for the Blue Hills Regional Educational Association, Massachusetts Teachers' Association and/or the National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the committee to deduct, and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing in the form set forth below:

"DUES AUTHORIZATION CARD"

Name

Address

I hereby request and authorize the Blue Hills Regional District School Committee to deduct from my earnings and transmit to the Associations checked below, an amount sufficient to provide for regular payment of the membership dues as certified by such Associations in ten (10) equal payments over the

remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions only if I give the Committee sixty (60) days advance written notice to do so.

I hereby waive all right and claim for said monies so deducted, and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability therefor.

TEACHER ORGANIZATIONS:

- Blue Hills Regional Educational Association
- Massachusetts Teachers' Association
- National Education Association

Dated Teacher's Signature

27.1.2 Each of the Associations named in 27.1.1 will certify to the Committee, in writing, the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days' written notice prior to the effective date of such change.

27.1.3 Deductions referred to in 27.1.1 will be made in equal installments from such paycheck beginning with the first paycheck in October, or the first paycheck following the delivery of the teacher authorization to the Committee. The Committee will not, however, be required to honor for any paycheck deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

27.1.4 Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association concerned sixty (60) days' advance written notice.

27.2. Agency Fee

Commencing on September 1, 1993, every employee covered by this Agreement if and when not a Member in good standing of the Association, shall pay or, by payroll deduction, shall have paid to the Association an agency service fee of One Hundred Percent (100%) of the affiliated dues; provided, however, that in no case shall such condition arise before the thirtieth (30th) day next following the date of the beginning of the employee's employment on the effective date of this Agreement, whichever date shall be later. An employee paying the agency service fee to the Association as provided herein may obtain from the Association a rebate of a pro rata share of certain expenditures of the Association, said expenditures as defined in G.L. c.150E, Section 12.

Commencing on September 1, 1993, said agency fee requirement will apply to employees hired prior to that date except that any such employees who have been continuously employed thereafter shall not be subjected to dismissal by reason of their failure to pay said fee or cause it to be paid as stated above, but alternatively will be exposed to civil liability or payment. Collection of such delinquent agency service fees shall be solely the responsibility of the Association, and the Committee shall not be required to take any action in regard to the continued employment of said delinquent

employees.

For employees hired on or after September 1, 1993 payment of agency service fee shall constitute a condition of continued employment.

The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this section, including but not limited to the failure of the Committee to notify any teacher on or before the teacher's initial employment date after August 31, 1993 of such teacher's obligation to join the Association or to pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or on behalf of such individual teacher.

Newly hired teachers shall be required to sign a form acknowledging receipt of such notice from the school department. A copy of such form shall be supplied to the Association by the department.

ARTICLE XXVIII GENERAL

- 28.1 As sole collective bargaining agent, the Association shall continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status. The Association shall represent equally all such teachers as established in 1.2.1 without regard to membership, participation in or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status or participation in or association with the activities of any employee organization.

ARTICLE XXIX DURATION

- 29.1 Subject to the provisions of 29.1, 29.2.1 and 29.2.2, this Agreement will be in effect as of September 1, 2021 and will continue and remain in full force and effect until August 31, 2024. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Committee or Association gives written notice to the other no later than ninety (90) days prior to the aforesaid expiration date of any anniversary thereof of its desire to reopen this Agreement and to negotiate over terms of a successor Agreement. If the Association or the committee does choose to reopen the Agreement, the Committee or the Association will notify the other party in writing of the specific Articles contained in the Agreement which they desire to modify, and the Articles not so specified for change will become incorporated into the new Agreement.
- 29.2.1 If the Committee or Association choose to reopen this Agreement as outlined in 29.1 of this Article, both parties will make every effort to come to an agreement on the new Contract being negotiated by November 1, 2023, due to the budgetary requirements of the Blue Hills Regional Vocational School District Agreement.

29.2.2 The provisions of this Contract will remain in full force and effect until August 31, 2024. If the Agreement is reopened pursuant to 29.1 and negotiations are not completed by the expiration date, August 31, 2024, all the terms of this Agreement shall be automatically extended without change until negotiations are concluded, except for longevity or vertical step increments (Article 3, 3.3 and 3.11 - Salaries) which will be paid retroactively upon the conclusion of negotiations.

APPENDIX A
DEFINITION OF LEVELS

I. Schematic of Level Definitions

Schematic of Level Definitions of Pathways to Advanced Preparational Attainment.

A - LEVEL
(ABL) - (VL)

A+15 LEVEL
(ABL + 15) - (VL + 15)

B-LEVEL – TRADITIONAL
(M) - (VL+30)-(VL+A)

B+15 – TRADITIONAL
(M+15) (VL+45) (VL+A+15)

C LEVEL – TRADITIONAL
(M+30) (VL+60) (VL+A+30)

C+15 – TRADITIONAL
(M+45) (VL+BS)

D-LEVEL – TRADITIONAL
(M+60) (VL+M+8) (VL+M)

SCHEMATIC LEGEND

ABL = Academic Bachelors Degree + Licensure
VL = Vocational Teacher Licensure
M = Master's Degree
VL+A = Vocational Licensure & Associate Degree
VL+BS = Vocational Licensure & Bachelors Degree
VL+M = Vocational Licensure & Master's Degree

NOTE: All official interpretation of above legend will be outlined in the following General Definition of Levels.

II. Definition of Levels

A. A Level

The A Level for salary scheduling purposes shall refer to the Bachelors level for academic teachers and the vocational teaching licensure requirement level as required by the Department of Elementary and Secondary Education for vocational teachers.

B. A + 15 Level

1. Academic teachers are eligible for this level upon submission of 15 graduate credits toward a Master's Degree. Vocational-Technical teachers must have 15 credits toward an approved undergraduate program for a Bachelors Degree to attain this level. Vocational or technical courses, taken in the area in which the applicant is teaching, upon the approval of the Superintendent may be applied toward this level.
2. Courses and credits for application to this level must be taken after employment with the Regional School District.
3. Teachers anticipating lateral advance beyond the A + 15 Level must have all the requirements set forth in the (A) and (A + 15) levels as listed above.

C. B Level

1. The B Level will refer to the Master Degree level for academic teachers and to the 30-credit level for vocational teachers. These 30 credits must be toward an approved program outlined for a Bachelors Degree, or they may be in the area of professional improvement in the trade or technical subject in which the teacher is involved and proposes his/her improvement. Such trade-technical courses must have the prior approval of the Superintendent.
2. Vocational technical instructors having an Associate Degree and having been approved and licensed by the Department of Elementary and Secondary Education, are eligible for this level.
3. Licensed Academic teachers submitting thirty (30) semester hours of credit in the major area of specialization and assignment, and having had prior approval of the Superintendent or his/her designee for such courses, are eligible for B Level.
4. All instructional personnel submitting credit in evidence for this level, other than a Master's Degree or an Associate's Degree, must have earned such credit while in the employ of the Blue Hills Regional Vocational School District.

D. B + 15 Level

1. Academic teachers having a Master's Degree are eligible for this level upon submission of 15 approved credits beyond the Master's Degree. Vocational-Technical teachers are eligible for this level upon submission of 45 undergraduate credits toward an approved Bachelor's Degree Program.

Licensed Vocational-Technical teachers with an Associate Degree, upon submission of 15 credits beyond the B Level toward a Bachelor's Degree program, are eligible for this level.

2. Licensed academic teachers having 15 credits previously approved by the Superintendent or his/her designee in the major area of the teacher's specialization and assignment beyond the "B" Level are eligible for B+15.
3. All instructional personnel to be eligible for Level B+15, must have attained the B Level while in the employ of the Blue Hills Regional Vocational School

E. C Level

1. The C Level will require 30 graduate credits beyond the Master's Degree level for academic teachers and 60 credits beyond the vocational licensure requirements for a Vocational-Technical teacher with an Associate Degree. Such credits must be attained at an accredited institution.
2. For academic teachers, a Master's Degree is required for this level.

F. C + 15 Level

1. The C + 15 Level shall refer to 45 credit hours of graduate study beyond the Master's Degree level for academic teachers.
2. For Vocational teachers C+15 shall refer to Vocational Licensure, as well as a Bachelor's degree from an accredited institution.

G. D Level

1. Traditional
 - a. The D Level will refer to 60 credit hours of graduate study beyond the Master's Degree from an accredited institution for the academic teacher, and a Master's Degree from an accredited institution for the Vocational-Technical teacher, as well as professional Vocational licensure.

H. The initial placement of a vocational teacher will reflect the actual degree that the teacher has earned. There shall be no lateral movement beyond that point until the teacher has achieved Professional Licensure as a vocational instructor from the Department of Elementary and Secondary Education.

I. Notwithstanding any other provision of this Agreement:

1. At the time of initial hire, the Superintendent-Director has the authority to place teachers on intermediate initial columns where exceptional coursework or value to the school has been determined.
2. The Superintendent-Director has similar authority to authorize lateral movement for non-graduate level work which has a direct benefit to the school.

It is understood that the intent of sections 1 and 2 above is to allow the Superintendent-Director to place teachers on a higher column than what is required by contract.

J. Sheltered English Immersion/Rethinking Equity in Teaching for English Language Learners (SEI/RETELL)

Any teacher who earns the SEI RETELL endorsement either through coursework or passing the MTELS RETELL test, during the period of September 01, 2021 through August 31, 2024, shall receive three (3) increment credits that may be utilized toward lateral advancement on Appendix B Salary Schedule.

Blue Hills 2021-2022

Increase 2.5%

APPENDIX B-1

Salary Schedule for Instructional Staff and School Nurse

Effective September 1, 2021 – 2.5% Increase

TRADITION AL	ABL	ABL+1 5	ABL+30/ M	M+15	M+30	M+45	M+60
VOCATION AL	VL	VL+15	VL+30	VL+45	VL+60	VL+BS	VL+M
			VL+A	VL+A+ 15	VL+A+ 30		

NOTE: FOR CONTRACTUAL REFERENCE TO ADVANCEMENT, REFER TO GENERAL DEFINITION OF LEVELS (APPENDIX A)

PERIODS	STEPS	A	A+15	B	B+15	C	C+15	D
I	1	52,894	55,010	57,128	59,243	61,357	63,471	65,589
	2	56,067	58,185	60,296	62,416	64,531	66,644	68,760
II	3	59,243	61,357	63,471	65,589	67,706	69,821	71,936
	4	62,416	64,531	66,644	68,760	70,880	72,994	75,109
III	5	65,589	67,706	69,821	71,936	74,049	76,168	78,282
	6	68,760	70,880	72,994	75,109	77,225	79,342	81,457
IV	7	71,936	74,049	76,167	78,281	80,400	82,516	84,631
	8	75,109	77,225	79,342	81,457	83,573	85,687	87,802
V	9	78,282	80,400	82,516	84,631	86,746	88,861	90,979
	10	81,457	83,573	85,687	87,802	89,921	92,037	94,150
VI	11	85,161	87,274	89,392	91,505	93,622	95,739	97,853
	12	88,861	90,979	93,095	95,208	97,326	99,440	101,554

ABL = Academic Bachelor's Degree & Licensure

VL = Vocational Teacher Licensure

M = Master's Degree

VL+A = Vocational Licensure & Associate Degree

VL+BS = Vocational Licensure and Bachelor's Degree

Blue Hills 2022-2023

Increase 2.25%

APPENDIX B-2

Salary Schedule for Instructional Staff and School Nurse

Effective September 1, 2022 – 2.25% Increase

TRADITION AL	ABL	ABL+ 15	ABL+3 0/M	M+15	M+30	M+45	M+60
VOCATION AL	VL	VL+1 5	VL+30	VL+45	VL+60	VL+B S	VL+ M
			VL+A	VL+A+ 15	VL+A+ 30		

NOTE: FOR CONTRACTUAL REFERENCE TO ADVANCEMENT, REFER TO GENERAL DEFINITION OF LEVELS (APPENDIX A)

PERIODS	STEPS	A	A+15	B	B+15	C	C+15	D
I	1	54,084	56,247	58,413	60,576	62,737	64,900	67,065
	2	57,328	59,494	61,653	63,820	65,983	68,144	70,307
II	3	60,576	62,737	64,900	67,065	69,230	71,392	73,555
	4	63,820	65,983	68,144	70,307	72,475	74,637	76,799
III	5	67,065	69,230	71,392	73,555	75,715	77,882	80,043
	6	70,307	72,475	74,637	76,799	78,963	81,127	83,290
IV	7	73,555	75,715	77,881	80,042	82,209	84,373	86,535
	8	76,799	78,963	81,127	83,290	85,453	87,615	89,777
V	9	80,043	82,209	84,373	86,535	88,698	90,860	93,026
	10	83,290	85,453	87,615	89,777	91,944	94,108	96,268
VI	11	87,077	89,238	91,404	93,564	95,729	97,893	100,055
	12	90,860	93,026	95,189	97,350	99,516	101,677	103,839

ABL = Academic Bachelor's Degree & Licensure

VL = Vocational Teacher Licensure

M = Master's Degree

VL+A = Vocational Licensure & Associate Degree

VL+BS = Vocational Licensure and Bachelor's Degree

Blue Hills 2023-2024

Increase 2.0%

APPENDIX B-3

Salary Schedule for Instructional Staff and School Nurse

Effective September 1, 2023 – 2.0% Increase

TRADITION AL	ABL	ABL+ 15	ABL+3 0/M	M+15	M+30	M+45	M+60
VOCATION AL	VL	VL+1 5	VL+30	VL+45	VL+60	VL+BS	VL+ M
			VL+A	VL+A+ 15	VL+A+ 30		

NOTE: FOR CONTRACTUAL REFERENCE TO ADVANCEMENT, REFER TO GENERAL DEFINITION OF LEVELS (APPENDIX A)

PERIODS	STEPS	A	A+15	B	B+15	C	C+15	D
I	1	55,166	57,372	59,581	61,787	63,992	66,198	68,407
	2	58,475	60,684	62,886	65,096	67,303	69,507	71,714
II	3	61,787	63,992	66,198	68,407	70,614	72,820	75,026
	4	65,096	67,303	69,507	71,714	73,925	76,129	78,335
III	5	68,407	70,614	72,820	75,026	77,230	79,440	81,644
	6	71,714	73,925	76,129	78,335	80,542	82,750	84,956
IV	7	75,026	77,230	79,439	81,643	83,853	86,060	88,266
	8	78,335	80,542	82,750	84,956	87,162	89,367	91,573
V	9	81,644	83,853	86,060	88,266	90,472	92,677	94,886
	10	84,956	87,162	89,367	91,573	93,783	95,990	98,193
VI	11	88,818	91,023	93,232	95,435	97,643	99,851	102,056
	12	92,677	94,886	97,093	99,297	101,506	103,710	105,916

ABL = Academic Bachelor's Degree & Licensure

VL = Vocational Teacher Licensure

M = Master's Degree

VL+A = Vocational Licensure & Associate Degree

VL+BS = Vocational Licensure and Bachelor's Degree

APPENDIX C

LEAD TEACHERS

<u>Number of Teachers in Department</u>	<u>Annual Stipend 2021</u>	<u>Annual Stipend 2022</u>	<u>Annual Stipend 2023</u>
1	\$753	\$770	\$786
2	\$1,507	\$1,540	\$1,571
3	\$2,197	\$2,246	\$2,291
4	\$2,825	\$2,889	\$2,946
5	\$3,389	\$3,466	\$3,535
6	\$3,892	\$3,979	\$4,059
7	\$4,331	\$4,428	\$4,517
8	\$4,708	\$4,814	\$4,910
9 or more	\$5,022	\$5,135	\$5,238

Refer to Appendix G (*Attachment 1*) for red-circling provisions applicable to members who held Cluster Chair or Lead Teacher positions during the 2007-2008 school year and to whom red-circling provisions remain applicable, as modified therein, for the period of the 2014-2017 Collective Bargaining Agreement.

Appendix C shall not apply to the position of School Nurse.

APPENDIX D

STUDENT ADVISORS

	2.50% 2021-2022	2.25% 2022-2023	2.00% 2023-2024
High School Yearbook	\$3,512	\$3,591	\$3,663
High School Asst. Yearbook	\$1,740	\$1,779	\$1,815
Student Council Chair	\$2,244	\$2,295	\$2,341
Senior Class Advisor	\$2,900	\$2,965	\$3,024
Junior Class Advisor	\$2,320	\$2,372	\$2,419
Sophomore Class Advisor	\$1,882	\$1,924	\$1,962
Freshman Class Advisor	\$1,882	\$1,924	\$1,962
Skills USA Chapter Advisor	\$2,740	\$2,802	\$2,858
Skills USA Vocational Area Advisors (Each)	\$252	\$258	\$263
National Honor Society	\$2,394	\$2,448	\$2,497
Multicultural Coalition Advisor	\$1,882	\$1,924	\$1,962
Gay/Straight Alliance Advisor	\$1,882	\$1,924	\$1,962
Math Club Advisor	\$1,755	\$1,794	\$1,830
Students Against Destructive Decisions	\$1,950	\$1,994	\$2,034
Newspaper Advisor	\$2,685	\$2,746	\$2,801
Non-Traditional by Gender Advisor	\$1,606	\$1,643	\$1,675
Robotics Club Advisor	\$1,826	\$1,867	\$1,904
New Teacher Mentor Coordinator	\$2,008	\$2,053	\$2,094
Individual Staff Mentors (Each)	\$703	\$719	\$733
Anime Club Advisor	\$1,391	\$1,422	\$1,451
Green Team Advisor	\$1,391	\$1,422	\$1,451

The inclusion of a particular advisor on the list set forth at Appendix D does not obligate the Committee to fill or retain the position. Appointment to advisor positions is annual.

COACHES AND INTRAMURAL SPORTS

I. COACHES STIPEND

<u>Fall Sports</u>		<u>Year</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	<u>Level V</u>
1. Football							
	2.50%	2021-2022	\$7,213	\$7,878	\$8,545	\$9,212	\$9,878
	2.25%	2022-2023	\$7,375	\$8,055	\$8,737	\$9,419	\$10,100
	2%	2023-2024	\$7,522	\$8,216	\$8,912	\$9,608	\$10,302
2. Soccer							
	2.50%	2021-2022	\$4,884	\$5,216	\$5,550	\$5,993	\$6,436
	2.25%	2022-2023	\$4,994	\$5,334	\$5,675	\$6,128	\$6,581
	2%	2023-2024	\$5,094	\$5,440	\$5,789	\$6,250	\$6,713
3. Volleyball							
	2.50%	2021-2022	\$4,884	\$5,216	\$5,550	\$5,993	\$6,436
	2.25%	2022-2023	\$4,994	\$5,334	\$5,675	\$6,128	\$6,581
	2%	2023-2024	\$5,094	\$5,440	\$5,789	\$6,250	\$6,713
4. Cross Country							
	2.50%	2021-2022	\$3,109	\$3,330	\$3,551	\$3,774	\$3,994
	2.25%	2022-2023	\$3,179	\$3,405	\$3,631	\$3,859	\$4,084
	2%	2023-2024	\$3,242	\$3,474	\$3,704	\$3,936	\$4,166
5. Golf Team							
	2.50%	2021-2022	\$3,109	\$3,330	\$3,551	\$3,774	\$3,994
	2.25%	2022-2023	\$3,179	\$3,405	\$3,631	\$3,859	\$4,084
	2%	2023-2024	\$3,242	\$3,474	\$3,704	\$3,936	\$4,166
<u>Winter Sports</u>		<u>Year</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>	<u>Level V</u>
1. Basketball							
	2.50%	2021-2022	\$5,770	\$6,213	\$6,881	\$7,324	\$7,770
	2.25%	2022-2023	\$5,900	\$6,353	\$7,035	\$7,489	\$7,945
	2%	2023-2024	\$6,018	\$6,480	\$7,176	\$7,638	\$8,104
2. Hockey							
	2.50%	2021-2022	\$5,770	\$6,213	\$6,881	\$7,324	\$7,770
	2.25%	2022-2023	\$5,900	\$6,353	\$7,035	\$7,489	\$7,945
	2%	2023-2024	\$6,018	\$6,480	\$7,176	\$7,638	\$8,104

3. Swimming

2.50%	2021-2022	\$5,770	\$6,213	\$6,881	\$7,324	\$7,771
2.25%	2022-2023	\$5,900	\$6,353	\$7,035	\$7,489	\$7,946
2%	2023-2024	\$6,018	\$6,480	\$7,176	\$7,638	\$8,104

Cheerleading - Football, Basketball, & Hockey

2.50%	2021-2022	\$1,441	\$1,607	\$1,777	\$1,942	\$2,107
2.25%	2022-2023	\$1,474	\$1,644	\$1,817	\$1,985	\$2,154
2%	2023-2024	\$1,503	\$1,676	\$1,853	\$2,025	\$2,197

Athletic Director

2.50%	2021-2022	\$8,528	\$9,742	\$10,957	\$12,170	\$13,385
2.25%	2022-2023	\$8,720	\$9,962	\$11,203	\$12,444	\$13,686
2%	2023-2024	\$8,894	\$10,161	\$11,428	\$12,693	\$13,960

Athletic Trainer

2.50%	2021-2022	\$18,891
2.25%	2022-2023	\$19,316
2%	2023-2024	\$19,703

Spring Sports

Year Level I Level II Level III Level IV Level V

1. Baseball

2.50%	2021-2022	\$4,884	\$5,216	\$5,550	\$5,993	\$6,436
2.25%	2022-2023	\$4,994	\$5,334	\$5,675	\$6,128	\$6,581
2%	2023-2024	\$5,094	\$5,440	\$5,789	\$6,250	\$6,713

2. Softball

2.50%	2021-2022	\$4,884	\$5,216	\$5,550	\$5,993	\$6,436
2.25%	2022-2023	\$4,994	\$5,334	\$5,675	\$6,128	\$6,581
2%	2023-2024	\$5,094	\$5,440	\$5,789	\$6,250	\$6,713

3. Track

2.50%	2021-2022	\$4,884	\$4,916	\$5,232	\$5,648	\$6,066
2.25%	2022-2023	\$4,994	\$5,027	\$5,349	\$5,775	\$6,202
2%	2023-2024	\$5,094	\$5,127	\$5,456	\$5,890	\$6,326

4. Lacrosse

2.50%	2021-2022	\$4,884	\$4,916	\$5,232	\$5,648	\$6,066
2.25%	2022-2023	\$4,706	\$5,027	\$5,349	\$5,775	\$6,202
2%	2023-2024	\$4,800	\$5,127	\$5,456	\$5,890	\$6,326

4. Rugby

2.50%	2021-2022	\$4,884	\$4,916	\$5,232	\$5,648	\$6,066
2.25%	2022-2023	\$4,994	\$5,027	\$5,349	\$5,775	\$6,202
2%	2023-2024	\$5,094	\$5,127	\$5,456	\$5,890	\$6,326

II. INTRAMURAL SPORTS

Coordinator

2021-2022	\$570	per sport to a maximum of	\$2,876
2022-2023	\$583	per sport to a maximum of	\$2,940
2023-2024	\$595	per sport to a maximum of	\$2,999

Three Seasons - Fall, Winter, & Spring

2021-2022	\$1,330	\$1,441	\$1,553	\$1,663	\$1,777
2022-2023	\$1,360	\$1,474	\$1,588	\$1,701	\$1,817
2023-2024	\$1,387	\$1,503	\$1,620	\$1,735	\$1,853

The number of activities per season shall be determined by the Coordinator with the approval of the Superintendent-Director.

III. COACHING PROMOTIONS

A. Salary Placement

1. An Assistant Coach who is promoted to Head Coach will be placed on the Head Coaching Salary Schedule at a position corresponding to the next higher monetary increase over the assistant coach's present salary. An exception to this is that when an assistant coach who was on maximum salary as an assistant coach is promoted to head coach within that same sport, said coach shall be placed at Level III for salary purposes.
2. A coach appointed from outside the system shall be placed on the schedule at the level appropriate to his outside experience in that position.
3. Assistant High School Coaches of approved sports programs, except Girls' Basketball, Boys' Basketball, and Volleyball, will receive sixty percent (60%) of the Head Coach's salary in the level category for which they have been appointed or to which they are due to advance. Assistant High School Coaches of Girls' Basketball, Boys' Basketball, and Volleyball will receive eighty percent (80%) of the Head Coach's salary in the level category for which they have been appointed or to which they are due to advance. Freshman Coaches of Girls' Basketball, Boys' Basketball, and Volleyball will receive sixty percent (60%) of the Head Coach's salary in the level category for which they have been appointed or to which they are due to advance.
4. If a coach of a boys' team is selected to fill the comparable position in regard to

APPENDIX E

the girls' team in the same sport (i.e., boys' head coach becomes girls' head coach, or boys' assistant coach becomes girls' assistant coach), or vice versa, then said individual will be paid at the same level that he or she would have been paid had he or she stayed with the former team.

5. When possible, a check, separate from the teaching salary check, shall be issued to each Coach at the conclusion of his or her season with the approval of the Athletic Director.

B. Appointments

1. It is agreed that all athletic appointments as listed under Appendix E must be approved on an annual basis.

Appendix E shall not apply to the position of School Nurse.

AFTERNOON, EVENING SCHOOL AND SUMMER SCHOOLInstructional Staff

The payment set forth for the instructional staff shall be for clock hours and classes worked

A. Afternoon Programs/Evening School

Teachers in Afternoon Programs or Evening School for Federal, State or locally approved special projects beyond the school day, having had formal approval of the District School Committee, will be paid on the following basis.

Clock Hours of Instruction

	2021-2022	2022-2023	2023-2024
	2.50%	2.25%	2.00%
One Clock Hour	\$49.04	\$50.15	\$51.27
Two Clock Hours	\$98.09	\$100.54	\$102.55
Three Clock Hours	\$147.16	\$150.47	\$153.48

Members who are appointed to teach Evening School through the Continuing Education Program will be paid for one-half hour preparation time in addition to the clock hours of instruction for the classes in question.

B. Summer School

Classes/Day	2021-2022	2022-2023	2023-2024
	2.50%	2.25%	2.00%
1	\$49.04	\$50.15	\$51.15
2	\$98.09	\$100.29	\$102.30
3	\$147.16	\$150.47	\$153.48
4	\$196.15	\$200.57	\$204.58

**SIDE LETTER OF AGREEMENT
BETWEEN
BLUE HILLS REGIONAL SCHOOL DISTRICT COMMITTEE
AND
THE BLUE HILLS REGIONAL TECHNICAL SCHOOL EDUCATIONAL
ASSOCIATION, INC.**

This SIDE LETTER OF AGREEMENT is entered into by and between the Blue Hills Regional School District Committee (hereinafter the “Committee”) and the Blue Hills Regional Technical School Educational Association, Inc. (hereinafter the “Association”).

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement for the period of September 1, 2005 through August 31, 2008; and,

WHEREAS, the Committee and the Association have met and negotiated over the terms of a successor contract for the period of September 1, 2008 through August 31, 2011; and,

WHEREAS, during the course of the negotiations referenced above, the Committee notified the Association of its decision to engage in a reorganization eliminating all Cluster Chair positions and creating additional Lead Teacher positions; and,

WHEREAS, it is the Committee’s position that the decision to reorganize existing positions, including the decision to eliminate, combine, and/or create positions, is a non-delegable managerial prerogative and does not constitute either a mandatory subject of bargaining or a permissive subject of bargaining; however, the Committee does acknowledge that the Association has the right to demand bargaining over the impact of such decisions; and,

WHEREAS, some of the duties and responsibilities of Cluster Chairs, as well as the rates of compensation, are included in the parties’ Agreement, the Committee is willing to combine the impact bargaining of its decision with these negotiations and, as such, includes this matter herein. By doing so, the Committee does not concede or waive any of its managerial rights relative to level of service/reorganization decisions; and,

WHEREAS, the Association demanded to bargain over the impact of the Committee’s decision and agreed to incorporate these negotiations into the successor negotiations referenced above, without conceding any rights under law or contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Effective September 1, 2008, all Cluster Chair positions are eliminated.
2. Effective September 1, 2008, the following Lead Teacher positions are created:

Automotive Collision Repair and Re-Finishing
 Automotive Technology
 Business Education
 Computer Technology
 Construction Technology
 Cosmetology
 Culinary Arts
 Drafting/CAD
 Early Education & Care
 Electrical
 Electronics
 Engineering
 English & Languages
 Graphic Communications
 Guidance
 Health Occupations
 HVAC & R
 Math
 Metal Fabrication and Joining Technologies
 Physical Education/Health
 Practical Nursing
 Science
 Social Studies
 Special Education
 Visual Design

3. Effective September 1, 2009, the Business Education Lead Teacher position will be eliminated and the Business Education Staff will merge into the Math Department.
4. Lead Teachers in departments with five (5) or more teachers, including themselves, will have a reduced teaching schedule of one period per day. Notwithstanding the above, for School Year 2008-2009 only, the Science Lead Teacher will not have a reduced teaching schedule of one period per day. The Science Lead Teacher agreement is unique to the 2008-2009 School Year and shall not be cited as a past practice or precedent for the future.
5. Lead Teachers will be filled by annual appointment by the Superintendent-Director. In making September 1, 2008 appointments to Lead Teacher positions, the Superintendent-Director will not arbitrarily or capriciously deny a former Cluster Chair or Lead Teacher an appointment to a Lead Teacher position.

6. Lead Teacher Compensation:

a. Effective September 1, 2008, Lead Teachers will be compensated according to the following schedule which will be incorporated into Appendix C of the Agreement, except for those being paid pursuant to the list attached hereto as Attachment 1.

<u>Number of Teachers in Department</u>	<u>Annual Stipend</u>
1	\$600
2	\$1200
3	\$1750
4	\$2250
5	\$2700
6	\$3100
7	\$3450
8	\$3750
9 or more	\$4000

b. Members who held Cluster Chair or Lead Teacher positions during the 2007-2008 school year and who are appointed to Lead Teacher positions for the 2008-2009 school year shall be red-circled at the rate set forth at the 2007-2008 rate unless the number of teachers in the department is reduced. If the number of teachers in the department is reduced, then the following shall apply:

- 1.) if the reduction is fifty percent (50%) or less, then the stipend will be reduced proportionately subject to a maximum loss of twenty percent (20%);
- 2.) if the reduction is more than fifty percent (50%), then the stipend will be reduced proportionately subject to a maximum loss of forty percent;

provided that the reduced rate is no lower than the Lead Teacher stipend set forth in the Chart at Paragraph 6 (a), above. In such case, the member will be paid in accordance with the Chart at Paragraph 6 (a).

c. The red-circled rates referenced above are set forth in Attachment 1. The red-circled rates will remain fixed until such time as the negotiated increases for the Lead Teacher stipends, as set forth at Paragraph 6 (a) above, catch up to the red-circled rates. At that time, the higher negotiated rate for the Lead Teacher position will apply.

d. Commencing with School Year 2009-2010, if there is a change in the number of teachers in a department of a Lead Teacher named in Attachment 1, then the following shall apply:

1.) decreases in staffing shall be paid in accordance with the provisions of Paragraph 6 (b) above;

2.) increases in staffing shall be paid in accordance with the chart set forth at Paragraph 6 (a) above or the rate set forth at Attachment 1, whichever is greater.

The determination of whether there has been a change in a department shall be made as of the start of each school year.

WHEREFORE, the Committee and the Association have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this _____ day of October, 2008.

BLUE HILLS REGIONAL DISTRICT
COMMITTEE

BLUE HILLS EDUCATION
ASSOCIATION

LEAD TEACHER COMPENSATION

Attachment 1 *Refers to Teachers who were red circled in the 2008 – 2011 CBA, and are employed for all or part of this subsequent 2014-2017 CBA.*

Last Name	First Name	Department (# of teachers)	Stipend 21-22	Stipend 22-23	Stipend 23-24
Gearty	Brian	Metal Fabrication (2)	1,616	1,616	1,616
Sheehan	Michael	Drafting / CAD (2)	3,041	3,041	3,041

SIDE LETTER OF UNDERSTANDING BETWEEN
 BLUE HILLS REGIONAL SCHOOL DISTRICT COMMITTEE
 AND
 THE BLUE HILLS REGIONAL TECHNICAL SCHOOL
 EDUCATIONAL ASSOCIATION, INC.

This SIDE LETTER OF UNDERSTANDING is entered into by and between the Blue Hills Regional School District Committee (hereinafter the "Committee") and the Blue Hills Regional Technical School Educational Association, Inc. (hereinafter the "Association") and sets forth the parties' understanding of their past practices for LPN instructors with respect to Hours and Load (Article IV), Substitute Teachers (Article XXI), and Textbook and Tools (Article XXII). These provisions shall govern these subjects and it is specifically agreed that Articles IV, XXI, and XXII of the parties' Collective Bargaining Agreement are inapplicable to LPN instructors.

1. Hours and Load

- a. When Labor Day falls on September 5th, 6th, or 7th, instructors begin work on the Wednesday preceding Labor Day, and the students begin on the Thursday preceding Labor Day. Instructors shall not be required to work on the Friday before Labor Day.

When Labor Day falls on September 1st, 2nd, 3rd, or 4th, instructors begin work on the Tuesday following Labor Day, and the students begin on the Wednesday following Labor Day. The work year ends two days following LPN Program graduation.

- b. Instructors are required to work the forty (40) week work year. When the number of days in the work year extends beyond 183 days, the instructors are paid the per diem rate for each day worked beyond 183 days (per diem rate = annual Appendix B salary/183).
- c. The elapsed time of the work day is seven (7) hours for instructors.
- d. LPN instructors do not work on any day that Blue Hills Regional Technical High School is not in session except that flexibility is provided for the purpose of scheduling clinical make-up days on weekends, evening and/or over school vacations.
- e. LPN instructors are required to attend the following evening meetings: an Open House in the Fall and the Spring and an Advisory Board meeting in the Fall.
- f. LPN instructors do not attend in-service sessions. LPN instructors do attend

outside workshops and conferences with prior permission from Vocational Coordinator. The cost of these workshops and conferences is paid out of the LPN program budget.

- g. LPN instructors are paid in accordance with Appendix B.

2. Substitute Teachers

- a. For short term absences, LPN instructors cover for one another. No substitute is called.
- b. For a long term absence, a substitute teacher may be called for coverage.

3. Textbook and Tools

It is the responsibility of the LPN program to purchase the textbooks, tools and equipment necessary to run the program.

WHEREFORE, the Committee and the Association have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this ____ day of September, 2018.

BLUE HILLS REGIONAL DISTRICT
COMMITTEE

BLUE HILLS EDUCATION
ASSOCIATION

**Blue Hills Regional Technical School
Educator Evaluation
Agreement**

Table of Contents

(1)	Purpose of Educator Evaluation	C-1
(2)	Definitions	C-1
(3)	Evidence Used in Evaluation	C-6
(4)	Rubric.....	C-7
(5)	Evaluation Cycle: Training	C-7
(6)	Evaluation Cycle: Annual Orientation	C-8
(7)	Evaluation Cycle: Self-Assessment	C-8
(8)	Evaluation Cycle: Goal Setting and Educator Plan Development	C-9
(9)	Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS	C-10
(10)	Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS	C-10
(11)	Observations	C-11
(12)	Evaluation Cycle: Formative Assessment	C-12
(13)	Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only.....	C-13
(14)	Evaluation Cycle: Summative Evaluation	C-14
(15)	Educator Plans : General.....	C-15
(16)	Educator Plans: Developing Educator Plan.....	C-16
(17)	Educator Plans: Self-Directed Growth Plan.....	C-16
(18)	Educator Plans: Directed Growth Plan	C-16
(19)	Educator Plans: Improvement Plan	C-17
(20)	Timelines.....	C-18
(21)	Career Advancement.....	C-20
(22)	Rating Impact on Student Learning Growth.....	C-20
(23)	Using Student feedback in Educator Evaluation	C-20
(24)	Using Staff feedback in Educator Evaluation.....	C-20
(25)	Transition from Existing Evaluation System	C-20
(26)	General Provisions.....	C-21

1. Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The Parties agree to bargain over the district-determined measures to the extent required by law.

-
- F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least forty-five (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. In those cases where an Educator is rated unsatisfactory near the close of a school year, at the request of the Educator, the plan may include activities during the summer preceding the next school year.
- H) ***ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. For the purpose of this paragraph, the term evaluator shall mean one of the following five positions: Assistant Superintendent/Principal, Academic Director, Director of Special Services, Director of Vocational Programs, and Dean of Students.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. Further, any writings, written notifications, or feedback required by this Educator Evaluation Agreement shall be delivered to the Educator by at least one of the following means: in person, electronically via TeachPoint (or to another mutually-agreed upon web portal), to a home email address provided by the Educator (or alternatively to the school email address of the Educator), placed in the Educator's mailbox, or mailed to the Educator's home.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance when available.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment in the first year teaching in a new department.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. 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.

- U) **Parties:** The parties to this agreement are the Blue Hills Regional District School Committee and the Blue Hills Education Association.
- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) ***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.
- X) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, considering guidance and model contract language from ESE, when available.
- Z) **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:
- iii) Standard 1: Curriculum, Planning and Assessment
 - iv) Standard 2: Teaching All Students
 - v) Standard 3: Family and Community Engagement
 - vi) Standard 4: Professional Culture

- vii) Attainment of Professional Practice Goal(s)
- viii) Attainment of Student Learning Goal(s)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
 - iii) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - iv) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - v) Elements: Defines the individual components under each indicator
 - vi) Descriptors: Describes practice at four levels of performance for each element
- 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.
- 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 and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least 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. It is agreed that evidence shall be submitted by the Educator for Standards III and IV and for Professional Practice Goals and Student Learning Goals.
 - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the should be based on the Educator's role and responsibility.
- B. Judgments based on observations and artifacts of practice including:
- i. Unannounced observations of practice of at least ten (10) minutes.
 - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Educator work products.
 - iv. Examination of student work samples.
- C. Evidence relevant to one or more Performance Standards, including but not limited to:
- i. Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s).
 - iv. Student and Staff Feedback – see # 23-24, below; and
 - v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The Parties agree to adopt the rubrics attached hereto as Addenda A and B.

5. Evaluation Cycle: Training

- A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of

the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

- B. By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent, and/or his designee, will work with the BHEA to determine the most effective means of providing training for new hires for the 2013-2014 school year, with all training to take place during the work day.

6. Evaluation Cycle: Annual Orientation

- A. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7. Evaluation Cycle: Self-Assessment

- A. Completing the Self-Assessment
- i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii. The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - a. At least one goal directly related to improving the Educator's own professional practice.
 - b. At least one goal directed related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, the Superintendent, or his/her designee, will provide access to available assessment data and analysis to all educators.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C. Educator Plan Development Meetings shall be conducted as follows:
 - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the

next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
- iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

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

- A. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, in the first year of practice or first year assigned to a school:
 - i. The Educator shall have at least one announced observation of at least thirty (30) minutes during the school year using the protocol described in section 11B, below.
 - ii. The Educator shall have at least three unannounced observations of at least ten (10) minutes during the school year.
 - iii. At least two observations shall be conducted by the Educator's administrator.
- B. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, in their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i. The Educator shall have at least one announced observation of at least thirty (30) minutes and at least two unannounced observations of at least ten (10) minutes during the school year.
 - ii. At least two observations shall be conducted by the Educator's administrator.

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

- A. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, the Educator whose overall rating is proficient or exemplary must have at least one unannounced observation of at least ten (10) minutes during the evaluation cycle.
- B. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, the Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at

least two unannounced observations of at least ten (10) minutes in duration each and one announced observation of at least thirty (30) minutes in duration.

- C. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, the Educator on a Self-Directed 1-Year Plan must have at least one unannounced observation.
- D. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations. At least two observations shall be conducted by the Educator's administrator.

11. Observations

Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, the Evaluator's first observation of an Educator who is non-PTS and/or is PTS with a one year directed growth plan should take place by November 15. Observations required by the Educator Plan shall be completed by May 15th.

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

A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations of not less than ten minutes.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator by at least one of the following means: in person, electronically via TeachPoint (or to another mutually-agreed upon web portal), to a home email address provided by the Educator (or alternatively to the school email address of the Educator), placed in the Educator's mailbox, or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B. Announced Observations

- i. Pursuant to the schedule attached hereto as Addendum C and incorporated herein by reference, all non-PTS Educators shall have at least one Announced Observation. Announced observations shall be at least thirty (30) minutes in length.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

-
- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - (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 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.

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

-
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
 - D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
 - E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered to the Educator by at least one of the following means: in person, electronically via TeachPoint (or to another mutually-agreed upon web portal), to a home email address provided by the Educator (or alternatively to the school email address of the Educator), placed in the Educator's school mailbox, or mailed to the Educator's home.
 - G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - H. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
 - I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and

engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered to the Educator by at least one of the following means: in person, electronically via TeachPoint (or to another mutually-agreed upon web portal), to a home email address provided by the Educator (or alternatively to the school email address of the Educator), placed in the Educator's school mailbox, or mailed to the Educator's home.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

-
- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
 - G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
 - I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator by at least one of the following means: in person, electronically via TeachPoint (or to another mutually-agreed upon web portal), to a home email address provided by the Educator (or alternatively to the school email address of the Educator), placed in the Educator's school mailbox, or mailed to the Educator's home no later than June 1.
 - J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 5.
 - 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. The signature does not indicate agreement or disagreement with its contents.
 - N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - O. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 15. Educator Plans – General**
- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

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

17. Educator Plans: Self-Directed Growth Plan

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

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than forty-five (45) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, at the request of the Educator, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F. The Improvement Plan process shall include:
 - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may have a BHEA representative attend the meetings at his/her request.
 - iii. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G. The Improvement Plan shall:
 - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii. Describe the assistance that the district will make available to the Educator;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;

- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii. Include the signatures of the Educator and Supervising Evaluator.
- H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I. Decision on the Educator's status at the conclusion of the Improvement Plan.
- i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

- A. Non-PTS; Educators on Directed Growth Plans; and, Educators on One Year Self-Directed Growth Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes all observations (Except for an improvement plan)	May 15
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 5
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

B. Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation	Any time during the 2-year evaluation cycle but before May 15
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 5 of Year 1
Evaluator completes Summative Evaluation Report	June 1 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

C. Educators on Improvement Plans

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation when available. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Administrator Evaluation

DESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation when available. 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 have agreed 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, with the Plan and schedule of evaluations for Educators described as follows: All non-PTS educators will be evaluated on a one year developing plan during the 2013-2014 school year. All PTS educators who were not evaluated during the 2012-

2013 school year will be on a two year self-directed plan from 2013-2015. The remaining PTS educators will begin their two year self-directed evaluation cycle in 2014.

- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. The evaluation team shall consist of up to six (6) members appointed by the BHEA and up to six (6) members appointed by management. It is expressly understood that no changes to this Agreement shall be made by the evaluation team unless negotiated and duly ratified by the BHEA and the School Committee.
- F) Violations of this article are subject to the grievance and arbitration procedures.

ADDENDUM A – TEACHER RUBRIC



Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

January 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

Guide to Teacher Rubric

Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model Teacher Rubric.

Structure of the Teacher Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the teacher rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to be used throughout the 5 step evaluation cycle for all teachers, including teachers of whole classrooms, small groups, individual students, or any combination of the above. The rubric is designed to be applicable to general education teachers from pre-K through Advanced Placement, as well as teachers with specialized classes or knowledge, including teachers of English Language Learners, and special education teachers; districts may also choose to use this rubric for educators in other roles such as specialists.

The responsibilities of teachers to whom this rubric will be applied may vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

Guide to Teacher Rubric

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Respects Differences 2. Maintains Respectful Environment <p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. Clear Expectations 2. High Expectations 3. Access to Knowledge 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Parent/Family Engagement <p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Curriculum Support <p>C. Communication Indicator</p> <ol style="list-style-type: none"> 1. Two-Way Communication 2. Culturally Proficient Communication 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth <p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Professional Collaboration <p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> 1. Decision-making <p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> 1. Shared Responsibility <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 1. Judgment 2. Reliability and Responsibility

How to reference parts of the rubric:

Indicator terminology: under the “Teaching All Students” Standard (II), the “Instruction Indicator” (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Guide to Teacher Rubric

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

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

Guide to Teacher Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards- Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well- Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

Guide to Teacher Rubric

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.

Guide to Teacher Rubric

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.

Guide to Teacher Rubric

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

Indicator II-A. Instruction: Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.				
II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May states high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.

Guide to Teacher Rubric

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.

Guide to Teacher Rubric

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.

Guide to Teacher Rubric

Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.

Guide to Teacher Rubric

Standard III: Family and Community Engagement. *The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides parents with clear, user-friendly expectations for student learning and behavior.	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

Guide to Teacher Rubric

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

Guide to Teacher Rubric

Standard IV: Professional Culture. *The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

Guide to Teacher Rubric

Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

Guide to Teacher Rubric

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

Guide to Teacher Rubric

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.*	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.*	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

*An Educator will not be rated “Unsatisfactory” or “Needs Improvement” on the basis of his/her legitimate use of sick leave.

ADDENDUM B - Specialized Instructional Support Personnel Rubric



Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

March 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

Guide to Specialized Instructional Support Personnel (SISP) Rubric

Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model “SISP” Rubric.

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Specialized Instructional Support Personnel (SISP) Rubric

This rubric describes practice that is common across educators in professional support roles such as school counselors, school psychologists, school nurses, and others defined in the recognition clause of the appropriate collective bargaining agreement. It is intended to be used throughout the 5 step evaluation cycle for educators who provide direct services such as education, therapy, counseling, assessment, and diagnosis to a caseload of students, as well as educators who may provide indirect support to students through consultation to and collaboration with teachers, administrators, and other colleagues.

The roles and responsibilities of educators to whom this rubric will be applied will vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> Professional Knowledge Child and Adolescent Development Plan Development Well-Structured Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> Variety of Assessment Methods Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> Analysis and Conclusions Sharing Conclusions With Colleagues Sharing Conclusions With Students and Families 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> Quality of Effort and Work Student Engagement Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> Safe Learning Environment Collaborative Learning Environment Student Motivation <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> Respects Differences Maintains Respectful Environment <p>D. Expectations Indicator</p> <ol style="list-style-type: none"> Clear Expectations High Expectations Access to Knowledge 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> Parent/Family Engagement <p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> Learning Expectations Student Support <p>C. Communication Indicator</p> <ol style="list-style-type: none"> Two-Way Communication Culturally Proficient Communication 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> Reflective Practice Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> Professional Learning and Growth <p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> Professional Collaboration Consultation <p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> Decision-making <p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> Shared Responsibility <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> Judgment Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing “Role-Specific Indicators” for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Indicator terminology: under the “Teaching All Students” Standard (II), the “Instruction Indicator” (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

Specialized Instructional Support Personnel Rubric

Standard I: Curriculum, Planning, and Assessment. *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Professional Knowledge	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.	Demonstrates knowledge of students' developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ¹	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

¹ "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.

I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.

I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.	Individually and with colleagues, draws appropriate, actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development.	Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Standard II: Teaching All Students. Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction, scaffolds, and other supports, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices and/or supports to create structured opportunities for each student to meet or exceed expectations for growth and development. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-2. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences.	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals. .	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort. .	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/ supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Standard III: Family and Community Engagement. Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Standard IV: Professional Culture. *Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces school-wide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Specialized Instructional Support Personnel Rubric

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.*	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.*	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

**Educators will not be rated “Unsatisfactory” or “Needs Improvement” on the basis of his/her legitimate use of sick leave.

Note: At the *Exemplary* level, an educator’s level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by “Is able to model.”

ADDENDUM C

Timelines (Dates in italics are provided as guidance) *Dates in red are for the 2013-2014 school year only.*

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 <i>November 1, 2013</i>
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 <i>November 15, 2013</i>
Evaluator completes Educator Plans	November 1 <i>December 6, 2013</i>
Evaluator should complete first observation of each Educator	November 15 <i>January 10, 2014</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i> <i>February 7, 2014</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i> <i>March 7, 2014</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i> <i>March 14, 2014</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i> <i>April 25, 2014</i>
Evaluator completes all observations (Except for an improvement plan)	May 15
Evaluator completes Summative Evaluation Report	June 1 <i>June 6, 2014</i>

Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 5 June 13, 2014
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 June 13, 2014
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15 June 16, 2014

ORIGINAL

MEMORANDUM OF AGREEMENT

Between the Blue Hills Regional Vocational District School Committee and the Public Employee Committee for Insurance

WHEREAS, the District School Committee of Blue Hills Regional Vocational High School voted on September 23, 2008 to accept M.G.L. c. 32B, §19 (Section 19) for the purpose of transferring the District's health insurance subscribers to the Commonwealth's Group Insurance Commission ("GIC"); and

WHEREAS, the District School Committee ("DSC" or "District") and the duly-formed Public Employee Committee ("PEC") negotiated for such transfer and executed an agreement covering an initial time period through June 30, 2015; and

WHEREAS, said initial agreement was extended by its terms through June 30, 2018; and

WHEREAS, the DSC and the PEC have entered into negotiations for a successor to their extended initial agreement, and have now reached an agreement on same;

NOW, THEREFORE, the DSC and the PEC agree as follows:

Effective Date and Duration of Agreement

1. The Agreement shall take effect on July 1, 2018 and shall remain in effect through June 30, 2021.

Continuation of Health Coverage Through the GIC

2. The District will continue health coverage through the GIC through June 30, 2021. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents, currently eligible for and receiving health insurance through the District and any employees, retirees, surviving spouses and dependents who become eligible for and receive health insurance through the District in the future.
3. The District will provide notice to the GIC of the District's continuation of coverage of subscribers through the GIC by sending a copy of this Agreement to the GIC as soon as possible after the District and the PEC execute the Agreement.

Contribution Splits

HMO, PPO, POS, and Indemnity Plans – 85/15 Split

4. For the duration of this Agreement, the District will contribute eighty-five percent (85%) of the premium or cost for any health maintenance (HMO), preferred provider (PPO), point of service (POS) or indemnity plan offered by the GIC and the subscriber shall contribute fifteen percent (15 %).

Such plans presently include:

- NHP Prime (Neighborhood Health Plan HMO)
- Fallon Health Care Select HMO (Closed to new members)

- Fallon Health Care Direct HMO
- Health New England HMO
- Harvard Pilgrim Independence Plan POS (Closed to new members)
- Harvard Pilgrim Primary Choice Plan HMO
- Tufts Health Plan Navigator POS (Closed to new members)
- Tufts Health Plan Spirit EPO (HMO-type)
- UniCare State Indemnity Plan / PLUS (PPO-type)
- UniCare State Indemnity Plan / Community Choice (PPO-type)
- UniCare State Indemnity Plan / Basic with CIC
- UniCare State Indemnity Plan / Basic without CIC

If the GIC offers any new or additional HMO, PPO, POS, or indemnity plans during the life of this agreement, the same contribution rate shall apply.

Medicare Enrollment- 85/15 Medicare Extension Plan Premium Split

70/30 Medicare Part B Premium Split

5. All Subscribers who are eligible or who become eligible for Medicare shall transfer to Medicare coverage. For the duration of this agreement, the District will contribute eighty-five percent (85%) of the premium or cost for any Medicare Extension plans offered by the GIC, and the subscriber shall contribute fifteen percent (15%). GIC Medicare Extension Plans presently include:

- Fallon Senior Plan
- Harvard Pilgrim Medicare Enhance
- Health New England MedPlus
- Tufts Health Plan Medicare Complement
- Tufts Health Plan Medicare Preferred
- UniCare State Indemnity Plan I Medicare Extension (OME) with CIC
- UniCare State Indemnity Plan/Medicare Extension (OME) without CIC

For the duration of this agreement, the District will pay any Medicare Part B premium penalty assessed by the federal government, and will contribute seventy percent (70%) of the monthly cost of the Medicare Part B enrollment for any subscriber enrolled in Medicare and the subscriber will contribute thirty percent (30%). On the second Thursday of each month, the District shall send payment of its share of the current month Medicare Part B premium to the home address on file for any Medicare eligible subscriber. The subscriber shall notify the District of any changes to his or her address during the life of the agreement.

Retired Teachers Already in the GIC -
90/10 Split for HMO/PPO/POS/Indemnity

6. For the purpose of "red-circling" maintaining, and freezing previously – held benefits: The District will contribute ninety percent (90%) of the premium or cost of any plan selected by any subscriber who as of July 1, 2009 was receiving health insurance through the GIC pursuant to Section 12 of Chapter 32A (RMT subscriber) and the RMT subscriber will contribute ten percent (10%).

The District will pay zero percent (0%) towards the cost of the Medicare Part B premium for any red-circled RMT subscriber.

Hiatus Period

7. *Premium Payments by Employer during Hiatus Period*

New employees are eligible to enroll in the GIC within 10 calendar days of the first date of employment. GIC benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. This period between the date of employment and the effective date of coverage is hereinafter referred to as the "Hiatus Period." During the Hiatus Period, the District shall pay a stipend to the newly hired subscriber that is equal to eighty-five percent (85%) of the health insurance premium for the plan in which the employee has enrolled.

In the event that the GIC changes the terms of the "Hiatus Period", then the new terms shall apply.

8. *GIC Retroactive Effective Date of Coverage for Uncovered Medical Expenses*

If a subscriber incurs uncovered medical expense(s) during the Hiatus Period that, in sum, exceeds the full-cost of the health insurance premium of the GIC plan in which the subscriber enrolled, the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the employee shall sign a payroll deduction form that authorizes the District to deduct one hundred percent (100%) of the premium cost for the health insurance plan in which the subscriber is enrolled. The payroll deductions shall be made in equal installments over a period of time that is mutually agreed upon by the District and the subscriber except that, in no case, shall the payroll deduction period extend into a new fiscal year. Once this payroll authorization form is executed and submitted to the District, the District shall submit the full-cost health insurance premium of retroactive coverage approved by the GIC in a timely manner;

Flexible Spending Accounts

9. The District shall retain a third party administrator to administer the Cafeteria Plan set forth in Article 19.1.7. of the collective bargaining agreement between the Blue Hills Education Association and the DSC. The DSC shall pay the one-time set up costs to implement the program. The District shall pay any administrative fees for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system if one is available. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code. One half hour of in-service time in October or November of each school year shall be scheduled during the school day to allow the representative of the third party administrator the opportunity to explain the benefits of enrolling in the Cafeteria Plan to the employees.

Life and Dental Insurance

10. The District shall offer life insurance and dental insurance to subscribers at the same terms as were provided to group insurance participants prior to transfer to the GIC.

Future Meetings of the DSC and PEC

11. The PEC shall be composed of a union representative from each collective bargaining unit which negotiates with the DSC and a retiree representative designated by the Retired State, County and District Employees Association. Each union representative and the retiree representative shall have the option of allowing one additional representative, who is not an employee or retiree of the District, to attend meetings of the PEC and the DSC or its designee.
12. The DSC and the PEC shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the DSC and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the DSC and to the PEC in writing. The DSC may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Each employee, who is a representative on the PEC from each bargaining Unit, shall receive one compensatory day off with pay per school year in consideration for attending meetings of the PEC.

Correspondence and Information

13. The District shall make available to the PEC copies of any correspondence between the District and the GIC or between the District and any provider of health care.

Health Coverage after June 30, 2021

14. The DSC or its designee and the PEC will begin negotiations for a successor agreement pursuant to Section 19 no later than January 2, 2020. At the request of the PEC, the DSC will present a proposal for alternative plans which are at least the actuarial equivalent of those offered by the GIC for the 2019-2020 plan year, so that the parties may fully explore and negotiate the health coverage to be provided to subscribers starting on July 1, 2021. If a successor agreement is not reached by May 15, 2020, then the parties shall participate in mediation with a mutually agreeable mediator. If there is no mutual agreement on the selection of the mediator, then the parties shall petition the Division of Labor Relations for mediation. If the parties have not reached a successor agreement by September 1, 2020, then the terms of this PEC Agreement shall constitute the terms of the successor agreement except that all of the terms contained herein shall be modified to be consistent with the termination date of June 30, 2024, and the successor agreement shall include the following provision for health coverage after June 30, 2024:

The DSC or its designee and the PEC will begin negotiations for a successor agreement pursuant to Section 19 no later than January 2, 2023. At the request of the PEC, the DSC will present a proposal for alternative plans which are at least the actuarial equivalent of those offered by the GIC for the 2022-2023 plan year so that the parties may fully explore and negotiate the health coverage to be provided to subscribers starting on July 1, 2024. If a successor agreement is not reached by May 15, 2023, either party may file for final and binding arbitration of all unresolved issues, including but not limited to, whether to withdraw from GIC coverage, the health coverage which will be provided if subscribers are withdrawn from the GIC and premium contributions. The arbitration proceeding shall be administered by the American Arbitration Association under the procedures set forth in its Labor Arbitration Rules. The arbitrator shall render a decision no later than September 1, 2023. Although the arbitrator's decision is final and binding, the parties may mutually agree to reject any or all of the arbitrator's decision. The parties shall execute a successor agreement no later than September 15, 2023.

15. The DSC will send a copy of the successor PEC agreement to the GIC as soon as possible after the DSC and the PEC execute the successor agreement and in no event later than October 1, 2020.

Effect of Agreement

16. This Agreement shall be binding on all subscribers and shall supersede any prior agreements between the parties and any conflicting provisions of any district policies or any collective bargaining agreements between the District and any unions representing District employees.
17. The District's acceptance of Section 19 is conditioned on transferring its subscribers to the GIC. In the event the District ceases to provide health insurance through the GIC, the District and the PEC agree to maintain Section 19 to bargain health insurance coverage until such time as the DSC and the PEC through approval by a majority of the weighted vote of the representatives of the PEC agree otherwise.

Cancellation

18. In the event the District is delinquent in making payments as required by the GIC and the GIC notifies the District that it intends to exercise its option to cancel coverage pursuant to Section 19, the District will immediately notify the PEC, present it a proposal for plan which are at least the actuarial equivalent of those offered by the GIC, and engage in negotiations with the PEC for replacement coverage.

Arbitration of Disputes

19. Either party may submit a dispute between the parties concerning the interpretation or application of this Agreement to the American Arbitration Association for arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC must be approved by seventy percent (70%) of the weighted votes of the representatives on the PEC.

Severability Clause

20. If any provision or portion of the Agreement is found to be unenforceable or unlawful the remaining provisions or portions shall remain binding.

Scope & Modification

21. This Agreement shall constitute the whole of the Agreement between the DSC and the PEC. The Agreement may be modified only by a writing signed by the DSC and the PEC.

ORIGINAL

Authorization to Sign Agreement

22. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Executed on behalf of the District School Committee and the Public Employee Committee:

DISTRICT SCHOOL COMMITTEE


School Committee Chair

6/19/18
Date

PUBLIC EMPLOYEE COMMITTEE


BHEA / MTA / NEA

6/5/18
Date


SEIU Clerical

6/5/18
Date


SEIU Caf 

6/5/18
Date


SEIU Custodial / Maintenance

6-5-18
Date


BHAA

6-5-18
Date


Retiree Representative

6-5-18
Date

**MEMORANDUM OF AGREEMENT BETWEEN
BLUE HILLS REGIONAL VOCATIONAL SCHOOL DISTRICT COMMITTEE
AND
THE BLUE HILLS EDUCATION ASSOCIATION**

This MEMORANDUM OF AGREEMENT is entered into by and between the Blue Hills Regional Vocational School District Committee (hereinafter the “Committee”) and the Blue Hills Education Association (hereinafter the “Association”).

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2005 through June 30, 2008; and,

WHEREAS, since that time, the Committee has adopted a policy related to the implementation of recent amendments to Massachusetts General Laws chapter 71, section 38R relative to criminal record checks on applicants and current employees of public schools; and,

WHEREAS, the Committee and the Association have met and negotiated over the impact of the Committee’s Criminal Record Information (CORI) policy on the wages, hours, terms and conditions of affected members;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Effective the date of this Agreement, employees shall be subject to CORI checks consistent with the Haverhill Public Schools CORI Policy.
2. In implementing its CORI Policy, the Committee agrees that the Superintendent shall be the individual responsible for requesting, reviewing and handling CORI information. The Superintendent may allow the Assistant Superintendent/Principal to review such CORI information in the Superintendent’s office, where the Superintendent determines that the Assistant Superintendent/Principal’s review of such information is appropriate.
3. All CORI information on members shall be maintained in a locked file cabinet(s) in the office of the Superintendent. Access to such files shall be limited to the individuals set forth at Paragraph 2.
4. Members shall be required to complete a CORI Request Form prior to the filing of such request by the administration. Use of this form shall serve as the member’s notice that the CORI check is being performed. Upon a members’ written request, he/she shall be provided with access to any report issued from the Criminal History Systems Board.

5. Any disciplinary action taken as a result of information set forth in a CORI report shall be handled in a manner consistent with applicable law and collective bargaining agreement provisions.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this day of October, 2003.

**BLUE HILLS REGIONAL VOCATIONAL
SCHOOL COMMITTEE**

**BLUE HILLS EDUCATION
ASSOCIATION**

By: _____
Its Superintendent

By: Joseph Ciccolo

Brian Gearty
Its President

**MEMORANDUM OF AGREEMENT BETWEEN
BLUE HILLS REGIONAL SCHOOL DISTRICT COMMITTEE
AND
THE BLUE HILLS REGIONAL TECHNICAL SCHOOL EDUCATIONAL
ASSOCIATION, INC.**

This MEMORANDUM OF AGREEMENT is entered into by and between the Blue Hills Regional School District Committee (hereinafter the “Committee”) and the Blue Hills Regional Technical School Educational Association, Inc. (hereinafter the “Association”).

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of September 1, 2001 through August 31, 2004; and,

WHEREAS, since that time, the Committee has adopted a policy related to the safety and security of the school building, personnel and students which requires all staff to wear identification badges; and,

WHEREAS, the Committee and the Association have met and negotiated over the impact of the identification badge policy on the wages, hours, terms and conditions of affected members;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Effective June 1, 2002 members shall be required to wear photo identification badges. Said badges shall be worn by members in a clearly visible manner, promptly upon entering the building and at all school events at which the member is functioning in his/her official capacity.
2. The Committee shall provide two (2) identification badges for each member. One badge will be provided to the member and the second badge will be retained by the office of the Superintendent-Director and made available to the member in the event s/he has forgotten, lost or misplaced his/her originally issued badge.
3. The Superintendent-Director’s office will also have a generic staff identification badge available as a backup to the personal identification badges referenced above.
4. Members shall not be responsible for any costs associated with the original badge or any replacement badge.
5. It is understood that the issuance of identification badges to faculty members is one part of an evolving safety and security plan for Blue Hills Regional Technical

High School. It is agreed that the Superintendent will consider all recommendations made by the School Council when formulating his recommendation(s) to the School Committee relative to a policy for student identification badges.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this day of April, 2002.

Blue Hills Regional School Committee

Blue Hills Regional Technical School
Educational Association, Inc.