

AGREEMENT
BETWEEN THE
BRISTOL-PLYMOUTH REGIONAL TECHNICAL
SCHOOL DISTRICT COMMITTEE
and the
BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL
TEACHERS ASSOCIATION

September 1, 2020 through August 31, 2023

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - Recognition 2

ARTICLE II– Savings Clause 3

ARTICLE III – Principles..... 3

ARTICLE IV – Negotiation Procedure 4

ARTICLE V – Grievance Procedure 5

 A. Definitions..... 5

 B. Purpose..... 6

 C. Procedures 6

 Level One (A) & Level One (B) 7

 Level Two 7

 Level Three 8

 Level Four 8

 D. Rights of Teacher to Representation 9

 E. Miscellaneous 10

ARTICLE VI – Teaching Hours and Teacher Load 10

 1 – Teacher work day 11

 2 – Student/Parent Consultation/Extra Help/Departmental Meetings 11

 3 – Scheduled School Year 11

 4 – Extracurricular Activities 11

 5 (a) – Superintendent/Faculty Meetings 12

 5 (b) – Graduation/Advisory Board/Open House/Parent-Teacher 12

 5 (c) – Lunch Period 13

 5 (d) – Periods per day 13

 5 (e) – Working within Scope of Teaching Certificate 14

 5 (f) – Tentative Schedules 14

 5 (g) – Number of Academic Pupils 14

 5 (h) – Student Warning Notices 14

 5 (i) – Common Planning Time for Co-Teachers 14

 5 (j) – Off Campus Differential 15

 5 (k) – Planning Time Displacement 15

 6 – Practical Nursing Program (Hours/Adm. Duty, etc.) 15

 7 – Paraprofessionals Assigned to a Teacher 16

 8 – Lead Teacher..... 16

ARTICLE VII – Working Conditions 16

 A – Access to Personnel File 16

 B – Employment of Substitutes 16

ARTICLE VII – Working Conditions Continued	
C – Innovative Equipment Expenses (training on new equipment)	17
D – Teacher Evaluation	17
ARTICLE VIII – Sick Leave	18
A – Sick Leave (Teacher)	18
B – Sick Leave (Other)	19
C – Sick Leave Bank.....	20
ARTICLE IX – Personal Leave	23
ARTICLE X – Funeral Leave.....	24
ARTICLE XI – Leave for Study, Research or Service.....	24
ARTICLE XII – Religious Leave	26
ARTICLE XIII – Maternity Leave and Parental Leave.....	26
ARTICLE XIV – Leaves without Pay	27
ARTICLE XV – Professional Improvement.....	27
ARTICLE XVI – Vacancies, Promotions, Transfers, Reduction in Force	30
A – Vacancies, Promotions, Transfers and Reductions in Force.....	30
B – Summer School and Evening School	31
C – Transfers.....	31
D – Reduction in Force	32
ARTICLE XVII – Supplemental Benefits	37
A – Group Hospitalization	37
B – Pension	38
C – Tax Free Annuity	38
D – Delta Dental Plan	38
E – Worker’s Compensation	38
F – Influenza Inoculations	38
G – Longevity	38
H – Study Committee for Alternative Health Insurance Plans	39
I – Children of Teachers Employed at Bristol-Plymouth may attend.....	39
J – District Day Care Program	39
K – Members may attend B-P Evening School	39
L – Culinary Arts Teachers Working Special Functions	39
M – Tutoring Students Outside Normal School Hours.....	39

ARTICLE XVIII – Salary Schedule Conditions	40
A – Progress in the Salary Schedule	40
B – Method and Time of Salary Payment.....	40
C – Anniversary Dates	41
ARTICLE XIX - Evening and Part-Time School Salary Schedule	42
ARTICLE XX – Early Retirement	43
ARTICLE XXI – Salary Schedules	43
College Degree Stipends.....	43
Coaching Positions.....	44
ARTICLE XXII – Scholarship Standards.....	45
ARTICLE XXIII – Performance Standards.....	45
ARTICLE XXIV – Association Privileges and Responsibilities	45
A – Information.....	45
B – Protection of Individual and Group Rights	45
C – Existing Laws and Regulations Preserved	46
D – Five Days for Purpose of Conducting Association Business.....	46
ARTICLE XXV – General	46
ARTICLE XXVI – Duration	48
Signature Page	48
Salary Schedules 2020 - 2023.....	49
Appendix A - Salary Schedule 2020 – 2021.....	50
Appendix B - Salary Schedule 2021 – 2022.....	51
Appendix C - Salary Schedule 2022 – 2023.....	52
Appendix D – Teacher Evaluation System.....	53
Appendix E -- Salary Schedule for Coaches 2020 – 2023.....	78
Appendix F -- Salary Schedule for Extracurricular 2020 - 2023.....	79
Appendix G – Course Approval Form.....	80

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the youth of the Bristol-Plymouth Regional Vocational Technical School District and that good morale within the teaching staff of the Bristol-Plymouth Regional Technical School is essential to achievement of that purpose, we the undersigned parties to this Agreement, declare that:

- A. Under the laws of Massachusetts, the Committee, elected by the citizens of the Bristol-Plymouth Regional Vocational School District, has final responsibility for establishing the educational policies of the Bristol-Plymouth Regional Technical School.
- B. The Superintendent-Director of the Bristol-Plymouth Regional Technical School has responsibility for providing education of the highest possible quality.
- C. The teaching staff of the Bristol-Plymouth Regional Technical School has responsibility for providing education of the highest possible quality.
- D. The Committee and administration have the responsibility for providing optimum conditions for the teachers to accomplish their objective to the extent possible.
- E. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.
- G. The administration has the right to make various changes and regulations for a more efficient operation of the school provided they do not conflict with or usurp any previous agreements.

ARTICLE I

Recognition

- A. The collective bargaining unit represented by the Association and recognized by the Committee is described as follows: All full-time and permanent part-time Academic and Technical Teachers, and Counselors of Bristol-Plymouth Regional Technical School, in both the high school and technical institute including Instructors, Master Teachers, Athletic Coaches, Librarians, Speech and Reading Therapists, School Nurse, Extended-Time Day Care Teacher/Director and Special Education Teachers, but excluding all other employees, namely the Superintendent-Director, (hereinafter referred to as the Superintendent), Assistant Superintendent-Director, Assistant Superintendent, Assistant Director, Coordinators, Curriculum & Instruction Specialist, Cooperative Education Coordinator, Athletic Director, Business Manager, Director of Pupil Personnel Services, Plant Engineer, Clerical Employees, Manager of Data Processing, Paraprofessionals, Custodial Employees, School Doctor, Cafeteria Personnel, Evening School Teachers, and other administrative positions and part-time employees.
- B. All present employees to whom this Agreement applies and all employees hereafter hired and subject to this Agreement shall, as a condition of employment, either maintain membership in the Association or pay an Agency Fee equal to the cost of collective bargaining and contract administration not to exceed one hundred percent (100%) of the dues paid by members of the Association. Such fee will be paid either in twenty (20) payroll deductions or in a lump sum within thirty (30) days after the start of the school year.

ARTICLE II

Savings Clause

Subject to the provisions of this Contract the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

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

ARTICLE III

Principles

It is recognized that teaching is a profession requiring specialized qualifications, and that success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that the teachers have a right to join any organization for their professional or economic improvement but that membership in any organization shall not be required as a condition of employment.

The School Committee, the Sub-Committee and the Superintendent, or designated representatives of the School Committee and/or administrative staff, will meet with the representatives of the Association for the purpose of discussing issues of mutual concern.

ARTICLE IV

Negotiation Procedure

- A. Meetings composed of members of the Association Negotiation Committee, the Committee and Superintendent shall be convened upon the written request of any one of the parties involved, namely the Association, the School Committee or the Superintendent. Requests for meeting should contain specific statements as to the reason for the requests.
- B. Requests from the Association normally will be made directly to the Superintendent or his representative. Requests from the Superintendent or the School Committee or their representatives will be made to the President of the Association. A mutually convenient meeting shall be set within fifteen (15) calendar days of the date of the request.
- C. Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings and between meetings, if advisable, in an effort to reach mutual understanding and agreement. A copy of the annual financial report will be made available to the Teacher's Association when it is completed.
- D. When the participants reach agreement, it will be put into writing, and become a part of the official minutes of the School Committee. When necessary, provisions in the agreement shall be reflected in the individual teacher's contracts. The agreement shall not discriminate against any member of the teaching staff regardless of membership or non-membership in any teachers' organizations.
- E. A date for the succeeding meeting will be established before the present meeting is adjourned.
- F. The agenda for the successive meeting will be conducted on specific proposals presented to the Committee prior to the meeting.

- G. Both parties will have the privilege of caucusing.
- H. In order to avoid misunderstanding in the writing of an agreement, the Teachers' Negotiating Committee and the Sub-Committee of the School Committee will initial each item which has been tentatively agreed upon. It is clearly understood that such agreement on the individual items is tentative upon the acceptance of the entire contract.
- I. In the absence of a member of either negotiating team, an alternate negotiator may participate.
- J. With respect to negotiations for a successor Agreement, the parties will follow the procedures outlined in Chapter 150E of the General Laws.

ARTICLE V

Grievance Procedure

A. Definitions

1. A "grievance" is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to the wages, hours, or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this Agreement. A matter which is not specifically covered by any provision of the Agreement or which is reserved to the discretion of the Committee under the laws of Massachusetts, the regulations of the Massachusetts Department of Education, or the regulations of the U.S. Office of Education may not be a subject of a grievance.
2. An "aggrieved person" is the party or parties making the claim.

3. A “party in interest” may be any member of the Teachers’ Association or the School Committee or Administration making the claim or who might be required to take action or against whom action might be taken in order to resolve to the claim.
4. “School Days” shall be defined as days in which school is in session for students.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a 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 and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort would be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances must begin at Level One and continue, if needed, to other levels in sequence from Level One through Level Four or ending at a level (in sequence) where resolution has occurred; except as provided in Section E.1. of this Article.

In the event a grievance is filed on or after June 1 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 term or as soon thereafter as is practical.

1. Level One (A): A teacher with a grievance will first discuss it directly with his/her immediate supervisor with the objective of resolving the matter. This meeting must occur within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based. If the matter is not brought within this time period, then the grievance will be considered as waived.

Level One (B): If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One (A), or if no decision has been rendered within ten (10) school days, after the first meeting with the immediate supervisor, then the teacher with a grievance will discuss it with the immediate supervisor and the Principal either directly or through the Association's School representative, with the objective of resolving the matter informally.

2. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association Committee on Contract Negotiating and Grievances, (hereinafter referred to as the CN&G Committee) 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 (5) school days after receiving the written grievance, the Chairman of the CN&G Committee will refer it to the Superintendent. The Superintendent will represent the administration at this level of grievance

procedure. Within ten (10) school days after receipt of the grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

If a teacher does not file a grievance in writing with the Chairman of the CN&G Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

3. Level Three: 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, he/she may file the grievance in writing with the Chairman of the CN&G Committee within five (5) school days after a decision by the Superintendent or fifteen (15) school days after he/she has first met with the Superintendent (in Level Two) whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the CN&G Committee will submit the written grievance to the School Committee. Within ten (10) school days or the next School Committee meeting, whichever is sooner, the Sub-Committee shall meet with the aggrieved person and his/her representative(s) for the purpose of resolving the grievance.
4. Level Four: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) school days after he/she has first met with the Sub-Committee, he/she may, within five (5) school days after the decision by the School Committee or fifteen (15) school days after he/she has first met with the Sub-Committee, whichever is sooner, request in writing of the Chairman of the CN&G Committee to submit his/her grievance to arbitration. If the CN&G Committee determines that the

grievance is meritorious and that submitting it to arbitration is in the best interest of the Bristol-Plymouth Regional Vocational Technical School District, it may immediately submit the grievance to the American Arbitration Association or to a mutually agreed upon arbitrator for disposition in accordance with the applicable rules of the said American Arbitration Association and the decision of the American Arbitration Association or Arbitrator will be binding upon both parties. The arbitrator shall not have the power to alter the AGREEMENT.

The costs for the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Teacher to Representation

1. No reprisals of any kind will be taken by the School Committee or by a member of the administration against any party in interest, any School Representative, any member of the CN&G Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association or affiliates. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the CN&G Committee, a grievance affects a group or class of teachers, the CN&G Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

The CN&G Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels One (B), Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the CN&G Committee.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE VI

Teaching Hours and Teaching Load

Recognizing that under the laws of Massachusetts, the School Committee has the incontrovertible right to make all reasonable rules and regulations for the conduct and management of the schools, the following policies will be in effect as per Chapter 150E of the General Laws.

1. Teachers and all employees covered by this agreement (hereafter referred to as TEACHERS), shall sign in at the high school office at least fifteen (15) minutes before the opening of school and be at their assigned areas at least ten (10) minutes before the opening of school. Teachers must remain at their assigned areas for a minimum of fifteen (15) minutes after the close of school provided that this requirement does not lengthen the teacher's workday as defined in this section. The teacher's workday shall be defined as seven (7) hours.
2. Teachers should make themselves available whenever necessary for student/parent consultation, extra help sessions and/or departmental meetings and given twenty-four (24) hours' notice whenever possible.
3. In all cases, the scheduled school year shall not exceed and shall be considered as 186 days and not less than 182 beginning no earlier than September 1 and ending not later than June 30. Teachers 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 1/182 of their salary, per day of service.

A period of two days will be devoted to teacher orientation each year as outlined. In no case shall the teacher's work year exceed by more than two days the minimum required by the state. The Superintendent will, each year, submit a copy of the school calendar to the Association before the school calendar has been adopted by the Committee.
4. Extracurricular activities will be posted for the purpose of soliciting volunteers for the position involving extracurricular activities by June 1 for the next school year and will be compensated at the rates indicated in Appendix F.

5. In the interest of fulfilling desirable education objectives and of maintaining professional standards, the following guidelines are established and will be implemented to the extent possible.

- a) Teachers may be required to attend, after the end of the regular workday, important meetings called by the Superintendent or his/her designee. Teachers will be given twenty-four (24) hours' notice of such meetings. Whenever possible, such meetings will be held during the regular school day. Teachers shall be required to attend up to one (1) general faculty meeting per month after the end of the regular workday for staff meetings and/or school related activities. An effort will be made to conclude these meetings by 3:30 p.m.
- b) Teachers will attend graduation exercises at their level of teaching. Technical teachers will attend the Annual Advisory Board evening meeting. Teachers will attend an Open House each year. The Open House shall be scheduled on a weekend day between October 1 and November 15, exclusive of any holiday weekend, and shall be up to three (3) hours long. Teachers shall attend one (1) parent/teacher evening meeting during the school year. This parent/teacher meeting shall not exceed three (3) hours in duration. If a given evening meeting program does not involve students of a teacher, that teacher will not be required to attend the evening program.

In addition to the above, Counselors will be required to attend four additional parent evening meetings, to discuss student progress. The dates of these meetings will be set by the Director of Student Services. Special needs teachers will agree to attend Parent Advisory Board meetings. Counselors and Special Education Consultant Teachers shall be required to work four (4) days in excess of the regularly established bargaining unit work year and shall be compensated at their per diem rate for each such day.

- c) Teachers will be provided with a duty free lunch period equal to that time provided to the students.
- d) Academic teachers will not be scheduled to teach more than six (6) periods per day. Academic teachers will have a minimum of one preparation period per day. It is agreed that teachers who have a reduced teaching load of less than six (6) teaching periods per day may be assigned administrative periods beyond the monthly average of three (3) administrative periods per week per teacher during the time a teacher continues to have the reduced teaching load herein described. The Administration will make an effort to assign academic teachers no more than four (4) classes in a row. Technical teachers will not be scheduled to teach more than seven (7) periods per day. Technical teachers will have a minimum of one (1) preparation period per day. Teachers who are required to travel from room to room during their teaching day shall not be assigned a homeroom or morning duty. Theory instruction will be a required component of the Technical program and the Administration will make every effort to provide teachers with appropriate accommodations to implement the theory instruction component. If an IEP meeting is scheduled during a Special Education Teacher's preparation period, he/she will be relieved of his/her administrative duty the next day.

Bargaining unit members shall be allowed to leave the school building (but not the grounds) during lunch with notice to the office and during preparation periods with approval from their supervisors. In both instances, they shall sign out and sign in at the main office.

- e) In order that pupils are taught by teachers working in their area of competence, teachers will not be assigned, except for good cause, outside the scope of their teaching certificates, and/or their major fields of study. In no case will a teacher be required to teach more than 50% in a discipline outside of his/her certification and only if a teacher has a minor in that area.
- f) Teachers will be notified of their tentative schedules for the following year on or before June 1 if possible. The Association recognizes, however, that some changes may have to be made in order to insure the best possible instruction for students of the district. Teachers affected by such changes shall be notified of any necessary changes as soon as practical.
- g) The Superintendent will make an effort to insure that the academic classes will not exceed twenty-four (24) pupils.
- h) Teachers shall be required to submit their student warning notices no sooner than the close of the second school day following the mid-point of the marking period and their student grades no sooner than the close of the second school day following the end of a marking period.
- i) Teachers who are assigned to co-teach academic classes shall be provided common planning time whenever possible.

- j. Teachers who spend a significant portion of their year working with students away from their designated technical program area will receive a differential, to be paid in two installments. Full time off-campus program teachers (i.e. those off-campus for more than 100 school days) will receive the following differential:

2020-2023 - \$2,467.00

For those teachers spending fewer than 100 days off-campus, the differential will be prorated accordingly paid in two installments.

In addition, those teachers whose work schedule as assigned by the administration, although not off-campus, precludes their being assigned a preparation period shall receive the same differential consideration as set forth above.

- k. Every effort will be made so that no bargaining unit member will be displaced from their classroom during the planning time for more than one (1) week.
6. Recognizing that full-time post-graduate instructors in the Practical Nursing program must meet curriculum standards much different from the high school programs, the following hours and teaching load will apply:
- a) The optimum number of students for the total Practical Nursing program will be forty (40).
 - b) Practical Nursing faculty may be assigned to any administrative duty deemed necessary by the administration.
 - c) All other articles of this contract will remain in effect for post-graduate teachers.
 - d) In accordance with 244 CMR 6.04 (4) (b) (1) the Practical Nurse Program must run for 40 weeks. As a result of this requirement, the full time Practical Nurse faculty are required to work beyond the 182-day teacher contract schedule. Effective this date, said faculty shall be paid at their per diem rate for all days worked beyond the 182-day contract year.

7. Paraprofessionals who are assigned to a teacher shall not be used to substitute for an absent teacher except in case of an emergency.
8. The Superintendent may make an annual appointment of a Lead Teacher in academic and technical areas. These positions will be posted annually prior to June 1. The Lead Teacher will, at the direction of the Administration, coordinate curriculum development, assessment, updating, curriculum projects and implementation, mentor *new teachers* (not more than one (1) per year) and, as needed, assist staff. The parties agree that the position of Lead Teacher is not a supervisory position.

The Lead Teacher will receive a \$2,000 base stipend. When applicable, an interdepartmental stipend of \$2,000 will apply.

ARTICLE VII

Working Conditions

- A. Upon request, a teacher shall be given access to their personnel file without unreasonable delay.
- B. Employment of substitutes shall be the responsibility of the administration. Substitutes shall be provided by the administration to cover classes of regularly assigned teachers when necessary. Teachers with reduced work schedules and those who have no assigned administrative duties will be utilized when feasible and after senior release.

C. Innovative Equipment Expenses

The School District agrees to pay the cost of training on any new equipment that is purchased by the school when such training is considered necessary by the administration. In addition to salary, the School District will pay for traveling and/or living expenses for the teacher.

D. Teacher Evaluation

Teachers will be evaluated in accordance with the evaluation system set forth in Appendix D.

1. No teacher shall be disciplined, reduced in rank or compensation without just cause.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in personnel files unless the teacher has had an opportunity to review the material with the Administrator who has made the particular appraisal. The teacher will acknowledge that he/she has the opportunity to review such material by affixing the signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer within fifteen (15) school days to such material, and the answer shall be reviewed by the Superintendent and attached to the file copy.
3. Written complaints regarding any member of the bargaining unit made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the bargaining unit member by the administrator involved. The bargaining unit member will be advised of the nature of the complaint and the name of the party making the complaint. Only complaints that are signed by the complainant may be considered by the administration in making determinations regarding the possible disciplining of the member of the bargaining unit. All other complaints including but not limited to oral complaints concerning a member of the bargaining unit shall not be considered in making such determinations.

4. The Association recognizes the authority and responsibility of the educational administrator for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. All disciplining or reprimanding shall take place in private.
- E. Copies of the School Committee meeting agenda shall be posted in the teachers' lounge. In addition, the President of the Association shall receive the same package of materials as is presented to the press. Minutes of each such meeting shall be presented to the Association Secretary after they have been approved for the purpose of keeping good communications between the School Committee and the Teachers' Association. Such data shall be presented as soon as possible.

ARTICLE VIII

A. Sick Leave

1. Sick leave shall be earned at the rate of one and one half days a month during the teacher's first school year and fifteen days shall be given on the second day of each school year following and shall be allowed to accumulate without limitation.

In the event a teacher must be released from a portion of the school day, a fractional part of that teacher's sick day shall be deducted from his/her total amount in direct proportion to the time he/she is absent from work due to illness. For these purposes, any portion of a block shall be 25% of a day.

2. In emergency cases when an illness occurs that extends beyond a teacher's accrued sick leave, the Superintendent will consider all of the facts and then make a decision concerning possible extension of sick leave benefits.
 3. Any sick leave which has been accumulated by a teacher while in the employ of the Bristol-Plymouth District for a minimum of four (4) years shall, upon termination of such employment, except for dismissal in cases other than those related to layoff, be reimbursed (in monies) a forty percent (40%) portion of such sick leave which has been accumulated up to a maximum of two hundred fifteen (215) days at the rate of 1/182 per accumulated sick day based on the teacher's present salary. Termination may also mean death. In such cases, the beneficiaries of such teachers will receive his or her benefits.
 4. Teachers may be required by the Superintendent to submit a doctor's certificate after being absent due to personal illness or injury for more than five (5) consecutive workdays.
- B. In addition to personal illness or injury, sick leave may be used for the following purposes:
1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical or nursing care.
 2. A maximum of four (4) days per school year for a critical illness in the immediate family.
 3. Any teacher in the Regional School District excluded or removed from employment on account of tuberculosis in a communicable stage will 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, and for such further additional period as he/she may be entitled to under the regulation of the Regional School Committee.

4. All members of the bargaining unit shall be granted fully paid leave without loss of pay, for absence caused by injuries, assault or battery sustained by in connection with their employment by the Committee. The period of such leave shall cover the period of disability. Such leave shall not be charged against the teacher's accumulated sick leave.
 5. Any other reason approved by the Superintendent.
- C. A sick bank shall be established by the teachers of Bristol-Plymouth on a voluntary basis. One day may be donated per year to be used in cases of emergency arising when a teacher has exhausted his or her own sick days.
1. A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through serious illness or accident, and who require additional leave to make full recovery from such illness or accident.
 2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and three (3) members designated by the Teachers' Association.
 3. Qualified members of the Sick Leave Bank shall be limited to full-time teachers and part-time teachers on a prorated basis covered by this Contract who have been so employed for at least one (1) year, and who notify the Sick Leave Bank Committee in writing of their desire to participate in the Bank for that year.
 4. All qualified members shall have their sick leave accumulation reduced by one (1) day, and those days shall be deposited in the Bank to be utilized by other Bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious illness.

5. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.
 6. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded fifteen (15) consecutive school days. In case an employee's own sick leave days are exhausted prior to he/she being out on a prolonged illness for more than fifteen (15) consecutive workdays, if sick leave bank benefits are granted, they shall be made retroactive, if necessary, in order that the employee shall not be absent from work for legitimate illness without compensation.
 7. The initial grant of sick leave by the Sick Leave Bank Committee to a qualified member shall not exceed twenty (20) days.
 8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. In no case shall any grant of days from the bank extend from one school year to the next.
 9. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.
- The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal. No days may be withdrawn from the Sick Leave Bank for any reason other than a serious illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

10. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the Collective Bargaining Agreement on the same basis as other employees.
11. Each time the Sick Leave Bank is exhausted during the applicable school year, all qualified members shall have their sick leave accumulation reduced by another day and that day shall be deposited in the Bank to be used as provided for in Section 4.
12. At the beginning of each school year, a new Bank shall be created, and it shall be governed by the rules and procedures set forth above. Any teacher who was a member of the Sick Leave Bank during the preceding school year will be deemed to be a member of the new Bank unless said teacher notifies the Sick Leave Bank Committee in writing of the desire not to participate and not to have a day deducted prior to the September 15 of the current school year. Any full-time employee covered by this Contract who fulfills the requirements of having been so employed for at least one year, and who was not a member of the Sick Leave Bank during the preceding school year, may join the new Bank provided said employee notifies the Sick Leave Bank Committee in writing before September 15 of the current school year of his/her desire to participate in the Bank for that year.
13. Any days remaining in the Bank at the end of the school year shall be deposited in the new Bank created in September of the subsequent school year.

14. The Sick Leave Bank will be capped; not to exceed 180 days. Current days in the Sick Leave Bank will be utilized until dropping to a level that allows the contribution of one (1) day per member to bring the total to the 180-day limit.

ARTICLE IX

Personal Leave

At the discretion of the Superintendent, teachers may be given permission to use two (2) personal absences per year. No more than four (4%) percent of teachers (rounded up to the nearest whole number) may take their day at the same time. In exceptional cases, the Superintendent may extend the above limit. Applications for personal leave will be made at least seventy-two (72) hours before taking such leave (except in the case of emergencies) and must be approved by the Superintendent. Personal days shall not be used to extend vacation or holiday periods. However, it is recognized that a personal day on the day before or after a holiday or vacation may be granted for reasons described in this Article as long as the personal day is not being requested for the purpose of extending a holiday or vacation. Unused personal days shall be added to a teacher's accumulated sick days.

Personal reasons shall include but not be limited to the following:

- a. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.
- b. Absence for legal cause for attendance in court for the purpose of giving testimony in cases in which the teacher is or is not a principal party, when the decision with respect to the time and place of the Court Hearing is beyond the control of the teacher.

- c. Absence for business reasons such as purchase or sale of real or personal property, moving or interview for position.
- d. Absence for household emergency for reasons other than illness.

Requests for personal leave under this Article shall not be unreasonably denied.

ARTICLE X

Funeral Leave

Whenever a teacher shall be absent from duty because of a death in the immediate family of the teacher, there shall be no deduction in salary for an absence not in excess of five (5) working days. Members of the immediate family shall be defined as father, mother, brother, sister, parent-in-law, or near relative who resides in the same household or any person with whom the employee had made his or her home. Step family is considered immediate family. For the death of a spouse or child, the teacher shall be afforded five (5) working days with pay. Whenever a teacher is absent due to the death of a near relative, there shall be no deduction in salary for absence of two (2) days. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Teachers shall be allowed one (1) day of leave with pay in the event of the death of a close personal friend residing in the same household.

ARTICLE XI

Leave for Study, Research or Service

- A. The Superintendent may grant a leave of absence for study or research to any teacher or person with professional teacher status covered by this contract, which would increase his professional ability.

1. Such leave is to be for a period not exceeding one year at full or partial pay. The Superintendent would make arrangements so the applicant would receive no less than his/her annual salary provided that,
 2. Prior to the granting of such leave, he/she shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the Bristol-Plymouth Regional Vocational Technical School District for a period equal to twice the length of such leave and that,
 3. In default of completing such service, he/she will refund to the School District an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- B. The Superintendent may also grant a leave of absence to any teacher or person with professional teacher status covered by this contract, for service to a professional educational organization of which such teacher or person is a member and has been elected to hold the office of president therein.
1. Such leave is to be for a period not exceeding one year at full or partial pay. The Superintendent would make arrangements so the applicant would receive no less than his/her annual salary.
 2. Provided that such professional educational organization shall reimburse the School District for any salary paid to said member of the Bargaining Unit
- C. Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, a leave of absence, when the employee is so ordered and the assignment date is not optional.

The difference between military pay and the teacher's salary shall be paid by the School District. In any case, the paid leave may not exceed ten (10) days. The administration shall be notified as soon as the teacher is notified of the assignment.

- D. Teachers may be permitted to visit in other classrooms or in other cities and towns to observe teaching techniques and inspect teaching materials. Permission for such activity may be granted only after the submission of pertinent data (including the number of days) has been approved by the Superintendent.
- E. At the discretion of the Superintendent, teachers shall be allowed to attend professional conferences, workshops, seminars, or conventions which relate to the activity of the school.
- F. The president of the Association will not be assigned any non-teaching duties. He/she may use the non-teaching periods to conduct Association duties.

ARTICLE XII

Religious Leave

Time off, without loss of pay, will be granted for the observance of required holidays of any religious sect or belief.

ARTICLE XIII

Maternity Leave and Parental Leave

- A. The District shall comply with all State and Federal laws regarding Maternity and Parental leave, including Massachusetts General Laws Chapter 149, Section 105D, Parental Leave, and the Family Medical Leave Act.

B. The Superintendent may grant a leave of absence without pay for up to two (2) years for the purpose of rearing a child. A teacher who is on childrearing leave shall be allowed to continue Group Health and Life Insurance coverage during the period of said leave as provided by the District to members of the Bargaining Unit by paying the District for premium cost. Requests for such leave shall not be unreasonably denied.

ARTICLE XIV

Leaves Without Pay

A. Teachers who are granted a Leave of Absence shall notify the Superintendent, in writing, on or before March 1 of their intent to return for the next school year. Failure to do so shall be construed to mean that the individual does not plan to return.

B. In cases of absence for reasons other than those covered by Articles VIII, IX, X, XI, XII, and XIII of this Agreement, approval must be secured in advance from the Superintendent. In such cases of excused absence, 1/182 of the annual salary will be deducted for each day.

Absence without excuse will be considered evidence of insubordination by the Superintendent.

ARTICLE XV

Professional Improvement

A. All teachers are required to meet state mandated professional improvement requirements.

B. The “Staff Request for Course Approval -- Professional Development” form is the official and only form for the purposes of Article XV (See Appendix G). With the prior approval of the Superintendent, professional development activities for which Professional Development Points are earned, shall be reimbursed as follows:

Fully certified academic teachers:

YEAR	ACCUMULATING UNDERGRAD CREDITS	ACCUMULATING GRADUATE CREDITS	MATRICULATING IN APPROVED DEGREE PROGRAM
2020-2023	\$2,500.00	\$2,500.00	\$2,500.00

Courses must be those offered by an accredited college or university and must have prior approval of the Superintendent. Evidence of a grade of B or better (in the case of a Pass/Fail class, a Pass) must be given to the Superintendent.

C. Professional improvement for Technical or related teachers may take the form of additional training, research in methods of teaching, increased skill or knowledge in his/her area of instruction, upgrading in an education area applicable to his/her specialty or academic development of special project and assignments, but not limited to the above. It is agreed that technical teachers pursuing a degree program may submit a three (3) hour accredited course in lieu of technical training. Prior approval of any form of professional improvement for technical and related teachers is required from the Superintendent. The reimbursement for all of the above activities as approved by the Superintendent shall be as follows:

Technical teachers

YEAR	PROVISIONALLY APPROVED FOR TEACHER APPROVAL COURSES	FULLY APPROVED ACCUMULATING UNDERGRAD CREDITS	FULL Y APPROVED IN AN APPROVED DEGREE PROGRAM
2020-2023	\$2,500.00	\$2,500.00	\$2,500.00

Professional improvement for technical related or academic teachers in the form of seminars and/or classes in trade areas that have been previously approved by the Superintendent shall also allow for movement in the salary scale in that any forty-five (45) clock hours shall be equal to three (3) credit hours of course work.

These seminars or classes may be accumulated to achieve the forty-five (45) clock hours. Any remaining clock hours from a seminar or class used to complete a forty-five (45) clock hour unit may be used to begin a new unit of forty-five (45) clock hours.

- D. Arrangements may be made by the Department of Education to provide opportunities for professional improvement for all occupational education personnel by holding state, regional or local workshops, seminars and conferences and by special arrangements with colleges and institutes of higher learning on a contractual basis.
- E. The state may provide for in-service programs offered in subject matter for the upgrading of teachers, the development and upgrading of supervisory and administrative personnel and for those who are to work in all types of occupational education schools and classes as allowable under federal and state laws applicable to technical education.
- F. Credit on the salary schedule will be granted for college credits received for trade experience from any accredited degree-granting institute at the time said credits are awarded. Teachers may advance from level to level in accordance with Article XVIII-A-1-(a).

G. The Superintendent will consider course work required for employment mandated licensure as professional development for the purpose of reimbursement.

ARTICLE XVI

A. Vacancies, Promotions, Transfers and Reductions in Force

1. Whenever any vacancies, promotions, new or more desirable positions occur during the school year (September to June), they will be adequately publicized by the Superintendent by means of a notice placed on the faculty bulletin board as far in advance of the appointment as possible. If the vacancy occurs after the close of school in June and before September, notices of such vacancy shall be mailed/e-mailed to the Association President. Notification will be sent to the entire membership only for those vacancies which must be filled by September 1.
2. Qualifications of the applicant, general requirement of the position, salary and other pertinent information shall be set forth.
3. All teachers will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the School System, and other relevant factors. Preference will be given to members of the teaching staff. Where factors considered concerning qualifications, experience, training, and general ability are equal, seniority based on consecutive years of experience in the Bristol-Plymouth Regional Vocational Technical School District shall be given preference. Each bargaining unit applicant shall be considered.
4. 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 inform the teachers individually, the changes made in the qualifications, duties and/or compensation.

5. Appointments will be made without regard to race, color, sex, gender identity, religion, national origin, disability, sexual orientation, age, economic or homelessness status, or pregnancy or pregnancy related condition.

B. Summer School and Evening School

1. All openings for summer school and for evening school teachers will be adequately publicized by the Superintendent and shall be posted in the school building as early as possible. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such summer school or evening positions will be notified of the action taken regarding their applications as early as practical.
2. Positions in the summer school and evening school will, to the extent possible, be filled by appointed teachers in the Bristol-Plymouth Regional Vocational Technical School District. Where factors considered concerning qualifications, experience, training and general ability are equal, seniority based on consecutive years of experience in the Bristol-Plymouth Regional Vocational Technical School District shall be given consideration.

C. Transfers

1. Requests for transfer shall be submitted to the Superintendent in writing. All transfer requests shall include the subject area to which the teacher seeks assignment.
2. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.
3. Where all other factors are equal, seniority based on consecutive years of experience in the Bristol-Plymouth Regional Vocational Technical School District shall be given consideration.

4. Any transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee at an administrative level), at which time the teacher shall be notified of the reasons for the transfer.

D. Reduction in Force

1. In the event that the Superintendent determines that a reduction in the number of employees covered by Article I of the Collective Bargaining Agreement between the Committee and the Association, the following procedure for reduction in personnel will be followed:
 - a) If the Superintendent determines it is necessary to reduce the number of employees covered by the Collective Bargaining Agreement, it shall first attempt to accomplish said reduction by attrition.
 - b) A teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
 - c) In the event that a reduction cannot be accomplished pursuant to Section a and/or b above, layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's documented disciplinary record and summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of Bristol-Plymouth Regional Technical School, Proficient and Exemplary being considered equal. The number of summative evaluations compared with include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, review of the personnel files of the teachers in the targeted discipline will be

done and if the teachers have similar disciplinary records, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

- d) When a Reduction in Force is to take place, the Superintendent shall give written notice to the affected employees at least thirty (30) days prior to the reduction.
- e)
 - (1) An employee covered by the Collective Bargaining Agreement, who has been notified that he is to be placed on layoff in accordance with paragraph “d” above, may within five (5) calendar days of said notification inform the Superintendent, in writing that he/she wishes to displace an employee with less seniority than he/she within a discipline in which he/she is qualified, as defined in paragraph “g” (2) of this Article. The employee who wishes to displace another employee with less seniority than he/she in a discipline in which the displacing employee is qualified and is certified may do so provided said employee has previously taught in the discipline within ten (10) years prior to the date on which the displacing employee was given a written notice layoff.
 - (2) If the affected employee requests, within ten (10) calendar days from the date of notification under paragraph “d” above, and is granted a leave of absence without pay or increment as a result of layoff pursuant to the provisions of this Reduction in Force procedure, said leave shall continue for the recall period unless otherwise terminated.
 - (3) When an employee covered by the Collective Bargaining Agreement who has not been dismissed pursuant to M.G.L. c.71, s. 42, has been granted a leave of absence as a result of layoff in accordance with the provisions of the Reduction in Force procedure, said employee shall be placed on a recall list for a period of twenty-four (24) calendar months from the effective date of the layoff. If not recalled during said period, the employee shall be terminated.

(4) An employee granted a leave as set forth in e (2) above shall be entitled, during the recall period, membership in the group health or life insurance plan(s) that covers current active employees, provided, however, that the employee pays the entire cost of said insurance in monthly payments in advance of the premium due, and there shall be no contribution by the District for such employee's insurance.

(5) During said recall period, employees laid off under this paragraph shall be given priority on the substitute list provided the employee is certified or qualified as herein defined in the discipline for which a substitute is required. Employees must indicate in writing either agreement to perform substitute work at the substitute's daily rate of pay.

(6) The employee, during the period of recall, shall inform the Superintendent of his/her current mailing address and any other circumstances which could affect his/her recall status.

(7) In the event that the Superintendent determines to reestablish the eliminated positions, or in the event that other vacancies occur which the Superintendent decides to fill, then employees who have been placed on layoff status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The employees so notified shall, within thirty (30) days from the date of the receipt of the notice, respond, in writing, by certified mail of their intention to return or not return to the school system. Upon the expiration of said thirty (30) days, if the Superintendent has not been notified by said employee, or if the employee has given notice of his/her intention not to return, then in such event, said employee shall terminate the leave of absence and the employee shall be considered to have resigned from the school system.

(8) The Superintendent shall assign the most senior qualified employee among those notified in paragraph (7) to the available position, the position provided said employee was placed on layoff from the discipline of the position and provided said employee has complied with the provisions in paragraph (7). If among those notified in paragraph (7) there is no employee who was teaching in the discipline of the position immediately prior to being placed on layoff, the Superintendent shall assign the most senior qualified employee among those notified in paragraph (7).

(9) Those employees who have complied with paragraph (7) above and who have not been assigned in accordance with paragraph (8) above, shall continue in recall status consistent with paragraph “e” (3) above.

(10) In the event of a layoff pursuant to this Article, no duties performed by members of the bargaining unit may be performed by persons not in the bargaining unit except to the degree consistent with the practices in effect on the effective date of this Article.

f. Fall Back

(1) Employees with professional teacher status under the provisions of M.G.L. c. 71, s. 41, who reenter the bargaining unit described in Article I, shall be placed on the Seniority List in accordance with their total consecutive service within the bargaining unit.

(2) Employees who fall back in accordance with “f” (1) above and who are assigned to a teaching position shall be assigned to the discipline in which they last taught.

g. Definitions

(1) Seniority: Means a professional full-time, part-time teacher’s length of consecutive service in years, months and days in the School System. Leaves of absence shall not be considered as breaks in said consecutive service, except that only paid leaves of absence shall be counted as years, months, and days for the purposes of this definition.

Where the total number of years, months and days are equal, seniority shall be determined by lot.

Length of service for any present professional full-time, part-time teacher as of the effective date of this Article shall commence with said employee's first day of active service in a professional position in the School System.

(2) Qualified: Means that the employee has placed on file with the Superintendent prior to the finalization of the seniority list, evidence of certification required pursuant to Chapter 71, section 38G of the Massachusetts General Laws.

(3) Layoff: Means an unpaid leave of absence for a period of twenty-four (24) months commencing from and pursuant to a Reduction in Force.

(4) Recall: Means the right to return to service during the twenty-four (24) month layoff period.

(5) Seniority List by Discipline: Shall mean a list specifying the order of seniority of each professional employee. The seniority list shall include the areas in which a professional employee is qualified, and said list shall be prepared by the Superintendent and the Association shall promulgate the seniority list to each professional employee within ten (10) calendar days after receipt of said list from the Committee.

- h. A teacher who accepts recall shall have all the benefits accrued up to June 30 of the school year in which the Reduction in Force notice was given restored upon recall.
- i. The Superintendent and Association agree that for the purpose of this Article, grievances arising hereunder shall be processed in accordance with the Grievance Procedure of the Collective Bargaining Agreement between the Association and the Committee.

- j. The foregoing procedure for Reduction in Force shall apply solely to professional teacher status, full-time and part-time teachers covered by the Collective Bargaining Agreement.

ARTICLE XVII

Supplemental Benefits

A. Group Hospitalization and Life Insurance

During the term of this contract, the Committee shall provide eighty-five percent (85%) of the cost of premiums for Blue Cross and Blue Shield and eighty-five percent (85%) payment of the cost of premiums for a \$4,000 life insurance policy. Any teacher, who retires pursuant to the Massachusetts Teachers' Retirement Act, shall be eligible to remain in the Insurance Group Plans, for which the Committee will provide an amount equal to fifty percent (50%) of the current premium for group health insurance only with the balance of premium cost to be borne by the retiree and his/her surviving spouse. Bargaining unit members who do not avail themselves; that is, they are not on any health insurance plan offered by the District, of the health insurance benefits provided by this section for a period of one year (12 consecutive months) beginning July 1 and ending June 30, shall be paid an annual stipend of one thousand dollars (\$1,000.00). New teachers covered under the collective bargaining agreement who are employed on the first day of the school year in September that have elected not to take the health insurance benefits offered by the District are deemed to have met the annual requirements of Article XVII, Supplemental Benefits, §A . The annual stipend will be paid in the final payroll of June.

B. Pension

The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of the Agreement.

C. Tax Free Annuity

The Committee agrees that it is desirable to allow teachers to take advantage of the federal law concerning tax free annuities and shall take such steps as are necessary to implement a tax free annuity program. The Association agrees to hold the Committee and the Administration harmless in connection with any dispute over the proper administration of this section.

D. During the terms of this agreement, the Committee shall provide a Delta Dental Plan and pay fifty percent (50%) of the cost of the plan. Participating teachers will pay fifty percent (50%) of the cost. Retired bargaining unit members may participate in the dental insurance plan by paying fifty percent (50%) of the cost.

E. Worker's Compensation

The Committee agrees to provide coverage for teachers in bargaining unit under the terms of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152.

F. Influenza inoculations shall be provided to members of the bargaining unit at no cost to the individual teachers subject to prevailing state guidelines.

G. Longevity

All personnel covered by this Agreement, after having been employed by the District in a position covered by this Agreement for ten (10) years, shall be paid annually, in the month of June, a longevity payment as follows:

YEARS	After Completion of 10 Consecutive Years	After Completion of 15 Consecutive Years	After Completion of 25 Consecutive Years
2020-2023	\$3,000.00	\$3,500.00	\$4,000.00

- H. The Association and the Committee agree to participate in a study committee which would also include representatives of other groups of employees of the Committee for the purpose of investigating alternative health insurance plans, including the Master Health Plus plan. This committee will make any recommendations it may have to the Association and the Committee for their consideration.
- I. Children of current full-time employees who are employed by the District during the 2019-2020 school year or earlier may apply for admission to Bristol-Plymouth Technical School even if they reside outside the District. Acceptance would be contingent on the student meeting the minimum admission requirements and there being no District students on the waitlist.
- J. Members of the bargaining unit with children at an age accepted by the District's Day Care Program, shall be eligible for a fifteen percent (15%) discount for full-time day care services at the District's Day Care program.
- K. A member of the bargaining unit may enroll in a Bristol-Plymouth Evening School Class, if the minimum of number of paying students has been reached, at no cost to the member.
- L. Culinary Arts teachers who work at special functions with the prior approval of the Superintendent or his/her designee shall be paid at the hourly rate of forty-one dollars (\$41.00) per hour.
- M. Any member of the bargaining unit assigned to tutor students outside the normal school hours either in the school building or outside of the school shall be paid at the same rate as Evening School Instructors of Competency Based Courses.

ARTICLE XVIII

Salary Schedule Conditions

A. Progression in the Salary Schedule

1. a. Advancement from level to level shall be implemented twice a year. Changes in salary schedule due to professional advancement will be granted twice yearly on September first and February first after which the teacher submits evidence of the completion of requirements. Credits for such advancement must meet the approval of the Superintendent prior to the commencement of the course work. Requests for approval of credits shall be answered within ten (10) workdays of the date of the request.
- b. If a teacher submits for approval at any time courses completed prior to the effective day of this contract, and they are approved by the Superintendent, any advancement in level to which the teacher is entitled shall be implemented on the next September 1.
- c. The Superintendent shall exercise discretion in the hiring of academic and technical teachers at such salary step and level as the market shall require.
- d. Teachers required to serve at Special Needs Team meetings after the normal school day will be paid ten (\$10) dollars per meeting. Whenever possible, these meetings will be held during the normal workday.

B. Method and Time of Salary Payment

1. Salaries of individuals covered by this agreement shall be paid in twenty-six (26) installments directly deposited in the bank account(s) of the teacher's choice starting with the second week of the school year in September, and continuing through August. All installments remaining unpaid at the close of the school year shall be paid in one sum upon request. If a teacher leaves or dies during the school year, his or her estate shall be entitled to a prorated share based on

his/her period of service in relation to the number of weeks school is in session during the school year, minus the compensation already paid. All weeks during which the school is in session shall be considered as containing five (5) days each, notwithstanding holidays or no school days.

2. During a vacation week, payroll checks which are due on the Thursday of said week will be available in the office at Bristol-Plymouth between 11:00 a.m. and 2:00 p.m. If the Thursday is a holiday, checks will be available on Wednesday between 11:00 a.m. and 2:00 p.m. with the exception of the Wednesday before Thanksgiving. On this day, checks will be given by the end of the school day. Teachers requesting that checks be mailed will have their request honored on the same schedule as above.

C. Anniversary Dates

1. For purpose of salary payment, teachers serving more than one-half (91 work days) of a school year will advance a step on a salary schedule in September.

ARTICLE XIX

Evening and Part-time School Salary Schedule

A. Evening and part-time instructors will be paid as follows:

COMPETENCY BASED COURSES

Salary

\$41.00 per hour beginning 9/2020-8/2023

REQUIREMENTS

- Administrative competency review prior to first class
- Student attendance recorded
- Student evaluation survey
- Student competency profile at completion
- Administrative evaluation

PRACTICAL ARTS COURSE

Salary \$34.00 per hour beginning 9/2020-8/2023

REQUIREMENTS

- Student attendance recorded
- Student evaluation survey
- Administrative evaluation

The determination of practical arts or competency-based classification of courses will be made by the administration.

- B. If classes are cancelled after the normal reporting time for instructors, instructors will receive full evening pay. Evening school teachers will be paid at the conclusion of the course.
- C. Preference will be given to that instructor, provided he/she is a teacher in the Bristol-Plymouth Regional Vocational Technical School District, who has satisfactorily performed as an evening school or summer school instructor in the previous semester.

ARTICLE XX

Early Retirement

Upon written notice of an intent to resign for the purposes of retirement received at least one (1) year prior to the effective date and no later than December 1 in any year, a teacher who has or will have at least ten (10) years’ service in the School District on the effective date of retirement will receive additional compensation under this paragraph as follows:

An additional sum of ten percent (10%) on the base salary in each year non-cumulative up to a maximum of one (1) year.

The decision to resign for the purpose of retirement under provisions of this Article is irrevocable.

ARTICLE XXI

SALARY SCHEDULES

All salary schedules shall be adjusted across the board as follows:

Effective September 1, 2020, the salary schedule in effect - see Appendix A – page 50

Effective September 1, 2021, the salary schedule in effect - see Appendix B – page 51

Effective September 1, 2022, the salary schedule in effect - see Appendix C – page 52

Fully Licensed Technical Teachers with Professional Teacher Status will receive stipends for college degrees as follows:

Year	Bachelor’s Degree	Master’s Degree
2020-2023	\$2,200.00	\$2,500.00

Note: Teachers eligible for the Master’s Degree Stipend receive it in lieu of the Bachelor’s Degree Stipend, not in addition to.

Degree stipends shall be paid in the first pay period in March.

The provisions of the following section shall be applicable only to those bargaining unit members employed as of 9/2/08.

Fully Licensed Academic Teachers with Professional Teacher Status will receive stipends for advanced degrees as follows:

Year	Master's Degree	CAGS or 2nd Masters
2020-2023	\$2,200.00	\$2,500.00

Note: Teachers eligible for the CAGS or 2nd Masters Stipend receive it in lieu of the Master's Degree Stipend, not in addition to.

For teachers covered by this Agreement and hired after 9/2/08, advanced degree stipend categories will be changed as follows:

Fully Licensed Academic Teachers with Professional Teacher Status will receive stipends for advanced degrees as follows:

Year	CAGS Degree	Doctorate
2020-2023	\$2,200.00	\$2,500.00

Note: Teachers eligible for the Doctorate receive it in lieu of the CAGS Degree Stipend, not in addition to.

All anticipated coaching positions shall be appointed annually by the Superintendent for a one-year term. All such positions shall be posted on an annual basis on or before May 15 of the school year and shall be posted until filled by a suitable candidate. Administration may interview applicants and make appointments on a rolling basis until an appropriate candidate is selected. Bargaining unit applicants with backgrounds, experience, and knowledge commensurate with the duties of the position and other candidates will be given careful consideration for an interview and preference in filling such positions shall be given to such members if all aspects of their candidacy are equivalent to a candidate outside the unit. If in the opinion of the Superintendent the qualifications of bargaining unit members are equal, seniority may be used to make a final decision.

Coaches will be paid one-half of their coaching salary halfway through the season. The final payment will be issued after all regular season obligations have been met.

ARTICLE XXII

Scholarship Standards

- A. The parties agree that continuing study will be given to suiting the curriculum to the student and developing optimum teaching-learning conditions.
- B. Regulations concerning the dismissal of students for any events are to be rigidly enforced.
- C. Inequitable transfer of pupils from one teacher to another is to be discouraged.

ARTICLE XXIII

Performance Standards

Professional Development and Performance Standards will be in accordance to the Educational Reform Legislation.

ARTICLE XXIV

Association Privileges and Responsibilities

A. Information

The Superintendent shall make available to the Association upon its reasonable request and in the Superintendent's discretion, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

B. Protection of Individual and Group Rights

- 1. Nothing contained herein shall be construed to prevent the Superintendent from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, no change or modifications shall be made except through consultation or negotiation with the Association. Nothing contained herein shall be construed to permit any organization other than the Association to appear in an official capacity in the processing of a grievance.

2. Nothing contained herein shall be construed to prevent any person from informally discussing any matter in his/her own interest with his immediate superior or the Superintendent.

C. Existing Laws and Regulations Preserved

1. The rights and benefits of persons provided herein are in addition to those provided by state, or federal law, rule, or regulation, including without limitation all applicable tenure, pension or education laws and regulations.
2. Notwithstanding any contrary provision in Paragraph 1, in the event the parties are prevented by operation of law from implementing the negotiated salary schedules or any other provision of this Agreement, any claims, legal, equitable, or moral, against the Committee, now or any time in the future.

- D. The Committee shall grant two (2) days leave of absence, with pay, with the cost of a substitute not to exceed \$125 be reimbursed by the Association to the District for the President to conduct Association Business. These days will be used as full days. An effort will be made to provide seventy-two (72) hour notice to the Superintendent. The Committee shall grant three (3) days leave of absence, with pay, with the cost of a substitute not to exceed \$125 be reimbursed by the Association to the District for up to three (3) elected delegates and/or members to attend the Massachusetts Teachers Association Annual Meeting. This time shall not be deducted from, but shall be in addition to, any other leave provisions.

ARTICLE XXV

General

- A. The parties further recognize and agree that as to every matter as to which a specific agreement is not set forth in the Agreement, the Committee continues to retain, through the Superintendent, whether exercised or not, the sole and unquestioned right to exercise all of the authority, powers,

responsibilities and rights provided by and under the law of Massachusetts in the control, direction and management of the Bristol-Plymouth Regional School System. No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice charge.

- B. Being a mutual Agreement, this instrument may be amended at any time by mutual consent.
- C. The salary schedule for the School Nurse shall be the same as the salary schedule for Teachers.
- D. Bargaining unit members who are required to maintain craft-related licenses in order for their programs to remain certified, shall be reimbursed for any and all expenses incurred by them in maintaining said license. The District shall reimburse bargaining unit members up to five hundred dollars (\$500.00) when they use a license which is not required to maintain program certification to file permits on behalf of the District.

ARTICLE XXVI

Duration

The provisions of the Agreement will be effective as of September 1, 2020 and will continue and remain in force and effect until August 31, 2023.

Said Agreement will automatically renew and will continue in full force and effect for additional periods of one (1) year unless either the Committee or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date.

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

FOR THE COMMITTEE:

FOR THE ASSOCIATION:

_____, Chair Date

_____, President Date

_____, Esquire Date

SALARY SCHEDULE 2020-2023

- Effective September 1, 2011, to advance beyond the first column of the new Teachers' Salary Schedule;
 - Academic Teachers must have at least their initial license from the Massachusetts Department of Elementary and Secondary Education; and
 - Technical Teachers must have their professional license from the Massachusetts Department of Elementary and Secondary Education.

- Effective September 1, 2011, to advance beyond the second column and subsequent columns of the new Teachers' Salary Schedule, Academic Teachers must have their professional license from the Massachusetts Department of Elementary and Secondary Education.

APPENDIX A – SALARY SCHEDULE 2020-2021

BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT							
Teachers' Annual Salary Schedule for School Year 2020-2021							
Academic Ch. 71	Approved Bachelor's	Approved Master's	Approved Master's +15	Approved Master's +30 or Second Master's	Approved Master's +45	Approved CAGS/EDS	Approved Doctorate
Technical Ch. 74	Approved Technical License	Approved License +21	Approved License +42	Approved License +63 or Associate's	Approved License +84	Approved Bachelor's	Approved Master's
Step							
1	45,949	47,880	49,892	51,988	54,170	56,446	58,704
2	47,787	49,795	51,888	54,067	56,337	58,704	61,052
3	49,698	51,787	53,962	56,230	58,590	61,051	63,494
4	51,686	53,858	56,121	58,479	60,935	63,494	66,034
5	53,754	56,013	58,366	60,818	63,372	66,034	68,675
6	55,904	58,253	60,701	63,251	65,906	68,675	71,422
7	58,140	60,583	63,129	65,781	68,542	71,421	74,279
8	60,467	63,006	65,654	68,412	71,285	74,278	77,251
9	62,885	65,526	68,280	71,149	74,136	77,250	80,341
10	65,400	68,148	71,012	73,995	77,101	80,340	83,554
11	68,016	70,874	73,852	76,955	80,186	83,553	86,896
12	70,737	73,708	76,806	80,032	83,393	86,896	90,372
13	73,566	76,656	79,878	83,234	86,728	90,371	93,987
14		79,723	83,073	86,563	90,197	93,986	97,747
15		82,912	86,396	90,025	93,805	97,746	101,656
16		86,228	89,852	93,626	97,558	101,655	103,689
17		87,953	91,649	95,499	99,509	103,688	

APPENDIX B – SALARY SCHEDULE 2021-2022

BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT							
Teachers' Annual Salary Schedule for School Year 2021-2022							
Academic Ch. 71	Approved Bachelor's	Approved Master's	Approved Master's +15	Approved Master's +30 or Second Master's	Approved Master's +45	Approved CAGS/EDS	Approved Doctorate
Technical Ch. 74	Approved Technical License	Approved License +21	Approved License +42	Approved License +63 or Associate's	Approved License +84	Approved Bachelor's	Approved Master's
Step							
1	45,949	47,880	49,892	51,988	54,170	56,446	58,704
2	47,787	49,795	51,888	54,067	56,337	58,704	61,052
3	49,698	51,787	53,962	56,230	58,590	61,051	63,494
4	51,686	53,858	56,121	58,479	60,935	63,494	66,034
5	53,754	56,013	58,366	60,818	63,372	66,034	68,675
6	55,904	58,253	60,701	63,251	65,906	68,675	71,422
7	58,140	60,583	63,129	65,781	68,542	71,421	74,279
8	60,467	63,006	65,654	68,412	71,285	74,278	77,251
9	62,885	65,526	68,280	71,149	74,136	77,250	80,341
10	65,400	68,148	71,012	73,995	77,101	80,340	83,554
11	68,016	70,874	73,852	76,955	80,186	83,553	86,896
12	70,737	73,708	76,806	80,032	83,393	86,896	90,372
13	73,566	76,656	79,878	83,234	86,728	90,371	93,987
14		79,723	83,073	86,563	90,197	93,986	97,747
15		82,912	86,396	90,025	93,805	97,746	101,656
16		86,228	89,852	93,626	97,558	101,655	105,763
17		89,712	93,482	97,409	101,499	105,762	

APPENDIX C – SALARY SCHEDULE 2022-2023

BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT							
Teachers' Annual Salary Schedule for School Year 2022-2023							
Academic Ch. 71	Approved Bachelor's	Approved Master's	Approved Master's +15	Approved Master's +30 or Second Master's	Approved Master's +45	Approved CAGS/EDS	Approved Doctorate
Technical Ch. 74	Approved Technical License	Approved License +21	Approved License +42	Approved License +63 or Associate's	Approved License +84	Approved Bachelor's	Approved Master's
Step							
1	45,949	47,880	49,892	51,988	54,170	56,446	58,704
2	47,787	49,795	51,888	54,067	56,337	58,704	61,052
3	49,698	51,787	53,962	56,230	58,590	61,051	63,494
4	51,686	53,858	56,121	58,479	60,935	63,494	66,034
5	53,754	56,013	58,366	60,818	63,372	66,034	68,675
6	55,904	58,253	60,701	63,251	65,906	68,675	71,422
7	58,140	60,583	63,129	65,781	68,542	71,421	74,279
8	60,467	63,006	65,654	68,412	71,285	74,278	77,251
9	62,885	65,526	68,280	71,149	74,136	77,250	80,341
10	65,400	68,148	71,012	73,995	77,101	80,340	83,554
11	68,016	70,874	73,852	76,955	80,186	83,553	86,896
12	70,737	73,708	76,806	80,032	83,393	86,896	90,372
13	73,566	76,656	79,878	83,234	86,728	90,371	93,987
14		79,723	83,073	86,563	90,197	93,986	97,747
15		82,912	86,396	90,025	93,805	97,746	101,656
16		86,228	89,852	93,626	97,558	101,655	105,763
17		89,712	93,482	97,409	101,499	105,762	107,878
18		91,506	95,352	99,357	103,529	107,877	

APPENDIX D-TEACHER EVALUATION SYSTEM

Table of Contents

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

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

- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.

- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the Educator’s direct Supervisor or acting Supervisor when possible.
 - ii) **Supervising Evaluator** shall be the Educator’s direct supervisor and/or the Principal or the Principal’s Designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and by mutual agreement between the Evaluator and the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the School Committee and the Bristol-Plymouth Teachers Association.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds

proficient and could serve as a model of practice on that standard district-wide.

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

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

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

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

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

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s)

- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, counselors, or school nurses.
- DD) ***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. The parties agree that three years of data shall not interfere with the District’s rights under M.G.L. C. 71, §§ 41 and 42 regarding the dismissal of teachers during the first ninety (90) days of employment and to non-renew at the end of each of the first three years of employment. The District-determined measures shall be developed collaboratively by educators at the subject or department level. Measures developed must be consistent across the district and supported by the curriculum.

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 three 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.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations.
 - ii) Announced observation(s).
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, and or Goals, 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).

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and with input from the workgroup.

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 with prior notice to the faculty.

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:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams. 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.
- 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 five 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 and shall be affixed to the plan. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle and no more than eight (8) in a year.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or mailed to the Educator's home. The Educator shall sign the Form within 5 days of its receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the

lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(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 or Educator Goals or both.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email-or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report by the end of the first week of June of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or 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, or by the end of the school year, whichever is first, of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Educator's response will be attached to the report.
- 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 the end of the first week of June.
- 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.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or home no later than by the end of the first week of June.

- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1.
- 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 10.
- 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 15. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research,

curriculum development, study groups with peers, and implementing new programs.

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

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

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

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10.
- 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 60 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Bristol-Plymouth Teachers Association attend the meeting(s).
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Educator shall have the right to respond in writing to the plan within 10 school days which shall be attached to the plan.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

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

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

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

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

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX E – SALARY SCHEDULE FOR COACHES 2020-2023

**BRISTOL-PLYMOUTH REGIONAL VOCATIONAL
TECHNICAL SCHOOL DISTRICT
Coaches Annual Salary Schedule
For School Years 2020-2023**

Coaching Assignment	Step 1	Step 2	Step 3	Step 4	Step 5
Head Football Coach	4,645	5,435	6,202	6,976	7,754
Assistant Football Coach	3,102	3,880	4,648	5,435	0
Head Basketball Coach	3,880	4,648	5,435	6,202	6,976
Assistant Basketball Coach	2,710	3,492	4,267	5,051	0
Head Baseball Coach	3,102	3,880	4,648	5,435	6,202
Assistant Baseball Coach	1,941	2,710	3,492	4,267	0
Head Track Coach	3,102	3,880	4,648	5,435	6,202
Assistant Track Coach	1,941	2,710	3,492	4,267	0
Cross-Country Coach	1,551	2,328	3,102	3,880	4,513
Head Girls Softball Coach	3,102	3,880	4,648	5,435	6,202
Assistant Girls Softball Coach	1,941	2,710	3,492	4,267	0
Head Girls Basketball Coach	3,880	4,648	5,435	6,202	6,976
Asst. Girls Basketball Coach	2,710	3,492	4,267	5,051	0
Head Cheerleader Coach	3,102	3,880	4,648	5,435	6,202
Assistant Cheerleader Coach	1,941	2,710	3,492	4,267	0
Intramural Coach	1,450	0	0	0	0
Head Soccer Coach	3,102	3,880	4,648	5,435	6,202
Assistant Soccer Coach	1,941	2,710	3,492	4,267	0
Head Girls Soccer Coach	3,102	3,880	4,648	5,435	6,202
Assistant Girls Soccer Coach	1,941	2,710	3,492	4,267	0
Head Girls Volleyball Coach	3,102	3,880	4,648	5,435	6,202
Assistant Girls Volleyball Coach	1,941	2,710	3,492	4,267	0
Golf Coach	1,557	2,328	3,102	3,880	4,513
Wrestling Coach	3,880	4,648	5,435	6,202	6,976
Head Boy's Lacrosse Coach	3,102	3,880	4,648	5,435	6,202
Assistant Boy's Lacrosse Coach	1,941	2,710	3,492	4,267	0
Head Girl's Lacrosse Coach	3,102	3,880	4,648	5,435	6,202
Assistant Hockey Coach	2,710	3,492	4,267	5,051	0

APPENDIX F – SALARY SCHEDULE FOR EXTRACURRICULAR 2020-2023

**BRISTOL-PLYMOUTH REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT
EXTRACURRICULAR ACTIVITY ANNUAL SALARY SCHEDULE
FOR SCHOOL YEARS 2020-2023**

Activity	2020-2023
Freshman Class Advisor	1,084
Sophomore Class Advisor	1,084
Junior Class Advisor	1,276
Senior Class Advisor	1,753
AYES Liaison	1,985
Business Prof. of America Advisor	1,145
Literary Magazine Advisor	1,303
Math Team Advisor	825
Multicultural/Diversity Club	842
National Honor Society Advisor	1,152
Newspaper Advisor	2,284
Non-Traditional Support Club	842
S.A.D.D. Advisor	842
Student Advisory Board Advisor	382
Student Council Advisor	1,545
Trouble Shooting Advisor	1,322
Skills USA Advisor	2,806
Asst. Skills USA Advisor (s)	1,612
Student Function Advisor	2,200
Women in Technology Advisor (s)	764
Yearbook Advisor	3,630
Asst. Yearbook Advisor	1,048

Scholarship Advisor responsibilities will be performed by a Counselor and will receive an annual stipend of \$800.

The following clubs will be paid at the Intramural Coach Rate

Fencing Club	1,450
Performance Arts Club	1,450
Book Club	1,450
Scientific Club	1,450
Dance Club	1,450
HOSA Advisor	1,450

*Per major performance