COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE BOURNE SCHOOL COMMITTEE

("THE COMMITTEE")

AND

THE BOURNE EDUCATORS ASSOCIATION

("THE ASSOCIATION")

THIS AGREEMENT TO BE EFFECTIVE

JULY 1, 2025 — JUNE 30, 2028

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PREAMBLE

This agreement made and entered into this first day of July 2025 between the SCHOOL COMMITTEE of the TOWN OF BOURNE ("The Committee") and the BOURNE EDUCATORS' ASSOCIATION ("The Association").

WITNESSETH

ARTICLE I - RECOGNITION

Section 1.

The Committee recognizes the Association as the bargaining representative for all full and part time professional employees within the Bourne School System. The Association shall, within the stipulated provisions of this Agreement, be the exclusive bargaining agent for all employees of such unit to negotiate agreements and bargain collectively for all members in the unit on matters of wages, hours, and other conditions of employment. Unless otherwise specifically indicated, the term "teacher" when used in this Agreement shall include all bargaining unit members. The parties agree that all benefits under this Agreement for part time employees will be prorated unless otherwise excluded. For the purpose of health insurance, the provisions of Chapter 328 shall prevail. Nothing in this provision shall act, enhance or diminish the statutory rights of the Town or the Union with respect to resolving issues with respect to health insurance. In the event of an agreement by the Town of Bourne and the Union with respect to health insurance, the Committee agrees to modify this contract in such ways as may be necessary to allow implementation of such agreement.

ARTICLE II - DUES DEDUCTIONS

Section 1.

The Committee accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts and will certify to the Treasurer of the Town of Bourne all payroll deductions for the payment of dues to the Association, provided that the Director of Business Services is presented with the authorization forms currently active as well as any additions or deletions. The Committee shall notify the Association in writing within 30 calendar days of the effective date of the following staff changes: changes in bargaining units; changes in the percentage of full-time equivalency of bargaining unit employees; new hires into bargaining unit positions; and/or resignations from bargaining unit positions.

Section 2.

The money thus collected by the Treasurer of the Town of Bourne for the Association will be sent to the Association. Dues deductions will be made weekly over a ten-month period beginning with the first paycheck of the school year. The Treasurer of the Town of Bourne will send all dues thus collected to the Association Treasurer by the 16th day of the succeeding month. This specific amount of the local, county, state, and national associations shall be certified to the Committee by the Association Treasurer on or before the fifteenth of September of each year.

Section 3.

It is understood by the Parties that the Supreme Court case Janus v. AFSCME Council 31 (2018) prohibits the collection of agency service fee(s). Should the collection of agency service fees become legally permissible in the future, the parties agree to reinstate payment of such fees to the Association through payroll deductions.

ARTICLE III - SCHOOL COMMITTEE RIGHTS

Section 1.

The Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers, rights, or duties conferred upon the Committee by the statute or any rules or regulations of any agency of the Commonwealth.

ARTICLE IV - OBSERVANCE OF DUTIES AND DISCIPLINE

Section 1.

All persons covered by this Agreement shall fulfill honorably and to the highest possible degree all of the professional duties and responsibilities for which they have been hired or assigned to within the Bourne School System.

Section 2.

No teacher shall be disciplined, reprimanded or reduced in rank except for just cause and such action will be in accordance with MGL c. 71 s. 42. Any written communications between an administrator and BEA member with relation to this section shall be delivered in hand. When the member is unavailable

correspondence shall be sent via electronic mail and overnight mail to the member. It is understood that this provision shall not apply to the non-renewal of a teacher without professional status of to the non-renewal of a school nurse during his/her first three consecutive school years of employment with the Bourne Public Schools and that any dispute with respect to thereto shall not be subject to grievance or arbitration.

An individual has the right under MGL c. 71 s. 42 to challenge a dismissal through an arbitration process established by DESE. The challenge must be filed within thirty (30) days of Notice of Dismissal.

Section 3.

The Association recognizes that together with the rights afforded professional employees under the laws of Massachusetts is contained a provision against any such employee engaging in, inducing, or encouraging any strike, work stoppage, slowdown, or withholding of services. If there is a violation of this provision of the law, any teachers violating the provisions will, at the discretion of the Superintendent, be subject to disciplinary action.

ARTICLE V - ASSOCIATION ACTIVITIES

Section 1.

There shall be no Association activity by any Association member or representative, except as specifically set forth in this Agreement, on school property, or during time assigned to perform duties during the regular school day, unless sanctioned by the Superintendent of Schools or their agent. With the approval of the Superintendent or Assistant, the President of the Association may leave their school building directly after pupil dismissal time to conduct Association business. Association Building Representatives will be afforded the same privilege (subject to the same conditions) to attend monthly Executive Board meetings.

The Association shall have the privilege to use school buildings at reasonable times after school hours for meetings. The Superintendent of schools or their agent shall be given notice of the time and place of the meeting a reasonable time in advance so as to avoid conflict in scheduling facilities.

Use of school buildings and equipment for Association use after school hours shall be granted within reasonable limits. The cost of all materials used will be borne by the Association.

The district email account may be used to communicate with members to notify them of meetings or other housekeeping issues. No other Association business will be conducted through the district's email system.

Additionally, and notwithstanding the provisions set forth in the previous sentences, it is acknowledged and agreed that the Association President and Vice President may use non-instructional time during the school day for the purpose of labor relations matters. Such time shall not interfere with a member's instructional/duty time, unless authorized by administration.

President(s)/vice President(s) will not be assigned a regular duty period while they are serving as president/vice president.

There will be a joint labor management committee that will meet on at least a quarterly basis during the school year. The committee will be comprised of the Superintendent *or* Assistant Superintendent, at least one member of the School Committee, other necessary administrative staff, and BEA leadership. The Committee will meet to discuss any major local, state, and/or federal initiatives and new district initiatives, programs and curricula. The agenda will be created jointly one week prior to the meeting and shared with the School Committee, administration and staff. Within one week after the meeting, the outcomes of the meeting will be jointly created and shared with the School Committee, administration and staff.

Section 2.

There will be one (1) bulletin board in each school which will be placed in the teacher's lounge for the purpose of displaying official Association notices, circulars, and other material of an official nature.

Section 3.

The Association will be granted up to forty-five minutes to address all teachers during the general meeting on the first day of the school year.

Section 4.

A workshop or course may be sponsored or arranged by the Association apart from in-service training established by the Committee and will be creditable towards increments under Article VIII (4) (b) if approved in advance by the Superintendent.

Section 5.

The Association shall be granted six (6) days of leave of absence, without loss of pay or benefits, for six (6) of its members to attend the MTA Annual Meeting of Delegates.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined to mean a complaint by the Committee, a teacher, or a group of teachers that there is a violation of a provision of this Agreement, or a dispute involving the meaning, interpretation, or application of a provision of this agreement.

Section 2.

If at any step in this procedure the designated school official fails to provide an answer to a grievance within the specified time limits, the grievance shall be automatically qualified to proceed to the next higher step.

Section 3.

Failure at any step of this procedure to appeal the grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the answer rendered by the designated school official and shall be so endorsed by an Association Representative.

Section 4.

Any grievance marked "settled" and initiated by the parties to this procedure will thereby be concluded.

Section 5.

Every effort shall be made by the teacher and their appropriate immediate superior to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure.

Section 6.

The Levels in processing grievances shall be as listed below and shall be taken only during non-school hours. Formal grievances shall be processed on the "Dispute Adjustment Record" forms supplied for the purpose.

Level One

of the formal grievance procedure must be initiated by the aggrieved party within thirty (30) calendar days from the date on which the aggrieved party knew or could with reasonable diligence have known of the act or condition on which the grievance is based, or at the conclusion of the informal discussions. If the matter has not been settled to the teacher's satisfaction by conclusion of informal discussion as proved in section 5 of this Article, the statement of the grievance shall be clearly set forth in writing and they shall, within seven *(7)* days, together with a representative of the Association, discuss the matter as set forth in writing with the "appropriate immediate superior", who shall within seven (7) days provide their written answer to the grievance.

Level Two

a. In the event that the grievance shall not have been disposed of in the preceding step to the satisfaction of the aggrieved employee, the grievance as presented in Level One, together with the answer of the appropriate immediate superior, shall be referred to the Superintendent of Schools within seven *(7)* days of the date of the answer in the preceding step.
b. Within fourteen (14) days after receipt of the written grievance by the Superintendent, they or their agent shall meet with the aggrieved employee and the President of the Association, or their agent, in an effort to settle the grievance. The Superintendent or their agent shall provide their answer in writing within seven *(7)* days after the date of the meeting.

Level Three

If the grievance has not been settled at Level Two, the grievance as originally presented, and with answers in the preceding steps, shall be referred to the School Committee within fourteen (14) days of the answer in the preceding Level. The School Committee shall meet with the Association representatives not later than twenty-five *(25)* days after the receipt of notification from the Association in an effort to settle the grievance. The School Committee shall provide an answer in writing to the President of the Association or his/her designated agent within fourteen (14) days after the meeting in this step.

If the grievance qualifies under the provisions of this Agreement and is not settled in this Level Three, it may be referred to Arbitration by either party to this Agreement under the terms of Article VII.

Section 7.

"Days" as used in this procedure mean calendar days.

Section 8.

If more time is required than is specified herein, either party to this Agreement may in good faith request additional time and be granted a limited extension.

Section 9.

A grievance that affects a group or class of teacher and is, thus, of a general nature may be submitted directly to Level Two of this procedure.

Section 10.

If an employee covered by this Agreement presents a grievance without representation by the Association, the disposition of the grievance shall be consistent with the provisions of this Agreement. The Association shall, if they so request, be heard at each level of the procedure under which the grievance is processed.

Section 11.

If a vacation period interferes with the time periods specified in the grievance procedure, the Association representative and Administration will confer in an effort to mutually resolve the time conflict in an expeditious manner.

ARTICLE VII - ARBITRATION

Section 1.

A grievance, as defined under Article VI - Grievance Procedure of this Agreement which has not been settled under the provisions of that Article, may be taken to arbitration by either the Committee or the Association provided either party to this Agreement notifies the other party of their intention to do so by a letter postmarked within twenty-five (25) school days from the postmarked date of the written answer in Step Three of Article VI, and addressed to the American Arbitration Association with a copy to other party.

Section 2.

The Arbitration shall be conducted within the provisions of this Agreement and under the applicable rules of the American Arbitration Association.

Section 3.

The parties hereto intend that arbitration shall be, whenever possible, on an agreed-upon statement of the matter in dispute and the remedy sought and will endeavor to reach such an agreement prior to submission to arbitration. If such accord cannot be obtained, the arbitrator will frame the issue. The parties may mutually agree to submit two or more cases to be heard by one arbitrator who shall write a separate opinion and award on each case.

Section 4.

The costs of arbitration shall be shared equally by the parties.

Section 5.

The arbitrator shall be without power to modify or alter the terms of this Agreement. The award of the arbitrator shall be binding on both parties.

ARTICLE VIII - WAGES

Section 1. Teacher Salary Schedule

Teachers shall be paid pursuant to the salary schedules set for in Appendix A of this Agreement.

Teachers serving less than a full year shall be entitled to a fraction of their annual salary figure, the numerator of which shall be the number of days that they are actively engaged in their teaching duties plus the number of days of authorized absence and the denominator of which shall be 184 or if the minimum number of school days required by the Commonwealth is greater, the State minimum so specified.

Section 2. Method of Payment

Teachers shall be paid weekly over fifty-two weeks; however, that may require fifty-three pay periods. Each teacher who so elects in a writing delivered to the Superintendent on or before June 1st shall be paid all weekly installments due in the next following July and August with the installments due for the last week in June. Bargaining unit members shall be paid for extracurricular activities and/or mentoring assignments twice each school year during the last pay period of January and the 1st pay period of June. Bargaining unit members shall be paid coaching salaries at the end of the season upon completion of all required responsibilities. Bargaining unit members shall receive longevity compensation for which they are then eligible in the 1st paycheck paid in December

Section 3. Deductions

a. Deductions from each paycheck for federal and state income taxes and for the State Retirement Fund will be made according to the appropriate governmental regulation.
b. Members of the Group Insurance Plan will have their assessments deducted weekly.

Should the Town of Bourne through collective bargaining secure the agreement of all employee bargaining units, including all bargaining units covering school department employees to the below set forth health insurance plan design changes, the Association agrees to said changes to be effective upon the agreement of all town bargaining units and not before that time.

Members should refer to the PEC agreement with the town regarding health insurance benefits which references the current 75% (employer contribution) and 25% (employee contribution) health insurance split.

Upon implementation of the above set forth co-payments, the dental annual maximum per person allocation would be increased to $1,500 without increase in premium,

c. Association dues will be deducted in accordance with Article II.
d. Association members may change the number of deductions which they take and the amounts of such deductions twice per school year. Such changes shall be effective on September 30 and/or March 31 of each school year.

Nothing in this provision shall act, enhance or diminish the statutory rights of the Town or the Union with respect to resolving issues with respect to health insurance. In the event of an agreement by the Town of Bourne and the Union with respect to health insurance, the Committee agrees to modify this contract in such ways as may be necessary to allow implementation of such agreement.

Section 4. Increments

a. Step increases shall be granted by the School Committee to qualified individuals, who were on paid status for 100 days or more the previous year, based on length of service together with such individuals having rendered service deemed satisfactory up to the period of salary reviews and so recommended by the Administration. Increments so granted shall become effective on the first pay period of the new school year.
b. Prerequisites for increment in Grade 1 (Bachelor's Degree) and Grade II (Bachelor's Degree +15).

No teacher shall be eligible for Step increase from Step 4 to Step 5 or from Step 8 to Step 9 of Grade 1 or of Grade 2 unless during the preceding four (4) year period such teacher has completed six (6) semester hours at an accredited college or equivalent courses or training during such period. Courses will be deemed sufficient if prior written approval is obtained from the Superintendent of Schools prior to taking such Courses. In-service training or participation on staff committees will also be deemed sufficient with the written approval of the Superintendent.

Section 5. Adjustments

Teachers shall be responsible for keeping current their central office personnel card whereon are listed the courses they have successfully completed and their degree status. Such information must be received by the Superintendent of Schools on/or before August 15 in order to be effective at the start of the upcoming school year. In the event that the Bargaining Unit member intends to provide such information to the Superintendent after the 1st working day of the school year, said bargaining unit member must provide the Superintendent with notice of such intent on or before October 1st of the school year. For people who provide notice by October 1st, the lane change will take place two pay periods following the approval of the lane change form.

For teachers who have earned Master's degree, only graduate-level credit earning courses may be eligible for credit toward lane changes. Courses that are classified as professional development, CEU, bachelor, or post-baccalaureate courses or programs are not eligible for credit toward lane changes for teachers who have already earned a Master's degree. Non-graduate level courses that otherwise meet the requirements of the Contract may be eligible for credit towards lane changes for teachers who have not yet earned a Master's degree. In addition, non-graduate level courses will continue to be reimbursed for any teacher, to the extent allowed by the Contract, so long as the existing conditions in the Contract for reimbursement are satisfied.

Graduate level courses are defined in this contract as: (1) courses provided by an accredited, degree granting institution and/or program that confers graduate-level degrees (Masters or above) and (2) which courses would be eligible for credit toward such graduate-level degree from that accredited, degree granting institution and/or program. Teachers do not need to be matriculated or enrolled in a graduate degree program for these courses to be eligible for credit toward lane change. Whether a course satisfies the requirements of being "graduate-level" will be determined by the Superintendent or designee prior to the member enrolling in the course.

Section 6. Longevity

An employee of the Bourne Schools covered by this Agreement shall be paid, in addition to their salary, an annual longevity increment the amount of which shall be in accordance with the longevity payment schedule (as set forth below). Providing that such years of service be completed by December 1 of the school year in which such length of service is attained and that the member is an active employee of the Bourne Public Schools at the time of payment.Providing that such years of service be completed by December 1 of the school year in which such length of service is attained and that the member is an active employee of the Bourne Public Schools at the time of payment."For purposes of this section, length of service shall be interpreted to mean length of continuous service to Bourne Public Schools. In order for a year of service to be calculated an individual must be on paid status at least 100 days during the school year.

1. For the 2025-26, and 2026-2027 School Years:
    a. 10 continuous years of service in the Bourne Public Schools: $750
    b. 15 continuous years of service in the Bourne Public Schools: $1,000
    c. 20 continuous years of service in the Bourne Public Schools: $1,350
    d. 25 continuous years of service in the Bourne Public Schools: $1,550
    e. 30 continuous years of service in the Bourne Public Schools: $1,800

2. For the 2027-2028 School Year:
    a. 10 continuous years of service in the Bourne Public Schools: $900
    b. 15 continuous years of service in the Bourne Public Schools: $1,150
    c. 20 continuous years of service in the Bourne Public Schools: $1,500
    d. 25 continuous years of service in the Bourne Public Schools: $1,700
    e. 30 continuous years of service in the Bourne Public Schools: $1,950

ARTICLE IX - TUITION REIMBURSEMENT

Section 1.

In each academic year of this Agreement (July 1st through June 30th) the Committee will reimburse bargaining unit members up to $1,500 for costs of graduate level courses related to their teaching position satisfactorily completed with a grade of "B" or better (or a "p" in a pass/fail course situation) or for the costs of attendance at conferences, workshops, professional meetings, visitation to other school

districts, or for acquiring CEU's or PDP's with the prior written approval of the Principal/Primary evaluator. For the purposes of this Article, the Committee shall budget $90,000 for the school year. Bargaining unit members shall be reimbursed pursuant to this article within 30 calendar days of submission of the necessary forms. Bargaining unit members must submit for reimbursement within thirty days of receipt of final grade or completion of the course/workshop/ conference/ meeting/ school visit. Extensions may be requested in the event that the final grade has not been posted.

The Committee will pay for up to two days of substitute costs that are incurred as a result of attendance of the bargaining unit members covered by this Article during the workday. Any additional substitute costs over the two days paid by the District that are incurred as a result of attendance of bargaining unit members at activities covered by this Article will be subject to the approval of the building principal.

The District will reimburse lodging, meals, tuition, and transportation expenses only for trainings or conferences that are required by administration. These amounts shall not be deducted from the members' tuition reimbursement allocation. This provision does not apply to any trainings or conferences that are required for purposes of licensure or other DESE requirements.

ARTICLE X - HOURS

Section 1.

The school calendar listing the days when school will be in session and the teachers' work year will be provided to the Association and each bargaining unit member on an annual basis. Notwithstanding the days listed in any such calendar, the school year shall be adjusted so as to equal the number of days for which the schools are required to be open by state law or regulation. Each year the winter break shall include December 23rd.

The district will make best efforts to have classrooms ready for teachers the Monday before Opening Day.

The first week of school shall be as follows:

A. Monday: (This shall be the Monday before Labor Day): This shall be a full day of professional development for teachers only.
B. Tuesday: Teacher Orientation Day which shall be organized sequentially in the following manner, the (1.25) hour to be divided between the Superintendent of Schools (0.5) and the Association President (0.75) for the purpose of delivering opening remarks to professional staff; (1.5) hours to be used by Building Principals; 1 hour for teacher and staff collaboration time, and (2) hours available for teachers for use in organizing classrooms. Teachers will be in attendance from 8:00am to 2:30pm.
C. Wednesday: full day of school for students and all bargaining unit members;
D. Thursday: full day of school for students and for all bargaining unit members;
E. Friday: no school

Section 2.

a. Teachers at the elementary level shall be on duty 10 minutes prior to the scheduled beginning of the morning session in the school to which they are assigned, and the work day shall conclude 20 minutes after the scheduled dismissal of students. Teachers shall provide one hour per week for appointments, in no less than 30 minute increments, if needed, scheduled by the individual teacher

b. Teachers, specialists, service providers, guidance and adjustment counselors at the middle school shall be on duty 10 minutes prior to the morning session in the school and the work day shall conclude 10 minutes after the scheduled dismissal time of the students. Teachers, specialists, service providers, guidance and adjustment counselors shall be required to remain after school for one (1) hour per week, starting after the conclusion of the contractual day, for student appointments and student support. The days during which this additional hour may occur are Monday, Tuesday, or Thursday. Teachers, specialists, service providers, guidance and adjustment counselors' selected day must be identified at the start of the school year. Should a staff member's selected day be missed due to a holiday or no school, the aforementioned staff member will reschedule the hour in the same week, or next available week, for student appointments.

c. Teachers, specialists, service providers, guidance and adjustment counselors at the high school shall be on duty 10 minutes prior to the scheduled beginning of the morning session in the school and the work day shall conclude 10 minutes after the scheduled dismissal of students, Teachers, specialists, service providers, guidance and adjustment counselors shall be required to work one (1) additional hour per week after the end of the contractual workday for the purposes of student appointments and support. The day during which this additional hour may occur are Monday, Tuesday, or Thursday. Teachers, specialists, service providers, guidance and adjustment counselors' selected day must be identified at the start of the school year. Should a staff member's selected day be missed due to a holiday or no school, the aforementioned staff member will reschedule the hour in the same week, or next available week, for student appointments. With prior approval of the building principal, before school time could be scheduled periodically to meet the needs of students.

d. The morning session in all of the schools shall commence at that time when students are deemed to be late.

e. Nurses shall be on duty in the Nurse's Office 10 minutes prior to the scheduled beginning of the morning sessions in the school in which they are assigned. Additionally, nurses shall coordinate a regular schedule with their building principal to either be on duty 20 minutes prior to their scheduled day or 10 minutes at the end of the day. Nurses will not be required to stay after school for the contractual one hour a week of additional time to meet with students/families.

f. On days on which in-service training results in the early dismissal of students, the work day for teachers shall conclude at the same time as the conclusion of the work day of teachers otherwise specified in this paragraph as if the general dismissal of pupils had taken place at the regularly scheduled dismissal time for full school days.

g. At the high school level, parent conferences will be scheduled after progress reports and before the end of the first quarter. Parent conferences will be for three hours and will replace Back to School Night. The Committee agrees to two (2) additional early release days, for the purpose of parent teacher conferences, during the school year at the elementary, and middle school and high school level. One early release is for parent conferences in the afternoon. Evening

conferences will be held on a different day during that week, and teachers will have an early release on the Friday before February vacation.

h. Upon arrival at work each day, bargaining unit members will sign in as present in the building on a form provided in the principal's office. At any time a bargaining unit member leaves the building where they are assigned during the contractual work day, they will sign out of the building noting the time of their departure, and upon return to the building, they will sign back into the building noting the time of their return. Except for the duration of the contractual duty free lunch period when bargaining unit members can leave the building without seeking permission from the building principal, bargaining unit members will remain on - site or within their assigned facility throughout the contractual day, unless they have obtained permission to leave from the building principal or their designee, which permission may be for a specific purpose, location and time. Each building principal will notify bargaining unit members of the identity of their designee at the start of each school year.

i. The workday for Specialists (defined specifically as: Teachers of Art at the Middle School; Music at High School and Middle School; World Language at the Middle School; Physical Education at the High School and Middle School, Drama, if it is established, other specialist as they may, from time to time, be hereinafter established; and, for teachers in the Alternative Learning Program(s) (ALP), if such a program is established) shall not extend beyond 7:00 P.M. and shall not exceed the length of the workday of teachers at the same level. When positions, as described above, are posted due to establishment or vacancy, such posting(s) shall specifically include the flexible hours for the position. No bargaining unit member employed on the date of the posting of a position, as described above, which is eligible for flexible scheduling, shall in any way be required to fill such position except on an absolutely voluntary basis.

j. PreK-5 total student time will not exceed six (6) hours and fifteen (15) minutes and teacher time will not exceed six (6) hours and forty-five (45) minutes. Grades 6-12 total student time will not exceed six (6) hours and thirty (30) minutes and total teacher time will not exceed six (6) hours and fifty (50) minutes.

k. The Committee agrees to provide the Association with each building start and end times for each school building by March 1st of each contract year.

l. The teacher start time for PreK-5 will be no earlier than 8:30 a.m. and no later than 8:55 a.m. The teacher start time for grades 6-12 will be no earlier than 7:30 a.m. and no later than 7:45 a.m.

Section 3. Conferences and Meetings

All conferences with parents will normally be held within the hours of the workday set forth in this Article, except for unusual circumstances, when it may be required to meet at other times.

In addition to the workdays, as specified in Section 2 of this Article, teachers will attend and/or supervise:

a. No more than two building-based staff (entire staff included) meetings per month not to exceed one hour in duration. On a district-wide basis, all faculty meetings shall be held on Wednesdays. These meetings shall be across the district leaving one Wednesday open for other meetings. Start and end time of the staff meeting will be determined by the building level Principal. An agenda will be distributed by the Monday afternoon prior to the meeting. One agenda item

in one faculty meeting per month will be listed as "other" to allow for discussion and concerns to be raised where all staff members are present (i.e. not broken off for teamwork). There shall be no more than one system-wide meeting per year except in unusual circumstances. Teachers will complete any mandated trainings online in a timely manner, but no later than October 1st. One meeting to be a faculty meeting and one to be a department meeting to be on consistent days each month.

b. All Athletic Coaches and Extracurricular Advisors will not be absent from district or building-wide staff meetings/department meetings/content meetings due to practices, rehearsals, events, or scrimmages. Athletic Coaches and Extracurricular Advisors shall be excused for scheduled games and competitions with advanced notice to the Principal.

c. Anyone who misses a staff meeting will be expected to follow up with the building level administration.

d. Teachers will not be required to supervise/attend more than four evening events per school year connected with school programs, one of which shall be Back to School Night for elementary and Middle School teachers. Teachers will be provided a list of all scheduled events on the first day of school and will also be given the opportunity to sign up for such scheduled events that day. The schedule is subject to change throughout the school year due to extenuating circumstances. In the event of a schedule change, Administration will give notice as soon as possible. Should teachers no longer be able to attend the event due to the schedule change, teachers will give such notice as soon as possible.

e. Teachers in Bourne High School shall supervise/attend one evening activity per year without compensation or if requested to do so by the principal of Bourne High School. This one evening of supervision shall be counted as one of the four evenings required in Section (d) above. Bourne High School teachers shall be required to attend Bourne High School graduation and parent conferences and such attendance shall be counted as two of the four required evening events.

f. At all levels, supervision of overnight field trips shall count as one evening events, provided that this provision may not be used as a substitute for more than one evening meeting; bargaining unit members compensated by the Committee for supervising an evening field trip as an Athletic coach, advisor, or on any other basis will not qualify for credit under this provision; and the principal of the building(s) from which attending students are drawn shall have discretion as to the number of bargaining unit members authorized to attend each such field trip for credit under this provision.

   Except in emergency situations, notice of all meetings and the agenda for the meeting will be given at least forty-eight (48) hours in advance.

g. There shall be High School Team leaders for the following subjects: Math, Science, English/Language Arts, Social Studies, Special Education/Guidance; Foreign Language; and Fine Arts.

   The Athletic Director will be assigned as the Team leader for Health and Wellness and Physical Education with no additional stipend.

   i. Team leaders are responsible for running meetings, including common planning time and department meetings, creating agendas, and meeting with administration one Wednesday per month afterschool. Team leaders are also in charge of the department

budget and ordering, common assessments, keeping an inventory of materials and supplies, and one curriculum night in the winter/spring.

ii. Team leaders will need to be in attendance for Curriculum night. Attendance at Curriculum night shall be counted as one of the night obligations in Section 3 (f) above.

iii. Team leaders will receive a $1,000 stipend for performing such duties (with the exception of the Athletic Director).

h. Principals will try in good faith to provide common preparation time for co-teaching peers. Principals will also try in good faith to keep subject areas/grades consistently assigned to teachers of specialized instruction.

i. Principals will try in good faith to provide common preparation time for like unified arts teachers.

Section 4. Guidance Counselors

High School guidance counselors and school adjustment counselors will be required to work four (4) evenings per school year and may be required to work up to five additional evenings as mutually agreed upon with administration. The five additional evenings will be paid at their per diem hourly rate, not to exceed two hours. High School Guidance counselors will work five (5) additional days to the contractual school year at the per diem rate and up to five (5) more at the per diem rate as mutually agreed upon by both the High School guidance counselor and the Principal. The provisions of Sections 3 (e) and (f) above shall not apply to Middle School guidance counselors.

Middle School guidance counselors will be required to work four (4) evenings per school year one (1) of which may be the eighth grade transition ceremony. The other three (3) evenings are as required by the Middle School principal or Guidance Director.

Section 5. Opening and Closing of the School Year

a. When necessary to complete proper performance of regularly assigned duties as stated in a document generally distributed to, teachers not later than June 1, a teacher unable to complete such performances prior to the close of schools may be required to return the day following the close of schools for the school year, provided that such teacher may, by agreement with the principal concerned, report on another day within the five (5) calendar days following the close of schools (Saturday, Sunday, and legal holidays being excluded from reporting days.

b. The work year for members of this bargaining unit shall be 183 days which shall be comprised of 180 instructional days, the day before the first day for students and two *(2)* non-instructional, teacher professional development days. The professional development days shall be scheduled by the Superintendent in consultation with the Professional Development Committee. Professional development days shall be published in the school calendar.

   The work year for members of this bargaining unit shall be 184 days which shall be comprised of 180 instructional days, the day before the first day for students and three (3) non-instructional, teacher professional development days.

c. Full day in-service days will be from 8:00 to 2:30 with a forty-five (45) minute lunch. If the in-service day is conducted remotely (for the full day), members may be able to attend at a remote setting with prior approval of the building principal and/or central office administration.

Section 6.

Nurses shall not be required to perform "Home Visits" and shall participate in special education/504 meetings and Child Study meetings at special request. Nurses shall be provided with two fifteen-minute breaks (one in the morning and one in the afternoon and a total of thirty (30) minutes for a duty-free lunch break each school day; the thirty-minute lunch and

Fifteen-minute breaks may need to be broken up throughout the day based on the medical needs of the students. With the exception of the thirty-minute lunch break and two fifteen-minute breaks, nurses will be expected to be on duty and available to students and staff throughout the school day.

Section 7.

By the 2027-2028 school year, all Special Education Staff and service providers will assume the professional responsibility for drafting the proposed IEPs for all students assigned to their caseloads. During the 2025-2026 and 2026-2027 school years, the administration will provide targeted professional development focused on IEP drafting. This language will be removed from succeeding contracts.
New Section: Special Education teachers may request, and will be provided, up to two (2) hours a month to be scheduled by the principal for duties related to report drafting; IEP drafting; and progress report drafting. This time will be in addition to planning time.

ARTICLE XI - WORKING CONDITIONS

Section 1: Work Load

a. Except where unusual conditions otherwise require, high school teachers shall not be expected to have more than three teaching preparations and not be required to teach in more than two of the following subject areas: language arts, social studies, mathematics, science, foreign languages, business subjects, industrial arts, home economics, physical education, art, or music. Unusual conditions do not apply to foreign language, fine/unified arts, specialized instruction and situations where a full-time position would be reduced. Teacher proposed electives after one year become part of the Program of Studies and are no longer considered an unusual condition. Teacher and Evaluator will mutually agree upon which three preps would be included in the teacher's evaluation cycle and the teacher would have a reduction of duties to equate to two extra planning periods a month.

   Whenever feasible, this policy shall also apply to grades 7 and 8 teachers.

b. Whenever feasible, Department Heads and Directors of special subjects with four or more members in their department, exclusive of the Department Head or Director, shall be assigned only four (4) teaching periods per day. Additionally, whenever feasible, the Athletic Director shall be assigned only three teaching classes or the equivalent.
c. Any teacher who accepts an additional class/prep in lieu of their duty period or preparation period would receive one fifth of their current salary for the duration of time that they do not have a preparation period or duty period. The Teacher and Evaluator will mutually agree upon which three preps would be included in their evaluation cycle and the teacher would have a reduction of duties to equate to two extra planning periods per month.

d. All teachers at the elementary level shall receive a guaranteed forty - five (45) minutes of time each day to be used for individual professional preparation which shall be scheduled during the student day and during which time teachers will not be assigned any other responsibilities.
e. All teachers at the elementary level shall be assigned lunch duty one day per week.
f. Teachers at the High School and Middle School shall have a daily individual professional preparation period, equal in length to the teaching period/block which is scheduled for students at the same time, and during which time they will not be assigned any other responsibilities.
g. The Middle School will have blocks set aside for academic team meetings. Administration will work with a group of staff members to incorporate the team meeting(s) into each cycle.
h. Beginning in September 2022 and moving forward, a Major Resource Team will be assembled when MA State Frameworks are updated and released and/or when it is determined that a current set of resources no longer aligns with District Strategy & Goals. The recommendations from these committees will be implemented with fidelity. Teacher input will be sought at the end of year 1 and the end of year 2 after a major resource has been adopted.
i. Teachers who travel between buildings shall not be scheduled classes until 10 minutes after their expected arrival time at the second building.
j. Starting in the 2025-2026 school year, all newly hired special education teachers, related service providers, guidance counselors, BCBA's and school psychologists will be safety care trained. All current Special Education Teachers who are assigned to substantially separate programs shall be safety care trained. The Committee will make best efforts to have the training occur during the work day. If the training occurs outside of the work day, members will be paid in accordance with the curriculum rate in the contract.

   A list of trained staff will be generated at the building level. Principals will determine rapid response teams for their building based on daily staffing and student needs.

Section 2. Lunch Period

Except under extraordinary conditions, teachers whose duties commence prior to 12 noon shall be provided with a thirty (30) minute lunch period between 10:00 a.m. and 1:00 p.m. and shall not be required to fill any duties during such lunch period.

Section 3. Class Size

The School Committee and the Association recognize that class size can be an important factor in education and will strive, subject to educational, administrative, and budgetary considerations under the Committee's direction and control, to maintain classroom pupil/teacher ratios consistent with the parameters established by the Department of Education. The School Committee will make every effort to maintain the following staff to student ratios:

PreK: 1:15
K-2: 1:18
3-5: 1:22
Grade 6-8: 1: 24
Grade 9-12: 1: 26

Any teacher who has a class wherein the pupil/teacher ratio exceeds the above parameters shall have the right to discuss the situation with their immediate superiors.

Every effort will be made to place all students fairly and equitably across all grades, teams, caseloads, and subjects.

Any service provider who believes that there is an imbalance in their individual caseload shall have the right to discuss the situation with their immediate superiors. Administration shall make every reasonable effort to correct identified imbalances.

Section 4. Clerical Duties

The Committee will make all efforts to reduce and, where practical, to eliminate the teacher's responsibility for clerical tasks in setting up and maintaining attendance registers and in collecting money from students for insurance, candy, and photographers.

Section 5. Staff Restrooms

There will be a minimum of two (2) staff only restrooms per building.

ARTICLE XII - LEAVE OF ABSENCE

Section 1. Medical Leave

a. In the first 90-day period and/or second 90-day period of the school year that an employee does not use a sick day, additional sick days will be added to the member's accrued sick days.
b. All bargaining unit members shall be eligible for sixteen (16) days of medical leave annually which shall be received on the 1st day of the school year, and which shall accumulate from year to year without limitation.
c. The Superintendent may require medical evidence of any absence after three (3) consecutive days of absence.
d. Members who are injured by a student, and who provide documentation by a medical professional, may be granted a sick day on the date of the injury that shall not be deducted from the members accumulated sick leave. Members may be granted an additional sick day that shall be reimbursed by the Sick Bank upon Application.
e. In the event of extended illness of a teacher, or an extended illness of an immediate family member as defined through the Family Medical Leave Act an additional source of aid shall be provided by means of a medical leave bank to provide for additional days beyond accumulated medical leave benefits.

The medical leave bank shall obtain its assets from the bargaining unit members covered by this Agreement. The initial mandatory donation for a new bargaining unit member shall be two (2) days which shall be taken from their accumulated medical leave days. At any time when the bank's assets fall below one hundred (100) days, the bank shall be replenished by the donation of one (1) additional day by each bargaining unit member. The bank may not be replenished more than twice in any one (1) school year.

All bargaining unit members who have worked for the district for at least three (3) years shall also be allowed to donate accrued sick days to the medical leave bank for fellow bargaining unit members in addition to the donation in the paragraph above. The association and Administration will maintain an

up-to-date spreadsheet which contains an accurate listing of all donations into the bank including the new members' name and date of hire. The list will be updated within five calendar days of the date a member submits a donation.

The policy of the Medical Leave Bank and awarding of days from the Medical Leave Bank will be governed by a four (4) member board, hereinafter called the MEDICAL LEAVE BANK COMMITTEE consisting of the Association President and Vice President, the Chairperson of the School Committee, and the Superintendent. Eligibility for the medical leave bank typically will not be granted until after the one-year anniversary of the date of hire, unless there are catastrophic circumstances that will be presented to the Medical Leave Bank Committee. The Superintendent's Designee shall serve as an alternate to the Medical Leave Bank Committee in the absence of the Superintendent. The Bourne Educators' Association and the School Committee shall appoint alternates to their respective permanent members of the Medical Leave Bank Committee. Decisions made by the Medical Leave Bank Committee will be determined within 10 business days of medical documentation submitted with the initial request by the member.

The Medical Leave Bank shall continue for the life of this Collective Bargaining Agreement.

No person may be granted any medical leave accumulated on deposit in the Medical Leave Bank as long as said person has accumulated leave accrued to their own personal credit. Only teachers who have contributed to the Medical Leave Bank will be eligible to apply for withdrawal from the Bank.

The maximum withdrawal in any school year shall be sixty (60) days for any one (1) individual which shall be provided in allocations not to exceed thirty (30) days unless there are catastrophic circumstances.

Any application for withdrawal from the Medical Leave Bank must be accompanied by a letter to the Superintendent from the applicant's physician or the immediate family members' physician. Bargaining unit members in need of medical leave may request access to these days through the Association leadership and by copying the Superintendent.

Other criteria that the Committee will consider includes but is not limited to prior use of medical time, previous application to the medical leave bank, documentation, catastrophic illness, accidents. No application to the Medical Leave Bank Committee will be considered without this requisite.

All medical leave donations to the Medical Leave Bank shall accrue to the credit of the Medical Leave Bank for the life of this Collective Bargaining Agreement. Any balance of days left in the Bank at the end of a school year shall be carried over to the following school year.

f. Where the employment of a teacher in the Bourne School System shall cease through retirement or death and after twelve (12) years of professional service in the Bourne School System, bridged by an authorized leave of absence, the teacher, or the teacher's estate shall be paid for accumulated unused medical leave at the rate of $32.50 per day to a maximum of $4,875.

   The benefits of this paragraph shall be available upon a bargaining unit member's retirement or death, and shall be available only once to the member.

Section 2. Bereavement Leave

Up to five (5) consecutive working days attendant to the death and/or memorial service shall be allowed in each death; e.g. wife, husband, domestic partner, son, daughter, mother, father, sister, brother, grandchild; in addition, the death of the bargaining member's grandparents, aunt, uncle, first cousin, an individual for whom a member is a healthcare proxy, or persons of the member's immediate household. Such leave shall be in addition to the leave allowance specified in Section 1 of this Article, but shall not be accumulated from year to year.

Additional bereavement days may be granted by the Superintendent; said bereavement days shall be deducted from medical leave. Bereavement days may be granted by the Superintendent on the occasion of the death of a person not mentioned in the above paragraph. Said bereavement days shall be deducted from the medical leave.

Section 3. Personal Leave

Bargaining unit members shall be granted time for transacting or attending to imperative personal, legal business, imperative household matters and imperative family matters as agreed upon by the Superintendent/Principal. Requests for a personal day shall require the completion and submission of the Personal Day Request Forms through the digital platform. The Superintendent/Principal agrees to respect the confidentiality of said request.

Written notice of intention to take such leave will be filed with the Superintendent/Principal not less than one week in advance in order to assure adequate coverage. Where one-week advance notice is either a hardship or an impossibility, or where a personal day is required under emergency conditions, notice to the Superintendent/Principal will be given as soon as possible.

Teachers may take two personal days each year without stating any reason beyond the fact that they are requesting the day. These two personal days will be filed with the Principal through the online platform.

It is agreed that personal leave shall not normally be granted for extending vacation weeks or holiday weekends. However, Teachers may use one of the two personal days around a vacation or holiday weekend so long as the need for the day meets the criteria set forth in paragraph one above (i.e. imperative personal, legal business, imperative household matters and imperative family matters).

Personal leave shall not be unreasonably denied; however additional requests for personal days beyond the two days listed in the paragraph above will need to be approved by the Superintendent with the teacher providing the specific reason for the request.

Section 4. Authorized Unpaid Leave of Absence

An authorized unpaid leave of absence shall be calculated at one-one hundred and eighty-three (183) of the teacher's annual salary for each day of authorized unpaid leave. During SY 24-25 and henceforth it shall be calculated at one-one hundred and eighty-four (184) of the teacher's annual salary for each day of authorized unpaid leave.

Section 5. Parental Leave

(a) A parental leave of absence will be granted to any bargaining unit member in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended and/or General Laws Chapter 149, Section 105D, whichever provides the most favorable treatment to an eligible bargaining unit member. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave. Any bargaining unit member who gave birth to a child will be entitled to use up to twelve (12) weeks of accrued sick time, at the occasion of the birth. All other bargaining unit members shall be allowed up to eight (8) consecutive weeks of paid leave within the first three months of a child's life at home, with the child. Such leave shall be deducted from accrued sick days.

(b) At the conclusion of such leave which may be granted under paragraph (a) above, bargaining unit members with professional teacher status shall be granted an unpaid leave of absence of up to two (2) years for the purpose of child rearing the child or children occasioned by a birth or adoption. Bargaining unit members without professional teacher status but who have completed one full year of teacher service in the Bourne School System shall be granted an unpaid
leave of one (1) year for the purpose of rearing the child or children occasioned by a birth or adoption. A bargaining unit member taking this leave shall give thirty (30) days' notice to the Superintendent of Schools. Bargaining unit members on parental leave will not sign a full-time contract of employment with another school district while on parental leave.

(c) A bargaining unit member who is on an unpaid parental leave shall not be entitled to accrue paid medical leave, to have the town contribute any payment to the cost of the bargaining unit members group health and life insurance, and/or to receive any other benefits during a parental leave except for that period of time during such leave.During any approved unpaid period of time, the bargaining unit member shall be allowed to remain in the group health and life insurance plans provided that the teacher pays the full insurance costs for such benefits.

Upon return from parental leave the bargaining unit member shall return to the step on salary schedule which the bargaining unit member held prior to the commencement of such leave (provided that a bargaining unit member who has taught in a satisfactory manner for 100 days or more during the school year shall receive a step increase), and the bargaining unit member shall be restored as soon as a position for which the bargaining unit member is qualified becomes available but in no event must a bargaining unit member be returned after the school year has begun.

(d) A bargaining unit member shall be returned to their former or a similar position upon completion of leave if such position is available. If no position for which the bargaining unit member is qualified, as determined by the Superintendent, is available at the end of the leave period, the bargaining unit member shall be offered the first such available position irrespective of the two (2) year limitation. All benefits to which a teacher was entitled at the time the leave of absence commenced, including seniority and unused medical leave, will be restored to the teacher upon their return.

(e) A bargaining unit member on leave will notify the Superintendent, in writing, of their intention to return to school the following September by March 15 or within four weeks following birth and/or adoption, whichever is later.

Section 6.

Teachers shall be granted leave of absence with pay when required by subpoena to appear in court for actions wherein the teacher is not a party. Such paid leave of absence shall, at the determination of the teacher, be deducted from their available personal or medical leave.

Section 7.

An employee who is required to serve on jury duty shall be paid by the Committee the difference between their salary and the compensation they receive for such jury duty exclusive of any travel or other allowances.

ARTICLE XIII - SABBATICAL LEAVE

Section 1.

A sabbatical leave of one year may be granted at the discretion of the School Committee to up to four (4) bargaining unit members per school year under the following conditions:

a. Seven years of unbroken teaching service within the Bourne School System.
b. Application for sabbatical shall be made before January 1 of the school year prior to the year in which the leave is to be taken. With this application, the applicant shall submit proof that the leave will be used for self- improvement, research, or study designed to provide greater educational opportunities for their pupils and also enrich their teaching.
c. A bargaining unit member on sabbatical leave shall be paid one-half of their salary.
d. A bargaining unit member granted sabbatical leave shall, pursuant to the provisions of M. G. L., C.71, s. 41A, enter into a written agreement with the School Committee that upon termination of such leave they will return to service in the public schools of Bourne for a period equal to twice the length of the sabbatical leave and that in default of completing such service, they will refund to the town an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered as agreed to the whole amount of service agreed to be rendered.

Section 2.

Regarding benefits to teachers during a period of sabbatical leave:

a. A teacher on sabbatical leave is eligible to remain as a member of the town's Blue Cross/Blue Shield Dental program.
b. A teacher on sabbatical leave is eligible to retain their life insurance policy benefits.
c. There shall be no medical leave earned by a teacher during the period of time that they are on sabbatical leave.

d. A teacher returning from sabbatical leave shall be granted an increment for the next school year providing that they are otherwise eligible for such an increment.

ARTICLE XIV - VACANCIES AND PROMOTIONS

Section 1.

When it is determined by the Administration that a position is to be filled, the notice of vacancy will be emailed to all staff members seven calendar days prior to posting externally. When a vacancy is filled, all Hire Recommendation forms (See Appendix G) shall be entered into the shared electronic form by administration at the time of hire.

Section 2.

a. Interested and properly licensed bargaining unit members who apply for such positions shall be granted an interview. Interested bargaining unit members (considered internal candidates) who apply for annually appointed athletic coaching positions shall be granted an interview. The Administrator agrees to give due consideration to professional background attainments of all applicants, and other relevant factors. All applications shall be submitted in writing, clearly setting forth the applicant's qualifications for the existing vacancy.
b. During the initial seven-day posting period, only internal candidates (i.e. current employees and members of the bargaining unit) will be given the opportunity for interviews for these positions. Any internal candidates will be notified of employment within seven days of the interview. External candidates will not be considered until after internal candidates have been notified.

Section 3. Nature of Assignment

The Committee supports a policy of promotions from within the system whenever feasible, including positions of a supervisory or executive nature.

Preliminarily, teachers will be informed by the close of school, the class level or subject matter course or courses, as the case may be, to which they are assigned for the following year. Teachers will receive in writing by July 15th the class level or subject matter course or courses, as they may be, to which they are assigned for the following school year. If the class schedule for the school in question has then been prepared, such notice shall be included in this schedule. It is understood that change in circumstances affecting the school system which may occur after July 15th may require changes in assignments contained in such notice.

Section 4.

If circumstances require a change or addition in the qualifications for a position as posted, a revised notice will be given the Association directly after the need for alteration is known.

Section 5.

Except in the case of teachers without professional status, a teacher displaced because of a reduction in personnel shall receive primary consideration for openings for which they are qualified.

Section 6.

Vacancies or positions open for such activities as special summer assignments interrelated with regular teaching functions, coaching vacancies, or professional openings providing an advancement in pay or position within the Bourne School System, shall be posted as in this article.

Section 7.

Active positions will be filled within sixty (60) days, if possible.

Section 8.

Rates for newly established positions in the bargaining unit, which positions are created by vote on the Committee, will be discussed with the Association's Professional Rights and Responsibilities Committee prior to posting. It is understood that job content is a Committee prerogative and will not be discussed under this section. (See appendix)

Section 9.

Vacancies occurring because of a resignation will be posted within ten (10) work days of the acceptance of the resignation by the Superintendent exclusive of vacation periods in the Superintendent's Office when it is the intention of the School Committee to fill such vacancies.

The Association shall have the right to inquire of the Superintendent of Schools and be informed by them as to the status of any such vacancies.

ARTICLE XV- TRANSFERS

Section 1.

The Superintendent and the Association recognize that transfer of teachers will normally be caused by four main circumstances:

a. Reduction in the teaching personnel of a school or schools.
b. To reinforce an area of teaching by replacing a teacher less qualified with a teacher stronger in the particular field.
c. To provide broader experience.
d. For personal convenience of the teacher.

Section 2.

The Superintendent reserves its right to transfer a teacher when such transfer will in the judgment of the Superintendent, to be in the best interests of the school system. Prior to such a transfer being effectuated, the teacher shall have the right to request a meeting with their immediate and proposed future administrative superior and the Superintendent of Schools concerning their proposed transfer.

Section 3.

In all cases of transfer a teacher's area of competence, major and/or minor field of study, quality of performance, and length of service in the Bourne School System will be given due consideration by the Superintendent.

Section 4.

If a teacher wishes to place their name on record as desiring a transfer, they will submit a written request to the Superintendent stating the assignment preferred between September and June 1st of the school year. Such requests will be acknowledged by the Superintendent.

ARTICLE XVI - GENERAL

Section 1. Contracts

The Committee will make available to all members of the Association included within the bargaining unit a copy of this Agreement after formal acceptance.

Section 2. Copies of Evaluation Reports

a. Copies of evaluations reports will be completed on the online platform in accordance with the timelines per the contract.
b. Each teacher shall have the right to review the contents of their personnel file in the presence of the superintendent or their designee, with 24-hour notice given.
c. No material derogatory to a teacher's conduct, service character, or personality will be placed in their personnel file unless the teacher has had an opportunity to review the materials. The teacher will acknowledge that they have had the opportunity to review the materials by affixing their signature to that copy 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 to such material and their rebuttal shall be attached to the file copy.
d. All nurses shall be evaluated on the same schedule as teachers by their building principals and the Director of Student and Special Education Services.

Section 3. Nature of Assignment

On or before each July 15, each teacher will be notified in writing of the school and class level or subject matter course or courses, as the case may be, to which they are assigned for the following school year. If the class schedule for the school in question has then been prepared, such notice shall include this schedule, it is understood that changes in circumstances affecting the school system which may occur after August 1 may require changes in assignments contained in such notice.

Section 4. Mileage Reimbursement

Teachers who use their own motor vehicles for transportation of themselves or other school personnel on school business with prior approval by the Superintendent or their designee shall be reimbursed for such use at the rate per mile then being paid by the Town of Bourne upon submission of vouchers in such form as the Superintendent may prescribe. Teachers engaged in tutoring students during after school hours shall be paid mileage reimbursement for any necessary travel which will be based upon the travel mileage difference between their normal travel route and the travel route for the tutoring. Travel vouchers will be paid as received and must be submitted to the Business Office as they occur, with no vouchers submitted later than June 30th.

Section 5. Substitutes

a. When a special subject teacher in art, physical education, remedial reading, music, or art teacher, world language teacher, group guidance teacher, or health teacher is absent, every effort will be made to hire an available substitute.
b. In the event that a substitute cannot be obtained for a classroom teacher, the principal may assign coverage from a volunteer list; such list will be established by the principal at the beginning of each school year and may be updated during the course of the school year. Teachers who volunteer to teach a class period will be paid $30.00.
c. When a nurse is absent for any reason, the nurse leader and/or building principal shall make arrangements for providing a substitute nurse. In the event a substitute nurse cannot be found and another building nurse has to cover, a daily stipend of $65 will be given to the nurse covering two buildings.

Section 6. Miscellaneous Notices

Members will have digital access to their current accumulated sick days.

A teacher who has submitted a written requisition for materials or a work order shall receive within thirty (30) days written notice as to the disposition of the requisition or work order.

Section 7.

On or after the commencement of negotiations for a successor Agreement, the Committee will supply the Association, upon request, with a distribution chart showing the number of teachers on each step in each salary grade of the salary schedule.

Section 8.

The representative committee of the Association shall meet with the Administration on a regular basis, monthly if possible, to discuss items of concern.

Section 9.

In the event that a court of competent jurisdiction shall decide that any part or provision of this Agreement is in conflict with any applicable laws of the Commonwealth or Federal Statutes, such law shall prevail. All other provisions of this Agreement shall remain in force and effect.

Section 10.

At the beginning of each school year, the Committee shall provide written notices to teachers informing them of their eligibility for benefits under the Worker's Compensation Act and the procedure to be followed in applying for such benefits.

Section 11.

Both parties agree to adhere to an accepted CODE OF ETHICS. The CODE OF ETHICS of the Bourne School Committee as stated in the Town of Bourne School Committee Policy Manual. The CODE OF ETHICS of the Bourne Educators' Association is stated in a document titled "MTA-code of Ethics of the Education Profession," and is made an attachment to this Agreement.

Section 12.

Teachers covered by this Agreement shall not be required to drive students in their personal motor vehicles.

Section 13.

The Committee agrees to a policy providing protective clothing for teachers in shop, science, art, and physical education, and coaches within the following guidelines. In the areas of shop, science, and art the purchase made under this agreement will be limited to: glasses, shoes, gloves, and other articles of clothing that would serve to protect but not replace regular clothing, or that can be worn in place of regular clothing at times when the functions to be performed will likely cause harm to that regular clothing. Physical education or coaching purchases made in this area will be limited to the conventional type of physical education and coaching clothing normally worn during functions that fall in this position. The wearing of items purchased under this Agreement will be restricted to school activities.

For each fiscal year, each person affected by this Agreement shall submit purchase order for any expenditures to which they are entitled. All purchases will be pre-approved by the department head and then submitted to the Superintendent's Office for final approval. The amount per person is not to exceed $75.00; OR the maximum allowed to all eligible persons under this Agreement shall not exceed the total amount of $2,500.00.

For each fiscal year, each department head will include an amount for protective clothing as part of their regular budget to be submitted to the School Committee for the Committee's approval These budget items will be processed through the regular department budgetary procedure with the understanding that the maximum amount to be provided here for all individuals in all eligible areas shall not exceed a total of $2,500.00.

The preceding three (3) paragraphs shall not apply to school nurses; but, the Committee shall annually budget one hundred and fifty ($150) dollars per school nurse for the purpose of providing them with uniforms and/or other protective clothing, including shoes, which shall be worn during the school year. For each fiscal year, each person affected by this Agreement shall submit purchase orders for any uniform expenditures to which they are entitled. All purchase orders will be approved by the Director of Special Education.

Section 14.

CORI//CHRI/SORI checks will be administered in accordance with applicable state and federal laws and regulations.

Section 15.

a. **For members who have worked more than fifteen years and less than thirty.** If at any time after fifteen (15) years of service to the Bourne School System, any member of the Bargaining Unit desires to retire upon reaching the age of 50 or above, that member will notify the Superintendent of Schools at least one (1) calendar year in advance of their intention to retire and shall be available only to those bargaining unit members who retirement is effective after the final day of the school year. Such notice shall be irrevocable except as revoked by the

Superintendent at their sole discretion. The Bourne School Committee will then allocate an early retirement payment as follows:

For members age 50 to 55 -- *13% of salary at retirement

For members age 56 to 60 -- *9% of salary at retirement

For members age 61+ -- *$6,000

The bargaining unit member shall receive the early retirement payment, in full, in their final paycheck of the academic year.

b. **For members who have worked more than thirty years.** Members who have been employed by the Bourne Public Schools for at least thirty (30) years are eligible for the benefits listed in paragraph (a) above and are exempt from the requirement to retire after the final day of the school year per paragraph (a) above, provided they give the Superintendent at least one year's notice of their intent to retire with the exact date of retirement. Such notice under this paragraph shall be irrevocable except as revoked by the Superintendent in their sole discretion. The bargaining unit member shall receive the retirement payment per paragraph (a) above, in full, in their final paycheck.

c. **For members who have worked more than fifteen years and less than thirty who are being laid off in accordance with Article XVII.** A member of the Bargaining Unit with fifteen (15) or more year of service in Bourne who is less than 50 becomes eligible for retirement under Massachusetts General Laws as a result of being a laid-off teacher under 50 years of age shall be eligible for a payment of twenty-five hundred dollars ($2,500) provided said member exercises their statutory option to retire at the time of layoff. The bargaining unit member shall receive the early retirement payment, in full, in their final paycheck of the academic year.

Section 16.

Teachers shall demonstrate a professional example in speech, appearance, and manners: specifically, no blue jeans, no printed logo t-shirts, no rubber flip flops, and no spandex/yoga pants. If shorts are worn, they should be tailored/dress shorts of walking length. Exceptions may be approved by the Superintendent or their designee for special occasions, events, or fundraisers. Special exceptions will be made to teaching positions that require different attire to meet the need of their job (i.e. PE).

Section 17.

When a classroom teacher or specialist with a classroom space is required to move involuntarily from building to building or from classroom to classroom with a building, they shall be given one day to pack and one day to unpack. Any bargaining unit member who is required to move involuntarily from an office within the building or to another building, shall be given a half day to pack and unpack.

Such days shall be days without students if possible. If school is not in session, up to two days shall be paid for a classroom move at the teacher's per diem rate and a half day for an office move with a submission of a timesheet noting the days and time worked. For purposes of this section a "classroom

teacher" is defined as a teacher or specialist who is assigned to a typical standard classroom that they are responsible for decorating, setting up and storing significant amounts of educational material and equipment.

Section 18.

With the exception of term 4 or third trimester, grades will close on Friday and will be due by the end of the day on the following Wednesday.

Section 19.

To the extent possible and appropriate for students age seven (7) and above, teachers who provide additional assistance to a student for toileting needs per the IEP will be paid an annual stipend of $1000.

Section 20.

In the event a nurse is required to care for the needs of a student on an after-school trip, club, or activity, the nurse will be compensated at $50 an hour, through a timesheet and approved by the building principal.

Section 21. Pensionable Earnings Clause

Purpose: This clause defines and clarifies pensionable earnings for the purposes of retirement benefit calculations under the Massachusetts Teachers' Retirement System (MTRS), in compliance with Massachusetts General Laws, Chapter 32, as amended.

Definition of Pensionable Earnings: For the purposes of calculating retirement benefits, "pensionable earnings" include regular salary or wages and any additional earnings that are legally considered part of "regular compensation" as per M.G.L. Chapter 32, Section 1, including, but not limited to:

- Base salary.
- Stipends (including NYE funded) are associated with additional duties such as extracurricular activities, department head positions, mentoring, and coaching that are regularly included in salary payments.
- Longevity payments, as long as they are paid annually or over multiple years, and are part of the employee's regular and scheduled earnings.
- Differentials for advanced degrees, certifications, or other educational achievements if they are part of regular compensation.

ARTICLE XVII - REDUCTION IN FORCE

In the event that the Superintendent determines to reduce 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 attempt to accomplish said reduction by attrition.
b. A teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher on professional status is qualified to fill.

c. In the event the School Committee determines to reduce the number of school nurses covered by Article I of this Agreement, the reduction will take place in reverse order of seniority. Seniority shall be determined by the initial date of hire. If two or more nurses have the same date of hire, they will be placed on a seniority list by lottery.

d. When a reduction in force is to take place, the Superintendent shall give written notice to the Association and the affected employees at least twenty (20) business days (those days when the Office of the Superintendent is open to the public).

e. In the event a reduction cannot be accomplished pursuant to Sections (a) and/or (b) above and in case the reduction in-force affects a teacher with professional status under Massachusetts General Laws, Chapter 71 Section 41, as amended, no such teacher shall be laid off pursuant to a reduction in force or reorganization if there is a less qualified teacher holding the same or similar position for which the teacher is currently certified. No such teacher shall be displaced by a more senior teacher (per the seniority list per ((h)(2) below) unless the more senior teacher is currently certified through the Massachusetts Department of Elementary and Secondary Education and is at least as qualified for the position as the junior teacher holding the position. "Same or similar position" for the purpose of this article shall mean any position within the particular discipline in which the teacher is employed at the time of the layoff.

A teacher who has been reached for layoff within the discipline in which they are currently employed shall be permitted to bump the least senior teacher in another discipline in which they are certified, provided that (1) the bumping teacher has at least one year of teaching experience in that discipline within the previous eight years within the Bourne Public Schools and (2) the bumping teacher has at least an equal, or better, overall rating in their most recent summative evaluation report (with no distinction made between the overall ratings of proficient and exemplary). In the case where the teacher reached for layoff is eligible to bump into more than one discipline, such teacher's bumping rights are limited to the least senior teacher.

f.

1. (1) 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.
2. 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 this 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.
3. An employee granted the leave set forth in (e) (2) above shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of their layoff, provided, however, that the employee pays the entire cost of said insurance by the Committee for such employee's insurance.
4. During said recall period, employees laid off under this article shall be given priority on the substitute list. Employees must indicate in writing their agreement to perform substitute work at the substitute's daily rate of pay.

5. The employee, during the period of recall, shall inform the Superintendent of their current mailing address and any other circumstance which would affect their recall status.
6. In the event that the Committee determines to re-establish the eliminated positions, or in the event that other vacancies occur which the Committee 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 and return receipt requested noted for "Addressee Only," at their last address of record on file with the Office of the Superintendent that such a position is available. The employees so notified shall, within ten (10) business days from the date of the receipt of the notice, respond, in writing, by certified mail, of their intention to return or not to return to the school system. Upon the expiration of said ten (10) business days, if the Superintendent has not been given notice of their 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.
7. The Superintendent shall assign the most qualified employee among those notified in paragraph (6) to the available position, provided said employee was placed on layoff from the discipline of the position and provided said employee has complied with the provisions of paragraph (6). If among those notified in paragraph (6) 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 qualified employee among those notified in paragraph (6) who has taught in the discipline of the position in the Bourne Public Schools within ten (10) years prior to the date on which the employee was given a written notice of layoff, provided the employee has complied with the provisions of paragraph (6).

g. Definitions
    1. Qualified: means that the employee has on file with the Committee prior to the finalization of the Seniority List their evidence of licensure required pursuant to Chapter 71, Section 38G of the Massachusetts General Laws and in determining the relative qualifications of two teachers under this article, the primary factors shall be as follows:
        i. The best interests of the students and
        ii. Indicators of job performance, including each teacher's overall rating on their most recent summative evaluation report, as generated per the Evaluation System negotiated by the parties, except that no distinction shall be made between the overall performance ratings of proficient and exemplary. When such factors are equal, preference for retention shall be given to the teacher with the greater seniority.
    2. Shall mean a list specifying the order of seniority of each professional employee. Seniority shall be defined as length of service in the Unit starting from the date of hire. Approved unpaid leaves of absence covered by the FMLA shall be counted toward the accrual of seniority. Unpaid leaves of absence not covered by the FMLA shall not constitute a break in service, but shall not count towards accrual of seniority. The seniority list shall include the areas in which a professional employee is licensed and said list shall be prepared by the Committee with assistance from the Association. The

Association shall promulgate the seniority list to each professional employee within ten (10) calendar days after receipt of said list from the Committee. The Seniority List is provided to the Association by October 1.

If MGL c. 71s. 42 is repealed or amended, the Parties agree to re-open Article 17 of the Agreement for the sole purpose of renegotiating the current language.

ARTICLE XVIII - DEFINITIONS

Section 1.

"Agreement" when capitalized shall refer to the Agreement in its entirety, including all Articles, Appendices, Extensions, Amendments, or Supplements, or the like, which are executed by the Parties hereto during the term of this agreement.

Section 2.

"Teacher, employee, member, individual, or personnel," as used in this Agreement, means a member or members of the recognized Bargaining Unit, as set forth in Article I - Recognition, Section 2.

Section 3.

"Article" as used in this Agreement refers to all paragraphs, sub-paragraphs, and other materials included under one of the main sections of this Agreement which is headed by a Roman numeral and Title.

Section 4.

Words or phrases used in this Agreement shall be given their original accepted meaning as used in labor contracts or, if defined, the meaning set forth in the definition.

Section 5.

"Parties" as used herein shall mean the Committee and the Association

Section 6.

"Agent" a person duly authorized to act on behalf of, or in lieu of, an originally constituted authority.

Section 7.

"Authority" as used in Section 6 of this Article shall mean an individual or committee which has been assigned, vested, and elected with certain specific duties in accordance with a governing constitution or bylaws, or by statute of the Commonwealth.

Section 8.

"Increments" as used in this Agreement shall refer to the amount of increase from one step to the next higher in the salary schedule, as printed in this Agreement.

Section 9.

"Adjustments" as used in this Agreement shall mean movement from one salary grade to another of higher qualification and pay, as set forth in the printed salary schedule in this Agreement.

Section 10.

"Salary Grade" means the single separate classifications as set forth in the salary schedule which is part of this Agreement. Bachelors - Grade I, Bachelors +15 - Grade II, Masters - Grade III, Masters +15 - Grade IV, Masters +30 - Grade V, Masters +45 - Grade VI, Masters +60/CAGS - Grade VII.

Section 11.

"Superintendent" means the Superintendent of the Bourne Schools.

Section 12.

"Workday" refers to those days on which the school to which a teacher is assigned is in session.

Section 13.

"Administrators" shall mean classifications set forth in Section 3 of Article I.

Section 14.

"Internal Candidates" are defined as those who are employees of the Bourne Public Schools currently in a benefit-eligible position.

Section 15.

"External Candidates" are defined as those who are not benefit-eligible employees of the Bourne Public Schools.

ARTICLE XIX - DURATION OF AGREEMENT

Section 1.

This agreement shall be effective as of July 1, 2025 and shall remain in effect until June 30, 2028. This Agreement shall automatically renew itself from year to year unless and until either party gives notice to the other party by October 15, 2027, or by October 15 of the succeeding year prior to the end of the then effective yearly period of this Agreement, of its desire to terminate or amend, change, or alter the provisions hereof.

Section 2.

Such notice as specified in Section I above shall be delivered to the other party as follows:

By the Association: by written notice delivered to the Chairman of the School Committee in hand no later than the calendar dates specified in Section 1 above or by certified or registered mail addressed to its Chairman, to the Superintendent's Office, Bourne Public Schools, Bourne, MA 02532, postmarked no later than the calendar dates specified in Section 1 above.

By the Committee: by written notice delivered to the President of the Association in hand no later than the calendar dates specified in Section I above or by certified or registered mail addressed to its

President at their home addressed and postmarked no later than the calendar dates specified in Section 1 above.

Section 3.

It is the intent of both parties that negotiations for a successor Agreement shall commence no later than October 15 of the then effective yearly period of the Agreement, or as soon as practicable thereafter, with the goal of completing such negotiations on or before December 31 of the then effective yearly period of the Agreement.

ARTICLE XX - SCOPE

The Association and the Committee agree that each had a right to bargain for any provision that is presented for inclusion in this Agreement, and, except as provided in Section 2 of the preceding Article XIX, each party expressly waives the right to reopen this Agreement for any further demands or proposals. This contract constitutes a complete accord on all matters and if other proposals have been made, they have been withdrawn in consideration of this Agreement.

IN WITNESS WHEREOF the School Committee of the Town of Bourne and the Bourne Educators' Association have each caused this Agreement to be signed by their respective names, the Committee by a majority of its duly elected members and the Association by its president and other duly authorized representatives, on the day and year indicated below.

DATED_____

BOURNE SCHOOL COMMITTEE	BOURNE EDUCATORS' ASSOCIATION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A: SALARY SCHEDULE

	Bachelors			Bachelors +15			Masters			Masters +15		
	2%	2%	3%	2%	2%	3%	2%	2%	3%	2%	2%	3%
Step	2025-2026	2026-2027	2027-2028	2025-2026	2026-2027	2027-2028	2025-2026	2026-2027	2027-2028	2025-2026	2026-2027	2027-2028
1	$58,211	$59,375	$61,156	$60,400	$61,608	$63,456	$62,634	$63,887	$65,804	$64,826	$66,123	$68,107
2	$62,012	$63,252	$65,150	$64,380	$65,668	$67,638	$66,785	$68,121	$70,165	$67,979	$69,339	$71,419
3	$64,586	$65,878	$67,854	$66,993	$68,333	$70,383	$69,174	$70,557	$72,674	$70,474	$71,883	$74,039
4	$67,582	$68,934	$71,002	$69,974	$71,373	$73,515	$72,151	$73,594	$75,802	$73,458	$74,927	$77,175
5	$70,565	$71,976	$74,135	$72,755	$74,210	$76,436	$75,146	$76,649	$78,948	$76,439	$77,968	$80,307
6	$73,551	$75,022	$77,273	$75,748	$77,263	$79,581	$78,142	$79,705	$82,096	$79,436	$81,025	$83,456
7	$76,347	$77,874	$80,210	$78,737	$80,312	$82,721	$81,119	$82,741	$85,223	$82,415	$84,063	$86,585
8	$79,735	$81,330	$83,770	$82,116	$83,758	$86,271	$84,519	$86,209	$88,795	$85,706	$87,420	$90,043
9	$83,125	$84,788	$87,332	$85,509	$87,219	$89,836	$87,904	$89,662	$92,352	$89,098	$90,880	$93,606
10	$87,505	$89,255	$91,933	$89,686	$91,480	$94,224	$92,081	$93,923	$96,741	$93,447	$95,316	$98,175
11	$93,367	$95,234	$98,091	$95,892	$97,810	$100,744	$98,972	$100,951	$103,980	$100,998	$103,018	$106,109
SS18			$99,841			$102,494			$105,730			$107,859

	Masters +30			Masters +45			CAGS Masters +60 Doctorate		
	2%	2%	3%	2%	2%	3%	2%	2%	3%
Step	2025-2026	2026-2027	2027-2028	2025-2026	2026-2027	2027-2028	2025-2026	2026-2027	2027-2028
1	$67,095	$68,437	$70,490	$69,390	$70,778	$72,901	$71,124	$72,546	$74,722
2	$70,199	$71,603	$73,751	$72,165	$73,608	$75,816	$73,969	$75,448	$77,711
3	$72,832	$74,289	$76,518	$75,052	$76,553	$78,850	$76,928	$78,467	$80,821
4	$75,855	$77,372	$79,693	$78,054	$79,615	$82,003	$80,005	$81,605	$84,053
5	$78,907	$80,485	$82,900	$81,176	$82,800	$85,284	$83,205	$84,869	$87,415
6	$81,929	$83,568	$86,075	$84,423	$86,111	$88,694	$86,534	$88,265	$90,913
7	$84,960	$86,659	$89,259	$87,800	$89,556	$92,243	$89,995	$91,795	$94,549
8	$88,197	$89,961	$92,660	$91,312	$93,138	$95,932	$93,595	$95,467	$98,331
9	$91,628	$93,461	$96,265	$94,964	$96,863	$99,769	$97,339	$99,286	$102,265
10	$96,240	$98,165	$101,110	$98,763	$100,738	$103,760	$101,232	$103,257	$106,355
11	$105,907	$108,025	$111,266	$107,652	$109,805	$113,099	$110,343	$112,550	$115,927
SS18			$113,016			$114,849			$117,677

APPENDIX B: EXTRACURRICULAR ACTIVITIES

School	Activity	Group
BOURNE HIGH SCHOOL		
BHS	Instructional Tech Support	A
BHS	Drama Club	A
BHS	DECA (2)	A
BHS	Environmental Science Club	C
BHS	Freshman Class Co-Adviser	C
BHS	Freshman Class Co-Adviser	C
BHS	Gender and Sexuality Alliance	C
BHS	Junior Class Co-Adviser	A
BHS	Junior Class Co-Adviser	A
BHS	Key Club Co-Adviser	B
BHS	Key Club Co-Adviser	B
BHS	Language Club (2)	C
BHS	Library Supervision	$17.96/hr
BHS	Math Club	C
BHS	National Art Honor Society	C
BHS	National Honor Society Co-Adviser	B
BHS	National Honor Society Co-Adviser	B
BHS	National Math Honor Society	C
BHS	Robotics Club	C
BHS	SAT Course Facilitator	B
BHS	School Publication	B
BHS	Senior Co-Class Adviser	A
BHS	Senior Co-Class Adviser	A
BHS	Sophomore Class Co-Adviser	C
BHS	Sophomore Class Co-Adviser	C
BHS	STEAM Club Co-Adviser (with BMS)	C
BHS	Student Government Co-Adviser	B
BHS	Student Government Co-Adviser	B
BHS	Sustainability (Garden) Club	C

BHS	Ultimate Frisbee	D
BHS	Yearbook Co-Adviser	A
BHS	Yearbook Co-Adviser (entire stipend if single adviser)	A
BOURNE HIGH SCHOOL | NYE Grant Sponsored		
BHS/NYE	Poetry Club	NYE C*
BHS/NYE	Book Club	NYE D*
BHS/NYE	Film and Radio Club	NYE C*
BHS/NYE	History Club	NYE C*
BHS/NYE	Artistic Director Drama	NYE $16,000*
BOURNE MIDDLE SCHOOL		
BMS	After School Choral Ensemble	C
BMS	After School Instrumental Ensemble	C
BMS	Animal Care Club	C
BMS	Art Club	C
BMS	Instructional Tech Support	A
BMS	BMS Newspaper	C
BMS	Book Club	C
BMS	Builders Club	C
BMS	Chess Club Co-Adviser (2)	C
BMS	Coding Adviser	C
BMS	Courtyard Club	C
BMS	Drama Club Director	A
BMS	Drama Club Asst. Director	B
BMS	Energy Savers	C
BMS	FOR Club	C
BMS	Friendship Bracelet Club	C
BMS	Game Club	C
BMS	Gender and Sexuality Alliance	C
BMS	Grade 6 Nature's Classroom Coordinator	B
BMS	Grade 6 Nature's Classroom Chaperone	$100 per night
BMS	Grade 8 Washington DC Coordinator	B
BMS	Grade 8 Washington DC Chaperone	$100 per night

BMS	Intramurals	$30 per hour
BMS	METG Theater Director	A
BMS	METG Theater Assistant Director	B
BMS	Model United Nations	C
BMS	Outside the Classroom Co-Adviser (2)	C
BMS	Peer Leadership Co-Adviser (2)	C
BMS	Project Purple	C
BMS	Sewing Club	C
BMS	STEAM Club Adviser (with BHS)	C
BMS	Student Council Adviser (2)	C
BMS	Tech Buddies	C
BMS	Unified Basketball	C
BMS	Unified Bocci	C
BMS	VIPS Advisor	B
BMS	Yearbook (2)	B
BMS	Yoga Club	C
ELEMENTARY		
ELEM	Before School Supervisors (BIS) (2)	$30 per hour
ELEM	Instructional Tech Support	A
ELEM	Book Club	D
ELEM	After School Enrichment Advisers	D
ELEM	Art Honor Society	D
ELEM	Best Buddies	C
ELEM	BIS Singers	C
ELEM	BIS Band	C
ELEM	B2B Friendship Club (BIS) Co-Adviser (2)	C
ELEM	Chess Club	D
ELEM	Elementary Yearbook	C
ELEM	Garden Club	C
ELEM	Inventors	D
ELEM	Healthy Action Team Co-Adviser (2 per building = 4 total)	B
ELEM	K-Kids Co-Adviser (BIS) (2)	B

ELEM	BIS Yoga Club	C
Group	**Stipend**	**Description**
GROUP A	$2,250	Major commitment, Full year, significant hours beyond after school program, Junior and Senior Class advisors
GROUP B	$1,250	Full year commitment, multiple outside events, many hours beyond after school program, middle school drama advisors
GROUP C	$800	Full year commitment, minimal outside events, primarily after school program
GROUP D	$600	Short term commitment, After school program
APPENDIX B-1		
PreK - 12	Science Fair Coordinator (2); one per level	$800
PreK - 12	MTSS Committee Members	$600
6-12	Secondary Literacy Team	$500
PreK-5	Elementary Literacy Team	$500
6-12	Secondary Data Team	$500
PreK-5	Elementary Data Team	$500
BPS	Student Support Team Facilitators (one per building = 4 total)	$1,500
BPS	Team Leaders	$1,000
BPS	Lead Mentors (one per building = 4 total)	$1,250
BPS	Mentoring Program - Teacher Mentors	$800 ea.
BPS	Extended School Year Personnel	as posted annually dependant on position
BPS	Summer Enrichment Program Personnel	as posted annually dependant on position
BPS	Credit Recovery Program Personnel	as posted annually dependant on position

Notes: * NYE Club Advisors determined by NYE Grant Administration
-Group placement of new club advisors will be at the recommendation of the building principals, after the initial year
-Appendix B-I positions not included in Extracurricular Stipend Funding Pool
(2) indicates that the club is open for two advisers. Only those clubs that indicate "entire stipend if single adviser" get both stipends.
-Curriculum Work and Instruction work: $30/hour unless otherwise specified by grant at a higher level of compensation, with the approval of the Superintendent

APPENDIX C: SPECIAL SALARY DIFFERENTIALS

Personnel in these positions specified below shall receive, in addition to the compensations otherwise provided under this agreement, a salary differential as specified below:

Band Director	$4,376
Music Director	$6,785
Art Director	$6,785
Title 1 Director (monies for Title 1 funds)	$6,785
Head Nurse	$4,400
Fine Arts Director	$9,332
Athletic Director	$13,983
Health and Wellness Director	$9,332
Innovation Pathways Coordinator	$2,500
Internship/Capstone Coordinator	$10,000

APPENDIX D: COACHES' SALARY SCHEDULE

Category A			
Category A	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$9,209	$9,393	$9,675
Step 2	$9,720	$9,914	$10,211
Step 3	$10,231	$10,435	$10,748
Assistant Coach	2%	2%	3%
Step 1	$6,444	$6,573	$6,770
Step 2	$6,806	$6,943	$7,151
Step 3	$7,039	$7,180	$7,395

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Category B			
Category B	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$6,954	$7,093	$7,306
Step 2	$7,342	$7,489	$7,713
Step 3	$7,729	$7,883	$8,120
Assistant Coach	2%	2%	3%
Step 1	$4,781	$4,876	$5,023
Step 2	$5,044	$5,145	$5,299
Step 3	$5,311	$5,417	$5,580

Category C			
Category C	2025-2026	2026-227	2027-2028
Head Coach	2%	2%	3%
Step 1	$5,370	$5,478	$5,642
Step 2	$5,669	$5,783	$5,956
Step 3	$5,965	$6,084	$6,267
Assistant Coach	2%	2%	3%
Step 1	$3,421	$3,490	$3,594
Step 2	$3,613	$3,685	$3,796
Step 3	$3,801	$3,877	$3,993

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Category D			
Category D	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$4,484	$4,574	$4,711
Step 2	$4,733	$4,827	$4,972
Step 3	$4,981	$5,080	$5,233
Assistant Coach	2%	2%	3%
Step 1	$2,139	$2,182	$2,247
Step 2	$3,132	$3,195	$3,291
Step 3	$3,413	$3,481	$3,586

Category E			
Category E	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$2,551	$2,602	$2,680
Step 2	$2,694	$2,748	$2,830
Step 3	$2,833	$2,889	$2,976
Assistant Coach	2%	2%	3%
Step 1	$1,780	$1,815	$1,870
Step 2	$1,882	$1,920	$1,977
Step 3	$1,981	$2,020	$2,081

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Category F			
Category F	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$2,461	$2,510	$2,586
Step 2	$2,597	$2,649	$2,728
Step 3	$2,734	$2,788	$2,872
Assistant Coach	2%	2%	3%
Step 1	$1,680	$1,714	$1,765
Step 2	$1,767	$1,802	$1,856
Step 3	$1,862	$1,899	$1,956

Category A: Football Coaches

Category B: Basketball and Ice Hockey Coaches

Category C: Baseball, Field Hockey, Lacrosse, Soccer, Softball, Track, Volleyball, and Swimming Coaches

Category D: Cross Country, Golf, Tennis, and Sailing Coaches

Category E: Cheerleading Coaches Category F Middle School Sports Coaches

Category G: Unified Coaches

Category G			
Category G	2025-2026	2026-2027	2027-2028
Head Coach	2%	2%	3%
Step 1	$1,530	$1,561	$1,607
Assistant Coach	2%	2%	3%
Step 1	$1,020	$1,040	$1,072

APPENDIX E: EDUCATOR EVALUATION

TYPES OF EDUCATOR PLANS		
Developing Educator Plan	Educators **without** PTS (Professional Teacher Status)	The Educator shall be evaluated at least annually. A formative evaluation report is completed in January, and a summative evaluation report is completed at the end of the year.
Self-Directed Growth Plan	Educators with PTS overall rating of proficient or exemplary	A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
Directed Growth Plan	Educators with PTS overall rating is Needs Improvement.	• The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator. • 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 10th. • 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. • 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.
Improvement Plan	Educators with PTS overall rating is unsatisfactory.	• 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 for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. • 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. • All determinations below must be made no later than June 1. • If the Evaluator determines that the educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan. • 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. • 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 and towards proficiency, and remains at an unsatisfactory level, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

Non-PTS - Year 1 | Educators on a Developing Educator Plan		Important Dates
Evaluation Documents	Self Assessment and Goal Setting - educator completes the form independently	October 1*
	Meeting with Evaluator to finalize goals and develop an action plan	By October 15*
	Formative Evaluation - to be completed with your evaluator. • Educator may submit two (2) pieces of evidence for Standards 3 & 4, and goals (optional) Educator may reply in writing to the formative evaluation report within 5 days of receiving the evaluation in the online platform.	January 1 - February 1
	Summative Evaluation - to be completed by the educator and submitted to evaluator. • Evidence is not required for standards 1 & 2 • Two pieces of evidence/standard for standards 3 & 4 • Two pieces of evidence/goal	By May 15*
	The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator through the online platform The educator shall have the right to respond in writing to the summative evaluation, which shall become part of the summative evaluation report. Written responses must be provided within 5 days of receiving the summative evaluation in the online platform.	By June 1*
	The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation if either the Educator or the Evaluator requests such meeting. Educators who receive an NI or U will meet with the evaluator to develop a Directed Growth Plan.	By June 10*
	The Educator shall acknowledge the final Summative Evaluation report by responding to the evaluator electronically. The signature does not indicate agreement or disagreement with its contents.	By June 15*
Non PTS - Year 1 Observations		**Important Dates**
Announced and Unannounced Observations	A minimum of 3 per year	
	One (1) Announced • Evaluator selects date and time • Within 5 days of observation, the educator informs the evaluator of the lesson or activity to be observed • Educator will provide the evaluator a draft of the lesson, student conference, IEP plan or activity. • Evaluator will notify the educator it the evaluator cannot make the observation. It will be rescheduled as soon as reasonably practicable. • Within five (5) days of the observation, the educator will meet for a post-observation conference with the evaluator. (*timeframe can be extended) • The evaluator will provide the educator with the observation rubric within	By November 15th (the educator's mentor observes the educator prior to an observation by the evaluator)

	five (5) school days of the post-observation conference.
	• If the outcome is Needs Improvement or Unsatisfactory the feedback must:
	  ○ Describe the basis of the Evaluator's judgment.
	  ○ Describe actions the educator should take to improve his/her performance.
	  ○ Identify support and/or resources the Educator may use in his/her improvement.
	  ○ State that the Educator is responsible for addressing the need for improvement.	

	Two (2) Unannounced • Observations that are deemed Needs Improvement or Unsatisfactory must include a comment or recommendation for improvement from the Evaluator within 5-7 school days of the observation. • If an observation is 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. • If the educator or the evaluator is not satisfied with an observation, either may request to void one (1) observation per cycle. • Announced observations may not be voided.	Throughout the school year

*If the date falls on a weekend, then the due date will be the next Monday.

BOURNE EDUCATOR EVALUATION SYSTEM

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. 250E; and the educator Evaluation Regulations, 603 CMR 35.00 et seq. and the failure of the parties to expressly include provisions of said regulations in this agreement shall not constitute a waiver of such provision and/or diminish their obligations thereunder.

b. The purpose of evaluations is:

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, 25.01 {2){b).

2. Definitions

a. Walkthroughs, Learning Walks, and Instructional Rounds, or any other means deemed useful by the district educators and evaluators, are non-evaluative collaborative observation protocols designed to assess overall school culture.

i. **Walkthroughs** are intended to gauge overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than ten minutes. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators, therefore notes will not be taken. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

ii. **Learning Walks** are a very structured method of gathering evidence of progress against a clearly defined issue, and planning ways forward. They are traditionally used to gather evidence about the quality of learning and teaching. What sets the Learning Walk apart is its collaborative nature. Learning Walks are carried out by a team of people who together define or refine the issue, design the best way to gather evidence, constantly refine the tools used and collectively use the evidence gathered to identify areas for development. The team members are carefully chosen to reflect the needs of the project and can consist of representatives of all the stakeholders involved. Evidence is usually gathered from short, focused lesson observations, interviews and a shared understanding of policies, procedures and practices underpinning the area of inquiry.

iii. **Instructional Rounds**: The basic premise of Instructional Rounds is that people best learn about the meaning of high quality instruction by observing teachers, students, and the work students are asked to do, followed by meaningful conversation and the process is thoughtfully designed to avoid talk of "good" or "poor" teachers. Considerable time is spent observing the students. The focus is always about "what is going on in a classroom that is causing the students to be highly engaged in challenging work?" and "How is it different from classrooms where learning is not happening?" Groups of 3-5 people observe 4 classrooms for about 30 minutes each. Generally, the staff of the building being visited has identified a specific issue that they want the observers to focus on. After the observations the observers comb their notes for important observations and write them on sticky-notes. These notes are later shared in their group and patterns are discerned from the observational data. The groups share their findings with the entire visiting team. The team formulates reflective questions for the building staff that recognize what they have accomplished, but also push them to think about how to move to the next level.

b. Unannounced Observations may be in the form of partial or full-period classroom visitations but not less than 10 minutes

c. Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate knowledge and skills with respect to specific performance standards.

d. Caseload Educator: Licensed educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses,

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

e. Classroom Teacher: Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library and physical education. May also include special education teachers and reading specialists who teach whole classes.

f. Categories of Evidence: Multiple measures of student learning, growth, achievement, judgments based on observations, and artifacts of professional practice and additional evidence relevant to one or more Standards of Effective Teaching Practice.

g. District-Determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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 course assessments, and capstone projects. (See Section 2)

h. Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

i. 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. An educator with PTS shall be considered in a new assignment when teaching under a different license. The educator shall be evaluated at least annually.

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.
   a. For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years. 35.06 (7)(a)(l).
   b. For educators whose impact on student learning is low, the Educator plan shall be for one year. The plan shall include a goal related to examining elements of practice that may be contributing to low impact, 35.07(a)(2).) The educator and evaluator shall analyze the discrepancy in practice and student performance measures and seek to determine the cause(s) of such discrepancy. 35.06 (7) (a) (2).

iii. **Directed Growth Plan** shall mean a plan of one school year or less for educators with PTS who are in need of improvement, developed by the educator and the evaluator, 35.02

iv. **Improvement Plan** shall mean a plan of at least thirty calendar days and no more than one school year for educators with PTS who are rated unsatisfactory, developed by the educator and evaluator and subject to the evaluator's final approval with goals specific to improving the educator's unsatisfactory performance 35.02. 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 {prior to} the next school year.

j. 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 to assess total job effectiveness and make personnel decisions (the "summative" evaluation)

k. Evaluator: Any person designated by the 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 Evaluato**r shall be the person who determines the Educator's performance ratings and evaluation and, in collaboration with the Secondary Evaluator, development of the Educator Plan. The Primary Evaluator should be the building Principal. The Primary Evaluator must conduct at least one walkthrough on teachers who are on a self-directed growth plan. The Primary Evaluator must do at least one observation of teachers on a developing educator plan, directed growth and improvement plan.

ii. **Secondary Evaluator** shall be the person responsible for supervising the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the Primary Evaluator at the end of the Educator Plan. The Primary Evaluator may serve as the Secondary Evaluator. The Superintendent may designate any licensed and trained individuals who are regularly employed on at least a one-half (1/2) time basis by the Bourne Public Schools, including Department Heads and/or District Directors, but excluding all other Unit A Association bargaining unit members, to serve as Secondary Evaluators.

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 assigned by the superintendent 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 predominating assignment, the Superintendent will determine who the Primary Evaluator will be.

iv. **Notification:** The Educator shall be notified in writing of their primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed in circumstances of a change in assignment, transfer of building or other personnel changes.

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

m. Experienced Educator: An educator with Professional Status (PTS).

n. Family: Includes students' parents, legal guardians, foster parents or primary caregivers. o. 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.

p. 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.

q. Goal: A specific, actionable and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators. Grade level or subject area teams, departments, or other groups of educators who have the same role can develop team goals.

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

s. Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles in state assessments, if state assessments are available, and student ACCESS scores. This definition may be revised as required by regulation.

t. Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visit(s) of at least ten minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon verbal or written protocols. If the association and the committee agree to include videotaping as a means of collecting evidence for an observation, the parties will meet to collaborate on protocol. 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. Such supervisory activities will only constitute an observation if the provisions of this article with respect to observations are fully satisfied and the department, building and district administrator is a supervisor of the teacher being observed.

u. Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (BEA).

v. Performance Rating: Describes the Educator's performance. There shall be four performance ratings:

> **i. Exemplary:** The Educator's performance consistently and significantly exceeds the requirements of a standard or overall.

ii. Proficient: The Educator's performance fully and consistently meets the requirements of a standard or overall.

iii. 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.

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

w. Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c.7138 and consistent with, and/or supplemental 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

y. 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 (see Section 2 DD)

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

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)

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 described in 603 CMR 7.04 (3) (a, band d) and in the area of vocational education as provided in 603 CMR 4.00. teachers may include for example, classroom teachers, librarians, guidance counselors or school nurses.

dd. District Determined Measures, a.k.a., Locally Determined Measures as Determined by Trends in Student Learning

i. District Determined Measures are defined as follows: Measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks and other relevant frameworks that are comparable across grades or subjects district-wide and show growth over time.

ii. For Classroom Teachers: These measures must include, in addition to MA State Mandated Assessment (or its equivalent) and ACCESS (which must be used as one measure in specified grades and courses in accordance with 603 CMR 35):

1. MA State Mandated Assessment Alternative Assessment may be included at the discretion of the teacher

2. A minimum of one additional DDM to measure the impact on student learning for all teachers at that grade level.

3. Classroom teachers who DO NOT receive growth data from state assessments or its equivalent are required to select a minimum of two DDMs to measure the impact on student learning of all teachers at that grade level or discipline district wide

iii. For Caseload Educators: These educators will select two DDMs annually in each licensure area across grade span. The measure so selected for a licensure area shall be used to measure the impact on student learning of all caseload educators assigned to work under that licensure. (counselors, school psychologists, librarians, nurses, therapists, social workers) these could include:

1. Attendance and tardiness rates
2. Graduation and promotion rates
3. Bullying and harassment rates
4. Frequency of parent/teacher/student interactions
5. Media center access and usage data
6. Access to researched based alternative learning opportunities (online, college, matriculation, virtual, etc.)
7. Informing parents, teachers, students of resource availability
8. Maximization of student use and resources
9. Assessing and meetings needs of specific student populations
10. Connections and relationships with outside agencies

iv. District Determined Measures will be submitted annually to the Superintendent or their designee no later than October 1. District Determined Measures must include administration protocols and student growth criteria.

ee. Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:

i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03.

ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03.

iii. Elements: Defines the individual components under each indicator.

iv. Descriptors: Describes practice at four levels of performance for each element. ff. 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 rubrics. (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.

3. Evidence Used in Evaluation: The following categories of evidence shall be used in evaluating each Educator:

a. Multiple measures of student learning, growth and achievement, which shall include:

i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency assessment gain scores, if applicable, in which case at least two years of data is required.

iii. Measures of student progress and/or achievement toward student learning goals 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 as bargained by the parties should be based on the Educator's role and responsibility.

b. Judgments based on observations and artifacts of practice including:

i. Unannounced observations of any duration but not less than 10 minutes.

ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii. Examination of Educator work products.

iv. Examination of student work samples

c. Evidence relevant to one or more Performance Standards, including but not limited to:

i. Evidence compiled and presented by the Educator, including:

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

b. Evidence of active outreach to and engagement with families.

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

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

iv. Any other relevant evidence from any source that the Evaluator shares with the Educator

d. The educator shall establish an age appropriate method for seeking student feedback prior to the end of the current educator plan. The educator will inform students that identifying themselves on the student feedback form is optional. The educator will provide a summary of the student feedback, the mechanism utilized, and explain how the feedback has informed his/her self assessment and goal setting.

i. Possible feedback tools may include but are not limited to the following:

1. DESE Model Surveys
2. Exit tickets (mid year-end of year)
3. Round table discussions
4. Letters to teachers
5. pre/post surveys
6. Focused conversations
7. 1:1 interviews
8. Journals
9. Portfolios

4. 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 DESE.

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 DESE. The superintendent will work with the Association to determine the most effective means of providing this training.

5. 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 plan.

ii. Provide all educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii. The faculty meeting may be digitally recorded to facilitate orientation of educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.

6. Evaluation Cycle: Self-Assessment;

a. Completing the Assessment:

i. The evaluation cycle begins with the Educator completing and submitting to the Primary and/or Supervisory 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 rubrics. (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 their designee will meet with the 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 their 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.

7. 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 related to 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, collaboratively with the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. However, the Evaluator retains final authority over goals to be included in an Educator Plan. See Section 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 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 the ESE issues guidance on this matter. (see #22 below)

c. Educator Plan Development Meetings shall be conducted as follows:

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

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

iii. The Evaluator shall meet individually with the 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 improvements. 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 five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

8. 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 (1) announced observation during the school year using the protocol described in section 11B, below.

ii. The Educator shall have at least two (2) unannounced observations during the school year.

b. In their second years of practice or second and third years as a non-PTS Educator in the school:

i. The Educator shall have at least two (2) unannounced observations during the school year.

9. 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 (1) unannounced observation during the evaluation cycle.

b. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during

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 observation 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.

10. Observations: The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. No formal observations (10 minutes or more) during the last week of school. The Evaluator is not required nor expected to review all indicators in a rubric during an observation.

a. Unannounced Observations:

i. Unannounced observations may be in the form of partial or full period classroom visitations but not less than 10 minutes.

ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5-7 school days of the observation. The written feedback shall be delivered to the Educator in person or placed in the Educator's mailbox.

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:

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

2. Within 5 school days of the scheduled observation, 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.

3. (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.

4. (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 practicable.

5. Within five (5) school days of 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.

6. The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. for any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

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

b. (2nd) Describe actions the educator should take to improve their performance.

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

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

11. 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 Standards and Indicators of Effective Teaching Practice.

b. Formative assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when the 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 to the Educator about their 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 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. The evaluator and the Non-PTS Educator will meet either before and/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 or to the Educator's school mailbox

g. The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.

h. The Educator shall sign the Formative Assessment report within five (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. The Educator's performance rating for this report shall be assumed to be the same as the previous summative evaluation unless evidence demonstrates a significant change in performance, in which case the Evaluator may place the educator on a different Educator Plan appropriate to the new rating.

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

a. Educators on two-year Self-Directed Plans receive a Formative Evaluation report no later than June 10th 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 their 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 collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide 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.

e. Upon the request of either the Evaluator or the Educator, the Evaluator and the educator will meet either before and/or after completion of the Formative Evaluation Report.

f. The Educator may reply in writing to the Formative Evaluation report within seven (7) school days of receiving the report. The Educator's reply shall be attached to the report.

g. The Educator shall sign the Formative Evaluation report within seven (7) school days of receiving the report. The signature indicates that the Educator received the report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

h. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

i. 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 the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating. 13. Evaluation Cycle: Summative Evaluation:

a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one to two-year Educator Plan, the summative report must be written and provided to the educator by May 15th.

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

c. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

d. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.

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.

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 educators 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 or to the Educator's school mailbox no later than May 15th.

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

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

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

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

14. 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:

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

ii. At least one goal for improvement of 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 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 training and professional development provided through the state, district or other providers in accordance with the Educator Plan.

15. 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.

16. 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, and 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, and 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.

17. 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 10th.

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.

18. 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 for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. In the case of an educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

c. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

d. An Educator on an Improvement Plan shall be assigned an Evaluator who 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 (10) 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 Bourne Educators' Association attend the meeting(s). Upon the Educator's request, a representative of the Association shall attend the meeting.

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), indicator(s), element(s) and/or student learning outcomes that must be improved;

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

iii. Describe the assistance that the district will make available to the Educator; iv. Articulate the measurable outcomes that will be accepted as evidence of improvement; v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi. Identify the individuals assigned to assist the educator which must include minimally the Supervising Evaluator and include the signatures of the Educator and Supervising Evaluator.

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

i. Decision on the Educator's status at the conclusion of the Improvement Plan:

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

ii. If the Evaluator determines that the educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

iii. In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their 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.

iv. In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress and towards proficiency, and remains at an unsatisfactory level, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

j. 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.

19. 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 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 2013-2014 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 acknowledgment as determined through the collective bargaining where applicable.

20. Rating Impact on Student Learning Growth: ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

21. Using Student Feedback in Educator Evaluation: ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

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

23. Transition from Existing Evaluation System:

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

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

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

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

24. General Provisions:

a. Only those who are licensed may serve as evaluators of Educators.

b. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstances where the evaluator concludes that they 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 ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in the 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 with the concurrence of the Educator.

e. The parties recognize that both Educators and Evaluators may on occasion need some flexibility in order to achieve the purposes of this evaluation agreement. With that in mind, the parties agree to the following:

i. During any school year, if either the Evaluator or the Educator feels that an observation should be repeated on another occasion for any reason, the observation, whether announced or unannounced, shall be deemed void for evaluative purposes, and shall not be considered in any way as part of the evaluative process. The Evaluator and/or the Educator may each void one such observation during each school year. For NPTS teachers, this provision may only be used once during their first observation in their first year of employment.

ii. During any school year, if either the Evaluator or the Educator is unable to meet a time limit set forth herein for any reason, they will be automatically allowed a 14- calendar day extension of the time limit without said extension being deemed a violation of their obligations as forth herein. The Educator may take advantage of one such extension during each school year, and the Evaluator may take advantage of one such extension with respect to each teacher whom they are evaluating during each school year.

f. Violations of the evaluation procedures set forth in the above article are subject to the grievance and arbitration provisions of this Agreement. The Evaluators' judgements, determinations, ratings, and/or the sufficiency of the basis therefore shall not be subject to grievance and arbitration under this Agreement.

APPENDIX F: HIRING RECOMMENDATION

BOURNE PUBLIC SCHOOLS

HIRING RECOMMENDATION

School:_____ Date: _____

Position: _____ License Required: __Yes __No

Position Type: _____Unit: _____FTE: _____LTS _____Duration: _____ #of hours: __

Last Name: _____First Name: _____ MI: _____

Previous position:_____ Granted Professional Teacher Status: _____

Licensure data: area(s) _____

New Position Replacement _____

Employee replaced: _____

CBA Placement: _____Step:_____ Lane: _____

Starting Date: _____

Posting Date: _____