Collective Bargaining Agreement
Between
The Bourne School Committee

("THE COMMITTEE")

and

The Bourne Educators' Association

("THE ASSOCIATION")

Educational Support Personnel

THIS AGREEMENT TO BE EFFECTIVE
JULY 1, 2025 - JUNE 30, 2028

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PREAMBLE

This Agreement made and entered into this day, July 1, 2025, by and between the Bourne School Committee ("The Committee") and the Bourne Educators' Association ("The Association").

ARTICLE I - RECOGNITION

The Committee recognizes the Association as the exclusive bargaining representative for Bourne Education Support Personnel, excluding all other employees. Hereinafter such employees shall be referred to collectively as "ESP" or simply "Employees".

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 percentages of full time equivalency of bargaining unit employees; new hires into the bargaining unit positions and/or resignations from bargaining unit positions.

Section 2.

By September 1st and June 30th, the administration will provide the Association with a current list of bargaining unit members. Any change to employment status (i.e. dismissal, retirement, or new hire) between those dates, the administration will notify the Association within 5 school days.

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 statutes or any rules or regulations of any agency of the Commonwealth.

Section 2.

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

CORI/CHRI/SORI checks will be requested only by the Superintendent, the Superintendent's Administrative Assistant, or Assistant Superintendent in the absence of the Superintendent. After review by the Superintendent or the Assistant Superintendent in the absence of the Superintendent, a meeting may be required with the employee who may be represented by the Association. Subsequent to said meeting, if the information is determined to be accurate, the principal may be informed. If further action should be required, the provisions of the Collective Bargaining Agreement and MA General Laws shall be applied.

CORI/CHRI/SORI Reports: The employee shall be made aware that CORI/CHRI reports are requested; they shall be made aware that they may have a copy of their report; and, copies of ALL CORI/CHRI reports shall be kept for three years in a separate, secure file maintained in the Superintendent's Office. Upon termination of employment, an employee may request in writing that they be given their report.

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 duties and responsibilities for which they have been hired or assigned to within the Bourne Public Schools. All persons covered by this Agreement shall be given a copy of their current job description within the first two weeks of the start of school or within two weeks after a change in job assignment.

Section 2.

All newly hired bargaining unit members will have a ninety (90) calendar day probationary period. In the first forty-five (45) calendar days of employment a probationary employee may be dismissed with or without cause. Between the 46th through the 90th calendar day, a probationary employee may still be dismissed without cause; however, administrators will meet with the probationary employee between the 46th and 60th calendar day to discuss performance. Probationary employees have the right to union representation at this meeting.

No non-probationary employee shall be dismissed, disciplined, reprimanded, or reduced in rank or compensation without just cause. 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 will not apply to probationary employees.

Section 3.

The Association recognizes that together with the rights afforded 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 employee violating the provisions will, at the discretion of the Committee, be subject to disciplinary action.

Section 4.

Pursuant to the provisions of MGL c. 258, and subject to the limitations thereof, all bargaining unit members

shall be indemnified and held harmless against any and all claims brought against them resulting from their acts which occur while acting within the scope of their employment by the Town of Bourne.

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 his/her agent. With the approval of the Superintendent, the President of the Association may leave their school building directly after pupil dismissal time to conduct Association business. Association Building Representatives will be accorded 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.

Section 2.

There will be one (1) bulletin board in the teachers' lounge in each school 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 1 hour to address all Association members during the general meeting on the first orientation day of the school year when all members are present.

Section 4.

The entire Association will be granted (6) days leave of absence, without loss of pay or benefits, to be dispersed amongst all BEA represented units (teachers, administrative assistants, and ESPs) 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 member or a group of members 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 member(s) and their appropriate administrator to arrive at a settlement of the matter involved prior to the use of the formal grievance procedure. Informal discussion period may not extend more than 30 calendar days.

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

a. The formal grievance procedure must be initiated by the aggrieved party within thirty (30) school 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.
b. (b) If the matter has not been settled to the member(s)'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 administrator", 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 member(s), the grievance as presented in Level One, together with the answer of the appropriate administrator, 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 member(s) 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 their

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 means 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 member(s) and is, thus, of a general nature may be submitted directly to Level Two of this procedure.

Section 10.

If a member(s) 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 vacation periods interfere with the time periods specified in the grievance procedure, the Association representative involved will confer with the Administration 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 email within twenty-five (25) calendar days from the postmarked date of the written answer in Level Three of Article VI, and addressed to the American Arbitration Association with a copy to the 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.
The salary schedule for the bargaining unit is attached hereto and made a part hereof this Agreement as Appendix A. Employees who work at least 91 days in a school year shall receive any step increases due them on July 1. Employees who work fewer than 91 days in a work year will receive any step increases the July I following the school year in which they work at least 91 days.

Section 2.
Employees shall be paid in weekly installments based upon an annualized rate in Appendix A. At their option, employees who work less than a full calendar year may elect to have their salaries prorated over a fifty-two week period, however, every so often that may require fifty three pay periods.

Section 3.
a. Deductions from each paycheck for federal and state income taxes and for the Barnstable County Retirement fund will be made according to the appropriate governmental regulation.
b. Members of the Group Insurance Plan will have their assessments deducted weekly.
c. Association dues will be deducted in accordance with Article II.
d. Association members shall be eligible for deductions for tax-sheltered annuities.
e. 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.

Section 4.
An employee of the Bourne Public Schools covered by this Agreement shall be paid, in addition to their salary, an annual longevity increment in the amount of:

After 10 years of service	$1000
After 15 years of service	$1100
After 20 years of service	$1200
After 25 years of service	$1400
After 30 years of service	$1500

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.

Section 5.
Bargaining unit members who are appointed to positions contained in Appendix D shall be compensated for such work according to the pay schedule established pursuant to the provisions contained in Appendix D.

Section 6.
Bargaining unit members who are required to be present at school beyond the work day (before or after) by the principal with the approval of the Superintendent, shall be compensated for all such time at their hourly rate of pay or an equivalent amount of compensatory time as approved by the Superintendent. All hours worked beyond the regular work day must be recorded in a timesheet.

When an ESPs schedule requires them to consistently work beyond the regular school day, the administration, association and the affected employee will meet to discuss the proposed changes in the work schedule. Should the parties agree to the proposed changes, the agreement shall therefore constitute the work schedule for the employee(s) involved. During the same meeting, the employee(s) will elect to receive either compensatory time or additional hourly pay for said school year.

Compensatory time shall be banked up to 40 hours. The use of compensatory time shall be mutually agreed upon in advance between the ESP and administration. The administration will not unduly refuse reasonable request for use of compensatory time. Compensatory time will be awarded on a first come first serve basis. Compensatory time cannot be used on the last day of school and no more than ten percent of the bargaining unit members in any building may take compensatory time. Any unused compensatory time shall be paid out by June 30th.

Section 7.
Bargaining unit members holding the position of Technology ESP shall receive in addition to their salaries an annual stipend of $2,000. Additionally, said bargaining unit members shall have a right of first refusal for all professional computer work which takes place during the summer months.

ARTICLE IX - WORK YEAR WORK DAY

Section 1.

a. Instructional ESPs shall work one hundred eighty three (183) days commencing with teacher orientation day; the work day shall commence 10 minutes prior to the beginning of morning session of the students and will conclude 5 minutes after the student end time. All Instructional ESPs will have one-half hour uninterrupted, duty free lunch which will be unpaid time. High School and Middle School ESPs will receive an additional stipend of $625 a year.

b. Technology ESPs shall work one hundred eighty-three (183) days commencing with teacher orientation day plus five (5) additional days (for a total of 188 days) which shall be scheduled by the mutual agreement of the ESP and the Director of Technology except that such employees may be required to work additional days before and/or after the teacher work year at the discretion of the principal in consultation with the Superintendent for which they shall be compensated at their per diem rate of pay. The work day will be seven hours, plus one-half hour duty free lunch which will be unpaid time.

c. LPN ESPs shall work one hundred eighty- three (183) days commencing with teacher orientation day;

the work day shall commence 15 minutes prior to the beginning of morning session of the students. All LPN ESPs will have one-half hour uninterrupted, duty free lunch which will be unpaid time.

d. In those instances, where either the Administration or an employee(s) proposes a work day or work year different from that established by the provisions of this Article or a flexible schedule, the Administration and the Association (acting on behalf of the employee(s)) shall meet to discuss the proposed change(s) in work schedule(s). Should the parties agree to the proposed change(s), the agreement shall thereafter constitute the work schedule of the employee(s) involved.

e. Bargaining unit members are expected to attend the orientation day that occurs on the day before the first day for students. Joint Labor Management Committee shall meet prior to the end of the previous school year to discuss the ESP specific content/topics to be covered by each individual school on the first day for staff, to the bargaining unit members collectively. The other two (2) professional development days will occur on the other district wide professional development days. Bargaining Unit members shall be paid at their per diem rate for their attendance. Up to three (3) bargaining unit members will be represented on any committee that is related to Professional Development.

f. During the parent-teacher conferences, bargaining unit members may choose not to attend the evening session. If they so choose, the pay will be adjusted to reflect the actual hours worked that week.

g. All stipends, with the exception of coaching stipends, will be paid in two (2) equal installments; one installment paid in the last pay period in January and the second installment paid in the first pay period of June. Coaching stipends will be paid at the end of the season.

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

ARTICLE X - HOLIDAYS

The following shall be paid holidays:

Labor Day (if schools are in session that week)
Columbus Day
Veterans' Day
The day before Thanksgiving Thanksgiving
Day following Thanksgiving Day
The day before Christmas unless it is a Saturday or Sunday Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (only if schools are closed for a holiday)
Memorial Day
Juneteenth (if schools are in session that week)

ARTICLE XI - WORKING CONDITIONS

Section 1.
Except in an emergency, all employees shall have an uninterrupted thirty (30) minute lunch period each work day.

Section 2.
Employees covered by this agreement, who serve as substitute teachers shall, in addition to their normal daily salary, receive a stipend of sixty-five dollars for each day of substitute teaching. Additionally, members who serve as substitute teachers for less than a full day shall, in addition to their normal daily salary, receive a stipend of $15.00 per hour or portion thereof for such substitute teaching, not to exceed sixty-five dollars ($65) per day.

Opportunities to substitute shall be offered to members who have signed up on a "Substitute Availability List" in each building. An ESP from the list shall be assigned after considering all members on the list and the needs of the building. For Pre-K and Kindergarten classrooms, the ESP who is regularly in the classroom will be given the right of first refusal.

Section 3.
All employees who are eligible to receive benefits pursuant to the provisions of MGL c. 32B shall be able to join and participate in the medical-hospital-dental plan and life insurance plan available to and in effect for all Town of Bourne employees.

Section 4.
In the event school is cancelled for any reason and not made up employees may use a personal day at that time, if available, to compensate for the cancelled day.

Section 5.
All bargaining unit members shall be notified if their appointment is being non-renewed by June 1 of each school year. Bargaining unit members shall be notified of their specific job (school, grade level and/or program) for the following school year by August 15. It is understood that changes in circumstances affecting the school system, which may occur after August 15 may require changes in assignments contained in such notice. Bargaining unit members will be notified of changes as soon as practicable.

Section 6.
On a regularly scheduled basis, the principal and the Association's building representatives shall meet to discuss and insure as much equity as possible regarding the scheduling of duties for bargaining unit members.

Section 7.
All bargaining unit members will attend one Principal directed meeting per month and will be compensated at their hourly rate of pay. Principals will provide meeting dates at the start of the school year.

Section 8.
By September 15th of each year, an ESP representative(s) will contact the building principal to schedule a meeting to discuss a space for computer access and to store personal belongings.

ARTICLE XII LEAVES OF ABSENCE

Section 1.

All school year bargaining unit members shall be eligible for fifteen (15) days of sick leave annually which shall be received on the first day of the school year. Sick leave shall accumulate from year to year without limit for employees employed prior to January 1, 1995, but for employees hired after that date accumulation is limited to 229 days and employees hired after July 1, 2010 shall have an accumulation of 180 days. An employee may use sick leave for the purposes of illness in their immediate family. The Superintendent may require medical evidence of any absence after three (3) consecutive days of absence.

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, an additional sick day will be added to the member's accrued sick days.

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.

Section 2.

Where the employment of an employee by the Bourne Public Schools shall cease after their fiftieth (50^{th}) birthday and after fifteen (15) years of professional service in the Bourne Public Schools, bridged by authorized leaves of absence, they or their estate shall be paid for unused sick leave at the rate of twenty-five dollars ($25) per day to a maximum of $4,500.

Section 3.

Bargaining unit members shall be granted time for the purpose of transacting or attending to imperative personal legal business, imperative household matters and imperative family matters as agreed upon by the Principal or their designee. Requests for two (2) personal days shall require submission through the online platform The Principal or their designee agrees to respect the confidentiality of any said request.

Written notice of intent to take such leave will be filed with the Principal or their designee not less than one week prior to the personal day in order to ensure adequate coverage. The Principal or their designee will provide a response within two (2) school days. In such circumstances where a personal day is required under emergency conditions, notice to the Principal or their designee will be given as soon as possible. ESPs may take two personal days each year without stating any reason beyond the fact that they are requesting the day pursuant to this paragraph.

Section 4.

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, persons of the member's immediate household, or for whom a member is a healthcare proxy. 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 sick leave.

Bereavement days may be granted by the Superintendent of Schools on the occasion of the death of a person

not mentioned in the above paragraph. Said bereavement days shall be deducted from accumulated sick leave.

Section 5.

a. Parental Leave. A parental leave of absence without pay will be granted to bargaining unit members as required by MGL c. 149, § 105D.

b. Child Rearing Leave. Employees covered by this Agreement shall be granted an unpaid leave of absence of up to two years for the purpose of rearing the child or children occasioned by a birth or adoption. An employee taking this leave shall give thirty (30) days notice to the Superintendent of Schools. Employees on child rearing leave will not accept or be employed in another position during what would be the normal Bourne school day.

An employee on child rearing leave will notify the Superintendent, in writing, of their intention to return to school the following September by March 15.

An employee shall be returned to their former or a similar position upon completion of such leave if such position is available. If no position for which the employee is qualified, as determined by the Superintendent, is available at the end of the leave period, the employee shall be offered the first such available position irrespective of the two (2) year limitation.

Fringe Benefits:

An employee on child rearing leave is eligible to remain as a member of the town's group health insurance plan and dental program but must pay 100 percent of all costs for that program.

1. An employee on child rearing leave is eligible to retain his/her life insurance policy benefits but must pay 100 percent of all costs for that program.
2. There will be no accrual of sick leave during such child rearing leave.
3. Upon return from a child rearing leave, the employee shall return to the step in salary schedule which they held prior to the commencement of such leave (provided that an employee has worked in a satisfactory manner for 100 days or more during the school year shall receive a step increase), and they shall be restored as soon as a position for which the employee is qualified becomes available but in no event must an employee be returned after the school year has begun.

All benefits to which an employee was entitled at the time the leave of absence commenced including seniority and unused sick leave, will be restored to the employee upon their return.

4. 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.

Section 6.

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 allowance.

Section 7.

An employee shall be granted one day per year for the purpose of attendance at a professional conference or workshop related to an area in which they are assigned, subject to the written approval of the Building Principal and the Superintendent of Schools (or their designee).

Section 8.

In the event of extended illness of a bargaining unit member 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 sick leave bank to provide for additional days beyond accumulated sick leave benefits.

The medical leave bank shall obtain its assets from the bargaining unit members covered by this Agreement. The initial donation of a 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. In order to implement this section, bargaining unit members employed prior to June 30, 2010, who have not previously joined the medical leave bank, shall be assessed two (2) medical leave days. Bargaining unit members who commence employment subsequent to July 1, 2010, upon commencement of employment, shall be assessed two (2) medical leave days.

All bargaining unit members who have worked for the district for at least three (3) years shall also be allowed to donate accrued medical days to the medical leave bank for the 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 BANK COMMITTEE consisting of the Association President and Vice President, the Chairperson of the School Committee, and the Superintendent. Eligibility for the sick 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 Committee. The Superintendent's designee shall serve as an alternate to the Medical Bank Committee in the absence of the Superintendent. The Association and the School Committee shall appoint alternates to their respective permanent members of the Medical Bank Committee. Decisions made by the Medical Leave Bank Committee will be determined within 10 business days of the 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 sick leave accumulated on deposit in the Medical Leave Bank as long as said person has accumulated leave accrued to their own personal credit. Only members who have contributed to the Medical Leave Bank will be eligible to apply for withdrawal from the Bank. Contribution to the Medical Bank closes on November 1.

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 include but are not limited to prior use of sick time, previous applications to the medical leave bank, documentation, catastrophic illness, and accidents. No application to the Medical 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.

Section 9.

Employees covered by this Agreement shall be granted an unpaid leave of absence of up to twelve weeks, for a serious health condition that makes the employee unable to perform the essential functions of their job, or to care for an immediate family member. An employee taking this leave shall give as much advanced notice as possible for the need for this leave to the Superintendent of Schools and complete required paperwork.

A member may also be granted unpaid leave at the discretion of the Superintendent. Members must submit this request, along with their reason for such leave, directly to the Superintendent. If stated purpose for the requested leave changes before or after approval, the member must immediately notify the Superintendent and such member may be subject to immediate recall.

An employee shall be returned to their former or a similar position upon completion of such leave if such position is available.

a. An employee on leave is eligible to remain as a member of the town's group health insurance plan and dental program but must pay 100 percent of all costs for that program.

b. An employee on leave is eligible to retain their life insurance policy benefits but must pay 100 percent of all costs for that program.

c. Upon return from leave, the employee shall return to the step in salary schedule which they held prior to the commencement of such leave

d. All benefits to which an employee was entitled at the time the leave of absence commenced including seniority and unused sick leave, will be restored to the employee upon his/her return.

Section 10.

All leaves of absence provided under this Article shall be applied for either in person to the Office of the Superintendent or by certified mail, return receipt requested and by electronic mail.

ARTICLE XIII - TUITION REIMBURSEMENT

Section 1.

In each year of this Agreement, the Committee will reimburse each employee, after one full year of employment with the district, for the full tuition cost of not more than two (2) three credit courses or two (2) courses related to their position for which they have received the prior approval of the Superintendent and satisfactorily completed with a grade B or better, during the life of this Agreement A copy of the bursar's receipt must be included in the application for tuition reimbursement. The maximum payment to an employee during any contract year shall not exceed a figure equal to the highest per credit tuition cost at a Massachusetts State College or University for the aforementioned two (2) three-credit graduate level courses.

The benefits provided by this article may be used, with prior approval from building principal and superintendent or their designee, by Association members for the purpose of taking workshop/training/conference relevant to meeting the requirements and responsibilities of assigned positions for up to $150 per member annually, with submission of proof of attendance and receipt of payment within thirty (30) days of completion of workshop/training/conference.

Section 2.

No later than the second week in September of 2024, a committee consisting of three persons selected by the Superintendent and three persons selected by the BEA, shall meet no less than four times and no more than 6 times to make findings and recommendations related to the professional development and educational attainment of ESPs. This committee's recommendations may regard, but are not limited to: professional development programs, the tuition reimbursement approval process, stipends, and the addition of lanes in the ESP salary schedule.

ARTICLE XIV - VACANCIES, TRANSFERS, AND ASSIGNMENTS

Section 1.

All openings for bargaining unit positions shall be posted for a period of five (5) weekdays. The posting shall be made in an area to which all bargaining unit members have access. All posting notices will contain a description of the duties of such position, the qualifications, hours of work, and the rate of pay. All hire recommendation forms (See appendix D) shall be emailed to the Association president and the membership chair at the time of hire. Administration will give prior notice to the BEA and an opportunity to impact bargain when administration is unable to fill a position in the BEA bargaining unit and seeks to transfer bargaining unit work to an outside vendor.

Section 2.

In the case where qualifications of the applicants, as determined by the school administration, are substantially equal, bargaining unit members shall have preference for the position on the basis of seniority.

Section 3.

Reasonable efforts will be made to provide that changes in assignments are on a voluntary basis.

Section 4.

In the case of involuntary transfer from an assignment, or building, including when transfer is necessary because of a reduction in the number of employees in the bargaining unit, employees in the affected area shall

be canvassed for a qualified volunteer before any directed transfer is made. Volunteers shall be considered first, on the basis of seniority, then the Superintendent shall consider the seniority and qualifications of the employees in the affected area, subject to a reasonableness standard. Before any involuntary transfer is made, the Superintendent shall meet with the employee, and if the employee so requests, a representative of the Association, to state the reasons therefore, and if the employee so requests, such reasons shall be in writing.

ARTICLE XV REDUCTION IN FORCE

In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedures set forth herein shall apply:

A. Attrition

Insofar as possible, normal attrition will be used whereby employees who retire or resign or die will not be replaced if there are fully qualified employees available who are capable of filling such positions and who would otherwise be subject to layoff.

B. Method of Layoff

If the Committee determines to reduce the number of employees covered by this Agreement, layoff shall be in the inverse order of seniority

C. Definition of Seniority

For all employees employed prior to the effective date of this Agreement (July 1, 1998), seniority shall be defined as the length of service in the Bourne Public Schools or employed in a position by the Town of Bourne. For all employees employed subsequent to the effective date of this Agreement and thereafter, seniority shall be determined by the service in the Bourne Public Schools or employed in a position of similar responsibilities by the Town of Bourne. Seniority shall be computed from the initial day of employment. In the event of a tie, a lottery shall be conducted.

D. Leaves of Absence

Employees will accrue seniority on all paid leaves, unpaid sick leave, and other unpaid leaves of absence of less than two (2) weeks per leave. Unpaid leaves of absence of two or more weeks per leave shall not be deemed to interrupt continuous service; but the employee will not accrue seniority. Employees on leaves of absence shall be eligible to be laid off as though they were currently serving on active duty.

E. Seniority List

The Superintendent of Schools, by September 30 of each school year, will post an overall seniority list of all bargaining unit members. The aforementioned seniority list shall be forwarded to the President of the Association and posted in all buildings. Employees with the greatest length of seniority as previously defined in the Bourne Public Schools will be listed first on the overall seniority list and in each Category classification; employees with the least amount of service will be placed last on the respective lists.

F. Recall

1. Laid off employees will be placed on the recall list for two (2) complete years from their effective date of layoff. Laid off employees shall be recalled in the reverse order of layoff.
2. Employees on the recall list will be given first priority in the filling of temporary or full time positions that they are qualified for. A laid off employee may reject a full time assignment once during the recall period and remain on the recall list
3. To the extent allowed by law and the insurance carrier's policy, employees on the recall list shall be entitled to membership in any group health or life insurance plan in existence at the time of the effective date of the layoff, provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier; and there shall be no contribution by the town to such employee's insurance.
4. Upon return to employment from the recall list, employees will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff.

Any individual who has been a member of the bargaining unit for at least three (3) years and who takes another position in the School District may, for the first three (3) years in the non-bargaining unit position have the right to a bargaining unit position provided said individual is more senior than the bargaining unit member being bumped.

ARTICLE XVI GENERAL

Section 1.
Bargaining unit members shall be given a copy of their annual evaluation prior to the end of the school year.

Section 2a.
No material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file unless the employee has had an opportunity to review the materials. The employee 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 employee will also have the right to submit a written answer to such material and their rebuttal shall be attached to the file copy.

Section 2b.
Each employee shall have the right to review the contents of their personnel file in the presence of the Superintendent or their designee with 24 hour written notice.

Section 2c.
All monitoring or observations of the work performance of an employee covered by this agreement will be conducted openly. No public address system, audio system, or any other device will be utilized for the purpose of employee observation.

Section 3.
Members 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 building principal for special occasions, events, or fundraisers. Special exceptions will be made at the principal's discretion for positions that

require different attire to meet the needs of their job.

Section 4.
All members will be required to complete district approved de-escalation training at the district's expense. Additionally, all members, except for the Technology ESP and members who were assigned as Category 1 ESPs during the 2024-2025 school year, will be required to complete district approved safety training at the district's expense. The District will prioritize scheduling these trainings during the work day. Members will be paid their normal hourly -rate for required training outside of the work day.

Section 5.
All bargaining unit members will have access to sign out a Chromebook for use during the school day. Chromebooks will be stored in a safe place by a bargaining unit member and will be returned in working order at the end of the year.

ARTICLE XVII - DURATION OF AGREEMENT

Section 1.
This Agreement shall be effective as of July 1, 2025 and 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 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 thereof.

Section 2.
Such notice as specified in Section 1 above shall be delivered to the other party as follows:
By the Association: by written notice delivered to the Chairperson 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 Chairperson, 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 1 above or by certified or registered mail addressed to its President at his/her home address and postmarked no later than the calendar dates specified in Section 1 above.

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 practical thereafter, with the goal of completing such negotiations on or before December 31 of the then effective yearly period of the Agreement.

ARTICLE - XVIII 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 XVI, each party expressly waives the right to reopen this Agreement for any further demands or proposals. This contact constitutes a complete accord on all matters and if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XIX - TOILETING APPOINTMENTS

Section 1.

The initial appointment letter for an ESP will include whether current assignments will include regular toileting responsibilities for students who are or will be at least seven years old during that school year. ESPs will work with the school nurse to receive training relating to universal precautions and be provided with all materials for universal precautions. The Employer will provide a list of all bargaining unit members who have a toileting assignment to the Association and the classroom teacher working with the student. Any changes to this list will be provided to the Association within five (5) school days following the change. To the extent possible and appropriate for the student, the ESP will have additional assistance when toileting students. ESPs who have this assignment shall be paid an annual stipend of one thousand two hundred fifty dollars ($1,250.00).

Section 2.

A. If there is a need for an ESP who has not been assigned regular toileting responsibilities to toilet on a substitute basis, that ESP shall be paid a stipend of $25.00 per day.
B. The principal will work with ESPs when assigning a substitute in accordance with paragraph C & D below.
C. Any ESP who is assigned to substitute toileting responsibilities will be trained prior to toileting according to the guidance outlined in the Agreement.
D. Any ESP who has performed substitute toileting duties will be paid within fourteen (14) days of submitting payment.

If a bargaining unit member elects to be paid over 52/53 weeks, the hourly wage reflected on the paystub will be an annualized rate based on the hourly rate of pay and the days worked and will not be reflected as listed above.

The work day shall be six hours per day, plus one-half hour uninterrupted, duty free lunch which will be unpaid time.

ARTICLE XX: - NOTICE OF RETIREMENT

Throughout the duration of this Agreement, eligible employees, as defined herein, shall be eligible to receive a retirement incentive in accordance with the conditions set forth below:

A. An eligible employee is defined as an employee at least fifty-five (55) years of age and with at least fifteen (15) years of service as an active time employee of the Bourne Public Schools.
B. During the 2025-2026 school year only, an eligible employee who elects to accept the retirement incentive shall notify the Superintendent at least (6) months prior to the date of retirement.
C. Beginning on July 1, 2026, an eligible employee who elects to accept the retirement incentive shall notify the Superintendent at least one (1) year prior to the date of the retirement.
D. The employee who meets the criteria set forth in sections A and B shall receive a one (1) time payment of two thousand five hundred dollars ($2,500) at the time of retirement.
E. The employee who meets the criteria set forth in Sections A and C shall receive a one (1) time payment of three thousand dollars ($3,000) at the time of retirement.

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: EDUCATION SUPPORT PERSONNEL SALARY SCHEDULE

	FY26	FY27	FY28
INSTRUCTIONAL	2%	2%	3%
1	$27,050.40	$27,588.60	$28,419.30
Per Hour	**$23.12**	**$23.58**	**$24.29**
2	$28,629.90	$29,203.20	$30,080.70
Per Hour	**$24.47**	**$24.96**	**$25.71**
3	$30,349.80	$30,958.20	$31,882.50
Per Hour	**$25.94**	**$26.46**	**$27.25**
4	$32,011.20	$32,654.70	$33,637.50
Per Hour	**$27.36**	**$27.91**	**$28.75**
5	$33,777.90	$34,456.50	$35,486.10
Per Hour	**$28.87**	**$29.45**	**$30.33**
6	$35,205.30	$35,907.30	$36,983.70
Per Hour	**$30.09**	**$30.69**	**$31.61**
8*	$37,030.50	$37,767.60	$38,902.50
Per Hour	$31.65	$32.28	$33.25
LPN/COTA/ABA/SLPA	$43,453.80	$44,319.60	$45,653.40
Per Hour	**$37.14**	**$37.88**	**$39.02**
TECH**	$46,620.00	$47,544.00	$48,958.00
Per Hour	**$33.30**	**$33.96**	**$34.97**
SS 15***	$38,961.00	$39,733.20	$40,914.90
Per Hour	**$33.30**	**$33.96**	**$34.97**

**8 In order to attain step 8, employees must have completed, or will complete, 7 years of employment as an ESP with Bourne Public Schools by October 1.*

*** The TECH ESP annual salary is based on the current step times 1400 hours.*

**** In order to attain SS 15, employees must have completed, or will complete, 14 years of service as an ESP with Bourne Public Schools by October 1.*

APPENDIX B: STIPEND LISTS

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

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

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

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

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

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: EDUCATIONAL SUPPORT PERSONNEL EVALUATION

Staff Member's Name: _____ Date of Evaluation: _____

Evaluator: _____ School: _____

Exceeds Standard (ES)	Meets Standard (MS)	Needs Improvement (NI)	Does Not Meet Standard (DNM)
Reserved for exceptional performance and/or is able to model the standard as described	Consistently demonstrates the standard as described	Inconsistently demonstrates the standard as described	Rarely demonstrates the standard as described

Indicator I: Meeting the Needs of Students:

Descriptor	ES	MS	NI	DNM	NA
Demonstrates sound knowledge of student's needs					
Interacts with students in an appropriate and respectful manner					
Appropriately fosters student independence					
Prepares and maintains documentation as directed					
CPI trained staff appropriately implement CPI strategies					
Appropriately uses technology/devices as trained and directed					

Comments: _____

_____

Indicator II: Supporting Teaching & Learning:

Descriptor	ES	MS	NI	DNM	NA
Helps maintains a positive and safe learning environment					
Implements and reinforces skills presented by the teacher in a variety of settings					

Comments: _____

_____

ESP's will be evaluated annually for the first 2 years and then once every two years. Formative meetings will be held for new hires within the first 90 days (comments no ratings). ESP evaluations will be completed by April 15th.
The ESP/Evaluator can request a meeting to discuss the written evaluation by May 15th.

Indicator III: Work Habits & Behaviors

Descriptor	ES	MS	NI	DNM	NA
Complies with assigned work schedule					
Performs all assigned tasks and duties promptly, accurately, and effectively					
Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness					
Performs other duties as appropriate and/or directed					
Maintains confidentiality					

Comments: _____

_____

Indicator IV: Work Relationships & Contribution to School Environment

Descriptor	ES	MS	NI	DNM	NA
Works as a team member to support student/classroom learning and activities					
Communicates effectively with colleagues and administrators					
Demonstrates courtesy and professionalism					
Participates in professional development and applies skills when appropriate					
Maintains professional boundaries with parents, guardians, and students as directed					

Comments: _____

_____

Overall Rating: _____

Signature of Educator: _____ Date: _____

Signature of Evaluator: _____ Date: _____

The signature does not indicate agreement or disagreement with its contents. The Educator shall have the right to respond in writing to the evaluation, which shall be attached to this report.

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: _____