

CONTRACT

between the

Berlin-Boylston Regional School Committee

and the

Berlin-Boylston Educators' Association

September 1, 2025

to

August 31, 2028

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ARTICLE 1
RECOGNITION

1. The Berlin-Boylston Regional School Committee recognizes the Berlin-Boylston Educators' Association, as the exclusive bargaining representative for all full-time and regular part-time professional staff employed by the Berlin-Boylston Regional School District, who are required by law or by qualification to hold licenses in the positions which they serve, or those on waivers, including the positions of teacher, guidance counselor, librarian, occupational therapist, reading specialist, registered nurse, school psychologist, and speech language pathologist, but excluding the positions of superintendent, principal, assistant principal, administrator of special education, director of pupil personnel services, coach, substitute teacher, teacher's aide, tutor and all confidential, managerial and casual employees, and all other employees.
2. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "Teachers".
3. The Parties agree to form a study committee to consider the potential for accreting certain positions to the bargaining unit. It is expected that those discussions would involve the positions of BCBA, Physical Therapist, English Language Learner Specialist, Math Specialist and Intensive Special Needs Educator. It would be expected that these discussions would include consideration of such things as wage levels, job duties and responsibilities and the appropriateness of inclusion of some or all of the positions within the Educators' bargaining unit. Any agreements reached by the study committee would be subject to the requirements of Mass. G.L.c. 150E and would be further subject to ratification by the School Committee and the BBEA.

ARTICLE 2
DURATION OF CONTRACT

1. The Contract between Berlin-Boylston Regional School District and the Berlin-Boylston Educators' Association, will be in effect from September 1, 2025 to August 31, 2028. Thereafter the Agreement shall renew itself in terms of one year unless on or before October 1 of the year prior to the Agreement's current term either party shall notify the other of intent to modify or terminate the Agreement upon expiration of the current term.
2. In the event that such notification of termination or modification is given, the parties will endeavor to meet on or before November 15 for a mutual exchange of proposed ground rules to govern the process of negotiating a successor Agreement. Thereafter, the parties shall make themselves available, at a reasonable time, for the purposes of collective bargaining.
3. In the event of a failure of the parties to reach agreement prior to the expiration of the current Agreement, all articles and provisions of this Agreement shall remain in full force and effect until such time as agreement is reached on successor articles or a successor Agreement.

ARTICLE 3
TEACHING YEAR

1. The Berlin-Boylston Educators' Association school year shall consist of one hundred eighty-five (185) teacher days – two (2) days prior to the start of school and one hundred eighty (180) student days. Two (2) hours after lunch on the first day of the work year shall be dedicated to educators' use in setting up classrooms, completing mandatory training, and/or collaborating with peers. Teachers commencing employment at the beginning of the contract year will be required to work

one (1) day in addition to the above for the purpose of orientation.

2. While the seven (7) period school day is in effect for the Middle/High School, Department Heads will not be required to teach more than twenty-six (26) single periods per week. Department Heads will have four (4) guaranteed preparation periods per six (6) day schedule. Department Heads will be required to work two (2) additional days prior to the beginning of the school year in addition to the day before the school year begins, for the purpose of orienting new teachers in their department, meeting with the Principal, and checking on availability of ordered books and materials, and one (1) day following the close of the school year for the purpose of orderly completion of the work of the department and for planning and ordering for the next school year.
3. Mentors must participate in at least one half-day of the new staff orientation in order to meet with their mentee(s).
4. Guidance Counselors and Adjustment Counselors at the Middle and High School levels shall be required to work a minimum of three (3) days outside of the school year, and may agree to work up to an additional two more days outside the school year, all of which days shall be compensated at the employee's per diem rate. All days outside of the school year shall be scheduled by agreement between the Principal and the Guidance Counselors and Adjustment Counselors.
5. The Lead Nurse shall be required to work a minimum of three (3) days outside of the school year and the nurse at each elementary school shall be required to work one day outside of the school year, all of which days shall be compensated at the nurse's per diem rate. All days outside of the school year shall be scheduled by agreement between the Superintendent or his/her designee and the nurse. These additional days are in addition to the one additional work day already required under Article 29, Section 3 e.

ARTICLE 4 **DEDUCTION**

1. The Committee, having accepted Section 17C of Chapter 180 (added by st. 1962, c. 175) by vote duly adopted on September 17, 1971, it is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the local Educators' Association, the Massachusetts Teachers' Association, and the National Educational Association, all procedures to be in compliance with the terms and provisions of said Section 17C. The deductions shall be made as follows:
 - a. The Superintendent will furnish the Berlin-Boylston Educators' Association annually by July 1 with a list of all new teachers who will begin employment in September, and any additional teachers who are employed thereafter prior to September 1.
 - b. The Association will furnish the Superintendent by September 1st each year with a list of those teachers who desire to have deductions made for professional dues. Each teacher will sign an authorization form in triplicate stating the exact amount of each deduction and the total to be deducted over the deduction period.
 - c. There will be eight (8) semi-monthly installments, commencing with no later than the first pay period in September and ending with the last pay period in December.
 - d. Any teacher who authorized deductions after the first pay period will be allowed to deduct professional dues over the following eight (8) semi-monthly installments.
 - e. After authorizing deductions, a teacher must have that amount of deductions made each pay period until all payments are completed. Any teacher may stop deductions at any time by making a written signed statement to that effect to the

Superintendent of Schools. Once payments are so terminated, they may not be resumed that year.

- f. Should a teacher not receive a payroll check during a pay period, provision must be made by the teacher for direct payment of dues to the Association for that pay period.
- g. The treasurer of the governmental agency shall forward all monies professional dues once monthly to the treasurer of the Association after proper billing by the Association on or after the 20th day of each month.

ARTICLE 5

MANAGEMENT CLAUSE

1. It is understood and agreed that the Committee is the legal representative of the Berlin-Boylston Regional School District and that it retains, except as specifically provided otherwise in this Agreement, the sole and exclusive right and responsibility, whether exercised or not, to operate and maintain the public school system of the Berlin-Boylston Regional School District under the authority vested in it by Chapter 71 of the Massachusetts General Laws.
2. It is further understood and agreed that the Committee has the sole and exclusive right and responsibility, without limitation, to determine and establish all educational policies and standards for the operation of said system, to prescribe their duties and responsibilities, and to supervise their performance thereof.
3. It is understood and agreed that the Superintendent of Schools has certain authority and responsibility under the General Laws of the Commonwealth and except as specifically provided otherwise in this Agreement as to those matters committed to the responsibility of the Superintendent of Schools, he/she shall retain the sole and exclusive right and responsibility to execute those responsibilities.

ARTICLE 6

GRIEVANCE PROCEDURE

1. DEFINITION

A dispute concerning the interpretation and application of the terms of this Agreement by the Association or by a teacher shall be a grievance.

2. TIME LIMITS

All time limits herein shall consist of calendar days, excluding Saturdays, Sundays, legal holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day) and school vacations. Grievances that arise at the end of the school year or during the summer vacation shall be filed with the Principal and the Superintendent, and time limits shall consist of calendar days, excluding Saturday, Sunday and legal holidays (as listed above). The time limits indicated hereunder will be considered maximum, unless extended by mutual agreement in writing.

3. LEVEL ONE

A teacher with a grievance will present it to the Principal either directly or through the Association within fifteen (15) calendar days after the teacher knew or reasonably should have known of the alleged contract violation. In the event that the teacher is not directly responsible to an individual Principal, then the teacher will present it to the immediate supervisor.

4. LEVEL TWO

If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) calendar days after submission at Level One, the teacher and/or the

Association may within five (5) calendar days thereafter, present the grievance in writing to the Superintendent.

5. LEVEL THREE

- a. If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) calendar days after submission at Level Two, the teacher and/or the Association may within five (5) calendar days thereafter present the grievance in writing to the Committee, which shall thereafter meet with the grievant at its next meeting or within thirty (30) calendar days in an effort to settle the grievance. The Committee will notify the grievant of its decision within five (5) calendar days following the next regularly scheduled Committee meeting. This level of the grievance procedure shall not apply to matters which are the domain of the Superintendent of Schools under the Education Reform Act of 1993. In such cases the Committee will notify the grievant of the non-applicability of Level 3 and the reasons therefore, and such notice shall be considered the decision of the Committee for the purposes of the time limit therein.
- b. If the grievance is not resolved to the satisfaction of the Association within thirty (30) calendar days, or if no response is received from the Committee within thirty (30) calendar days after written submission at Level Three, the Association shall have fifteen (15) calendar days to submit the matter for arbitration to the American Arbitration Association (AAA) for a binding resolution.

6. LEVEL FOUR

- a. Arbitration shall be provided by the AAA and shall be conducted in accordance with the procedures and regulations of the AAA. The arbitrator shall make its decision in accordance with the terms of the Agreement and shall not add to, nor detract from, nor modify the provisions of the Agreement.
- b. A copy of the demand for arbitration shall be sent to the Committee.
- c. Any decision rendered by the arbitrator shall be reduced to writing and shall be final and binding on both parties.
- d. Courses of action directed by an arbitration award shall be implemented within thirty (30) calendar days from the date of the award.
- e. Individual Committee members shall not be liable for any financial settlement resulting from an arbitration award.
- f. The cost of the arbitration less each side's legal fees shall be shared equally by the Association and the Committee.

7. GENERAL PROVISIONS

- a. The Association and/or the grievant shall have the right to include in their presentation representatives of their own choosing.
- b. The Committee acknowledges the right of the Association to participate in the processing of any grievance. A teacher can file a grievance individually at Level One, Two, and Three, but can only file for arbitration with the assent of the Association.
- c. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.
- d. No reprisals of any kind will be taken by the Committee or the school administration against any teacher because of the teacher's participation in the Grievance Procedure.
- e. The School Committee and the administration will cooperate with the Association in its investigation of any grievance and, further, furnish the Association with such information as is requested for the processing of any grievance.
- f. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Any

records dealing with the processing of a grievance will not be made available or referred to potential employers or others inquiring about said employee(s) unless an employee shall have submitted grievances of such frequency and that said submissions could be construed as harassment.

- g. When it is necessary, pursuant to the Grievance Procedure for a member of the Association to attend a grievance meeting or hearing during a school day, the member will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
- h. While a grievance decision is pending, all interim decisions of the Administration or Committee shall remain in effect.

ARTICLE 7

REDUCTION IN FORCE

1. When the District determines that the number of teachers in its employ should be reduced, the reduction shall be accomplished as follows:
 - a. A teacher with professional status shall not be reduced, if there is a teacher without professional status whose position the teacher is qualified to fill.
 - b. If a teacher with professional status is to be reduced, the least senior teacher in the bargaining unit in the affected license area shall be reduced first; provided, however, that the Superintendent may retain a junior teacher only when such teacher is demonstrably superior in performance and/or qualifications as determined by formal evaluations and professional development or by virtue of special skills relevant to the position to be filled. All such factors shall be considered relative to the teachers in question. Where the junior teacher is being retained, the Association may appeal the application of these standards to arbitration under Article 6 of the Agreement. As of September 1, 2016, the parties agree to comply with M.G.L. Chapter 71, Section 42.
2. Seniority shall be defined as continuous service in the Berlin-Boylston Regional School District (including continuous service in the Boylston and/or Berlin Public Schools prior to July 1, 2019) as calculated in years, months and days. Unpaid leaves of absence in excess of twenty (20) consecutive days shall not be counted in the computation of seniority. Part-time employees shall accrue one year seniority when the fractional part of years of employment add up to a full employment year. For example, a part-time employee has worked ten (10) years at half time has five (5) years seniority. An annual seniority list by certification/license will be prepared by the Superintendent and forwarded to the President of the Association no later than October 31 of each year. If no challenge to the list is made within thirty (30) days of the receipt of this list, the list will stand and the order thereon be followed for any staff reduction to take place during that school year. The list will be in the following format: Name, Date of Hire, and Certification(s)/License(s).
3. Teachers who are affected by a RIF shall be notified in writing by June 15th of the calendar year in which the reduction will take effect.
4. Teachers who have been laid off shall be entitled to recall rights for two (2) years after the effective date of the layoff. The effective date of layoff shall be the day after the last day of school.
5. During the recall period, teachers on recall shall be given preference for any vacancy or new position for which they are licensed based on the same criteria set forth in subsection one (1) for layoff.
6. Teachers on recall shall be notified by certified mail of any vacancy or new position for which they are licensed. Notices will be sent to the teacher's last known address. Teachers shall have the responsibility of keeping the Superintendent informed of any

change in address.

7. All benefits, including salary and tenure, to which a teacher was entitled at the time of layoff shall be restored in full upon recall.
8. Laid off teachers may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the School Committee for full premium cost. Failure to forward premium payments to the Committee by the 15th day of each month will terminate this option.

ARTICLE 8

SAVINGS

CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be permitted or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 9

SCHOOL COMMITTEE/ASSOCIATION MEETINGS

1. A Committee of three (3) Association representatives and three (3) School Committee representatives may meet to discuss matters relating to the welfare of the school. Both parties shall submit items for the agenda. There shall be a mutual effort to make these sessions meaningful and advantageous to the School. These meetings may be called by either group not more often than monthly. The meetings shall be held on non-school time and shall not be considered mandatory meetings within the meaning of Article 29.

ARTICLE 10

NON-DISCRIMINATION

1. The School District recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, pregnancy, pregnancy-related condition, military/veteran status, or age. Non-discrimination and equal opportunity are the policies of the School District in all of its employment programs and activities.

ARTICLE 11

COMPLAINTS AGAINST TEACHERS

1. The School Committee and its representatives will abide by the Berlin-Boylston Regional School District policy # 1312, adopted 11/9/77, which states that the parents will bring complaints regarding a teacher to the teacher initially. In the event that the seriousness of the complaint is such that it should not be brought immediately to the teacher in question, but could result in disciplinary action, the administration will notify the teacher and identify the complainant.
2. A teacher shall be notified within 24 hours of the nature and substance of any complaint presented to the administration relating to the teacher's professional conduct, unless the complaint is of a criminal nature or may require a criminal investigation. If any actions are to be taken in consequence of such complaints, the teacher shall be given ample opportunity to defend the teacher's actions and to refute any complaint lodged against the teacher. If any complaint is determined to have

been unjustified or the teacher is found to be lacking in fault in relation thereto, no records and statements relating to the complaint and the processing thereof shall be placed in the teacher's personnel file.

3. The Committee and its representatives will urge parents to bring complaints regarding a teacher to the teacher or Principal initially.

ARTICLE 12 TEACHER FILES

1. Official teacher files shall be maintained under the following circumstances:
 - a. No material referring to a teacher's conduct, service, character, or personality shall be placed in the files, unless the teacher has been given the opportunity to affix the teacher's signature to the material and is given a dated copy.
 - b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
 - c. Upon request, a teacher shall be given access to the teacher's file without delay.
 - d. Upon receipt of a written request, the teacher shall be furnished one reproduction of any material in the teacher's file without cost.
 - e. No material may be removed prior to the teacher's inspection of the material.
 - f. No official file will be maintained on any teacher except the official personnel file.
 - g. Official grievances filed by any teacher under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement; provided, however, that the subject matter of a grievance may be placed in a teacher's file if otherwise proper material for insertion in the file.

ARTICLE 13 RIGHTS AND RESPONSIBILITIES OF THE TEACHERS' ASSOCIATION

1. The Association shall have the right to meet in the school buildings at any reasonable times the building is open, provided the time and meeting place is cleared through the Principal, and subject to any applicable sections of this Agreement.
2. The Association shall have the right to post notices related to Association business on the bulletin board in the Teachers' Room and place items related to Association business in the boxes provided for staff members' mail in the school buildings.
3. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association, or their respective agents, against any teacher because of membership or non-membership in the Association or participation in the affairs thereof. The services of the Association in the capacity of bargaining agent shall be available to all professional employees in the unit covered by this Agreement who are eligible for membership, and no professional employee shall be required to join the Association to obtain such services.
4. Any discussions by teachers concerning Association matters on school property must take place while all of the teachers involved in such discussions are free from teaching or other assigned duties and not in the presence of students.
5. The school committee policies are available for review on the District's website.

ARTICLE 14
DAMAGE OR LOSS OF PROPERTY

1. No teacher shall be held responsible for loss, damage or destruction of school or student's property when such loss, damage or destruction is not the fault of the teacher.

ARTICLE 15
ASSISTANCE IN ASSAULT CASES

1. The Principal shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent.
2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.
3. If civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with the teacher's employment, the teacher shall request that the Committee furnish town counsel, committee counsel, or mutually acceptable counsel. If the Committee does not provide for such counsel and the teacher subsequently prevails in the proceeding, then the Committee will reimburse the teacher for counsel fees incurred by the teacher. If the proceedings result in anything other than the acquittal of the teacher, or a verdict for the teacher, the teacher shall be responsible for all fees and costs.

ARTICLE 16
SCHOOL FACILITIES

1. Mailboxes for teachers shall be provided in a designated area.
2. The present faculty rooms shall remain available for faculty.
3. Provision shall be made for audio-visual display in each classroom, either stationary or moveable.
4. Each full-time teacher shall be provided with a teacher's desk.
5. Photocopier machines and computers shall be available for teacher use in preparing instructional materials.
6. Three (3) restrooms per building.

ARTICLE 17
TEACHING ASSIGNMENTS AND TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Principal not later than March 1st for the following school year.
2. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable. Teachers who are assigned to more than one will receive remuneration for all inter-school driving done by them at the current rate. In arranging schedules for itinerant teachers who are assigned to more than one school building, an effort shall be made to plan inter-school travel.
3. Teachers will not be assigned, except for good cause at the discretion of administration (in consultation with the teacher involved), outside the scope of their teaching licenses and in no event more than allowed by law. The Superintendent and administration shall maintain the right to assign staff to the various educational sites for the school year based

on educational program needs.

4. Teachers shall be notified of their assignments and location, and of any involuntary changes in their assignment, for the ensuing school year by the 30th of April, except for those instances in which such assignments cannot be made by the Superintendent until after said date. All such assignments shall be subject to changes after the 30th of April if the Superintendent deems such a change to be necessary or desirable; but the Superintendent will exert every effort to avoid or minimize any such changes.
5. The administration reserves the right to transfer teachers as necessary. The first step will be to seek qualified volunteers. If no qualified teacher volunteers for transfer and/or the volunteer is not selected, the Administration shall make decisions regarding transfer according to what is best for the school, taking into consideration the following factors:
 - a. Teacher qualifications and credentials,
 - b. Teacher preferences,
 - c. Level of disruption for students and the school,
 - d. Number of involuntary transfers a teacher has made, and
 - e. Whether the transfer involves a change of building location.
6. When two or more teachers apply for a particular position, then administration shall choose the successful applicant based upon what is best for the school.

ARTICLE 18

VACANCIES

1. Whenever an opening or vacancy in a professional position or stipend position exists during the school year it will be emailed to all staff as far in advance of the appointment as possible. In each case, the qualifications, duties, and rate of compensation will be clearly set forth in the notice.
2. The Committee agrees to give appropriate consideration to the professional background and attainments of all applicants and, in the case of present (current) employees, the length of time each has been in the school system and other relevant factors. In filling such vacancies, in cases where several applicants have equal qualifications, preference will be given to teachers already employed by the Committee.
3. The Berlin-Boylston Educators' Association will be invited to participate in the hiring process in an advisory capacity.
4. Positions in Summer School, Evening School and Under Federal Programs
 - a. All openings for summer school and before/after school positions and for positions under Federal programs will be emailed to staff as early as possible and teachers will be notified of the action taken regarding their applications as early as possible.
 - b. Under normal circumstances, summer school and before/after school openings will be publicized as soon as possible before the commencement of such programs, and teachers will be notified of the action taken as soon as possible before the commencement of such programs.
 - c. Such positions shall be filled first by regularly appointed teachers at the school in accordance with section d below. In the event that the position(s) are not filled by teachers, then the District can fill said position(s) from outside the bargaining unit.
 - d. In filling such positions, consideration will be given to a teacher's area of competence, and quality of performance. If all other qualifications are substantially equal, positions will be filled on the basis of length of service.
5. Job descriptions will be available for reference in a central repository, such as a Google document, online or similar electronic means.

ARTICLE 19
TUTORING/EXTRA-CURRICULAR ASSIGNMENTS/MOVING
CLASSROOM MATERIALS

1. **Tutoring**

- a. Acceptance of a tutoring assignment is voluntary. Some tutoring assigned by the Administration and performed by certified teachers shall be paid at the following hourly rates: Effective for the 2025/2026 school year: \$40.00; effective for the 2026/2027 school year: \$42.00; and effective for the 2027/2028 school year: \$43.00. The tutor shall provide transportation at his own expense. Travel time is not compensated.

2. **Extra-Curricular Assignments**

- a. Teachers may select either an in-school activity or an extra-curricular activity by the close of each school year for the next year in accordance with their interest and capabilities. A teacher shall not be required to undertake an extra-curricular activity.
- b. New in-school activities will be posted, along with their responsibilities, on the faculty bulletin board for a period of one (1) week before they may be assigned by the Principal.
- c. The basic salary schedule and the chart of extra-curricular activities listed in Appendix B, shall constitute full consideration for performance of such service.
- d. The Principal, subject to the approval of the Superintendent, shall be the sole judge of what is a fair and equitable assignment, and of which teacher shall be given that assignment.

ARTICLE 20
LEAVES OF ABSENCE WITH PAY

1. **Sick Leave**

- a. Teachers will be entitled to fifteen (15) sick leave days as of the first day of each school year. Up to fifteen (15) of the annual sick leave days per year of sick leave may be used to tend to an immediate family member who is ill or in need of medical attention. For the purposes of this section, immediate family shall include: husband, wife, mother, father, sister, brother, son, daughter, in-laws, grandparents and members of the same household. Unused sick leave days may accumulate from year to year with a maximum limit of one hundred sixty-five (165) days. Accounting for the accumulation of sick leave shall take place at the end of the school year with days remaining added or lost. The intent of this language is to allow the current year's sick leave to be used before taking days from the accumulated leave. The Superintendent may allow sick leave beyond the above limits.
- b. For the 2025/2026 school year, sick leave days at the middle and high school level may be taken in full day, half day, one-quarter day increments, or increments of one period in length. At the conclusion of the 2025/2026 school year, the Union and representatives of the School Committee and Administration will meet to discuss if the increments of one period in length proved workable or if they presented challenges. If it is determined by either side that the length of a period is problematic, then for the remainder of the term of this contract, sick leave at the middle and high school may only be taken thereafter in full day, half day, one-quarter day, or one-hour increments. This provision shall expire on September 1, 2028, without any further action required of the Parties and will not be extended except by mutual agreement of the parties in writing. Absent a mutual agreement in writing to extend this language, the successor contract shall revert to the

language of this Section which was applicable for the period of August 26, 2022, through August 31, 2025. It is expressly agreed that the Parties will meet in advance of September 1, 2028 in order to discuss this language and if possible work through any challenges that might serve as an impediment to extending this language.

- c. Unused accumulated sick leave will be restored to a teacher upon the teacher's return from leave of absence and the teacher will be assigned to a position substantially equivalent to the one which the teacher held at the time said leave commenced.

2. Sick Bank

- a. A sick bank will be established for all teachers who wish to participate and who have taught in the Berlin-Boylston Regional School District for more than one (1) year.
- b. The Berlin-Boylston Regional School Committee invested one hundred (100) days at the time of establishment of the sick bank.
- c. In order to become a member of the sick leave bank, a teacher must contribute three (3) days by September 15 of any year in which the teacher is eligible to participate in the sick leave bank. From the date of the contribution forward, said teacher shall be considered a member of the sick bank ("member").
- d. All teachers who were members before the effective date of this Agreement will continue to be members.
- e. Members are entitled to use the sick bank and shall continue to be members while employed under the terms of this Agreement, subject to the provisions of this Article.
- f. If the bank falls below five hundred and fifty (550) days, each participant will be assessed an additional one (1) day in order to remain a member of the bank, but no more than three (3) days in any given year. Upon retirement, participants may donate accumulated sick leave to the bank.
- g. Only participants who have contributed to the sick bank shall be eligible to receive time from the sick bank.
- h. All days previously contributed by the Tahanto Middle/High School teachers and the Boylston Elementary School teachers shall be added to the bank.
- i. A committee of two (2) representatives appointed by the Teachers' Association and the Superintendent of Schools shall administer the sick bank. In case of a vote, majority will rule.
- J. The decisions of the sick bank committee are final and binding and are not subject to the grievance and arbitration procedure. The committee shall consider the membership eligibility of the teachers who wish to withdraw days from the sick bank as well as the following other criteria:
 - A teacher must submit written evidence from a doctor that the teacher is suffering a serious and lengthy illness that requires further absence from work; and
 - A teacher must have used up all of the teacher's accumulated sick leave.

3. Bereavement Leave

- a. In the event of death in the immediate family of a teacher, a teacher will be granted upon request, reasonable and necessary time off as bereavement leave for as many as five (5) working days without loss of pay. For the purpose of this Agreement, the immediate family shall be husband, wife, children, father and mother, sister and brother, significant other, mother/father-in-law, grandparent, stepparent, stepsiblings, step/foster child, grandchild, brother/sister-in-law, and son/daughter-in-law. The Superintendent may grant additional leave at the Superintendent's discretion.
- b. A total of two (2) days without loss of pay may be granted in the case of death of

- a loved one beyond the listed immediate family above to attend their funeral.
- c. The Superintendent may grant additional days and may determine whether such additional days shall be with or without pay at the Superintendent's discretion.
4. Religious Leave
- a. Each employee may be granted up to two (2) days absence from school duties without loss of pay for the observance of religious holidays not regularly included in the school calendar. If taken, there will be no deduction from the individual's personal or accumulated sick leave. Five (5) days of advance notification to the principal will be required as a prerequisite to the granting of religious leave.
5. Personal Leave
- a. Absence will be granted without loss of pay for not more than three (3) days in any one (1) school year to permit a teacher to attend to personal or business matters at which the teacher's presence is necessary and which could not be postponed to a time in which school is not in session. Personal leave days may be taken in full day, half day, and one-quarter day increments.
- b. Since the absence of a teacher will interrupt the continuity of the teacher's class instruction and will result in a lessening of the pupils' education accomplishments, a teacher should avail him/herself of these absences only in unusual and extraordinary circumstances.
- c. To facilitate procurement of the best available substitute instruction, the teacher, whenever possible, will give at least two (2) week's notice of the anticipated absence to the Principal.
- d. Examples of the kinds of absences covered in this policy include, but are not limited to, the following:
- i. Legal matters, such as transfer of deeds, court appearances, and legal consultations which require appointments during the school days.
 - ii. Sickness in the immediate family, such as a sick child requiring a parent's attention at home, or a member of the immediate family suffering from an illness of a critical nature that would require your presence at the bedside.
 - iii. Death of a close relative or friend, if needed.
 - iv. Emotional upset following accident involving oneself or someone closely related or a close friend.
 - v. Graduations.
 - vi. Attendance at a wedding ceremony of a member of the immediate family.
 - vii. Religious holidays which require a teacher to be away from the teacher's teaching assignment by the rules of the teacher's faith.
- e. Personal days may not be taken immediately preceding or following a vacation or holiday without the express prior written approval of the Superintendent. If misuse of personal days is suspected, a meeting will be held between a member of administration and the involved employee (and a representative of the union should the employee so request) to discuss the matter. The use of all three (3) personal days in a year does not constitute misuse per se. No note or letter shall be part of the employee's file regarding the meeting if it is determined that no misuse took place.
6. Military Leave
- a. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had the teacher remained actively employed in the school during the period of the teacher's absence up to a maximum of four (4) years.
- b. Teachers will be paid the difference between their regular pay and the pay they receive from the State or Federal Government whenever they are called into compulsory temporary two (2) weeks' active duty of any unit of the United States Reserves or the State or National Guard, provided such obligations cannot be

fulfilled on days when school is not in session.

7. Association Matters

- a. Time necessary for Association representatives to attend Massachusetts Teachers Association/N.E.A. conferences and conventions up to an aggregate total of four (4) days annually.

8. Summer Study Grants

- a. Time necessary to allow a teacher to accept summer study grants when such programs commence not more than ten (10) school days prior to the last day of school, subject to the approval of the Committee.

9. Summer School Leave

- a. If a conflict should occur for a teacher who wishes to enroll in a summer session of a college course or institute which begins prior to the close of the teacher work year, the teacher may, at the Superintendent's discretion, be released for part or all of each day necessary prior to the school closing date, provided that the absence of the teacher will not interfere with the proper conclusion of the course of studies for the students. The teacher will be responsible for completing all end-of-year records and reports. The salary shall be the difference between the teacher's regular salary and the substitute rate.

10. Professional or Educational Leave

- a. For the purposes of visiting other schools or attending workshops, meetings or conferences of an educational nature, one (1) day per year for teachers is covered by this contract. Additional days may be granted with approval of the Superintendent for the above-mentioned reasons and for those who are participating in an approved PDP Program or Project Initiative. Fees associated with such workshops or conferences shall be paid by the District when the Principal requires the teacher to attend such workshop/conference and may otherwise be paid by the District with the prior approval of the Superintendent provided that funds are available.

11. Legal Matters

- a. A teacher will be entitled to two (2) days for the purpose of responding to legal matters related to the teacher's professional duties. The Superintendent may extend the number of days under this article at the Superintendent's discretion.

12. Substitutes

- a. Leaves taken pursuant to this Article will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for the teacher's own substitute.

13. Paid Parental Leave. The Parties have agreed to a pilot program for the life of the collective bargaining agreement for the period of September 1, 2025 through August 31, 2028 which will provide ten (10) paid days to an employee at the start of an employee's parental leave. This pilot program will expire on August 31, 2028 unless extended by mutual agreement of the Parties. The Parties agree to meet prior to the expiration of the pilot program to discuss the pilot program but in so doing do not commit to extending the pilot program.

ARTICLE 21

LEAVES OF ABSENCE WITHOUT PAY

1. Military Leave

- a. Military leave will be granted to any teacher who is inducted or enlists for one (1) enlistment to fulfill the teacher's military obligation in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed by the Committee during the period of absence.

2. Leave for Family Purposes

- a. A leave of absence without pay or increment may be granted, at the discretion of the Superintendent, for the purpose of caring for a sick member of the teacher's immediate family whenever such illness is serious enough to warrant such attention. In the case of leave granted for this purpose, the return of the teacher to service shall coincide with the beginning of a school year unless otherwise approved by the Superintendent.

3. Illness Leave

- a. Any teacher whose personal illness extends beyond the period of authorized sick leave may be granted, at the discretion of the Superintendent, a leave of absence up to one (1) year without pay for such time as it is necessary for complete recovery from such illness. In the case of a leave granted for the purpose, the return of the teacher to service shall coincide with the beginning of a school year unless otherwise approved by the Superintendent.

4. Child-Rearing Leave

- a. A teacher shall be granted a child-rearing leave of absence according to the provisions of either paragraph (i), (ii), or (iii), or any combination thereof, at the discretion of the teacher.
 - i. A teacher shall be granted child-rearing leave without pay for up to twelve (12) weeks, upon four (4) weeks' written notice to the Superintendent specifying the effective date and date of return.
 - ii. A teacher shall be granted a child-rearing leave without pay for the remainder of the then current school year upon eight (8) weeks' written notice to the Superintendent specifying the effective date of the leave. Such leave shall be extended for one (1) additional year upon written request of the teacher prior to April 1. The return from such a leave shall coincide with the beginning of a school year unless otherwise decided by the Superintendent.
 - iii. At any point during the twelve (12) weeks of unpaid leave, child-rearing faculty will be able to use their sick days for child-rearing purposes.
- b. The above shall not affect the rights provided by law of a teacher relative to sick leave for periods of disability.
- c. The twelve (12) week child-rearing period shall be calculated in a manner that excludes non-work days (e.g., weekends, holidays, vacation periods, and the summer vacation period).
- d. A teacher granted child-rearing leave in accordance with paragraph (ii) above must notify the Superintendent in writing prior to April 1 of the teacher's intent to return to duty at the start of the next school year. Failure to make such notification will result in termination of the teacher's employment.

5. Leave of Absence for Study or Research

- a. The parties recognize and understand that the Superintendent has the authority under Section 41A of Chapter 7I, as now in force, to "grant a leave of absence" to a professional status teacher "for study or research ... for a period not exceeding one year at full or partial pay" on the following terms and conditions:
 - i. That the School Committee determines that such leave "would increase" the "professional ability" of such teacher;
 - ii. That the teacher "enter into a written agreement with the School Committee that upon termination of such leave the teacher will return to service" ... in the school system ... "for a period equal to twice the length of such leave and that, in default of completing such service, the teacher will refund to the" ... district ... "an amount equal to such proportion of salary received by the teacher while on leave as the amount

of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered".

111. The parties further understand that an application for such leave, when initiated by a teacher, should be filed with the Superintendent on or before November 1st of the school year prior to the school year in which the leave is to commence so as to allow the Committee adequate time to include funds in the budget for such purpose.

6. Association Leave

- a. A member of the bargaining unit who is elected a full-time paid officer of the Massachusetts Teachers Association/N.E.A. shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.
- b. A member of the bargaining unit who is employed to assist the Association in discharging its duties as the exclusive bargaining representative of the teachers covered by this Agreement shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.

7. Other Leaves.

- a. Members of the bargaining unit shall be granted leaves of absence without pay for two (2) years to serve with the Peace Corps, Vista, National Teacher Corps, or the Commonwealth Teachers Corps for not more than two (2) years.
- b. A member of the bargaining unit shall be granted a leave of absence without pay to serve as an elected official in public office.
- c. All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to the teacher upon the teacher's return, and the teacher will be assigned to the same or a substantially equivalent position.
- d. The District will offer leave in accordance with the requirements of the Family and Medical Leave Act, Small Necessities Leave Act, Parental Leave Act, and Domestic Violence Leave Act. The provisions of said laws are posted in the building. This language in no way limits employees' ability to use other contractual leave as applicable.

8. Written Authorization

- a. All requests and grants of leaves of absence under this article will be in writing.

ARTICLE 22 COURSE REIMBURSEMENT

1. The Committee agrees to pay graduate course reimbursement (or for undergraduate courses which directly relate to one's assignment in the District, with prior approval of the Superintendent) for courses taken by employees covered under this contract.
2. Reimbursement shall not exceed \$45,000 per year for the entire bargaining unit.
3. Teachers who apply and are approved for reimbursement for their first course completed in a fiscal year (July 1 - June 30) will receive reimbursement not to exceed \$800 per course and fees based upon date of application. If funds are available on June 30, teachers may seek additional course reimbursement.
4. If by June 30, funds are still available, teachers will be reimbursed for a second course in the order that approval forms were received and approved by the superintendent. If funds are still available, teachers will be reimbursed for additional courses in the order that approval forms were received and approved by the superintendent.
5. Teachers seeking reimbursement for courses beyond their first in a fiscal year will apply for approval prior to registration according to current practices. Teachers seeking reimbursement for a course(s) will apply with the understanding that reimbursement is not guaranteed.
6. Each employee must submit their course and title to the Superintendent prior to the

beginning of the course and receive his/her prior approval. The employee must receive a grade of "B" or better and submit a grade report to the Superintendent's Office.

ARTICLE 23
PACKING AND UNPACKING CLASSROOM

1. In the event that a teacher is reassigned or transferred to another classroom, teachers will be compensated thirty-five dollars (\$35) per hour for time spent beyond the regular work day and/or work year for up to eight (8) hours to pack and unpack his/her classroom. Teachers will submit a timesheet for approval. Teachers will not be required nor expected to personally transport any classroom items or materials during the reassignment/transfer. This section does not apply if a teacher voluntarily requested a reassignment or transfer.

ARTICLE 24
PERSONAL INJURY BENEFITS

1. Whenever a teacher is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation laws, the teacher will have the option to be paid by the Committee for the difference between the teacher's salary and payments received under Workers' Compensation. Such payments will be charged to sick leave on a pro-rata basis. Once a teacher's sick leave has been exhausted, the teacher's only recourse shall be payment under the Workers' Compensation Law.

ARTICLE 25
ANNUITY

1. Teachers will be eligible to participate through payroll deduction in a Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE 26
LIFE INSURANCE

1. The District will offer a \$20,000 term life insurance plan of the type presently available to teachers.

ARTICLE 27
SALARY STEPS

1. A step, as provided in the salary schedule, will be granted annually (effective as of September 1st) to a teacher, provided that at each three (3) year interval of employment in the Berlin-Boylston Regional School District a dual requirement is fulfilled as follows:
 - a. Satisfactory completion of a three (3) credit graduate level course which is related to the School's or District's goals and/or the teacher's subject(s) of academic teaching and which has received prior approval of the Superintendent.
2. For purposes of determining the proper step on which to place new teachers, one hundred thirty-five (135) work days or more completed in any one (1) school year in this school system shall be credited on the salary schedule as one (1) full work year of teaching experience. This provision shall apply to teachers returning from approved leaves of absence or having any past employment in the Berlin-Boylston Regional School District, subject to recommendation by the Superintendent to grant the three (3) year step and approval by the Committee.

3. Newly hired teachers shall be placed on the salary schedule at a step established by agreement between the new employee and the Superintendent. After hire, the new employee shall advance one step on the salary step schedule on the first day of the next school year.
4. By November 1 of the school year prior to when a teacher anticipates making academic achievement "lane" change as provided in the salary schedule, he or she must provide the Superintendent with written notice of the anticipated change. Thereafter, he or she must then also submit an official transcript, or other college and university documents, as verification of course and degree completion (for purposes of advancing on the salary schedule) by delivering same to the Superintendent by the completion of the first day of school year in which the adjustment is expected to occur. In the event that the verification, etc. is not available for the teacher to turn in to the Superintendent on or before first day of school, he/she must notify the Superintendent of that fact on the first day of school or earlier. Thereafter, upon receipt of the verified official transcript which establishes that the employee is entitled to a lane change, he or she will receive a retroactive lane change back to the first day of the school year. Failure to comply with both the notice and the verification timelines may cause the employee to be ineligible to make the lane change until the following year.
5. Longevity increments shall provided as follows based upon the years of service working in a Unit A position in the BBRSD:
 - a. Beginning in the 13th year of employment - \$500
 - b. Beginning in the 18th year of employment - \$1,000
 - c. Beginning in the 23rd year of employment - \$1,500
 - d. Beginning in the 28th year of employment - \$2,000
 - e. Beginning in the 33rd year of employment - \$2,500
6. Only courses taken after the award of a Master's degree may be counted toward the Master's plus level of the salary schedule. In-service credits applied toward the Master's plus level are limited to three credits per level. In-service credits for the next level must be taken following advancement to the previous level.

ARTICLE 28

PROFESSIONAL IMPROVEMENT ADVANCEMENT

- I. Movement within Steps and Lanes
 - a. Teachers will advance from one lane to another by meeting all the professional requirements of higher lanes. Any teacher who thinks s/he may move from one lane to another lane shall provide the Superintendent with written notice of the anticipated change no later than November 1st of the school year prior to the September 1st that the lane change is to be effective.
 - b. Effective August 25, 2007, use of Professional Development Points (PDPs) to advance on the salary schedule shall be subject to the following conditions:
 - i. PDPs used for this purpose must be earned after a Master's degree has been earned and after the teacher has commenced teaching in the Berlin-Boylston Regional School District.
 - ii. Teachers may utilize Professional Development Points to advance on the salary schedule. To qualify for movement on the schedule, the PDPs must be approved in advance by the Superintendent and Principal. The Professional Development course must be at least fifteen (15) hours in duration and require the completion of a project and/or written work. Massachusetts defines High Quality Professional Development (HQPD)

as: A set of coherent learning experiences that is systematic, purposeful, and structured over a sustained period of time with the goal of improving teacher practice and student outcomes. It enables educators to facilitate the learning of students by acquiring and applying knowledge, skills, and abilities that address student needs and improvement goals of the district, school, and individual. HQPD conforms to best practices in research, relates to educators' assignments and professional responsibilities, and conforms to the ten Massachusetts Standards for Professional Development.

iii. The ten standards that make up the Massachusetts Standards for Professional Development:

1. HQPD has clear goals and objectives relevant to desired student outcomes.
2. HQPD aligns with state, district, school, and/or educator goals or priorities.
3. HQPD is designed based on the analysis of data relevant to the identified goals, objectives, and audience.
4. HQPD is assessed to ensure that it is meeting the targeted goals and objectives.
5. HQPD promotes collaboration among educators to encourage sharing of ideas and working together to achieve the identified goals and objectives.
6. HQPD advances an educator's ability to apply learnings from the professional development to his/her particular content and/or context.
7. HQPD models good pedagogical practice and applies knowledge of adult learning theory to engage educators.
8. HQPD makes use of relevant resources to ensure that the identified goals and objectives are met.
9. HQPD is taught or facilitated by a professional who is knowledgeable about the identified objectives.
10. HQPD sessions connect and build upon each other to provide a coherent and useful learning experience for educators.

iv. The following are definitions of activities not considered professional development:

1. Training: Informational sessions focused on learning discrete skills and/or performing individual tasks. An example of training is a session on how to access a report in a database. Training is brief and has a beginning and an end.
2. Technical Assistance (TA): The provision of brief, targeted support with the goal of aiding the recipient in knowledge application. Technical assistance provides advice and guidance in the use of resources, materials and equipment.

c. College Credits and PDP's

- i. Teachers are allowed to use PDPs for lane advancement in place of college credits only when a university, college, or approved DESE

Professional Development provider has issued PDPs in place of college credits and those PDPs represent the entire course. Teachers will not be allowed to "bundle" PDPs from multiple sources. District issued PDPs are not allowed to be used for lane advancement. In order to use PDP's as defined above, the teacher must obtain advance written approval from the principal.

Note: The BBRSD does not issue/convert PDPs for outside PD providers.

- ii. For the purpose of this section, the exchange rate shall follow the guidelines set by DESE.
- iii. Any professional development workshop/conference/course offered within BBRSD may be approved for salary schedule advancement as long as it has been approved in advance by the Superintendent and Principal.
- iv. The remainder of the graduate credits required for advancement on the salary schedule must be approved by the Superintendent and Principal and earned at an accredited institution of learning

ARTICLE 29

TEACHER WORK DAY

1. ELEMENTARY SCHOOLS

- a. Except as otherwise provided in this Agreement, the teacher work day will begin at 8:20 A.M. and end at 3:15 P.M. By mutual agreement of the principal and teacher, a teacher's work day may begin earlier or later than 8:20 A.M. The length of the teacher work day would remain the same. The student day shall be 8:25 a.m. to 2:55 p.m.
- b. The Committee recognizes that the size of the school necessitates the hiring of part-time teachers and that they are an integral part of the teaching staff.
- c. Part-time teachers shall be consulted regarding scheduling and consideration shall be given regarding outside responsibilities.
- d. Part-time teachers shall have their work day clearly defined.
- e. If non-teaching supervisory assignments are given, they shall be assigned in an equitable fashion.
- f. Curriculum specialists (art education, vocal and instrumental music education, technology, library, and physical education) will teach a maximum of six (6) classes.
- g. All teachers shall have a thirty (30) minute, duty-free lunch period each day between the hours of 11:00 A.M. and 1:30 P.M.
- h. Full-time classroom teachers will be provided with a minimum of four (4) such preparation periods per five (5) day week. Full-time non-classroom teachers will be provided with an equivalent amount of preparation and planning time per week. Preparation and planning time for part-time teachers will be prorated. A teacher's preparation and planning time will not be utilized for consultations or meetings, unless agreed upon by all parties.
- i. When the curriculum specialists (defined as the art, physical education, vocal music, technology, and library teachers) are absent, the School District will make a good faith effort to secure a substitute for said teacher. If the School District does not secure a substitute for said positions, and the classroom teacher decides to perform the duties of an absent specialist, including the duties contained in the substitute lesson plan, the teacher shall be compensated at one-sixth (1/6) of the approved daily substitute rate, provided that the teacher provides advance notice to the Principal via verbal, email, or phone call to the office. The teacher must be with

his/her students during the specialist's period to receive compensation. The teacher's decision to substitute must be based upon the best interest of the students. By the end of the work day, the teacher must submit a completed form to the office indicating that the teacher substituted for the class.

- j. When there is an early release day before a holiday or for emergency dismissal, teachers shall be permitted to leave as soon as their students are dismissed. If there is an early release on the last day of school, teachers shall be permitted to leave when their year-end work has been completed, as confirmed by the principal. On all other early release days, the teachers will work a full day.
- k. Teachers will also remain after 3:15 p.m. with proper notification (48 hours) for core evaluation or other meetings necessary to provide service to children with special needs in accordance with Chapter 766 of the Acts of 1972, in cases where these meetings cannot be scheduled during the teacher work day.
- l. Kindergarten screenings will be held during the school year and school day when Kindergarten is not in session.

2. MIDDLE/HIGH SCHOOL

- a. A teacher will be expected to be in the building between the hours of 7:25 a.m. (start), 7:30 a.m. (on duty) and 2:20 p.m. On either Monday, Tuesday, Wednesday or Thursday a teacher is expected to be in the building until 2:50 p.m. for the purpose of providing extra help to students; provided, however, that if no student appears by 2:20 p.m., or if no student has made an appointment for extra help, the teacher shall be free to leave school at 2:20 p.m. The student day shall be 7:35 a.m. to 2:15 p.m. Dates and times for extra help shall be posted at a location accessible to both parents and students at least one (1) week in advance.
- b. On Fridays and on the day before a vacation or holiday, teachers may leave school five minutes after the regular last school bus has departed.
- c. Because of the nature of the professional responsibility of teachers, it is recognized that they may be required to devote additional time for extra help in order to fulfill their professional commitments.
- d. Students may receive extra help from teachers after school on other days as requested by a student or a teacher, upon arrangement between the student and teacher involved. In the event of a question arising out of the amount of extra help offered or requested, a conference will be held including the teacher, the parent or parents, the student, and the Principal. Following the conference, the Principal, after consultation with the teacher, will determine the extent of extra help which is necessary in the individual case.
- e. Teachers will also remain after 2:20 p.m. with proper notification (48 hours) for core evaluation or other meetings necessary to provide service to children with special needs in accordance with Chapter 766 of the Acts of 1972, in cases where these meetings cannot be scheduled during the teacher work day.
- f. Duty Free Lunch - Each teacher shall be provided with at least a thirty (30) minute lunch period free of all duties.
- g. A teacher will be guaranteed course preparation equivalent to one (1) academic period, but of no less than forty-eight (48) minutes duration per day. If a teacher has two (2) open periods, the teacher's preparatory period will be the same period each day, except in unexpected and/or unforeseen circumstances.
- h. Teaching a sixth (6th) class is voluntary (on an annual basis), and is only available for teachers with Professional Teacher Status (PTS).
- i. The Association and building administrators may mutually agree to create a condensed schedule to allow for an activity period. The condensed schedule may take place no more than twice per month and must guarantee teachers a preparation period no less than the shortest academic period of that day.
- j. The Middle School teams will have three (3) team meetings per six (6) day

rotating schedule. Administration recognizes that the needs of the student population, especially in the younger grades, may warrant additional time be built into the schedule which will be discussed between building administration and the grade level team. The principal will make the final scheduling decision.

3. ELEMENTARY, MIDDLE AND HIGH SCHOOL CONFERENCES, STAFF MEETINGS, AND CURRICULUM NIGHTS

- a. Parent-teacher conferences are recognized as part of the home and school communication process.

Fall (November) - At the elementary level, there shall be a one-half (1/2) day for students; conferences will commence at 12:30 p.m. until 6:30 p.m. with a one-half (1/2) hour break. At the middle/high school level, there shall be a one-half (1/2) day for students.

Conferences will be held in-person, unless requested otherwise by the parent. Parents or teachers may call for a conference at other times and/or whenever it is needed to aid in the educational growth and development of the child.

Commencing in November 2023, the Committee and the Association agree to the following Parent-Teacher conference guidelines at the middle/high school level:

1. Parent-Teacher Meeting Time: Eight (8) minutes with two (2) minute passing time between conferences.
 2. Virtual Conferences will be permitted only in the afternoon during designated times by parent request only. Virtual conferences will be by parent request only and will occur only during designated times agreed upon by teachers and the building principal.
 3. The conferences will reflect a common timespan to coincide with the elementary schools. Therefore, conferences will be held at Tahanto from 11:30 am – 5:30 pm with a half-hour break for a total of 5.5 hours. Times may be adjusted based on feedback and agreement between the administration and teachers.
 4. All teaching staff will be expected to remain in the building for the entire duration of the conference time.
 5. Teachers will conduct individual meetings with parents in both the middle school and high school. (Middle School team meetings are not a part of this conference time).
 6. Conference slots will open up to the families of students attending both Tahanto and an elementary school first.
 7. Teachers should refrain from blocking conference times for comfort breaks as that time will be formally counted in the half-hour break time.
 8. There are no other understandings, either verbal or written, among the parties regarding the subject matter of this Agreement.
- b. Spring (March 2024 forward) - There shall be a one-half (1/2) day held for Professional Development (8:00am - 11:00am). The parent/teacher activities that occur between noon and 3:00 p.m. at each level will be based upon discussion with the Association and input from the school community (school community includes but is not limited to Teachers, parents, Administration, and School Committee).
- c. Staff Meetings - Mondays will be set aside for staff meetings called by the Principal or Superintendent. A formal agenda will be sent to teachers no later than Friday afternoon prior to the meeting. The Principal or Superintendent

reserve the right to call an emergency meeting at any time.

Except in emergencies, teachers will not be excused for classes, other employment, doctor or dental appointments, etc. on staff meeting days. No more than sixteen (16) staff meetings are to be held on Mondays, starting from five (5) minutes after the end of the contractual school day and lasting no more than one (1) hour. Second staff meetings will not take place in the months of November, December, February, and April due to the holiday and mid-season vacation breaks.

A tentative staff calendar will be provided to the Association no later than August 1st of the school year.

The second meeting of the month will be reserved for, but not limited to, teacher-led, cross-school meetings, curriculum planning, teacher common planning, and professional development. The Department Head/Elementary Teams will provide an agenda to the principal by the Friday preceding the staff meeting and a summary will be provided by the Department Chairs/Elementary Teams to the principal by the Friday after the meeting.

Meetings that are cancelled will not be rescheduled

- d. One (1) Fall Curriculum Night. On said day; there shall be one evening Curriculum Night designated in the fall of each year for parents in each school to visit their child's classroom to learn about the curriculum. Curriculum Night shall take place during a two (2) hour period of time no earlier than 6:00pm.
 - e. School Nurses are not required to attend Curriculum Night and/or Parent-Teacher Conferences, but instead will work one (1) additional work day of five (5) hours in length within five (5) work days of the first day of school for other staff without additional compensation.
 - f. First year staff must attend workshops set up by the mentor coordinator after school five (5) times per school year. Each workshop will be sixty (60) minutes in length.
 - g. During Curriculum Nights, counselors, psychologists and special education teachers, in conjunction with building administration, will determine appropriate presentations and/or options for parents. Absent agreement between the building administration and the employees, the building administration will determine the activity and/or options.
 - h. At the Middle/High School fall conferences, counselors, adjustment counselors and psychologists will not be required to attend and instead, the counselors, adjustment counselors and psychologists will work with administration to schedule and conduct an Elementary-to-Middle School Transition Night or comparable after school event and a Middle School-to-High School Transition Night or comparable after school event. The Transition Nights will be mandatory for counselors, adjustment counselors and psychologists but will continue to be voluntary for other educators.
4. Administration will make a good faith effort to ensure that duties are equally distributed amongst teachers.

ARTICLE 30
NON-TEACHING DUTIES

1. Teachers will not be required to perform the following duties:
 - a. Supervision of the playground (excluding the pre-school teacher), buses, or keeping attendance registers (excluding taking classroom attendance). Elementary teachers are required to supervise the playground and buses.
 - b. Collecting money from students for non-educational purposes. Teachers may be required to collect and transmit money to be used for educational purposes and will be required to tabulate or account for such money.
2. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers shall not be required to transport children in the teachers' automobiles.
3. Under the present discipline system, teachers will arrange with students to whom they have issued detentions to serve these detentions in their own rooms.

ARTICLE 31
USE OF MOTOR VEHICLES

1. Traveling teachers covered by this Agreement who are authorized to use private automobiles for school purposes shall be reimbursed at the IRS rate per mile.

ARTICLE 32
TRAINING TEACHERS

1. Teachers cooperating in the preparation of college students or college apprentice teachers shall be known as Training Teachers.
2. Qualifications for Training Teachers shall include the following:
 - a. Teacher certification and NCLB 'Highly Qualified' Status.
 - b. Three (3) years of successful teaching experience.
 - c. Recommendation of the school, college, or university requesting service.
 - d. Willingness to cooperate with the school requesting service and the Committee in effecting a coordinated training program.
 - e. Exemplary or proficient rating on the teacher's most recent evaluation.
3. Acceptance of trainees shall be voluntary. Adequate advance notice of the assignment of a trainee shall be provided.

ARTICLE 33
MARKS, GRADES, AND CURRICULUM

1. **ELEMENTARY SCHOOLS**
 - a. Teachers shall maintain electronic report card system at the end of each trimester with students' progress marks and grades and all such records will be maintained consistent with state and federal laws and regulations related to confidential student records. Teachers are required to input final grades at the end of each trimester electronically.
 - b. The grade which is entered into the student's permanent record by the teacher represents the student's achievement in the judgment of the teacher.
 - c. The District shall provide adequate training to bargaining unit members regarding electronic gradebooks and webpages.
2. **MIDDLE/HIGH SCHOOL**
 - a. Teachers shall maintain electronic grade books with students' progress marks and grades and all such records will be maintained consistent with state and federal

laws and regulations related to confidential student records. All such grade books/records are the property of the school district. Teachers are required to record and update student grades in electronic gradebooks. Assignments will be graded in a reasonable amount of time in relation to the type of assignment. Teachers will ensure grades are up-to-date on a weekly basis to reflect the student's current average in class. Grades shall be recorded in the District's grading system in use either now or in the future (Powerschool).

- b. The grade which is entered into the student's permanent record by the teacher represents the student's achievement in the judgment of the teacher.
 - c. The parties recognize the importance of keeping parents informed of student progress as an aid in the total development of the student; therefore, parents shall have access to the electronic gradebooks. Teachers shall include students' progress in their electronic gradebooks, which may include, but is not limited to, homework, quizzes, tests, final grades, comments, etc.
 - d. The District shall provide adequate training to bargaining unit members regarding electronic gradebooks and webpages at all times.
- 3. Teachers at all levels shall input their curriculum into the District's online curriculum repository in accordance with the timeline specified by each building. Said work will be performed during scheduled professional development, staff meetings, and may be performed during other non-instructional times (excluding preparation periods).
 - 4. Non PTS teachers shall submit lesson plans on a weekly basis throughout their first two years of employment with the District. A Non PTS teacher may be required to continue to submit lesson plans on a weekly basis for their third year of employment or a portion thereof at the discretion of their building principal. In the event that the building principal intends to require the submission of lesson plans for the third year or portion thereof, the building principal shall be required to articulate the justification for the extension of the requirement to the third year or portion thereof. PTS teachers are expected to stay current in ATLAS or such other platform as is in use in the District.

ARTICLE 34

EARLY RETIREMENT INCENTIVE

1. BERLIN MEMORIAL SCHOOL

- a. Only employees hired by the Berlin School Committee prior to July 1, 2016 who elected not to receive the higher longevity amounts listed in the prior contract shall receive the following benefit:
 - i. In order to facilitate early retirements, the Committee will provide a retirement bonus to a retiring teacher in the amount of Fifteen Thousand Dollars (\$15,000.00) for full-time teachers. Part-time teachers will be entitled to a prorated amount.
- b. The prior sick leave buyback benefit has been eliminated for all employees.
- c. For the purposes of the above, scheduled date of retirement shall be determined as of the last day worked. Notice of retirement must be provided no later than November 1 preceding the date of retirement and shall be irrevocable.
- d. In order to be eligible for the early retirement program, a teacher must fulfill fifteen (15) years of service to the BBRSD, ten (10) years of which are consecutive.
- e. Payment will be made by one of two methods at the discretion of the retiring teacher.
 - i. Method A: Payment will be in two (2) equal installments; one (1) installment payable in the January following retirement, the other in the January following the first year of retirement.

- ii. Method B: Payment will be made in four (4) equal installments; one (1) installment in the September following retirement, the next installment in the January following retirement, the next in the September following the first year of retirement and the final installment in the January following the first year of retirement.

2. BOYLSTON ELEMENTARY SCHOOL

- a. Only employees who were employed by the Boylston Elementary School during the 2018-2019 school year, and had submitted written notice opting into the following benefit prior to July 1, 2019 shall be eligible for said benefit.
- b. In addition to any other longevity payments to which one may otherwise be entitled elsewhere in the contract, there shall also be an enhanced longevity payment that will be available only to those employees who have served in the bargaining unit for at least fifteen (15) years, at least ten (10) of which are uninterrupted, at the time the enhanced longevity payments will begin. Approved medical leaves of absence for a period of up to one (1) year shall not be considered a discontinued service. Only once during their career, any such employee shall be eligible to receive an enhanced longevity payment in the amount of three thousand three hundred thirty-three (\$3,333.00) per year for any single period of three (3) consecutive years he/she teaches, subject to the following conditions:
 - i. The employee must give written notice of his/her intent to access this enhanced longevity payment to the Superintendent or his/her designee prior to the October 1 preceding the contract year in which the employee desires to begin receiving this benefit.
 - ii. Once given, the written notice will be irrevocable.
 - iii. Once the three (3) year period for this enhanced longevity payment has been completed, the enhanced longevity payments to that employee will terminate.
 - iv. The enhanced longevity payments will be made in equal bi-weekly installments, less normal payroll and retirement deductions.
 - v. It is expressly understood that there is no contractual ability to sell-back any unused sick days upon one's retirement.
 - vi. In order to receive the enhanced longevity benefit, teachers participating in this program must work through the end of the school year. They may not retire during any of the three school years to which this benefit is tied.
 - vii. Any bargaining unit member who leaves the District's employ prior to the conclusion of the third school year to which this benefit is tied will, alternatively, have the remainder of the money the District would have paid him/her in enhanced longevity paid-out in two (2) equal installments over the two (2) fiscal years following the fiscal year in which he/she retired.
 - viii. Bargaining unit members working less than full time will be eligible for this benefit on a pro-rated basis.
 - ix. A bargaining unit member electing this benefit may have enhanced longevity payments deposited into a 403b plan of the member's choosing.

ARTICLE 35

INSURANCE AND ANNUITY PLAN

1. Insurance Coverage

- a. The Committee will pay under provisions permitted by law the cost of the following types of insurance coverage:

- i. A \$20,000 term life insurance plan of the type presently available to teachers.
 - ii. The School District shall provide an HMO plan, which shall be HMO Blue, and a PPO plan. Contribution rates will be as follows:
 - iii. The School Committee shall pay seventy-five percent (75%) of the cost of the individual or family HMO Blue or PPO coverage, whichever applies.
 - b. Additional plans may be offered, provided that such plans shall not affect the availability or increase the employees' cost of the HMO Blue Plan.
 - c. The Committee will establish a flex plan which permits the payments for health insurance to be treated as non-taxable income.
 - d. Effective July 11, 2006, the School Committee agrees to accept the provisions of Massachusetts General Laws Chapter 328, §§ 9A, 9D, and 18. This paragraph shall not be grievable or arbitrable except on the sole issue of whether the School Committee has accepted §§ 9A, 9D, and 18.
- 2. Annuity Plan
 - a. Teachers will be eligible to participate in up to two Tax-Sheltered Annuity Plans established pursuant to United States Public Law No. 87-370.
- 3. Worker's Compensation
 - a. Teachers shall be included under the provisions of the Massachusetts Worker's Compensation Act.
 - b. Nothing shall prevent an employee from using his/her sick leave (including accumulated sick leave) to augment the Worker's Compensation stipend. Sick leave used shall be a pro-rated percentage necessary to ensure that the employee receives compensation equal to one hundred (100%) percent of his/her regular salary. Deduction from the accumulated sick leave shall be equal to the pro-rated percentage used to make the employee's salary whole.
- 4. Health Insurance Waiver
 - a. An employee who was employed by the BBRSD during the 2018-2019 school year (i.e., this provision does not apply to employees who worked for the elementary school during said year, and does not apply to any new teachers who were hired for the 2019-20 school year) who is eligible to enroll in a health insurance plan offered to employees by the Berlin-Boylston Regional School District ("District") and who elects not to enroll in or to withdraw from health insurance plans offered by the District for the purpose of obtaining alternative health insurance coverage through such employee's spouse, provided that such spouse is not employed by the District, or for the purpose of obtaining alternative health insurance coverage from another privately sponsored health insurance plan must provide proof of such health insurance coverage each plan year to be eligible to receive one of the following annual waiver payments:
 - i. Individual Coverage Waiver Payment \$1,200.00 per plan year.
 - ii. Family* Coverage Waiver Payment \$2,400.00 per plan year.
 - iii. (*Only employees who are eligible to enroll in family coverage may receive the Family Coverage Waiver payment.)
 - b. The District will make waiver payments at or about the end of the health insurance plan year to eligible employees. Any employee who elects to receive a waiver payment and who subsequently enrolls in or re-enrolls in a District offered health insurance plan within the plan year or who separates from employment during the plan year will have his/her waiver payment pro-rated based on the number of months such employee and his/her dependents, if any, were not enrolled in a health insurance plan offered by the District. Any employee who is

eligible to enroll in a District offered health insurance plan, who commences employment with the District after the start of the plan year, and who elects to receive the waiver payment shall have his/her payment prorated based on the number of months such employee and his/her dependents, if any, were not enrolled in a health insurance plan offered by the District.

- c. This Health Insurance Waiver provision shall be discontinued at the conclusion of the 2019-2020 school year.

ARTICLE 36

SCHOOL CHOICE/STAFF TUITION

As a contractual benefit under the terms of this Collective Bargaining Agreement, and in accordance with the provisions of Mass. G.L. c. 71 § 12, educators covered by this Collective Bargaining Agreement but who do not reside in one of the Member Towns may enroll their children as students of the District as guests of the Superintendent at no charge to the educator. The provisions of this Article shall be operative so long as Massachusetts law permits this. The rights conferred by this Article are separate and distinct from any rights under the provisions of the Massachusetts School Choice law.

Students admitted pursuant to this Article shall be subject to the same policies, rules and regulations promulgated by the federal government, the State, the District and in approved student handbooks as any other students enrolled as residents of the member towns. The Superintendent, subject to any applicable legal requirements, reserves the right to remove students enrolled pursuant to this Article for reasons deemed by the Superintendent to be detrimental to the District, including for example for serious misconduct in violation of applicable state and federal law or District rules and regulations. Any student so enrolled shall be allowed to complete the current academic year if said student's parent leaves the employ of the District during any academic year." [Subject to DESE Review]

ARTICLE 37

PROFESSIONAL DRESS CODE

Educators are expected to dress in attire that will be neat, clean, free of rips, professional and appropriate for the duties of the teacher, special events, and weather. If there is a reasonable concern about a teacher's attire, a meeting will be held between a member of administration and the involved employee (and a representative of the union should the employee so request) to discuss the matter.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on behalf of the School Committee by the Chairman thereof and on behalf of the Teachers' Association by the members of its executive council as of the day and year first above written.

**FOR THE BERLIN-BOYLSTON
REGIONAL SCHOOL COMMITTEE**



Beth Hauer







Lori-Anne Hart

**FOR THE BERLIN-BOYLSTON
REGIONAL EDUCATORS ASSOCIATION**



Side Letter
Between
Tahanto School Committee
And
Tahanto Federation of Teachers

The parties agree on Option II described in the April 14, 1998 memo regarding Dental Insurance. Option II will include incremental Orthodontics. Premiums will be paid at current 50-50 split.

Kenneth L. White
Berlin-Boylston School Committee

April 23, 1999
Date

Tom Karpis
Tahanto Teachers' Association
Local 3225, American Federation
of Teachers, AFL-CIO

Aug. 7, 1999
Date

Side Letter (1)

Side Letter
Between
The Berlin-Boylston School Committee
And
Tahanto Teachers' Association
Local 3225, American Federation of Teachers'
AFL-CIO

Outside of said Master Agreement, the Berlin-Boylston school Committee does agree to install a separate dedicated phone line and fax machine for use by the Tahanto teachers. Installation to occur by the end of January 1998.

William H. Miller
Berlin-Boylston School Committee

4/21/98
Date

Tom Kumpson
Tahanto Teachers' Association
Local 3225, American Federation
of Teachers, AFL-CIO

5/7/99
Date

Side Letter (2)

APPENDIX A: SALARY SCHEDULE

FY26 Salaries (3%)							
Experience:	BA	BA+15 (a)	MA	MA+15	MA+30	MA+45	MA+60/PHD
0	\$57,202	\$58,666	\$60,130	\$61,607	\$64,543	\$66,076	\$67,890
1	\$59,399	\$60,867	\$62,337	\$63,818	\$66,747	\$68,277	\$70,485
2	\$61,607	\$63,076	\$64,543	\$66,000	\$68,932	\$70,465	\$73,068
3	\$66,000	\$67,465	\$68,931	\$70,408	\$73,354	\$74,981	\$77,039
4	\$68,204	\$70,040	\$71,880	\$73,352	\$76,288	\$78,048	\$80,190
5	\$70,408	\$72,499	\$74,593	\$76,288	\$79,219	\$80,754	\$82,969
6	\$74,814	\$77,016	\$79,219	\$80,691	\$83,636	\$85,169	\$87,505
7	\$77,010	\$79,584	\$82,160	\$83,636	\$86,559	\$88,092	\$90,508
8	\$79,219	\$82,152	\$85,084	\$86,559	\$89,502	\$91,047	\$93,544
9	\$83,388	\$85,708	\$88,030	\$89,502	\$93,173	\$94,704	\$97,304
10	\$84,638	\$87,798	\$90,957	\$93,150	\$96,840	\$98,373	\$101,072
11	\$85,906	\$90,601	\$95,295	\$98,287	\$102,004	\$103,593	\$106,436
12	\$86,766	\$91,507	\$96,247	\$99,269	\$103,024	\$104,629	\$107,500

FY27 Salaries (3%)							
Experience:	BA	BA+15 (a)	MA	MA+15	MA+30	MA+45	MA+60/PHD
0	\$58,918	\$60,426	\$61,934	\$63,456	\$66,479	\$68,058	\$69,927
1	\$61,181	\$62,693	\$64,207	\$65,732	\$68,750	\$70,325	\$72,600
2	\$63,456	\$64,968	\$66,479	\$67,980	\$71,000	\$72,579	\$75,260
3	\$67,980	\$69,489	\$70,999	\$72,520	\$75,554	\$77,230	\$79,350
4	\$70,250	\$72,141	\$74,036	\$75,553	\$78,577	\$80,390	\$82,595
5	\$72,520	\$74,674	\$76,830	\$78,577	\$81,596	\$83,177	\$85,458
6	\$77,058	\$79,327	\$81,596	\$83,112	\$86,145	\$87,724	\$90,130
7	\$79,320	\$81,971	\$84,625	\$86,145	\$89,156	\$90,735	\$93,223
8	\$81,596	\$84,616	\$87,637	\$89,156	\$92,187	\$93,778	\$96,350
9	\$85,889	\$88,280	\$90,671	\$92,187	\$95,968	\$97,546	\$100,223
10	\$87,177	\$90,432	\$93,686	\$95,945	\$99,745	\$101,324	\$104,104
11	\$88,483	\$93,319	\$98,153	\$101,235	\$105,064	\$106,701	\$109,629
12	\$89,369	\$94,252	\$99,135	\$102,247	\$106,114	\$107,768	\$110,725

FY28 Salaries (3.25%)							
Experience:	BA	BA+15 (a)	MA	MA+15	MA+30	MA+45	MA+60/PHD
0	\$60,833	\$62,390	\$63,947	\$65,518	\$68,640	\$70,270	\$72,200
1	\$63,169	\$64,730	\$66,293	\$67,869	\$70,984	\$72,610	\$74,959
2	\$65,518	\$67,080	\$68,640	\$70,190	\$73,307	\$74,938	\$77,706
3	\$70,190	\$71,747	\$73,306	\$74,877	\$78,010	\$79,740	\$81,929
4	\$72,533	\$74,486	\$76,442	\$78,009	\$81,130	\$83,002	\$85,280
5	\$74,877	\$77,100	\$79,327	\$81,130	\$84,248	\$85,880	\$88,235
6	\$79,563	\$81,905	\$84,248	\$85,813	\$88,945	\$90,575	\$93,059
7	\$81,898	\$84,636	\$87,375	\$88,945	\$92,053	\$93,683	\$96,253
8	\$84,248	\$87,366	\$90,485	\$92,053	\$95,183	\$96,826	\$99,481
9	\$88,681	\$91,149	\$93,618	\$95,183	\$99,087	\$100,716	\$103,480
10	\$90,011	\$93,371	\$96,731	\$99,063	\$102,986	\$104,617	\$107,487
11	\$91,359	\$96,352	\$101,343	\$104,525	\$108,479	\$110,169	\$113,192
12	\$92,274	\$97,316	\$102,357	\$105,570	\$109,563	\$111,271	\$114,324

Notes:

a) Bachelors+15 Lane is for "grandfathered" Berlin Memorial teachers only and is being phased out.

APPENDIX B: STIPENDS

<u>General Stipends</u>			
<u>Stipend Name:</u>	<u>FY26 Amount</u>	<u>FY27 Amount</u>	<u>FY28 Amount</u>
Senior Class Advisor	\$1,829	\$1,829	\$1,829
Junior Class Advisor	\$1,557	\$1,557	\$1,557
Sophomore Class Advisor	\$1,450	\$1,450	\$1,450
Freshman Class Advisor	\$1,353	\$1,353	\$1,353
Elementary Lead Teacher	\$4,000	\$4,000	\$4,000
HS Dept Head (1-4)	\$2,965	\$2,965	\$2,965
HS Dept Head (1-5+)	\$3,250	\$3,250	\$3,250
Grade 6 Team Leader	\$2,156	\$2,156	\$2,156
Grade 7 Team Leader	\$2,156	\$2,156	\$2,156
Grade 8 Team Leader	\$2,156	\$2,156	\$2,156
Academic Coaches (Multiple)	\$2,164	\$2,164	\$2,164
Band/Chorus Concerts (Holiday & Spring)	\$375	\$375	\$375
Art Show (1 Teacher)	\$100	\$100	\$100
5th Grade Graduation (2 Teachers)	\$100	\$100	\$100
Kindergarten Orientation (3 Teachers/Night)	\$100	\$100	\$100
Middle/High School Treasurer	\$3,737	\$3,737	\$3,737
Elementary Treasurer	\$1,800	\$1,800	\$1,800
Peer Mentor (Year 1 - Multiple)	\$1,082	\$1,082	\$1,082
Peer Mentor (Year 2 - Multiple)	\$1,803	\$1,803	\$1,803
Mentor Coordinator	\$2,164	\$2,164	\$2,164
Athletic Director	\$19,962	\$19,962	\$19,962
Nurse Leader (New to contract)	\$5,665	\$5,665	\$5,665

<u>Club Advisor Stipends</u>			
<u>Stipend Name:</u>	<u>FY26 Amount</u>	<u>FY27 Amount</u>	<u>FY28 Amount</u>
Art Club	\$738	\$738	\$738
Auditorium Manager	\$738	\$738	\$738
Business Club	\$738	\$738	\$738
Band Director	\$742	\$742	\$742
Cable Coordinator	\$3,056	\$3,056	\$3,056
Chess Club	\$738	\$738	\$738
Chorus Director	\$738	\$738	\$738
Creative Writing Club	\$738	\$738	\$738
Director of School Play	\$1,437	\$1,437	\$1,437
Drama Club	\$738	\$738	\$738
Engineering Club	\$1,437	\$1,437	\$1,437
French Club	\$738	\$738	\$738
Global Studies/World Travelers	\$738	\$738	\$738
Jazz Band	\$738	\$738	\$738

Jr. National Honor Society (1 of 2)	\$738	\$738	\$738
Jr. National Honor Society (2 of 2)	\$738	\$738	\$738
Lead Mentor - Girls	\$1,061	\$1,061	\$1,061
Lead Mentor - Boys	\$1,061	\$1,061	\$1,061
Mentor - Girls	\$796	\$796	\$796
Mentor - Boys	\$796	\$796	\$796
Mentor Site Coordinator	\$796	\$796	\$796
Marching Band Director	\$738	\$738	\$738
Math Team (Freshmen)	\$1,422	\$1,422	\$1,422
Math Team (Varsity)	\$1,692	\$1,692	\$1,692
Mind Matters	\$796	\$796	\$796
Model UN	\$738	\$738	\$738
Music Director (For Plays)	\$738	\$738	\$738
National Honor Society	\$1,557	\$1,557	\$1,557
Tahanto Newspaper	\$1,692	\$1,692	\$1,692
PAWS Club	\$798	\$798	\$798
Peer Assistance	\$738	\$738	\$738
Producer of Play	\$738	\$738	\$738
Robotics Club	\$738	\$738	\$738
Science Club	\$738	\$738	\$738
Seal of Biliteracy	\$738	\$738	\$738
Spanish Club	\$738	\$738	\$738
Student Council (HS) (1 of 2)	\$1,829	\$1,829	\$1,829
Student Council (HS) (2 of 2)	\$1,829	\$1,829	\$1,829
Student Council (MS)	\$1,422	\$1,422	\$1,422
Sweet & Savory Club	\$738	\$738	\$738
Unified Sports (Best Buddies)	\$738	\$738	\$738
Volleyball Club	\$738	\$738	\$738
Yearbook Business	\$2,101	\$2,101	\$2,101
Yearbook Layout	\$2,101	\$2,101	\$2,101

Note: Stipend for any club not listed is the minimum amount listed, unless previously approved by School Committee.

Coaching Stipends				
Sport Name:	Season:	FY26 Amount	FY27 Amount	FY28 Amount
Girls V Field Hockey	Fall	\$4,947	\$4,947	\$4,947
Girls JV Field Hockey	Fall	\$3,733	\$3,733	\$3,733
Girls MS Field Hockey	Fall	\$2,276	\$2,276	\$2,276
Girls Varsity Soccer	Fall	\$4,947	\$4,947	\$4,947
Boys Varsity Soccer	Fall	\$4,947	\$4,947	\$4,947
Girls JV Soccer	Fall	\$3,733	\$3,733	\$3,733
Boys JV Soccer	Fall	\$3,733	\$3,733	\$3,733
Girls MS Soccer	Fall	\$2,276	\$2,276	\$2,276
Boys MS Soccer	Fall	\$2,276	\$2,276	\$2,276
Girls V Cross Country	Fall	\$4,247	\$4,247	\$4,247
Boys V Cross Country	Fall	\$4,247	\$4,247	\$4,247
HS Golf	Fall	\$3,733	\$3,733	\$3,733

MS Golf	Fall	\$1,770	\$1,770	\$1,770
Girls V Basketball	Winter	\$5,276	\$5,276	\$5,276
Boys V Basketball	Winter	\$5,276	\$5,276	\$5,276
Girls JV Basketball	Winter	\$4,287	\$4,287	\$4,287
Boys V Basketball	Winter	\$4,287	\$4,287	\$4,287
Girls MS Basketball	Winter	\$2,971	\$2,971	\$2,971
Boys MS Basketball	Winter	\$2,971	\$2,971	\$2,971
HS Cheerleading	Winter	\$3,063	\$3,063	\$3,063
MS Cheerleading	Winter	\$1,709	\$1,709	\$1,709
Track - Field Events	Spring	\$4,348	\$4,348	\$4,348
Track - Running Events	Spring	\$4,348	\$4,348	\$4,348
Track - MS	Spring	\$2,000	\$2,000	\$2,000
Boys V Baseball	Spring	\$5,114	\$5,114	\$5,114
Boys JV Baseball	Spring	\$2,971	\$2,971	\$2,971
Boys MS Baseball	Spring	\$2,362	\$2,362	\$2,362
Girls V Softball	Spring	\$5,114	\$5,114	\$5,114
Girls JV Softball	Spring	\$2,971	\$2,971	\$2,971
Girls MS Softball	Spring	\$2,362	\$2,362	\$2,362
Girls V Lacrosse	Spring	\$4,947	\$4,947	\$4,947
Girls JV Lacrosse	Spring	\$3,733	\$3,733	\$3,733
Boys V Lacrosse	Spring	\$4,947	\$4,947	\$4,947
Boys JV Lacrosse	Spring	\$3,733	\$3,733	\$3,733

APPENDIXC
EVALUATION INSTRUMENT

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- General Provisions

1) Purpose of Educator Evaluation

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and

additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks that are locally negotiated to the extent required by law and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator who may consider input from the educator. The Improvement Plan shall mean a plan, of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include professional development opportunities specific to the deficiencies noted in the improvement plan during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the

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

- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. Evaluators are outside of the bargaining unit. The Evaluator is licensed as an administrator and is employed by the District or Union #60. The Pupil Personnel Director and Assistant Superintendent of Teaching and Learning may evaluate teachers. The Pupil Personnel Director will supervise the special education, ELL, nurses and guidance counseling staff. Evaluators will receive training regarding the evaluation system
- i) **Primary/Supervising Evaluator** shall be the person who determines the Educator's performance ratings and evaluation, and shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - ii) **Contributing Evaluator** may be a member of the bargaining unit. A Contributing Evaluator may be assigned at the request of the Primary Evaluator or the educator with approval of the Primary/Supervising Evaluator and shall play a support role in the evaluation process. A Contributing Evaluator will normally have expertise in the educator's subject matter and/or area.

A Contributing Evaluator may conduct classroom observations; collect and analyze other evidence as allowed under state regulations; and provide feedback and support to the educator. A Contributing Evaluator, however, may not draft or complete Formative or Summative Evaluation reports.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time, or as assigned by the Superintendent. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her

Primary/Supervising/Contributing Evaluator, if any, at the outset of each new evaluation cycle and not later than September 15. The Evaluator(s) may be changed upon notification in writing to the Educator with the reason for the change provided to the Educator. If the Evaluator and Educator are not in agreement with the change, then final approval will come from the Superintendent. Within 5 workdays of notification at the outset of each new evaluation cycle, the Educator may submit a request to the Superintendent for a change in Evaluator; such requests shall include an explanation for the request. The Superintendent will make the final decision and such decision shall not be subject to appeal.

- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of

classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.

- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license, or in a different subject area, grade-level, or school. The parties acknowledge that it may take some time for an educator with PTS to become proficient in a new assignment (e.g., a change in subject area, grade level, or school). Therefore, the Primary Evaluator may assign a Developing Plan to a PTS educator in a new assignment at the educator's request or at the Primary Evaluator's discretion.

Each Developing Plan for PTS educators in new assignments will be for one school year. If the educator receives an overall rating of proficient or higher upon the Summative Evaluation at the end of the school year, the educator may begin a Self-Directed Growth Plan for the next school year. If the overall summative rating is below proficient, the Primary Evaluator and Educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the educator's certification may be offered. The Primary Evaluator shall place the educator on a plan appropriate to such educator's rating on his/her Summative Evaluation.

- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator, but generally not less than 15 minutes, and may include examination of artifacts of practice including student work. An observation shall occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the local school committee and the Berlin-Boylston Educators' Association that represents the Educators covered by this agreement for purposes of collective bargaining ("Berlin-Boylston Educators' Association").
- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district- wide.

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

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

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

Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate to the extent required by law the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement. *Not to be instituted until two years of data & DESE guidelines have been instituted.*

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)
 - vii) Record of Evaluation
 - (a) The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication.
 - (b) To facilitate this communication, the parties agree that each educator shall have a Record of Evaluation maintained as part of his/her personnel file. All evaluation forms shall remain confidential as personnel records of each educator. Standard forms shall include all relevant forms in Appendix D.
 - viii) Role of the Record of Evaluation in Evaluation Reports
 - (a) Formative or summative evaluation reports shall include evidence previously entered into the Record of Evaluation.
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- 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
- BB) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00.
- EE) ***Trends in student learning:** At least two years of data from the district-determined measures locally bargained to the extent required by law and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include, but not limited to:
 - i) Measures of student progress on classroom assessments that are aligned with the Common Core Standards and/or 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, locally bargained to the extent required by law, of student learning related to the Common Core Standards and/or the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include portfolios approved commercial assessments and district- developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SOP) or its successor such as PARCC, or WIDA 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 set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district, as bargained by the parties to the extent required by law, should be based on the Educator's role and responsibility.
 - v) Student learning growth percentages will become part of the evaluation process, when two years of growth are available.
- B) Judgments based on observations and artifacts of practice including:
 - 1. Unannounced observations of practice of generally no less than 15 minutes.

- u. 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:
 - 1. 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;
 - 2. Evidence of active outreach to and engagement with families;
- ii. Evidence of progress towards professional practice goal(s);
- iii. Evidence of progress toward student learning outcomes goal(s).
- iv. Student and Staff Feedback - to be determined by the parties, after DESE issues guidelines.
- v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE. The parties agree to use the performance rubrics, forms and documents included in this CBA and attached hereto in Appendix A and incorporated herein by reference.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- Furthermore, at the start of each school year, the School District shall arrange district -

wide or school-level meetings for educators and evaluators focused on educator evaluation. At a minimum, the meetings shall:

- . Provide an overview of the evaluation process, including goal setting and the development of educator plans.
- ii. Provide all educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- iii. Provide educators with the opportunity to ask questions relating to the evaluating system.

B) By November 1, 2013, 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 in SY2013-2014 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.

6) Evaluation Cycle: Annual Orientation

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

During the first three years of implementation (SY2013-2014, SY2014-2015, SY2015-2016) of the new evaluation process, the Association and administration will meet quarterly, or as needed, to discuss the process, review the evaluation tool and offer recommendations.

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary/Supervising Evaluator a self-assessment by October 1st or within four

weeks of the start of their employment at the school. September department meetings will be held on the same day and will be dedicated to team self- assessment and goal setting.

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 rubrics in Appendix D.

(c) Proposed goals to pursue:

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

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

B) Proposing the goals

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

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties will agree to negotiate to the extent required by law, the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- E) If an Educator disagrees with any element of the approved Educator Plan, the educator may submit comments of that nature using the Educator Response Form to the Primary Evaluator and/or Superintendent, copying the Union President if he/she wishes. The

notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the Superintendent may discuss the matter with someone who may be asked to work with the educator to revise his/her goals. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section I I B, below.
- ii. The Educator shall have at least two unannounced observations during the school year.

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

- i. The Educator shall have at least two unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroomvisitations, but generally not less than 15 minutes.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, or electronically, or mailed to the Educator's home in case of extended absences.
- 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 generally 30 minutes in duration within 30 school days at a different period and time than previously observed.
- iv. In the case of an observation that raises questions or concerns, the evaluator and/or educator may request an in-person conference with the educator within 2 school days of the observation, provided both the Evaluator and Educator are present, by sending the educator a written or electronic note.
 - (a) Following this request, the educator and evaluator shall meet as soon as possible. The evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the meeting is held unless the educator is not present at school for such a meeting. Following the meeting, the evaluator shall have an additional 2 school days to enter the evidence and/or feedback from the meeting into the observation form electronically. If the meeting allays the evaluator's concerns, he/she shall characterize the observation as such, consistent with the above paragraph.
 - (b) If the evaluator still has concerns after the face-to-face meeting, or if no such meeting occurs because the employee was not present in school, the evaluator shall characterize the observation as such and the evaluator shall clearly communicate his/her concerns to the educator in written feedback.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation when both the educator and evaluator are present, the Evaluator and Educator shall meet for a post-observation conference at a mutually agreed time. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference when both the educator and evaluator are present. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe actions the Educator should take to improve his/her performance.
 - (2nd) Identify support and/or resources the Educator may use in his/her improvement.
 - (3rd) State that the Educator is responsible for addressing the need for improvement.

C) Questions Regarding Observations

- i. In the case of an observation that raises questions or concerns, the evaluator and/or educator may request an in-person conference with the educator within 2 school days of the observation, provided both the Evaluator and Educator are present, by sending the educator a written or electronic note.

(a) Following this request, the educator and evaluator shall meet as soon as possible. The evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the meeting is held unless the educator is on leave or otherwise not present at school for such a meeting. Following the meeting, the evaluator shall have an additional 2 school days to enter the evidence and/or feedback from the observation/meeting into the Evidence Log. If the meeting allays the evaluator's concerns, he/she shall characterize the observation as such, consistent with the above paragraph.

(b) If the evaluator still has concerns after the face-to-face meeting, or if no such meeting occurs because the employee was not present in school, the evaluator shall characterize the observation as such and the evaluator shall clearly communicate his/her concerns to the educator in written feedback.

D) Process of Observation Notifications

- i. Observation forms should not be edited after the initial sharing, unless a conversation has occurred between both parties.
- ii. After edits have occurred, an email must be sent to the other party.
- iii. The administrator should sign the observation form after the second day should there be no request to discuss concerns and provided the teacher has been in the building. All parties must sign within five (5) days after final revisions.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their

observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than 10 school days 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) Every educator shall have the right to compile and present any additional evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator's Record of Evaluation. The primary evaluator shall acknowledge receipt of said contents with his/her signature. The evaluator's signature does not indicate agreement or disagreement with its contents. Additionally, following a Log entry made by an evaluator, the educator may use the Educator Response Form to submit comments and/or additional information he/she believes relevant to the evaluator's understanding of the evidence. Any comments or information added by the educator shall become part of the educator's Record of Evaluation, and the evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature. The evaluator's signature does not indicate agreement or disagreement with its contents.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- G) The Evaluator shall complete the Formative Assessment report, using the form provided in the Appendix, and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in person, or electronically, or to the educator's home in case of an extended absence.
- H) The Educator may reply in writing, using the Educator Response form, to the Formative Assessment report within 5 school days of receiving the report.

- I) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. A copy of the signed report is placed in the educator's personnel file.
 - J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - K) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report by June 1st in the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C) No less than 10 school days before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to

the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered in person, or electronically, or to the educator's home in case of extended absences.

- E) Every educator shall have the right to compile and present any additional evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator's Record of Evaluation. The primary evaluator shall acknowledge receipt of said contents with his/her signature. The evaluator's signature does not indicate agreement or disagreement with its contents. Additionally, following a Log entry made by an evaluator, the educator may use the Educator Response Form to submit comments and/or additional information he/she believes relevant to the evaluator's understanding of the evidence. Any comments or information added by the educator shall become part of the educator's Record of Evaluation, and the evaluator who collected and documented the evidence shall acknowledge receipt with his/her signature. The evaluator's signature does not indicate agreement or disagreement with its contents.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- G) The Educator may reply in writing, using the Educator Response form, to the Formative Evaluation report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. A copy of the signed report is placed in the educator's personnel file.
- I) As a result of the Formative Evaluation report, and following consultation with the educator, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

- A) For educators on one- or two-year Educator Plans that begin at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation report and deliver it to the educator. Either the educator or evaluator may request an in-person conference which, if requested, shall occur before the evaluator completes the Summative Evaluation report and delivers to the educator, provided that the educator is not on leave or otherwise not present in school.
- 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) In cases where the Superintendent serves as the primary evaluator, the Superintendent's decision on the rating shall not be subject to review.
- F) 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.
- G) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- H) No less than 20 school days before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in person, or electronically, or to the educator's home in case of an extended absence, no later than May 15th.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st provided that the educator is not on leave or otherwise not present in school. An Educator may request that a Union Representative attend the conference.
- L) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th provided that the Educator is not on leave or otherwise not present in school. An educator may request that a Union Representative attend the conference.
- M) 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.
- N) 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.
- O) The Educator shall have the right to respond in writing to the summative evaluation within 5 school days of receipt, which shall become part of the final Summative Evaluation report, using the Educator Response form.
- P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file, and a copy is provided to the educator.

15) Educator Plans - General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more

Performance Standards;

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) Within 15 school days of an educator receiving an overall rating of Needs Improvement, the designated Supervising Evaluator shall meet with the educator to obtain input from the educator for the Directed Growth Plan, provided that the educator is not on a leave or otherwise not present at school. The educator may request that a Union Representative attend this meeting and any subsequent meetings relating to the development, of a Directed Growth Plan.
- D) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
 - 1. A reasonable amount of time as determined by the Evaluator shall be provided to permit the educator to implement the plan and demonstrate proficiency. The Evaluator, the educator, and a Union Representative, if requested by the educator, shall discuss the plan length, which by regulation cannot exceed one school year.
- F) A rating on a particular standard and/or an overall rating may be upgraded or reduced through a Formative Assessment at any time during the plan period.
- G) 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.
- H) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

- B) An Improvement Plan shall be no fewer than 30 school days and no more than one school year, as determined by the evaluator. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities and/or professional development opportunities specific to the deficiencies noted in the improvement plan that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Primary Evaluator (see definitions). The Primary Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan and may consult with a contributing evaluator if any.
- 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 (professional development and/or other) and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within 15 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, if requested, to discuss the Improvement Plan. The Evaluator, with input from the Educator, providing the Educator submits his/her input before or during such meeting will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii. Describe the assistance that the district will make available to the Educator;
 - iii. Include the recommended actions and activities for improvement. The Primary/Supervising Evaluator shall prescribe the actions the educator needs to take to meet the performance goals;

- iv. 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)
 - v. Identify the individuals assigned to assist the Educator which must include minimally the Primary Evaluator. A Contributing Evaluator, if any; may also assist the educator; and,
 - vi. Include the signatures of the Educator, Supervising Evaluator and Principal if he/she is not the Supervising Evaluator.
 - vii. State the minimum amount of announced and unannounced observations that will take place during the plan period.
- 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. The educator shall sign his/her Improvement Plan within 2 school days of receipt and may include a written response using the Educator Response Form in Appendix D within 5 school days. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator and a copy of the signed plan shall be placed in the educator's personnel file. The evaluator shall also retain a copy of the plan.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of four decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self- Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

20. Timelines (Dates in parentheses are provided as guidance)

<u>Activity:</u>	<u>Completed By:</u> <u>(One Year Plan)</u>	<u>Completed By:</u> <u>(Two Year Plan)</u>
Superintendent, principal or designee meets with evaluators and educators to explain the evaluation process	Second Friday in September (September 12, 2025)	Second Friday in September (September 12, 2025)
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	First Friday in October (Oct. 3, 2025)	First Friday in October (Oct. 3, 2025)
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	Friday of Mid October (Oct. 17, 2025)	Friday of Mid October (Oct. 17, 2025)
Evaluator completes Educator Plans	First Friday in November (Nov. 7, 2025)	First Friday in November (Nov. 7, 2025)
Evaluator should complete first observation of each Educator	Mid November Friday (Nov. 14, 2025)	Anytime
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four weeks before Formative Assessment Report date established by Evaluator	First Friday in January not a holiday (January 9, 2026)	*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	First Friday in February (Feb. 6, 2026)	First Friday in June of 1st Year (June 5, 2026)
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	Second Friday in February (Feb. 11, 2026)	Second Friday in June of 1st year (June 12, 2026)
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	3rd Friday in April (April 17, 2026)	*
Evaluator completes Summative Evaluation Report	Second Friday of full week in May (May 15, 2026)	Second Friday of full week in May (May 15, 2026)
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	First Friday in June (June 5, 2025)	First Friday in June (June 5, 2025)
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Second Friday in June (June 12, 2025)	Second Friday in June (June 12, 2025)

Educator signs Summative Evaluation Report and adds response, if any within 5 schools of receipt	Second Friday in June (June 12, 2025)	Year 2
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A) Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

DESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation upon guidelines from DESE. Upon receiving this

model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- 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 Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

26. General Provisions

- A) Only licensed administrators, employed by the District or Union# 60 and who are trained under the new Evaluation system may serve as primary/supervising 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 extenuating circumstance where the behavior is egregious enough to warrant immediate and direct intervention. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the

Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The educator may bring Union Representative to the meeting.

- E) The parties agree to establish a joint labor-management evaluation team consisting of 3 members, chosen by the Superintendent and equal number of educators, chosen by the Union President, which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties to be bargained to the extent required by law.
- F) If an educator disagrees with any element of the approved Educator Plan, the educator may submit comments of that nature using the Educator Response Form to the Superintendent, copying the Union President if desired. The educator, Superintendent and Union President, if applicable, may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the Primary Evaluator, and ask him/her to revise the elements of the Educator Plan.
- G) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non - renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
- H) Notwithstanding any provision of this Appendix C to the contrary, the School Committee, Superintendent and the Educator shall retain all rights each has pursuant to M.G.L. Chapters 71 and 151B and nothing herein shall diminish such rights.
- I) The District and Union will collaborate to develop specialized evaluation forms specific to school counselors, nurses, and other non-general education positions that reflect the spirit of the general Teacher Form but are specific to the role. Both Parties must mutually agree on the final forms.

