

**AGREEMENT
BETWEEN THE
BRIDGEWATER-RAYNHAM REGIONAL
SCHOOL COMMITTEE**

**AND THE
BRIDGEWATER-RAYNHAM
EDUCATION ASSOCIATION**

September 1, 2017 - August 31, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	4
I	Recognition	4
II	Compensation and Other Conditions	5
III	Grievance Procedure	5
IV	Initial Placement on the Salary Schedule	8
V	Method of Payment of Salary	8
VI	Advancement on the Salary Schedule	9
VII	Course Reimbursement	11
VIII	Work Year, Workday and Work Assignments	11
IX	Class Size	14
X	School Assignments and Reassignments	15
XI	Vacancies and Transfers	16
XII	Promotions	19
XIII	Summer and Evening School Positions	19
XIV	Professional Days for In-service Attendance at Professional Conference	20
XV	Personnel Files and Just Cause	20
XVI	Evaluation of Professional Employees	21
XVII	Sick Leave Benefits	22
XVIII	Temporary Paid Leave of Absence	26
XIX	Extended Leaves of Absence	28
XX	Sabbatical Leave	32
XXI	Facilities for Professional Employees	34
XXII	Use of School Facilities	35
XXIV	Protection	35
XXIV	Reduction in Force	36
XXV	Insurance Benefits	40
XXVI	Payroll Deductions	41
XXVII	General Provisions	43

XXVIII	Early Retirement Incentive, Resignation Notice and Retirement Notice	44
XXIX	Longevity	46
XXX	Duration	47
Appendix A	Salary Schedules	49
Appendix B	Extra Curricular Salary Schedule	53
Appendix C	Coaches Salary Schedule	54
Appendix D	Specialists' Differential	55
Appendix E	Bridgewater-Raynham Employee Letter	56
Appendix F	Bridgewater-Raynham Superintendent's Letter	57
Appendix G	SLP Workload Review	58
Appendix H	Educator Evaluation	59

AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Agreement is made by and between the Bridgewater-Raynham Regional School Committee and the Bridgewater-Raynham Education Association.

ARTICLE I RECOGNITION

A. Recognition

1. For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent for all full-time and regular part-time professional employees including but not limited to Classroom Teachers, Counselors, Guidance Counselors, School Adjustment Counselors, Media Specialists/Librarians, School Psychologists, Therapists/Teachers, Coordinator of Music, Coordinator of Instructional Media Services, Department Chairs, Director of Alternative High School, Assistant Athletic Director, Title I Teachers, Tutors of the Learning Disabled, Tutors, Nurses, Athletic Director and Technology Curriculum Integration Specialist.

This excludes the Superintendent of Schools, Assistant Superintendent of Schools, Headmaster, Assistant Headmaster, Principals, Assistant Principals, Curriculum Grants Director, Director of Pupil Personnel, Director of Guidance 7-12, Instructional Leader for Special Needs, Dean of Students, Instructional Leaders, Technology Specialist, Proctors Pre-K-12*, and all nonprofessional employees of the Committee.

*The Proctors shall perform only those functions which they have performed in the past. When the Proctors are utilized to cover classes to provide the required preparation time for teachers, the Proctors shall be responsible for meaningful work; that is, teachers will not be required to prepare a lesson for the Proctors.

NOTE: In the event that the Curriculum Specialist position is funded, the Committee and the Association shall meet to address the issue of unit placement.

2. Unless another employee organization shall have been designated as the exclusive representative of the professional employees, the Committee agrees that so long as this Agreement shall continue in effect, it will not recognize any organization other than the Association as the representative of the professional employees for the purposes of collective bargaining.

B. Definitions and Coverage

1. The term "Professional Employee" as used in this Agreement, unless otherwise specified, refers to all members of the bargaining unit.

2. The term "Association" as used in this Agreement refers to the Bridgewater-Raynham Education Association, an affiliate of the MTA/NEA.
3. The term "Committee" as used in the Agreement refers to the Bridgewater-Raynham Regional School Committee.
4. Regular part-time Professional Employees shall include those employees who work a regular tour of duty each work week which is less than that worked by full-time employees.
5. Any Coach, Club/Activity Advisor or home tutor who does not also hold one of the titles listed in Section A above shall be covered by this Agreement solely for the purpose of wages as set forth in Appendices B and C.
6. All coaching and extra-curricular positions shall be posted annually. In the event that there are applicants for a position from within and from outside the bargaining unit and the qualifications of the applicants are equal, a bargaining unit member will be appointed to the position.

ARTICLE II COMPENSATION AND OTHER CONDITIONS

Subject to the provisions of this Agreement, and except as otherwise provided in the Appendices attached hereto and made a part hereof, the wages, hours and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as a complaint by a professional employee, group of professional employees or the Association that as to the complainant there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. The "grievant" may be either an individual professional employee, a group of professional employees or the Association.
3. "Days" shall mean school days, except during the summer recess when "days" shall mean when the Superintendent's office is open.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise under this

Agreement affecting the working conditions of Professional Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Representation

1. Nothing herein shall be construed as limiting the right of any Professional Employee having a grievance from presenting a grievance without representation by the Association; however, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. Further, the Association shall have the right to be present and be heard at each level of the procedure.
2. The grievant may be represented at all steps of the grievance procedure by representatives of the BRE/MTA/NEA.

D. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Grievances not initially presented or processed throughout the levels of this procedure in accordance with the time limits set forth herein, shall be deemed to have been waived. A dispute as to whether a grievance has been waived will be subject to Arbitration pursuant to Level IV.

Level One: The grievant shall present the grievance, in writing, to the appropriate Principal or immediate supervisor within thirty (30) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it.

Should the grievance involve a decision of the Superintendent of Schools or School Committee, it may be commenced at Level Two of this procedure within thirty (30) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it.

Note: Prior to submitting a grievance in writing, the grievant, either alone or with the Association, is encouraged to meet with the appropriate supervisor to discuss informally the issues surrounding the complaint in an effort to resolve the problem. No informal resolution can be inconsistent with the terms of the Agreement.

Level Two: If at the end of ten (10) school days next following such presentation, the grievance shall not have been disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days thereafter, submit the grievance to the Superintendent who shall, within ten (10) school days thereafter, meet with the grievant in an effort to settle the grievance.

Level Three: If at the end of ten (10) school days next following such meeting with the Superintendent, the grievance shall not have been disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days thereafter, submit the grievance to the School Committee and, within ten (10) school days thereafter, the Committee shall meet with the grievant in an effort to settle the grievance.

Level Four: If at the end of ten (10) school days next following such meeting with the School Committee, the grievance shall not have been disposed of to the satisfaction of the Association, the Association may, within ten (10) school days thereafter, file a Demand for Arbitration with the American Arbitration Association. Said Demand will also be served upon the School Committee within this ten (10) day period. The parties agree to abide by the Voluntary Labor Arbitration Rules of the American Arbitration Association for the disposition of the grievance. The Arbitrator's Award shall be final and binding upon the Committee, the Association, and the Grievant. The Arbitrator's decision will set forth, in writing, findings of fact, reasoning, and the conclusions on the issues submitted by the parties. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates or would alter, add to, detract from or modify the terms of this Agreement. The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the Committee and the Association; but each party shall bear its own expenses for the presentation of its case.

E. Miscellaneous

1. If in the judgment of the Association a grievance affects a group or class of Professional Employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two in accordance with the time limits set forth in Level One. The Association may process such a grievance through all levels of the grievance procedure even if the grievant does not wish to do so.
2. All grievances shall be in writing and shall specify the nature of the grievance, article or articles violated and remedy sought. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, shall set forth the decision and the reasons therefore and shall be transmitted promptly to the grievant and the Association.
3. No written communication nor other document or record relating to a grievance shall be filed in the personnel file of any grievant except as may be required to implement the disposition thereof.
4. No reprisals of any kind will be taken by the Committee, the Administration or

the Association against any participant in the grievance procedure by reason of such participation.

5. Attendance by the grievant and the Association representatives at grievance meetings held during the school day shall constitute authorized absence without loss of pay.
6. The Committee will make available to the grievant and the Association such documents and data as the Committee may possess which are relevant to the grievance and which are public records.
7. Dismissals shall be processed in accordance with M.G.L. Chapter 71, Section 42, as amended, and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**ARTICLE IV
INITIAL PLACEMENT ON THE SALARY SCHEDULE**

- A. Upon initial employment in the bargaining unit, Professional Employees will be placed on the salary schedule at a step based on credit for previous employment as follows:
 1. One year of credit for each year of full-time public school professional employment after receiving a certificate pursuant to M.G.L. Chapter 71, Section 38G.
 2. One half (1/2) year of credit for each year of prior professional employment outside of the bargaining unit, but within the system, up to a maximum of three (3) years, as a certified employee in the position of proctor and/or tutor.
 3. Credit for prior professional employment, other than that provided for in Sections one (1) and two (2) above, may be given at the discretion of the Superintendent.
 4. Credit for prior employment shall be cumulative, but shall not exceed the maximum step of the applicable schedule.
 5. To be eligible for credit for prior employment, service must have been performed after the Professional Employee earned a Bachelor's Degree from an accredited institution.

**ARTICLE V
METHOD OF PAYMENT OF SALARY**

A. Payment of Salary

1. The compensation of all Professional Employees will be paid on a bi-weekly basis. There will be twenty-six (26) equal installments to be paid, on Thursdays,

following the District's payroll schedule for twelve (12) months employees through the close of school in June, and a lump sum payment equal to 5/26 of the employee's salary to be paid no later than the last day of the work year.

2. All bargaining unit members shall be required to participate in direct deposit.

B. Salary Adjustments

1. The daily rate of compensation for each Professional Employee for the purpose of determining the deductions to be made in his/her compensation for each day in a non-pay status, and for determining the amount of compensation to be paid to a Professional Employee who leaves the employee of the Committee prior to the end of the school year, shall be equal to his/her annual rate of compensation divided by the number of workdays in the work year.
2. Professional Employees who agree to assignments calling for the performance of duties beyond the regular workday and/or work year shall be compensated for such additional assignments at the hourly rate of \$40.00.
3. Regular part-time Professional Employees shall be compensated and receive benefits on a *pro rata* basis on the respective percentage of time worked.

C. Distribution of Paychecks

1. The Committee agrees to the direct deposit of paychecks into any financial institution so designated, in writing, by the employee, provided that the institution is a member of the New England Automated Clearing House.

**ARTICLE VI
ADVANCEMENT ON THE SALARY SCHEDULE**

A. Credit Acceptance

In determining the schedule to apply to a particular Professional Employee upon initial employment or upon transfer to a column requiring greater academic qualifications, the Committee shall:

1. accept a Bachelor's, Master's or Doctorate Degree earned from an accredited institution;
2. accept graduate credits earned in areas in which the Department of Elementary and Secondary Education issues certificates or courses deemed acceptable by the Superintendent will be allowed for column movement;
3. credits to be applied for column movement beyond the Master's column need not be within a degree program;

4. Graduate level courses can only be used to satisfy one (1) graduate degree.

B. Lateral Advancement

Employees eligible for lateral movement shall be advanced on the salary schedule as follows:

Said advancement shall be effective on September 1 of each school year, provided that a Professional Employee who anticipates qualifying for such advancement shall notify the Superintendent, in writing, to this effect by November 30th of the school year prior to such advancement. In order to be eligible for the change, a Professional Employee must submit a grade report of achievement issued by the accredited institution of the required academic qualifications to the Superintendent on or before September 1.

C. Increment Step Increases

1. The granting of vertical increment increases on the salary schedule is not an automatic feature of a Professional Employee's employment. Increments are earned by the Professional Employee both by performance in the classroom and as a result of professional self-improvement.
2. Therefore, increment increases will continue to be incumbent upon satisfactory performance and professional self-improvement. Salary increments may be withheld, however, when sufficient cause exists to warrant such action. No increment will be withheld unless prior written notification has been forthcoming to that Professional Employee from the Office of the Superintendent of Schools. Any time factor involved in such notice of increment withholding will, in all instances, be sufficient for the Professional Employee, if he/she so desires, to take action that might allow him/her to prevent such a withholding.
3. Prior to obtaining Professional Teacher Status, teachers will receive the negotiated increase only; that is, they will not advance a step on the salary schedule until they obtain Professional Teacher Status. Upon obtaining Professional Teacher Status, the teachers shall advance to the step which appropriately reflects their years of teaching in accordance with Article IV, Initial Placement on the Salary Schedule.

This provision will be applicable to teachers hired after the ratification of this 2017 – 2020 Memorandum of Agreement.

D. Years of Service

Employment continuing over more than 92 days in any one academic year shall constitute a year of service within the system for purposes of vertical movement on the salary schedule.

**ARTICLE VII
COURSE REIMBURSEMENT**

A. Reimbursement for Tuition and Fees.

The Committee shall reimburse Professional Employees with Professional Teacher Status for the cost of tuition and fees up to \$800.00 per employee per fiscal year for graduate level courses. Said courses must be taken at an accredited institution and approved in advance by the Superintendent. Reimbursement for courses shall be paid upon submission of evidence of successful completion of the course, together with evidence of expenditure for tuition and fees. Paperwork for prior approval of a course must be submitted to the Superintendent's Office and will be approved within 15 business days with exceptions for extenuating circumstances. Paperwork will consist of one of the following: official grade – letter from registrar, printed off line – with proof of payment (canceled check, credit card with numbers crossed out, receipt from accredited institution). Evidence of expenditure shall be the receipt from the appropriate institution. Proof of the satisfactory completion of the course and all of the paperwork must be submitted to the Superintendent's office by June 30th and payment will be made within 15 working days.

**ARTICLE VIII
WORK YEAR, WORKDAY AND WORK ASSIGNMENTS**

A. Work Year

1. The work year of Professional Employees shall not exceed one hundred and eighty-four (184) days and shall begin no earlier than the Monday prior to Labor Day, in which case the Friday before Labor Day will be a non-work day, and terminate no later than June 30th. In addition to the above, first year employees shall work up to three (3) days prior to the start of the work year for the purposes of orientation.
2. The work year shall consist of one hundred eighty (180) student days, plus four (4) days without students in attendance which shall consist of one (1) day for the opening of school, and three (3) professional development days. The day before Thanksgiving, the last work day before the winter recess and the last day of the school year shall be a half (1/2) day of school.
3. The work year shall be designed so as to maintain the traditional holidays and vacation periods. It is agreed that, if any change in the traditional vacation periods is contemplated during the term of this Agreement, the Committee and the Association shall meet in an effort to arrive at a mutually agreeable alternative to the traditional vacation periods.

B. Workday

1. Except as is otherwise provided in this Article, the workday for Professional

Employees shall be no longer than six hours and fifty minutes (6 hrs. 50 mins.). On Friday, the workday shall end five (5) minutes after the end of the student day. The workday shall begin no earlier than 7:20 A.M. and shall end no later than 3:45 P.M.

2. The workday for School Psychologists, Adjustment Counselors, Guidance Counselors (all levels), and Department Chairs at the High School shall be seven hours and fifteen minutes (7 hrs. 15 min.) on Monday through Thursday and on Friday the workday will end five (5) minutes after the end of the student day. The stipend for additional time for these classifications is set forth in Appendix D.

Commented [MG1]: SAC's have received the stipend since 2008

3. In addition to the regular workday provided in Sections B 1 & 2 above, and subject to Section 6 below, Professional Employees in Grades PreK-4 may be required to remain for up to one (1) hour after the regular workday, on Monday through Thursday, for not more than three (3) days per month for Staff Meetings.

Commented [MG2]: Pre-K teachers were never added to work day when preschool was created

4. In addition to the regular workday provided in Sections B 1 & 2 above, and subject to Section 6 below, Professional Employees in Grades 5-8 may be required to remain for up to one (1) hour after the regular workday, on Monday through Thursday, for not more than two (2) days per month for Staff Meetings.

Professional Employees in Grades 5-8 shall also be expected to schedule one day per week, Monday through Thursday, for thirty-five (35) minutes, for the purpose of giving individual help and for parent conferences.

5. In additions to the regular workday provided for in Sections B 1&2 above, and subject to Section 6 below, Professional Employees in Grades 9-12 may be required to remain for up to thirty-five (35) minutes after the regular workday on one (1) day per week, Monday – Thursday, for Department meetings. Staff meetings may be scheduled in lieu of Department meetings in a given week. Staff meetings shall begin five (5) minutes after student dismissal and shall not Exceed an hour in length.

Professional Employees in Grades 9-12 shall also be expected to schedule one day per week, Monday through Thursday, for thirty-five (35) minutes for extra help and for parent conferences.

6. At all levels, Staff Meetings, Department meetings and Administrative meetings shall not be scheduled during the weeks of parent conferences/open houses or on the day before a holiday or vacation period, except in the case of an emergency. In addition, at all levels, Staff meetings, Department meetings and Administrative meetings shall not be scheduled on the day of release days.

Except in the case of an emergency, Professional Employees will receive at least ten (10) calendar days' written notice, with an agenda, at least five (5) calendar days in advance, of all Staff meetings and release days.

7. At Grades Pre-K-4, there shall be four (4) evenings per year for parent/teacher conferences not to exceed two and one-half (2 1/2) hours per evening session. The evening conferences will be scheduled on different evenings by level. Two (2) conferences shall be scheduled in the fall and two (2) conferences shall be scheduled in the spring.

At Grades 5-12, there shall be three (3) evenings per year for parent/teacher conferences not to exceed two and one-half (2 1/2) hours per evening session. Two (2) conferences shall be scheduled in the fall and one (1) shall be scheduled in the spring. The spring conference at the High School will be scheduled prior to the third term progress reports.

Grades Pre-K-8 will also have a half-day for spring conferences.

No parent/teacher conferences/open house shall be scheduled on consecutive evenings or an evening preceding a non-working day. An administrator will be on site for the length of conferences and open house.

In addition, there shall be one (1) evening per year, scheduled for an open house, not to exceed two (2) hours' duration at the middle schools and the High School and one and one-half (1.5) hours at the elementary and intermediate schools.

8. Effective September 1, 2011, Employees will not be required to or be responsible for the collection of funds from students for field trips or other student financial obligations to their schools.

C. Work Load

1. Faculty at the high school and middle schools will be guaranteed a duty-free twenty-five (25) minute lunch period and faculty at the grades K to 4 levels will be guaranteed a thirty (30) minute lunch period. Each scheduled duty-free lunch period shall begin no earlier than the commencement of the first pupil lunch period and shall end no later than the end of the last pupil lunch period. Professional Employees may leave the building during their duty-free lunch period by arrangement with the Principal of the school to which they are assigned if it is consistent with safety and order.
2. Effective upon ratification of this Agreement, all teachers will be guaranteed a daily minimum of fifty (50) consecutive minutes of preparation time. Teachers in pre-kindergarten and Kindergarten will be released from duties between the two (2) sessions for those purposes. In addition, Grades 5 through 8 will have a minimum of two (2) common planning periods per week and will teach no more than five (5) periods per day. (The Association recognizes that size and structure of the Middle School teams will vary). Said preparation period shall be in addition to the duty-free lunch period and shall be free from scheduled supervisory or teaching duties; however, it may be necessary to include some travel time as a part of the preparation time.

3. Bus and recess duty and lunchroom supervision shall be equitably distributed among all members of the bargaining unit by building or house. Every effort will also be made by the building administrator to rotate said duties on an annual basis. This does not preclude a Professional Employee from volunteering for a specific duty. This schedule of duties shall be posted in each building.
4. a. Professional Employees in Grades 9-12 shall not be required to teach more than twenty-five (25) periods per week. During Academic Support Block (ASB), teachers will continue to assist students at times mutually agreeable to the teacher and student.
5. Any Professional Employee who is certified and who agrees to teach the class of an absent teacher, in his/her area of certification, will be paid \$40.00 per class.
6. Professional Employees in Grades 9-12 will be assigned only to duties inside the school building. It is understood that all Professional Employees who observe inappropriate student behavior on school grounds are responsible to take reasonable, appropriate action.
7. Participation by Professional Employees in extracurricular activities and attendance by employees at meetings and conferences related to school matters is desirable in the promotion of good public education. Participation or attendance by any teacher, however, in an activity or any meeting other than as may be specifically required by this Agreement, shall be at the option of each Professional Employee in the exercise of the employee's professional judgment and shall not be referenced negatively in the evaluation of members of the bargaining unit.

D. Student Information System (SIS)

Effective upon ratification, Grades Pre-K-4 will be required to use the student information system (SIS).

Effective upon ratification, Grades 5-12 will be required to use the SIS as follows:

- Post grades at least once per month;
- Post homework policies and procedures; and
- Post special events when appropriate.

Effective September 1, 2015, Grades Pre-K-4 will be required to use the SIS by posting curriculum-related content at least once per month.

**ARTICLE IX
CLASS SIZE**

Whenever possible, class size will be regulated by the appropriate mandate of the State

Department of Education. Large group instruction classes must include built-in safeguards to ensure individualized attention (*e.g.*, paraprofessionals, small group discussion).

The Committee supports philosophically the concept of equitable distribution of students per staff as is appropriate for programs and grade levels.

ARTICLE X SCHOOL ASSIGNMENTS AND REASSIGNMENTS

A. Notification of Assignments

All Professional Employees will be notified of their programs for the coming school year, including schools, the specific grades and/or subjects that they will teach, and any special or unusual classes that they will have, not later than the last day of the work year, to the extent possible. In addition, every effort will be made to notify Professional Employees of room assignments by said date. In the event of a change in assignment after notification, such change will be given to all Professional Employees affected as soon as possible. To the extent possible, changes in grade and/or subject assignment will be voluntary.

B. Certification

In order to assure that pupils are taught by Professional Employees working within their area of competence, Professional Employees will not be assigned, except temporarily and not arbitrarily, to subjects and/or grades or other classes outside the scope of their teaching certificates, provided that this paragraph shall not operate to prevent the assignment of a Professional Employee having "professional teacher status" to a subject or grade outside the employee's field of study or, subject to law, certificate when necessary to provide an assignment for such Professional Employees.

C. Travel Reimbursement

1. Inter-School Travel

In arranging schedules for Professional Employees who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such Professional Employees will be notified of any changes in their schedules as soon as practicable. Professional Employees, who are assigned to more than one school in any one school day, will be reimbursed at the mileage rate as determined by the Department of Elementary and Secondary Education for all interschool driving required, as measured by the Superintendent, on the basis of the Professional Employees' assigned schedule. Reimbursement shall be electronically submitted on a monthly basis by the last day of the month after travel with payment remitted the month following submission of the reimbursement. For travel in June, reimbursement shall be electronically submitted by the 30th with payment remitted the following month.

2. Reimbursement for Travel Away from School

Professional Employees, who are required by the administration to attend conferences, meetings, or other job-related travel away from their assigned school building, shall be reimbursed at the mileage rate in effect for reimbursement as determined by the Department of Elementary and Secondary Education. Reimbursement shall be electronically submitted by the last day of the month after travel with payment remitted the month following submission. For travel in June, reimbursement shall be submitted by the 30th with payment remitted the following month.

3. Transporting Students

Professional Employees shall not be required to transport students.

D. No Discrimination

All assignments and transfers will be made without regard to the race, color, creed, sex, religion, sexual orientation, age, national origin or marital status of the teacher, except where such factors, or one or more of them, constitute a *bona fide* occupational qualification.

**ARTICLE XI
VACANCIES & TRANSFERS**

A. Vacancies

1. Definition

The term "vacancy" shall be defined as follows:

- a. A newly created bargaining unit position including positions not in existence or at that grade level in the school year immediately preceding the school year during which the position will exist.
- b. A bargaining unit position vacated by a member of the bargaining unit by reason of resignation, death, retirement, dismissal, transfer or leave of absence for six (6) or more consecutive months.
- c. A bargaining unit position in athletics or advisorships as set forth in the appendices.
- d. A bargaining unit position to which a Professional Employee has recall rights shall not be considered a vacancy. In other words, recall takes precedence over requests for transfers.

- e. The School Committee specifically retains its legal right not to fill a vacancy.
- f. It is understood that athletic and extracurricular positions are one (1) year appointments and will be posted in June of each school year.

2. Postings of Vacancies

- a. Notices of vacancies shall state the qualifications for the position, the job responsibilities, the rate of compensation if it is an hourly rate or if the rate is in accordance with the Collective Bargaining Agreement, location and the date by which any applicant must file an application with the Superintendent's Office. Vacancies that occur during the school year will be posted on the School District's approved vendor website for advertising new positions. Notifications of new postings will be sent via District-wide email with a link to the School District's website to view the job postings. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes.

- b. Vacancies shall be posted for at least ten (10) school days before applications close. Action on said applications will be made not later than sixty (60) days after the notice is posted in the schools. Notwithstanding the above, the parties agree that in cases of emergency, positions need not be posted for ten (10) school days. For purposes of this Article only, emergency situations shall be defined as position vacancies which become vacated within ten (10) business days of the start of the school year, or position vacancies which become vacated during the one hundred and eighty-four (184) day work year.

If said positions are to be filled immediately, then the emergency exists. If the position is not to be filled until the next school year, then no emergency exists and the position will be posted as per this Article.

- c. Notices of vacancies occurring between the end of one school year and the beginning of the next school year will be posted on the School District's approved vendor website for advertising open positions. Notifications of new postings will be sent via District wide e-mail with a link to the School District's website to view job postings. Copies will also be sent via regular mail by the Superintendent to all Professional Employees who provide self-addressed stamped envelopes and a list of their areas of interest.

3. Filling of Positions

- a. All qualified Professional Employees currently employed within the system will be given an opportunity to make application for such

- positions.
- b. Nothing in this Agreement shall prevent the Employer from making acting appointments until positions can be filled with permanent appointments. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the position.
 - c. Appointments will be made without regard to race, color, creed, sex, age, religion, sexual orientation, national origin or marital status. The Committee may award any vacancy to those who have given notice of a desire to transfer.
 - d. Any Professional Employee who has applied for a vacancy or promotion shall receive written notification as soon as possible as to the filling of the vacancy or promotion.

B. Transfers - Intra-School and Building Transfers

1. Involuntary Transfers

When involuntary transfers are necessary, a Professional Employee's area of certification, quality of performance and length of service in the system, as evidenced from the seniority list, will be considered. An involuntary transfer will be made only to a comparable position, and only after a meeting between the Professional Employee and the Superintendent, at which time the Professional Employee will be given the reasons for the transfer. The employee may have an Association representative present at such meeting. In the event that the Professional Employee objects to the transfer at the meeting, the employee may initiate a grievance at Level III of Article III, D only as to the issue of whether the transfer has been made in violation of the provisions of this paragraph. A professional employee who has been involuntarily transferred as the result of the elimination of his/her position shall have the right to the former position if it is restored within two (2) years.

2. Discipline

Notwithstanding the last sentence in Section 1 above, no Professional Employee shall be involuntarily transferred for disciplinary reasons.

3. Right to Return

Notwithstanding any other sections of this Article, a Professional Employee who has been involuntarily transferred shall have the right to return to his/her former position if an opening occurs in said position unless the exercise of this right shall act so as to cause the layoff of a member of the bargaining unit or interfere with the recall of the employee.

**ARTICLE XII
PROMOTIONS**

A. Definition

For purposes of this Article, a "promotional position" is defined as any position outside of the bargaining unit on the administrative level.

B. Postings of Vacancies

1. Notices of promotional vacancies occurring during the school year will be posted on the School District's approved vendor website for advertising open positions. Notifications of promotional vacancies will be sent via District-wide e-mail with a link to the School District's website to view the job postings. All postings shall state the qualifications for the position, the job responsibilities, the rate of compensation if it is an hourly rate or if the rate is in accordance with the Collective Bargaining Agreement, location and the date by which any applicant must file a written application with the Superintendent's Office.
2. Vacancies shall be posted for at least ten (10) school days before applications close.
3. Notices of promotional vacancies occurring between the end of the school year and the beginning of the next school year will be posted on the School District's approved vendor website for advertising open positions. Notifications of promotional vacancies will be sent via District-wide email with a link to the School District's website to view the job postings. Copies will also be sent via regular mail by the Superintendent to all Professional Employees who provide self-addressed stamped envelopes and a list of their areas of interest.
4. Appointments will be made without regard to race, color, creed, sex, religion, age, sexual orientation, national origin or marital status.
4. Each Professional Employee applicant who was interviewed, and not selected, will receive a written notification of the action taken. Normally, actions on said application will be made not later than sixty (60) calendar days of the date on which the vacancy occurred.

**ARTICLE XIII
SUMMER AND EVENING SCHOOL POSITIONS**

A. Notice

Notice of all openings for summer school and evening school positions (if any) will be given by posting on the School District's approved vendor website for advertising new positions as early as possible, but not later than May 1, as to summer school positions which have then been determined, and not later than June 1 for evening school positions

which have then been determined, but in no event no later than three (3) weeks prior to the start of the course.

B. Appointment

1. In filling summer and evening school positions, consideration will be given to an applicant's area of certification, previous experience in the school or program in question and length of service in the system as evidenced by the seniority list. Preference in appointment will be given to Professional Employees of the District. Among Professional Employees as to whom factors other than length of service in the Bridgewater-Raynham school system are substantially equal, the Director of the Program will make the appointment.
2. Professional Employees who have then been appointed will be so notified within two (2) weeks before the beginning of the program.

**ARTICLE XIV
PROFESSIONAL DAYS FOR INSERVICE
ATTENDANCE AT PROFESSIONAL CONFERENCES**

Professional Employees, with the approval of the Superintendent, will be allowed to attend conferences/activities of an educational nature.

**ARTICLE XV
PERSONNEL FILES AND JUST CAUSE**

A. Personnel Files

1. Professional Employees will have the right to review the contents of their personnel file, folders and records and to make copies of the contents of said files and to have a representative of the Association present for said review.
2. No materials derogatory to the conduct, service, character or personality of any Professional Employee will be placed in his/her personnel file unless the Professional Employee has had an opportunity to review the material. The Professional Employee will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Professional Employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

B. Complaints

Any complaints regarding a Professional Employee made to any member of the Committee or coming to the Superintendent or the building principal from any parent, student or other person will be called first to the attention of the Professional Employee.

Unsigned or anonymous complaints shall be disregarded and/or destroyed.

C. Discipline

The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding a Professional Employee for delinquency of professional performance. If a Professional Employee is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. All disciplining or reprimanding shall take place in private. In the event that an employee requests that a representative of the Association be present when an investigation is being conducted, there shall be no discussion regarding the merits of the investigation.

D. Just Cause

No Professional Employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Superintendent by Statute, with respect to a decision not to renew employees without professional teacher status.

**ARTICLE XVI
EVALUATION OF PROFESSIONAL EMPLOYEES**

A. Procedures

1. All monitoring or observation of the work performance of a Professional Employee will be conducted openly and with the full knowledge of the Professional Employee. No public address or audio system or other device permitting monitoring or observations of work performance shall be employed for the purpose of evaluation.
2. Performance shall be evaluated in light of all evidence pertinent to the discharge of the professional responsibilities of the employee.
3. Department Chairs shall only be qualified to observe and report on content which falls within their area of certification. Teachers in a Department may opt out of having their Department Chair observe them in which case the Administration will conduct all observations. Teachers who choose to opt out shall inform the building Principal, annually, of their choice to opt out, prior to the commencement of the evaluation cycle for that year.
4. Professional employees may petition the Superintendent and may be granted an alternate evaluator mutually acceptable to the parties.

B. Evaluation System

Professional employees will be evaluated in accordance with the negotiated Teacher

Evaluation document which is attached hereto as Appendix .G.

ARTICLE XVII
SICK LEAVE BENEFITS

A. Sick Leave

1. Number of Sick Days and Accrual

Disability leave with full pay up to fifteen (15) working days in each school year will be granted to a Professional Employee while he/she is serving as a full-time Professional Employee of the District, accruable up to one hundred eighty-five (185) days. Part-time Professional Employees will accrue sick leave on a *pro rata* basis up to a maximum accumulation of one hundred eighty-five (185) days. Said sick leave days shall accrue at the rate of 1½ days for each month of the work year.

A teacher who has accrued the maximum of 185 sick days shall be granted fifteen (15) days sick leave at the beginning of the school year and may use those days prior to using the 185 sick leave days accumulated. If, at the end of the school year, the teacher has not used more than fifteen (15) sick leave days, his/her accumulation shall return to 185 sick leave days. If, at the end of the school year, the teacher has used more than fifteen (15) sick leave days, his/her accumulation shall reflect the number of sick leave days below 185 that remain for that teacher.

2. First-Year Employees

Notwithstanding Section A1 above, each first-year teacher will be credited with six (6) days of sick leave effective after the first day of actual service during his/her first teaching year. (This represents the accruable days for September through December of that first year.) For the remainder of the first year, said first-year employees will accrue sick leave at the rate of 1½ days per month to a maximum of fifteen (15) days.

3. Sick Leave Grant

A Professional Employee with professional teacher status who may have used up all of his/her accrued sick leave during a given year, may be granted fifteen (15) days sick leave when he/she reports for duty on the first day of school of the next school year, upon petition to the Superintendent, subject to the approval of the Committee. An additional fifteen (15) days may accrue as heretofore provided.

4. Notification

In order to qualify for sick leave benefits, a Professional Employee must be sick

or incapacitated and must notify his/her Principal by the previous evening or no later than 6:30 A.M., if possible, on the day of the absence of his/her condition, with an estimate as to how long he/she will be absent from his/her position.

5. Medical Certificate

A Doctor's certificate stating the nature and continuance of the disability shall be required for any absence of more than five (5) consecutive school days or if the Superintendent has good reason to believe that an employee's sick leave usage demonstrates a pattern of sick leave abuse.

6. Sick Leave Usage

Sick leave will be granted to Professional Employees under the following conditions:

- a. When the Professional Employee is incapacitated from performing his/her duties by sickness or injury;
- b. When exposure to Fifth's Disease will cause an employee or the employee's unborn child a serious and substantial health hazard; and
- c. In the case of illness of a husband, wife, child, parent of the employee or person living in the immediate household of the employee.

7. Annual Attendance Incentive

At the end of each school year, members who have not used any sick leave days or personal leave days will receive a payment of seven hundred-fifty dollars (\$750.00).

8. Death Benefit

If a teacher should die while employed by the District, the Committee shall pay the teacher's accumulated sick leave to the teacher's estate in a lump sum or in 24 equal monthly installments as the estate shall so designate.

Commented [MG3]: Remove this because of AESOP – real time balances available 24/7.

B. Sick Leave Bank

1. Purpose

A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to make a full recovery from extended illness.

2. Membership

Professional Employees will contribute two (2) days of their accumulated sick

leave to the bank.

3. Administration of the Bank

- a. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee to serve and two (2) members designated by the Association.
- b. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself.

4. Eligibility Requirements for Joining the Bank

Qualified members of the Sick Leave Bank shall be limited to Professional Employees covered by this Agreement who have accumulated at least thirteen (13) days to gain initial entry into the Bank.

5. Application for Benefits

- a. Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by medical evidence of illness, submitted by certification, by a state-certified Medical Doctor, state-certified Chiropractor or a state-certified practicing medical specialist affiliated with a Medical Doctor. A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee.
- b. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted, adequate medical evidence has been provided, and the Sick Leave Bank Committee has approved the days; and in no event, unless the illness has exceeded ten (10) consecutive school days. Under unusual circumstances, the Association may submit a written request on behalf of an eligible employee.

6. Granting of Days

- a. The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) days.
- b. Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. It should be understood that it is not automatic that an employee will be covered for the entire illness.
- c. Notwithstanding Sections 6 a. and b. above, Professional Employees who

have not acquired professional teacher status will only be able to draw upon the Bank to the extent of the number of sick days they have accrued as of the onset of the illness. The Sick Leave Bank Committee must approve the grant of sick days.

- d. Days will not be granted to permit an individual to stay home to care for other members of the family.
- e. Days granted but not used by the applicant will be returned to the Bank.

7. General Criteria

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a. medical evidence of serious illness;
- b. prior utilization of eligible sick leave; and
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

8. Return to Employment

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

9. Funding

- a. The unused days in the Sick Leave Bank shall be carried over from the current contract to successor contracts.
- b. In the event the Sick Leave Bank goes below fifty (50) days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit into the Bank.
- c. When an employee returns after using the Bank, he/she shall be required to deposit two (2) days into the Bank at the start of the next school year.
- d. Members of the bargaining unit may donate up to two (2) unused sick days to the Sick Leave Bank upon retirement. Members who wish to donate sick days must notify the Superintendent, in writing, at least thirty (30) school days prior to his/her retirement date.

C. Workers Compensation

- 1. Whenever a Professional Employee is absent from school as a result of personal

injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workers Compensation award made for temporary disability due to said injury) for the period of such absence and the employee will lose that percentage of what the Committee pays in sick days. For example, if Workers Compensation pays 60% of a day's pay and the Committee pays the remaining 40%, the employee will lose 40% of a sick day.

2. Notwithstanding the above, in cases where an employee is injured as a result of an assault while in the course of his/her employment, the employee shall be paid full salary and shall not suffer any loss of sick leave days for the first fifteen (15) days of said absence.

ARTICLE XVIII TEMPORARY PAID LEAVES OF ABSENCE

A. Personal Leave

Professional Employees shall be granted up to three (3) days of personal leave annually for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours and are matters of hardship or other pressing need and not merely personal convenience. Said personal leave day(s) will be granted without any requirement on the part of the teacher to give a reason for taking said day(s). Personal leave days may not be taken to extend a holiday or vacation period. Notwithstanding the foregoing, the use of a personal leave day immediately before or after a holiday or vacation period will not be denied in cases of emergency. At the end of each school year, any unused personal days shall be converted to accumulated sick days.

During the months of May and June, on Mondays and Fridays, no more than thirteen (13) members may take a personal leave day on the same day. If the cap has been met and a member needs the use of a personal leave day on a Monday or Friday during the months of May and June, the member may speak with the Superintendent of Schools and/or designee to explain the need for the personal day and the Superintendent/designee, in his/her sole discretion, may waive the cap for that member.

B. Bereavement Leave

1. Upon the death of a Professional Employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandparent, grandchild or member of the immediate household of the employee, said employee will be granted five (5) days' leave with pay.
2. Professional Employees may be granted one (1) day's leave in the event of the death of any person, at the discretion of the Superintendent, unless said person is a member of the employee's immediate household, in which event the employee will be entitled to the aforesaid five (5) days.

C. Military Leave

A Professional Employee who is called for involuntary temporary active duty in any unit of the armed forces shall be allowed up to ten (10) days provided the employee was a member at the commencement of the school year. The Professional Employee must first seek, in writing, a deferral of said military duty to a time when school is not in session. A copy of the deferral request shall be submitted to the Superintendent. In the event that the deferral request is denied, pay for such leave shall be the difference between salary, exclusive of stipends, of the Professional Employee for the period of such leave and the pay and allowance which the Professional Employee received from such active duty services as evidenced by pay vouchers submitted as a prerequisite for the receipt of pay from the District. An employee who is involuntarily called up for active duty beyond the routine annual reservists responsibilities shall continue to accrue seniority for up to three (3) years.

D. Religious Leave

The existing past practice on religious leave for Bridgewater-Raynham with respect to religious high holy days will be continued.

E. Jury Duty

In accordance with M.G.L. Chapter 234A, Professional Employees who are called to jury duty, will be paid the difference between their regular daily rate of compensation and the compensation received for jury duty. The Professional Employee will submit evidence of the amount of compensation that he/she received for jury duty.

F. Association Leave

1. Professional Employees who are voting delegates to the MTA Annual Meeting will be granted one (1) day each to attend the Annual Meeting.
2. Professional days may be granted, by the Superintendent, to Association representatives to attend MTA and/or NEA conferences, meetings and conventions provided, however, that the total number of days to be granted to the Association, pursuant to this Section F2, shall be limited to a total of ten (10) days per year, non-accruable. For example, ten (10) days may be granted to one representative, or ten (10) representatives may be granted one (1) day each.
3. If arbitration hearings are scheduled during the school day, the grievant, the Association representative and any other employee(s) who is to appear as a witness shall be released, without loss of pay, for the hearing.
4. Professional Employees who are to be witnesses at hearings before the Massachusetts Labor Relations Commission shall be released without loss of pay for the hearing.

5. The President of the Bridgewater-Raynham Education Association shall be relieved of all supervisory duties while serving in the capacity of President. In addition, the President of the BREA will be allowed the equivalent of fifteen (15) days per school year to attend to association business. Said time must be mutually agreed upon by the Superintendent of Schools and the President of the Association.
6. The First Vice President/Grievance Chairperson of the Association shall be relieved of all supervisory duties while serving as First Vice President/Grievance Chairperson of the Association.
7. Upon request to the Superintendent, an Association member with professional status may receive a leave of absence for up to two (2) years without pay for the purpose of holding an elected position or office in a professional association (state or national).

G. Court Leave

1. If a professional employee is required by the Superintendent or his/her designee, or by subpoena, to appear in court as a witness on school-related business after the normal work day or during school vacations, i.e., Thanksgiving recess, Christmas recess, Winter and Spring recess, or during the summer break, the employee shall be paid the hourly rate of \$40.00 for the time spent in court, with a minimum of two (2) hours pay for each day in court, provided he/she presents a copy of the subpoena to the Superintendent.
2. If a professional employee is required by subpoena to appear in court on matters not related to school business, the Superintendent may, upon the presentation of the subpoena to him/her grant court leave with pay.

**ARTICLE XIX
EXTENDED LEAVES OF ABSENCE**

A. Association Leave

Regularly appointed Professional Employees who are elected or appointed to full-time positions with MTA or NEA shall be granted leaves of absence without pay for the purpose of accepting these positions. Such leaves shall be granted upon appropriate application to the Superintendent. Those granted such leaves of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service for any purpose and shall be for a maximum of two (2) school years and one time per Professional Employee.

B. Career Leave

1. Professional Employees, who have attained professional teacher status, may be granted a leave of absence, without pay, for the purpose of pursuing other career alternatives. Said Professional Employees must submit, in writing, a request for leave, to the Superintendent of Schools, no later than March 1 of the school year immediately preceding the school years for which the leave is to be taken. The length of time to be taken must be for one (1) full school year, but in no event for more than two (2) full school years. In the event that the second full school year is requested, it must be taken for the school year immediately succeeding the first full school year.
2. A Professional Employee on said leave shall give written notice to the Superintendent on or before March 1 of the final school year of said leave of that employee's intention to return to his/her position in September of the school year succeeding immediately. In the event this notice of return is not submitted to the Superintendent, then the employee on leave will be presumed to have resigned from the school system.
3. It is further agreed that career leave shall be without pay, increment and other benefits.

C. Maternity/Parental/Adoptive Leave

1. A Professional Employee requesting a maternity/adoption leave shall notify the Superintendent of the total length of the leave desired including disability sick leave and extended unpaid leave. A Professional Employee may not request consecutive maternity leaves without having completed a full school year of teaching between maternity leaves pursuant to this section. A Professional Employee may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed two (2) school years except as provided in Section 7. The combinations of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period.

A professional employee who adopts a child shall be entitled to up to five (5) days with pay, which will be deducted from sick leave, if taken within the first six (6) weeks of the arrival of the adopted child, the birth of the child or when a child goes home from the hospital.
2. A Professional Employee requesting maternity leave shall, except in cases of premature delivery, give two (2) weeks' prior notice to the commencement of the leave of her anticipated date of departure and intention to return.
3. A Professional Employee may, during the disability period, apply her accumulated sick leave to the disability resulting from her pregnancy, childbirth and recovery from childbirth. Sick leave shall be allowed only for days that

Professional Employees would normally be working during their regular work year. The Professional Employee's attending physician shall certify to the Superintendent the length of the Professional Employee's disability period. An employee who desires to return to work at the end of her disability period may then return to work.

4. A Professional Employee not otherwise covered by the above subsections of this Section C shall be entitled to parental or adoptive leave under the same terms and conditions as set forth above, except that the Professional Employee shall not be eligible for sick leave, except as specified in C1 above, and provided that such leave shall commence immediately following the birth or the arrival in the home of the child to be adopted or in the event the employee is required to take time prior to the adoption which is directly related to the adoption. Adoption leave, for the purpose of this Article, shall mean leave to adopt a child who is under 18 years old, or a child who is mentally or physically handicapped or who is from a country other than the United States. Parental leave, for the purpose of this Article, shall mean leave granted following the birth of the employee's child, or a child to be adopted, provided such child is under 18 years old, or the child is mentally or physically handicapped or from a country other than the United States.
5. In the event that the reason for leave under this Article is no longer operative, then such Professional Employee, with the approval of the Superintendent, may return to work.
6. All benefits to which a Professional Employee was entitled at the time his/her leave commenced, minus any sick leave used, will be restored upon return, and the Professional Employee will be assigned to the same position held at the time the leave commenced, if it exists, or to an equivalent position, if possible.
7. A Professional Employee on leave pursuant to this Section C of Article XIX may return to work at the commencement of the school year in September, or at the start of the third quarter in January. Under normal circumstances, a Professional Employee must give written notice to the Superintendent of intent to return by March 1st, but if said date is not practicable, then notice shall be given to the Superintendent no later than June 1st or 90 days prior to the intended return date.

D. Peace Corps/Exchange Program

A leave of absence will be granted to any Professional Employee, with professional teacher status, who joins the Peace Corps or serves as an exchange teacher or an overseas teacher, and is a full-time participant in any of such programs. The length of the Peace Corps leave shall be for the term of such service. A leave for an exchange program shall be up to two (2) years. Upon return, a Professional Employee will be placed on the salary schedule at the level the employee would have achieved if he/she had not been absent. A leave may not be taken under this Section by any employee more than once every ten (10) years. Applications for leave under this Section must be filed, in writing, with the Superintendent no later than March 1 before the school year in which the leave is

proposed to commence. Each Professional Employee on such leave shall notify the Superintendent, in writing, of his/her intention to return not later than March 1 prior to the school year in which the employee intends to return.

E. Military Leave

Military leave will be granted to any Professional Employee who is inducted or is called to service in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service required by such induction. Pay for such leave shall be the difference between salary, exclusive of stipends, of the Professional Employee for the period of such leave and the pay and allowance which the Professional Employee received from such active duty services as evidenced by pay vouchers submitted as a prerequisite for the receipt of pay from the District. The District shall, at the request of the employee, continue to pay its share of the health insurance premium. An employee who is involuntarily called up for active duty beyond the routine annual reservists responsibilities shall continue to accrue seniority for up to three (3) years. Upon return from leave, the employee will be placed on the salary schedule at the level the Professional Employee would have achieved if the employee had not been absent unless dishonorably discharged. Employees on military leave shall continue to accrue seniority while on leave unless dishonorably discharged. Further, after deployment ends, the Professional Employee shall be granted ten (10) working days with an extension granted if necessary.

F. Unpaid Medical Leave

A Professional Employee whose absence resulting from illness or accident continues beyond the period compensated under Article XVII will be granted additional leave for the period of such continuing absence but not, however, beyond the end of the school year in which the compensation period ends.

G. Personal Leave

A Professional Employee may be granted a leave of absence without pay or increment, at the sole discretion of the Superintendent, for personal reasons.

H. Other Leaves and Extensions

Additional extended leaves of absence without pay or an extension of a leave previously granted may be granted by the Superintendent of Schools. All applications for leaves or extensions shall be made, in writing, to the Superintendent and shall be acted upon in writing.

I. Miscellaneous

1. The rights of insurance coverage on extended leave under this Article shall be controlled by M.G.L. Chapter 32B.
2. In the event of a Reduction in Force during the period in which any employee is

on leave pursuant to this Article, that employee will be considered to be in the active service of the school system and, therefore, subject to the Reduction in Force provisions of this Agreement.

3. All benefits to which a Professional Employee was entitled to at the time his/her leave commenced under this Article, minus any sick leave used if on maternity leave, will be restored upon return, and the employee will be assigned to the same position held at the time the leave commenced, if it exists, or to an equivalent position, if possible.
4. A Professional Employee returning from a leave under this Article who is not on maximum step will be placed on the salary schedule pursuant to Article VI, Section D of this Agreement unless otherwise provided by this Agreement.
5. It is understood that, for Professional Employees who are on extended leave and who have not yet achieved professional teacher status pursuant to Chapter 71, Section 41, the time spent on extended unpaid leave shall not count as service towards professional teacher status, but said leave shall not break service either.
6. If a Professional Employee within the bargaining unit transfers into a position for someone on a leave of absence, it is understood that the person filling the position shall return to his/her original position at the end of the leave if the position exists or, if not, to a similar position.

ARTICLE XX SABBATICAL LEAVE

A. Length and Compensation

Professional Employees may be granted sabbatical leaves of either one (1) school year at full pay or one-half year at one-half year's pay for study and/or research related to education.

B. Eligibility

1. Professional Employees will be eligible for a sabbatical leave at the conclusion of six (6) years of full-time employment (not necessarily consecutive) in the District as evidenced by the seniority list.

A second or third leave shall not be authorized until the Professional Employee shall have re-established eligibility by serving another six (6) years.

2. Military leave will be credited toward sabbatical leave time as provided by Massachusetts Law, *e.g.*, a Professional Employee with four (4) years' service who spends his/her fifth year in the armed forces and returns the next year will begin his/her sixth year of sabbatical time.

3. No more than six (6) eligible Professional Employees shall be permitted sabbatical leave during any one year.

C. Notice Requirements

1. Any Professional Employee who desires a sabbatical leave shall file a written application with the Superintendent no later than December 31 of the year preceding his/her leave, outlining in detail his/her plans.
2. The Superintendent shall act upon the application no later than the April 1st following the submission of the application.

D. Criteria

Where there are more applications than can be granted, the following will be considered in establishing priority:

1. Seniority within the District as evidenced by the seniority list;
2. Priority for applicants previously disapproved due to the number limit; and
3. Urgency of proposed research or study.

E. Salary

1. Professional Employees on sabbatical leave shall be paid in accordance with the established pay period or in one payment at the beginning of the sabbatical leave period.
2. Professional Employees on sabbatical leave will be considered as active employees for purposes of seniority, incremental raises and all other benefits.

F. Rights and Obligations Related to Sabbatical Leave

1. When the sabbatical leave has been completed, the Professional Employee shall submit a transcript of grades received indicating completion of work. Program reports, as issued by educational institutions, will be filed with the Superintendent. If the sabbatical is for research, the employee shall submit a report of the research in such form as has been determined by the Superintendent.
2. Prior to the granting of such leave, the Professional Employee shall enter into a written agreement with the District pursuant to M.G.L. Chapter 71, Section 41A, that upon termination of such leave, he/she will return to the District and serve as a Professional Employee for a period twice the length of such leave. In default of completing such service, he/she will refund to the District an amount equal to such proportion of salary received while on leave, as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. The Superintendent will inform any Professional Employee on sabbatical leave of opportunity for advancement and promotion, and such employees shall be considered for such advancement or promotion in the same manner as those who are presently in service.
4. Upon return to the system from sabbatical leave, an employee shall have the right to return to his/her position, if it exists, and, if not, to a substantially equivalent position.

**ARTICLE XXI
FACILITIES FOR PROFESSIONAL EMPLOYEES**

A. Space, Materials and Equipment

1. Every teacher will have his/her own classroom, whenever practicable. There will be space made available for the safe storage of instructional materials and supplies, whenever possible.
2. There will be a separate workroom containing sufficient equipment in good working order including a photocopy machine and the necessary supplies to aid in the preparation of instructional materials, whenever possible.
3. There will be an appropriately furnished room to be reserved for the exclusive use of the Professional Employees as a faculty lounge, whenever possible.
4. There will be clean, well-lighted and well-equipped employee restrooms.
5. There will be a separate dining area for Professional Employees and a facility for each employee for the receipt of mail, whenever possible.
6. Each classroom shall contain a serviceable desk and chair for a Professional Employee plus a space for safe storage of personal belongings.

B. Parking Facilities

Whenever possible, each existing parking area for a school will have space available for all Professional Employees.

C. Communications

1. Each school building shall have a communications system so that Professional Employees can communicate with the main building office from their classroom in the event of an emergency.
2. Each school will have a separate telephone line available for the use of the faculty.

D. Health and Safety Committees

The Bridgewater-Raynham Education Association and the Bridgewater-Raynham School Committee agree to establish and maintain health and safety committees in each school building. Said committees shall be made up of Association representatives and building administrators. The duties of the committees shall be the following:

1. Monitoring health and safety conditions in their building and making recommendations to the officials in charge for improvement.
2. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.

**ARTICLE XXII
USE OF SCHOOL FACILITIES**

A. Meetings/Activities

The Association, as the exclusive bargaining agent, may use school buildings, without cost, at reasonable times outside of the school day for Association activities, provided, however, that the Association shall pay for any custodial costs incurred by such meetings. To avoid conflicts, requests for such use shall be filed, in writing, at least five (5) days in advance with the building Principal, except in cases of emergency. Verbal approval will be granted by the Principal.

B. Bulletin Boards

The Association, as the exclusive bargaining agent, may use one designated bulletin board in each school building for the purpose of displaying notices, circulars and other Association material and may distribute such material to Professional Employees by use of the facilities provided for in Article XXI, A5.

**ARTICLE XXIII
PROTECTION**

A. Reporting Assaults

Professional Employees will immediately report, in writing, to their Principal, all cases of assault suffered by them in connection with their employment.

B. Availability of Information

This report will be forwarded via the Superintendent to the Committee which will comply with any reasonable request from the Professional Employee for information in its possession relating to the incident or persons involved.

C. Indemnification

The Committee shall abide by the mandatory provisions of Chapter 258 of the Massachusetts General Laws. The Committee will not adopt the optional Sections 8 and 9.

**ARTICLE XXIV
REDUCTION IN FORCE**

In the event the Employer determines to reduce the number of employees covered by Article I of this Agreement, the following procedures for reduction in force will be followed:

A. Definitions

1. Seniority

- a. Seniority means a Professional Employee's length of total service in years, months and days in a professional bargaining unit position commencing on said employee's initial date of employment (not date of appointment). Part-time service will be pro-rated.

Effective September 1, 2004, seniority shall be computed as a professional employee's continuous length of service in years, months and days in a bargaining unit position commencing with the most recent date of employment in a bargaining unit position. Part-time service will be pro-rated. This does not affect any calculation of seniority made prior to September 1, 2004.

- b. Notwithstanding the above, members of the Bridgewater-Raynham Education Association bargaining unit who are in the employ of the District on July 1, 1994, shall maintain their seniority date of employment from either Bridgewater, Raynham or Bridgewater-Raynham. (Note: This includes nurses from Bridgewater, guidance personnel and Chapter I personnel from Raynham and Tutors of the Learning Disabled not previously in the professional bargaining units in the former School Districts.) In addition, time deducted for leaves in either Bridgewater, Raynham or Bridgewater-Raynham will be maintained. Beginning July 1, 1994, the provisions of this Article will cover future employment for all employees.
- c. Notwithstanding the above definition of seniority in 1a above, any employee who is appointed as and works as a permanent substitute for six (6) consecutive months or more immediately preceding employment shall accrue seniority for said permanent substitute service.
- d. When the total number of years, months and days are equal, seniority shall

be determined by the greater attainment. Attainment means the degree of academic preparation as outlined by the salary columns in Appendix A. In the event employees are on the same column, then the employee who has a greater number of credits on file by January 25 of any school year shall be the teacher with the greater attainment. In cases where attainment is equal, the Superintendent shall determine the order of seniority after reviewing all pertinent information. The Superintendent's determination shall be final.

2. Leaves of Absence

Approved unpaid leaves of absence shall not be deemed to interrupt continuous service; however, there shall be no accrual of seniority while on unpaid leave except as specified otherwise in Article XIX or XX of this Agreement or except as provided by law.

Professional Employees on paid or unpaid leaves shall be subject to layoff in accordance with this Article.

3. Certification or License as Required by Law

Certified shall mean that the Professional Employee has official credentials currently on file in the Massachusetts State Department of Education, Bureau of Teacher Certification.

4. Seniority List

- a. The seniority list shall mean a list specifying the order of seniority of each Professional Employee. The Superintendent will issue an updated seniority list by February 1st of each school year. Prior to publishing the list, the Superintendent will submit the list to the Association President. The list will be updated in accordance with DOE certifications. The seniority list will be developed by disciplines for all bargaining unit personnel. Personnel may appear on the seniority list in more than one discipline, as defined in Section 5 below, if they are currently certified. The aforementioned seniority list shall be posted in the teacher's room in each building. Employees with the greatest length of seniority will be listed first in each discipline; employees with the least amount of service will be placed last on the list.
- b. Any employee who wishes to challenge his/her position on the seniority list shall submit the challenge to the Superintendent and the Association, in writing, setting forth the basis for the challenge, no later than March 1st. Any challenge which remains unresolved as of April 1st shall, notwithstanding Article III of this Agreement, be submitted to the State Board of Conciliation and Arbitration for a ruling. The decision of the State will be final and binding on the employee, the Association and the

Committee. The cost, if any, of the services of the Board shall be borne equally by the Committee and the Association. The list, as finally determined, shall be the seniority list for purposes of this Article. In the event there are no unresolved challenges as of the March 1st list, then the promulgated list shall be the final list for that year.

c. Failure on the part of any employee to challenge his/her placement on the list in a given year in a timely fashion does not preclude the employee from challenging the list in the subsequent year pursuant to the procedure set forth above.

5. Disciplines will be determined as per DOE certifications.

6. Notification

Employees to be laid off will receive at least sixty (60) calendar days' notice prior to the effective date of layoff.

B. Method of Layoff

1. Attrition

If the Employer determines it is necessary to reduce the number of employees in the bargaining unit, it shall seek to effect said reduction by attrition.

2. Employees without Professional Teacher Status

A Professional Employee with professional teacher status (PTS) shall not be laid off if there is a Professional Employee without professional teacher status whose position the employee with PTS is certified to fill.

3. Employees with Professional Teacher Status

In the event that layoffs are necessary among employees with PTS, said employees currently teaching within the affected discipline(s) shall be laid off in the inverse order of seniority. Effective with the full ratification of the 2004-2007 Agreement, November 17, 2004, professional employees who have been reached for layoff will be allowed to bump the employee with the least seniority in other disciplines in which they are actively certified.

C. Recall

1. Professional Employees with PTS laid off due to reduction in force will be placed on the recall list for 27 months from the effective date of layoff. The effective date of layoff shall be the last day worked by the Professional Employee.

2. Professional Employees on the recall list shall be deemed to be on a leave of

absence due to layoff from the District for the duration of the recall period.

3. Professional Employees will be recalled to vacancies in their last previous teaching discipline as defined in Section A5 of this Article, in the reverse order of their layoff. Employees will also be offered job openings in other disciplines in which they hold current certification (in the reverse order of layoff) provided there are no current faculty members with PTS on layoff from such disciplines. The previous sentence shall not apply to a position which involves a promotion.
4. No new personnel shall be hired to fill vacancies in areas where employees are on this recall list until all appropriate employees on the recall list have been offered the vacancy pursuant to Section 3 above. Known permanent substitute vacancies of more than sixty (60) school days are considered to be recall positions.
5. When a vacancy occurs to which employees with PTS are entitled to be recalled as set forth above, the Association President and the appropriate employee on the recall list will be notified by Certified Mail, Return Receipt Requested, at their last recorded address. Failure to accept Certified Mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the date of receipt or delivery of said notice shall be considered a rejection of such offer, and the employee shall be removed from the list. It shall be the responsibility of the employee on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address. The recall notice will include the date when the employee is to commence work. The employee who accepts recall must commence work on the date set forth in the recall notice unless prevented from doing so by illness, injury or disability from which the employee is expected to return to work. During the recall period, no employee shall be dropped from the recall list unless that employee failed to accept a position which is in the bargaining unit, and which provided equivalent hours of employment to the position held by said employee at the time of layoff.
6. A Professional Employee who was reduced from a full-time position and is on the recall list may accept a part-time position and retain his/her eligibility to be assigned to a full-time position for the subsequent school year; and an analogous right shall exist for a Professional Employee who may be reduced from a part-time position, accept the full-time position, and wish to retain eligibility for assignment to a part-time position for the subsequent school year.
7. Laid-off employees will be given priority on the substitute list at the substitute rate of pay if they so indicate a desire to substitute, in writing, to the Superintendent.
8. Professional Employees on the Recall List shall be entitled to membership in any group health and/or life insurance coverage in existence at the time of the effective date of the layoff; provided, however, that the employee pays the entire

cost of such insurance and there shall be no contribution by the District for such employee's insurance.

9. All benefits to which said employees were entitled at the time layoff commenced including, but not limited to PTS and unused accumulated sick leave, will be restored upon return, and the employee will be placed on the applicable salary schedule at the step and column attained when the layoff began.
10. Any Professional Employee who elects to have his/her layoff treated as an involuntary leave of absence in order to retain the protection of professional teacher status and contractual benefits provided by this Article shall, in lieu of dismissal procedures set forth in Chapter 71, Section 42, execute and deliver to the Committee a waiver of any present or future rights to a dismissal hearing which he/she may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. A waiver letter will be included as Appendix E of this Agreement. The Committee will execute and provide to any such employee a counterpart on Appendix F. A Professional Employee may elect to have his/her layoff treated as a dismissal in which case such employee will be afforded full statutory rights. Any employee who by not executing a written waiver elects to invoke his/her statutory rights with respect to dismissal will not be eligible for recall rights as provided in this Article.
11. Any Professional Employee who elects to have his/her layoff treated as an unpaid leave of absence due to layoff will have the right to invoke the Grievance and Arbitration provisions of this Agreement should there be a violation of this Article.

ARTICLE XXV INSURANCE BENEFITS

A. Public Employee Committee

1. The District shall comply with the terms of the Public Employee Committee Agreement regarding health insurance benefits.

B. Life Insurance and Accidental Death and Dismemberment Insurance

1. Active employees shall be insured for \$25,000 of group life insurance and \$25,000 group accidental death and dismemberment insurance, and the District will pay fifty-five percent (55%) of the cost of the premium.
2. Retirees of the District shall be insured for \$25,000 of group life insurance and \$25,000 group accidental death and dismemberment insurance, and the District will pay fifty-five percent (55%) of the cost of the premium.

This benefit is only available if you participated in the group life insurance plan as an active employee.

Commented [MG4]: Housekeeping – clarification that employee/retiree cannot pick up this life insurance plan at any time.

C. Health Insurance

In the event of the death of an active employee or retiree, the surviving spouse and dependent children may continue coverage under existing plans until the re-marriage or death of the surviving spouse. In the event of the death of the surviving spouse, the dependent children may also continue coverage under existing plans until they reach the age that they are no longer eligible for health insurance coverage.

The District shall continue to pay the percent of the premium coverage at the rate of active or retired employees whichever is greater.

D. . Dental Insurance

The Employer agrees to make payroll deductions for a Group Dental Plan to be funded entirely by the employees who join the group.

Commented [MG5]: This fund doesn't exist. District pays vendor directly.

E. . Flexible Spending Accounts

The District shall offer a flexible spending account program for all employees eligible for health insurance benefits at no cost to the employee.

F. Health Insurance Opt-Out

Teachers who have subscribed to the District's group health insurance for at least one full year may choose to opt out of receiving this benefit during the open enrollment period and will receive the following annual payment listed below. The payment will be made in June of the following fiscal year.

Commented [MG6]: Clarify wording as to when the payment would be made.

- HMO Individual Plan:\$1,000.00
- HMO Family Plan: \$2,000.00
- PPO Individual Plan: \$1,500.00
- PPO Family Plan: \$3,000.00

**ARTICLE XXVI
PAYROLL DEDUCTIONS**

A. Dues Deductions

The District agrees to deduct from the salaries of its employees dues for the Bridgewater/Raynham Education Association, Bristol and Plymouth County Education Association, Massachusetts Teachers Association and the National Education Association, and to transmit the monies within ten (10) days of the deduction to the Treasurer of the Bridgewater/Raynham Education Association. Professional Employees' authorization shall be in writing, on a form determined jointly by the Treasurer of the Association and the District Treasurer. Dues will be deducted in forty (40) installments.

B. VOTE Deductions

The School Committee will vote to accept the provisions of M.G.L. Chapter 180, Section 171. Employees may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education of an amount which the employee shall specify, in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted within thirty (30) days to: VOTE, P.O. Box 271, Boston, MA 02101.

C. Annuity Deductions

1. The District will, upon written request of a Professional Employee, enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403(b) of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax-sheltered annuity plan for said employee(s).
2. Deductions will be made in equal amounts by the District from the employee's paycheck per the District's approved plan.
3. On a day mutually agreed to by the District and the Association, within the month of September, each school year, employees may file enrollment applications for an annuity through the District Treasurer's office.
4. Changes (*i.e.*, additions to or reductions from the annuity amount) may be made during the months of September 1st to be effective October 1st, January 1st to be effective February 1st and April 1st to be effective May 1st.
5. The District Treasurer shall submit payments so deducted to the issuing insurer, or selling company or corporation within fourteen (14) days of the deduction.

E. Agency Fee

1. The Committee agrees to require, as a condition of employment, that all employees covered by this Contract, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent to or from which membership dues are paid. Such amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an employee must become a member and remain a member in good standing of the Bridgewater-Raynham Education Association, Plymouth County Education Association, Bristol County Education Association, Massachusetts Teachers Association, and National Education Association.

2. The Association agrees to indemnify and hold harmless the Regional School Committee against all claims, suits or other forms of liability arising out of the deduction of said Agency Service Fee from an employee's pay, or out of the application of this Article. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the treasurer of the Association. Said treasurer shall provide to the Committee any information that may be required pursuant to Massachusetts General Laws, Chapter 180, Section 17G.

ARTICLE XXVII GENERAL PROVISIONS

A. Conflicts with Agreement

As to all matters covered by this Agreement, the provisions hereof shall control in any case where a conflict may exist between any such provision and any practice, policy or rule or regulations of the Committee or any of the statutes set forth in Section 7(d) of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

B. Separability

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

C. Management Rights

The parties recognize and agree that as to every matter as to which a specific agreement is not set forth in this Agreement, the Committee continues to retain the sole and unquestioned right to exercise all of the authority, powers, responsibilities and rights provided by and under the Laws of the Commonwealth of Massachusetts in the control, direction and management of the Bridgewater-Raynham Regional School District.

D. No Reprisals

The District will not take any reprisals of any kind against any employee(s) by reason of the employee's(s') membership in the Association or participation in its activities.

E. No Discrimination

No religious or political activities of any Professional Employees may be grounds for any discrimination with respect to the employment of such employee except as the same may be subject to penalty under the applicable Law.

F. Notices/Agendas/Minutes of Meetings

The Superintendent will mail to the President of the Bridgewater-Raynham Education Association a copy of the official agenda of each School Committee meeting with any attached public documents at least 48 hours prior to said meetings. The Superintendent will also mail to the Association President copies of minutes of open meetings of the Committee within one (1) week of their approval and the minutes of Executive Sessions once said minutes have been approved by the Committee and are made public.

G. Printing of Agreement

The cost of printing this Agreement will be shared equally by the Association and the School Committee.

H. Changes in the Agreement

This Agreement shall not be altered, amended or changed except in writing and will be signed by both the Committee and the Association, which writings shall be appended hereto and made a part hereof.

I. No Strikes

The Association agrees that it will not cause, condone or take part in any strike, walkout, slowdown, work stoppage or withholding of services in the Bridgewater-Raynham Public Schools.

J. Exit Interview

Employees who leave the School District may be offered an exit interview with the Superintendent.

K. Hourly Rates and Classroom Coverage

Employees shall be compensated as follows:

- Court Leave: \$40.00 per hour (two (2) hour minimum)
- Assignment beyond the workday/work year: \$40.00 per hour
- Classroom Coverage: \$40.00 per class

ARTICLE XXVIII

EARLY RETIREMENT INCENTIVE, RESIGNATION NOTICE AND RETIREMENT NOTICE

A. Payment

A Professional Employee who is retiring from the Bridgewater-Raynham Regional School District, either at end of school year or conclusion of calendar year, and who is

56-59 years old, inclusive, during the school year at the end of which he/she will retire, shall be eligible for the following one-time early retirement incentive of twenty thousand dollars (\$20,000).

Effective August 25, 2014, Professional Employees hired on or after August 25, 2014 will not be eligible for the Early Retirement Incentive.

(Note that this will not impact Professional Employees who provide notification under the terms set forth in the 2011-2014 Collective Bargaining Agreement and retire at the end of the 2014-2015 school year.)

Eligibility

To be eligible for this program, a Professional Employee must have served at least ten (10) years in the School District as a member of this bargaining unit and give written notice of intention to resign by June 15th of the year immediately preceding the school year in which said retirement is to be effective. This written notice of intent to resign may be rescinded by the Professional Employee once; a second written notice of intent to resign will be irrevocable. In the event of the death of any eligible employee, the money will be paid to the employee's estate.

Professional employees shall provide written notice to the Superintendent of Schools of their intent to resign no less than thirty (30) days prior to the effective date of the resignation. This requirement may be waived at the discretion of the Superintendent due to extenuating circumstances.

B. Retirement Sick Leave Benefits

1. A teacher who gives notice of intent to retire three (3) school years prior to the effective date of retirement, who has accumulated at least 185 sick leave days as of the date of notice to the Superintendent, and who does not use more than a total of five (5) sick leave days and personal days each of those last three (3) years, will receive \$1,800 for each of those school years for a total up to \$5,400 which will be paid upon retirement.

Teachers who plan to retire at the end of the 2017 – 2018, 2018 – 2019 or 2019 – 2020 school years must notify the Superintendent of Schools within ten (10) school days following the ratification of this 2017 – 2020 Memorandum of Agreement in order to be eligible for this benefit.

2. Teachers will be allowed to rescind their intent to retire under Article XXVIII, Section B, Retirement Sick Leave Benefit once;
3. For those teachers who rescind their notice of intent to retire the one time and who want to receive the Sick Leave Buyback benefit in the future, the three (3) year process will start anew. That is, the original notices of intent will be voided and the teachers will have to qualify in accordance with Section B at the time of the second

notice of intent to retire for the next three (3) consecutive years.

4. Teachers who rescind a second time will not be eligible for the Section B Retirement Sick Leave Benefit.
5. Teachers who withdrew their notices of intent to retire under Section B in 2017 because they were told they could not rescind their notice may resubmit said intent no later than January 31, 2018.

ARTICLE XXIX LONGEVITY

A. Longevity Payment

A Professional Employee who completes the number of years of service as a licensed teacher indicated below shall be granted a longevity payment in the amount set forth below for the number of years of service that he/she has completed in a bargaining unit position:

After ten (10) consecutive years of service	\$ 600.00
After fifteen (15) consecutive years of service	\$ 850.00
After twenty (20) consecutive years of service	\$1000.00
After twenty-five (25) consecutive years of service	\$1500.00
After thirty (30) consecutive years of service	\$3000.00

B. Year Towards Longevity

For a school year to count towards longevity, a Professional Employee must be in a pay status for at least ninety-two (92) work days. Approved unpaid leaves of absence do not count towards longevity but do not break consecutive service.

C. Method of Payment of Longevity

Longevity will be paid in a lump sum, annually, in the 2nd pay period in September. Retirees will be paid in a lump sum in the last pay period of June in the year in which they retire rather than the following September.

D. Grandfathering

It is understood that employees who were eligible for longevity on 9/1/94 using "total" years of service will maintain their total years. However, commencing on 9/1/95 all service must be "consecutive."

E. Alternative Longevity

Bargaining unit members with twenty (20) completed years of service in public school teaching, 10 years of which are in the Bridgewater-Raynham Regional School District,

may elect to receive the longevity payment of \$6000 per year for three consecutive years. Eligible employees who elect to receive the longevity payment of \$6000 for three consecutive years, agree to irrevocably waive any and all longevity payments specified in Article XXX, Section A and any benefit to which employees may be entitled under Article XXIII.

Any eligible member who wishes to receive this benefit beginning in the 2004-2005 school year, shall so notify the Superintendent in writing no later than January 2005 and payments will begin with the February 1, 2005 paycheck.

For those employees who wish to begin the benefit in September 2005, notice must be given to the Superintendent no later than March 1, 2005.

In subsequent years, notice must be given to the Superintendent in writing not later than November 1st the year preceding the school year in which the payments will begin. Payments will become part of annual salary distributed evenly throughout the year in weekly paychecks.

Note: Public school teaching as used in this section shall include years of teaching at the Burnell Campus School.

ARTICLE XXX DURATION

A. Term of Agreement

This Collective Bargaining Agreement shall be in full force and effect for the period September 1, 2017 to and including August 31, 2020.

B. Reopening for Negotiations

By November 1, 2019, the Committee or the Association may, by giving written notice to the other, open negotiations for a successor Agreement. The party receiving such notice shall acknowledge receipt, in writing, within ten (10) school days after such receipt. Negotiations shall commence no later than February 1, 2020, or may, by mutual agreement of the parties, commence at an earlier or later date.

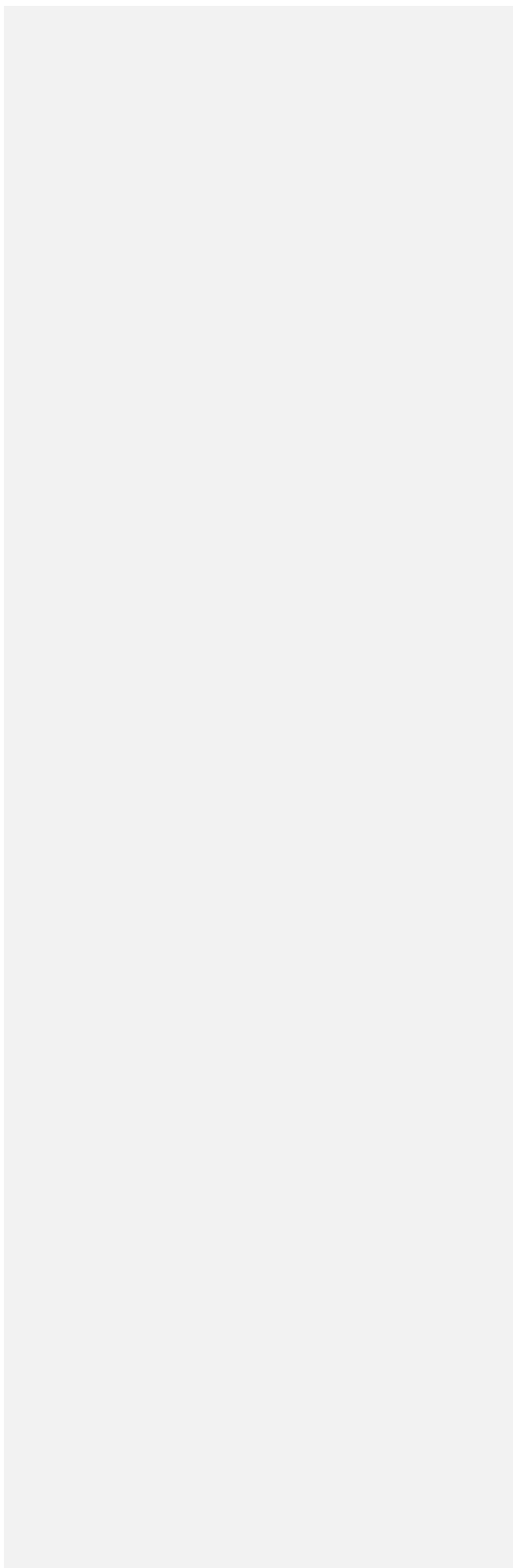
WITNESS WHEREOF, the parties to this Agreement have caused it to be executed in duplicate in their names on the date set forth below.

BRIDGEWATER-RAYNHAM REGIONAL SCHOOL COMMITTEE

CHAIRPERSON DATE

BRIDGEWATER-RAYNHAM EDUCATION ASSOCIATION

PRESIDENT DATE



**APPENDIX A
SALARY SCHEDULES**

2017 – 2018

	B	B+15 Toward M	M	M+15	M+30 2M	M+45	M+60 CAGS/2 M	M+75/E d.D Ph.D
1	\$45,677	\$49,395	\$52,357	\$55,706	\$59,019	\$61,319	\$63,622	\$64,840
2	\$49,364	\$52,701	\$56,096	\$59,522	\$62,909	\$65,271	\$67,629	\$68,843
3	\$51,734	\$55,147	\$58,504	\$61,894	\$65,284	\$67,648	\$70,008	\$71,224
4	\$55,364	\$58,842	\$62,135	\$65,573	\$69,073	\$71,276	\$73,636	\$74,851
5	\$57,728	\$61,109	\$64,557	\$67,988	\$71,281	\$73,638	\$76,000	\$77,216
6	\$60,100	\$63,539	\$66,979	\$70,361	\$73,750	\$76,113	\$78,469	\$79,684
7	\$62,482	\$66,542	\$69,925	\$72,094	\$76,752	\$79,109	\$81,469	\$82,684
8	\$64,557	\$68,961	\$72,348	\$75,779	\$79,164	\$81,527	\$83,887	\$85,101
9	\$66,297	\$72,012	\$75,345	\$78,782	\$81,845	\$83,901	\$86,258	\$87,475
10	\$68,321	\$74,379	\$77,808	\$81,203	\$84,545	\$86,906	\$89,232	\$90,446
11	\$70,361	\$76,794	\$80,182	\$83,617	\$86,965	\$89,324	\$91,681	\$92,899
12	\$72,390	\$79,457	\$82,848	\$86,288	\$89,668	\$92,030	\$94,388	\$95,603
13	\$74,999	\$82,067	\$85,456	\$89,738	\$92,276	\$94,638	\$96,998	\$98,212
14	\$76,215	\$83,284	\$86,673	\$90,953	\$93,491	\$95,856	\$98,212	\$99,429
20	\$77,432	\$84,499	\$87,889	\$92,170	\$94,708	\$97,070	\$99,429	\$100,644

2018-2019

	B	B+15 Toward M	M	M+15	M+30 2M	M+45	M+60 CAGS/2 M	M+75/E d.D Ph.D
1	\$46,591	\$50,383	\$53,404	\$56,820	\$60,200	\$62,546	\$64,895	\$66,137
2	\$50,351	\$53,755	\$57,218	\$60,712	\$64,167	\$66,576	\$68,982	\$70,220
3	\$52,768	\$56,250	\$59,674	\$63,132	\$66,589	\$69,001	\$71,408	\$72,648
4	\$56,471	\$60,018	\$63,378	\$66,885	\$70,454	\$72,702	\$75,109	\$76,348
5	\$58,883	\$62,331	\$65,848	\$69,347	\$72,707	\$75,111	\$77,520	\$78,760
6	\$61,302	\$64,810	\$68,318	\$71,768	\$75,225	\$77,635	\$80,038	\$81,277
7	\$63,732	\$67,873	\$71,324	\$73,536	\$78,287	\$80,691	\$83,098	\$84,338
8	\$65,848	\$70,340	\$73,795	\$77,294	\$80,747	\$83,157	\$85,564	\$86,803
9	\$67,623	\$73,452	\$76,852	\$80,358	\$83,481	\$85,579	\$87,983	\$89,224
10	\$69,687	\$75,867	\$79,364	\$82,827	\$86,236	\$88,644	\$91,016	\$92,255
11	\$71,768	\$78,330	\$81,786	\$85,289	\$88,705	\$91,111	\$93,515	\$94,757
12	\$73,838	\$81,046	\$84,505	\$88,014	\$91,462	\$93,871	\$96,276	\$97,515
13	\$76,499	\$83,708	\$87,165	\$91,533	\$94,121	\$96,530	\$98,938	\$100,177
14	\$77,740	\$84,949	\$88,406	\$92,772	\$95,360	\$97,773	\$100,177	\$101,418
20	\$78,981	\$86,189	\$89,647	\$94,014	\$96,602	\$99,011	\$101,418	\$102,657

September 2019 - January 2020

	B	B+15 Toward M	M	M+15	M+30 2M	M+45	M+60 CAGS/2M	M+75/Ed.D Ph.D
1	\$47,173	\$51,013	\$54,071	\$57,531	\$60,952	\$63,327	\$65,706	\$66,964
2	\$50,980	\$54,427	\$57,933	\$61,471	\$64,969	\$67,408	\$69,844	\$71,098
3	\$53,428	\$56,953	\$60,420	\$63,921	\$67,422	\$69,863	\$72,300	\$73,556
4	\$57,177	\$60,769	\$64,170	\$67,721	\$71,335	\$73,611	\$76,048	\$77,303
5	\$59,619	\$63,110	\$66,671	\$70,214	\$73,616	\$76,050	\$78,489	\$79,745
6	\$62,068	\$65,620	\$69,172	\$72,665	\$76,165	\$78,606	\$81,038	\$82,293
7	\$64,529	\$68,722	\$72,215	\$74,456	\$79,266	\$81,700	\$84,137	\$85,392
8	\$66,671	\$71,220	\$74,718	\$78,261	\$81,757	\$84,197	\$86,634	\$87,888
9	\$68,468	\$74,371	\$77,813	\$81,362	\$84,525	\$86,649	\$89,083	\$90,340
10	\$70,558	\$76,815	\$80,356	\$83,862	\$87,314	\$89,753	\$92,154	\$93,408
11	\$72,665	\$79,309	\$82,808	\$86,355	\$89,813	\$92,249	\$94,683	\$95,941
12	\$74,761	\$82,059	\$85,562	\$89,114	\$92,605	\$95,044	\$97,479	\$98,734
13	\$77,456	\$84,754	\$88,255	\$92,677	\$95,298	\$97,737	\$100,175	\$101,429
14	\$78,711	\$86,011	\$89,511	\$93,932	\$96,552	\$98,995	\$101,429	\$102,686
20	\$79,968	\$87,266	\$90,767	\$95,189	\$97,809	\$100,249	\$102,686	\$103,940

January 2020 – August 31 2020

	B	B+15 Toward M	M	M+15	M+30 2M	M+45	M+60 CAGS/M	M+75/Ed.D Ph.D
1	\$47,763	\$51,650	\$54,747	\$58,250	\$61,714	\$64,119	\$66,527	\$67,801
2	\$51,617	\$55,107	\$58,657	\$62,239	\$65,781	\$68,251	\$70,717	\$71,987
3	\$54,096	\$57,665	\$61,175	\$64,720	\$68,265	\$70,736	\$73,204	\$74,476
4	\$57,892	\$61,528	\$64,972	\$68,567	\$72,227	\$74,531	\$76,998	\$78,269
5	\$60,364	\$63,899	\$67,505	\$71,092	\$74,536	\$77,001	\$79,470	\$80,742
6	\$62,844	\$66,440	\$70,037	\$73,573	\$77,117	\$79,588	\$82,051	\$83,322
7	\$65,335	\$69,581	\$73,118	\$75,386	\$80,257	\$82,721	\$85,189	\$86,459
8	\$67,505	\$72,110	\$75,652	\$79,239	\$82,778	\$85,249	\$87,717	\$88,986
9	\$69,324	\$75,300	\$78,786	\$82,379	\$85,581	\$87,732	\$90,196	\$91,469
10	\$71,440	\$77,775	\$81,361	\$84,911	\$88,406	\$90,874	\$93,306	\$94,575
11	\$73,573	\$80,300	\$83,843	\$87,435	\$90,936	\$93,403	\$95,867	\$97,141
12	\$75,695	\$83,085	\$86,631	\$90,228	\$93,762	\$96,232	\$98,698	\$99,968
13	\$78,424	\$85,814	\$89,358	\$93,836	\$96,489	\$98,959	\$101,427	\$102,697
14	\$79,695	\$87,086	\$90,630	\$95,106	\$97,759	\$100,232	\$102,697	\$103,969
20	\$80,968	\$88,357	\$91,902	\$96,379	\$99,032	\$101,502	\$103,969	\$105,240

Blended Scale 2019-2020

Steps	B	B+15		M+15	M+30	M+45	M+60 CAGS/2M*	M+75/Ed.D Ph.D
		Towards M	M					
1	\$48053.81	\$51965.21	\$55081.10	\$58604.88	\$62090.23	\$64508.83	\$66932.77	\$68214.15
2	\$51932.11	\$55443.08	\$59014.93	\$62618.80	\$66182.10	\$68666.90	\$71148.51	\$72425.61
3	\$54425.46	\$58016.52	\$61547.78	\$65114.28	\$68680.79	\$71167.73	\$73650.40	\$74929.64
4	\$58245.03	\$61903.36	\$65368.42	\$68985.11	\$72666.94	\$74985.17	\$77467.83	\$78746.01
5	\$60731.97	\$64288.86	\$67916.23	\$71525.44	\$74990.50	\$77469.97	\$79954.78	\$81234.02
6	\$63227.46	\$66845.21	\$70464.04	\$74022.00	\$77587.43	\$80073.30	\$82551.70	\$83829.88
7	\$65733.62	\$70004.88	\$73563.90	\$75845.82	\$80746.03	\$83225.49	\$85708.16	\$86986.34
8	\$67916.23	\$72549.48	\$76112.78	\$79721.99	\$83283.15	\$85769.03	\$88251.70	\$89528.80
9	\$69746.47	\$75759.33	\$79266.03	\$82881.66	\$86103.25	\$88266.65	\$90746.11	\$92026.42
10	\$71875.69	\$78249.48	\$81856.55	\$85428.39	\$88944.71	\$91428.45	\$93874.81	\$91948.47
11	\$74022.00	\$80789.81	\$84354.17	\$87967.66	\$91490.38	\$93971.98	\$96451.45	\$97732.83
12	\$76156.56	\$83591.75	\$87159.32	\$90778.15	\$94333.97	\$96818.78	\$99299.31	\$100577.48
13	\$78901.91	\$86337.11	\$89902.54	\$94407.65	\$97077.19	\$99561.99	\$102045.73	\$103322.84
14	\$80181.15	\$87617.42	\$91182.85	\$95685.82	\$98355.36	\$100843.37	\$103354.87	\$104603.15
20	\$81461.46	\$88895.59	\$92462.09	\$96966.13	\$99635.67	\$102120.48	\$104603.15	\$105881.32

Effective August 31, 2014, M+15 shall not be available to Professional Employees who have not obtained 15 credits beyond a Masters by that date.

M + 75/DOC (for Ed.D. and Ph.D only and doctorates recognized prior to the September 1, 2007 shall be recognized for this purpose) which shall be one thousand (\$1,000.00) dollars greater than the M+60/CAGS/MM column.

The parties agree that those teachers who hold a CAGS by June 30, 2007 shall need fifteen (15) credits beyond the credits necessary for a CAGS in order to move to the M+75/DOC column. In addition, teachers will be allowed to apply the credits for the courses they took while in a CAGS program or while working towards their second Masters degree provided said course was one of those listed in Addendum A attached hereto. Thereafter, teachers who obtain a CAGS will advance to the M+75/DOC column only if they earn a DOC or earn credits in addition to those necessary for the CAGS which were beyond the Master's degree.

- Effective August 31, 2012, B+15 shall not be available to Professional Employees who have not obtained 15 credits towards a Masters by that date.
 - Effective August 31, 2014, M+15 shall not be available to Professional Employees who have not obtained 15 credits beyond a Masters by that date.

Appendix B
Extracurricular Salary Schedule

Stipend Position		2014-2017	2015-2017
Art Club – High School	1	807.00	
Band – Middle School	1 per school	1,648.00	
Chorus – Elementary/Intermediate	1 per school	807.00	
Chorus – Middle School	1 per school	807.00	
Color Guard – High School	1	622.00	
Drama Club – High School	1	2,294.00	
Drama Club – Middle School	1 per school	1,617.00	
Foreign Language – High School	1	1,546.00	
Freshman Class Advisor – High School	1	947.00	
Future Teachers – High School	1	955.00	
GSA – High School	1	780.00	
Intramural Director – High School	1	3,326.00	
Intramural Director – Middle School	1 per school	1,241.00	
Intramural Supervisors All Levels		\$16/hr	
Junior Class Advisor – High School	1	1,546.00	
Math Team – High School	1	1,617.00	
Math Team – Middle School	1 per school	1,617.00	
Mock Trial – High School	1	622.00	
National Honor Society – High School	1	1,099.00	
Newspaper – High School	2	922.00	
Newspaper – Middle School	1 per school	622.00	
Peer Leader Advisor – High School	1	808.00	
<i>Community Service Liaison – High School</i>	1	808.00	
Photography – High School	1	807.00	
SADD – High School	1	800.00	
Scholarship Fund – High School	1	3,787.00	
School Climate Group – High School	2	899.00	
School Climate Group – Middle School	1 per school	899.00	
Science Olympiad – High School	1	1,063.00	
Senior Class Advisor	2	1,696.00	
Ski Club – High School	2	1,730.00	
Ski Club – Middle School	1 per school	1,730.00	
Sophomore Class Advisor – High School	1	1,022.00	
Spelling Team – Middle School	1 per school	1,531.00	
Spring Musical – Middle School	1 per school	622.00	
Student Council Advisor – High School	1	1,181.00	
Student Council Advisor – Middle School	1 per school	1,136.00	
Student School Committee Advisor – High School	1	807.00	
Technology Club – Middle School	1 per school	1,481.00	
World Affairs/Civics – High School	2	733.00	
Yearbook – High School	2	1,444.00	1,562.00
Yearbook – Middle School	1 per school	1,681.00	1,562.00
YESS Club – High School	1	622.00	

Please note: If any of the above stipend positions are to be shared by more than one (1) person (other than what is designated), all names must be submitted to the Superintendent for approval. The stipend will be divided equally among the appointees.

**Appendix C
Coaches Salary Schedule
2014-2017**

Tier	Sport	Gender		2014-2017
I	Football	Boys	Head Coach	8,277.00
			Assistants	4,633.00
II	Basketball	Boys/Girls	Head Coach	5,985.00
			Assistant	3,699.00
	FIRST Assistants			3,699.00
	Ice Hockey	Boys	Head Coach	5,985.00
			Assistant	3,699.00
	Wrestling	Boys	Head Coach	5,985.00
			Assistant	3,699.00
III	Baseball	Boys	Head Coach	4,992.00
			Assistant	3,290.00
	Field Hockey	Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Lacrosse	Boys/Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Soccer	Boys/Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Softball	Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Spring Track	Boys/Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Swim	Combined	Head Coach	4,992.00
			Assistant	3,290.00
	Winter Track	Boys/Girls	Head Coach	4,992.00
			Assistant	3,290.00
	Volleyball	Boys/Girls	Head Coach	4,992.00
			Assistant	3,290.00
IV	Cheerleaders	Fall	Head Coach	4,559.00
			Assistant	3,026.00
	Cheerleaders	Winter	Head Coach	4,559.00
			Assistant	3,026.00
	Cross Country	Boys/Girls	Head Coach	4,559.00
			Assistant	3,026.00
	Golf		Head Coach	4,559.00
	Tennis		Head Coach	4,559.00
	Asst. Athletic Director			4,164.00
	Athletic Director			14,780.00

**APPENDIX D
SPECIALISTS' DIFFERENTIALS**

A. Department Chairs and Nurse

Department Chairs may be required to teach up to four (4) periods per day. Department Head and Head Nurse shall not be included as supervised members of the department.

Supervised Total Number	2014-2017
16-20	\$5,339.00
14-15	\$4,636.00
12-13	\$3,933.00
10-11	\$3,373.00
8-9	\$2,812.00
6-7	\$2,246.00
4-5	\$1,683.00
2-3	\$1,124.00

If one or more teachers in the department teach less than a total of three A(3) periods per day, the Department Chair would not be compensated as having a member in his/her department. Two (2) part-time Professional Employees in a department will equal one (1) full-time employee. The Head Nurse will be compensated for all full time Registered Nurses in the Nursing Department. Two (2) part-time Professional Employees in a department will equal one (1) full-time employee.

	2014-2017
Coordinator of Compensatory Services	\$4,215.00
Guidance (all levels)	\$2,107.00
Coordinator of Instructional Media Services	\$1,121.00
Coordinator of Music	\$2,712.00
Marching Band Coordinator	\$2,712.00
Home Tutor Hourly rate inclusive of mileage	\$44.00
Mentors	\$866.00
Director of Alternative High School 2x per year	\$5,258.00
Lead Teachers	\$1,947.00
Special Ed Team Chairperson High School	\$5,410.00

APPENDIX E

BRIDGEWATER-RAYNHAM EMPLOYEE LETTER

I have received the Superintendent's notice with respect to my dismissal effective (20____) pursuant to the provision of M.G.L., c.71, s. 42. I understand I may have a right to request and be furnished by the Superintendent with a written statement of the charge or charges of the cause or causes for which my dismissal is proposed, and a right to request and be given a hearing before the Superintendent with representation by counsel of my own choosing. I also understand that I have a right to appeal such a decision of the Superintendent to arbitration pursuant to Chapter 71, 42.

Since I desire to secure the benefits of the twenty-seven (27) month recall period as set forth in the Collective Bargaining Agreement between the Bridgewater-Raynham School Committee and the Bridgewater-Raynham Education Association, and because I wish to retain my status as a teacher with professional teacher status in the Bridgewater-Raynham School System during such recall period, and in the event of my recall and return to active service, and since I admit that due to economic and budgetary considerations the Superintendent has just cause for my dismissal, I hereby waive any written statement of the charge or charges, and waive my request for a hearing, and waive all rights of appeal, all as provided in c.71, s. 42. of the Massachusetts General Laws, all in consideration of the Superintendent's agreement that because of such admissions and waivers the Superintendent shall not dismiss me pursuant to the provision of M.G.L., c.71, s.42, but shall instead grant me an unpaid leave of absence without pay or increment as a result of layoff.

I understand that effective (200____), I will, unless recalled and returned to effective service, be on a leave of absence without pay or increment as a result of layoff. If I am returned to active service during the twenty-seven (27) month recall period, the Superintendent agrees that any and all waivers and admission which I have made in this letter shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If I am not returned to active service during the recall period, I understand that the Superintendent will dismiss me at the end of said period and that I have waived my rights to any statement of the charge or charges, and my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the Superintendent has observed the recall provisions of the Collective Bargaining Agreement between the Bridgewater-Raynham School Committee and the Bridgewater-Raynham Education Association.

APPENDIX F

BRIDGEWATER-RAYNHAM SUPERINTENDENT'S LETTER

The Superintendent is in receipt of your letter of (20____), requesting that you be granted an involuntary leave of absence without pay or increment as a result of layoff pursuant to the extant Collective Bargaining Agreement.

In order that you may receive the benefits of recall and in order that you may retain your status as a teacher with professional teacher status in the Bridgewater-Raynham School System during such recall period, and in the event of your recall and return to active service, and because you admit that due to economic and budgetary considerations the Superintendent has just cause for your dismissal, and in consideration of your having waived the following:

- (1) any written statement of the charge or charges of the cause or causes for which your dismissal is proposed,
- (2) any request for a hearing before the Superintendent under M.G.L., c.71, s.42;
- (3) all rights of appeal to arbitration as provided in M.G.L., c.71, s. 42;

therefore, the Superintendent expressly agrees that because of your admissions and waivers, the Superintendent shall not dismiss you effective (20____) pursuant to the provision of M.G.L., c.71., s.42, but rather has granted your request for a leave of absence without pay or increment as a result of layoff pursuant to the extant Collective Bargaining Agreement between the Bridgewater-Raynham School Committee and the Bridgewater-Raynham Education Association.

As a result of the Superintendent's having granted your request, effective (20____), you will, unless recalled and returned to active service, be on a leave of absence without pay or increment as result of layoff. At the present time, it is not anticipated that you will be recalled in the immediate future.

The Superintendent agrees that if you are returned to active service during the call period, any and all waivers and admissions to which you have agreed with respect to this initial layoff shall continue in full force and effect but shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If you are not returned to active service during the recall period, the Superintendent will dismiss you at the end of said period, and, in accordance with your waivers and admissions, there will be no requirement of any statement of charge or charges, or of any formal statutory hearings and no appeal from said dismissal decision. The Superintendent further agrees that you expressly do not waive any right you may have to contest by grievance and arbitration whether the Superintendent has observed the recall provisions of the Collective Bargaining Agreement in effect at the time of your layoff.

In the event you are not returned to active service in accordance with the recall provisions of the Collective Bargaining Agreement then, in such event, the Superintendent intends to dismiss you.

Appendix G

SLP Workload Review

1. **Review Meetings.** The parties agree that to strive for an equitable division of workload and caseload, the Bridgewater-Raynham Regional School District, through its agents, shall conduct a Review of each Speech and Language Pathologist (“SLP”) workload and case load as follows:
 - a. Prior to the start of each school year and by October 1st, March 1st and June 30th, the SLP and the SLP’s supervisor, shall meet to review and analyze the workload and caseload to determine whether the SLP’s workload and caseload is appropriate and equivalent to similarly situated SLPs in the District.
 - b. In addition to the above Reviews, an SLP or SLP’s Supervisor may request a Review as needed to assess his/her workload and caseload. The SLP may, at his/her choice, have the BREA President or a designee of the BREA President or Vice-President in attendance at this meeting.
 - c. The District shall communicate to the SLP, in writing, any changes in his/her assignment and will meet to discuss the change. If this meeting cannot be held prior to a change in caseload or workload due to extenuating circumstances, the District will hold this meeting as soon as possible. The SLP may, at his/her choice, have the BREA President or Vice-President or a designee of the BREA President or Vice-President in attendance at this meeting.
 - d. This review provision is subject to the CBA, including the grievance and arbitration procedures outlined in Article III.
2. The Association shall withdraw with prejudice its demand for arbitration, AAA No. 01-17-0000-3765.
3. The Association further agrees that it will not pursue or file in any forum any matters against the Committee or its employees or agents related to the above-referenced arbitration, including, but not limited to, any issues related to caseload or workload during the 2015-2016 school year.
4. The Association and the Committee agree that this Agreement shall not be introduced into evidence in any future proceeding involving the parties to this Agreement, except that the parties shall be allowed to offer this Agreement to enforce a term or terms of the Agreement.
5. This Agreement shall be without precedential value in any future cases or negotiations involving the Association and the Committee and shall not be deemed to constitute the establishment of a past practice. It is understood and agreed by the parties that this Agreement is not and shall not be construed as an admission or assignment of fault, wrongdoing, or violation of any contractual or other provisions, promises, or obligations by the Committee or the Association or of such conduct on behalf of their agents, officers, employees, or representatives. This Agreement is executed by the parties as a means of resolving certain disputed claims.
6. This Agreement shall be binding on the parties and may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by the Association and the Committee.
7. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

APPENDIX H

TEACHER EVALUATION

**BRIDGEWATER-RAYNHAM REGIONAL SCHOOL
DISTRICT CONTRACT LANGUAGE**



**Massachusetts Model System for
Educator Evaluation**

**Part IV: Model Collective Bargaining
Contract Language**

**Appendix C. Teacher and Caseload Educator
Contract Language**

October 2012

Ratified: 11/14/2012

Appendix C. Teacher and Caseload Educator Model Contract Language

Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Career Advancement
- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) 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 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. **Specialized Instructional Support Personnel (SISP):** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, adjustment counselors, school psychologists, speech and language pathologists, and some reading specialists, ELL 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 ELL specialists and reading specialists who teach whole classes.
- D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E. ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include,

but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- F. ***Educator(s):** Inclusive term that applies to all classroom teachers and SISP 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.
 - (a) For educators whose impact on student learning is either moderate or high, the Educator plan shall be for two years. 35.06(7)(a)(1)
 - (b) For educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact. 35.07(a)(2)
 - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least - 60 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 activities during the summer preceding the next school year.
- H. ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J. ***Evaluator:** Any person designated by a superintendent who has 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 (SISP) will have one Evaluator at any one time responsible for determining performance ratings. The classroom teacher and SISP shall be apprised of his/her evaluator at the beginning of the academic year. Each classroom teacher and SISP who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the classroom teacher and SISP serves must

review and sign the evaluation. In cases where there is no predominant assignment, the Superintendent will determine the Evaluator. The evaluator shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established. Teachers and SISP shall review a signature evaluation.

- K. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting, analysis and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; 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 of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- Q. ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2013.
- S. ***Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice. 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. **Department**

Heads “observe and report only on content” to provide supportive evidence to the teacher and primary evaluator.

- T. **Parties:** The Association and the School Committee are parties to this agreement.
- U. ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V. ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W. ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement, as determined by the DESE.
- Y. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process of using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected in July 2013.
- Z. **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i. Standard 1: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement

- iv. Standard 4: Professional Culture
- v. Attainment of Professional Practice Goal(s)
- vi. Attainment of Student Learning Goal(s)

AA) **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:

- vii. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- viii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- ix. Elements: Defines the individual components under each indicator
- x. Descriptors: Describes practice at four levels of performance for each element

BB) **Self Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.603(2) The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03(2)(b) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a)

CC) ***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. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating 603 CMR 35.08(3). 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 of Effective Teaching Practice.

DD) ***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.

EE) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d)

FF) ***Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

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

- i) Mutually agreed upon measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. Statewide growth measure(s) where available, including MCAS Student Growth Percentile (SGP) and the Massachusetts English Proficiency Assessment (MEPA) gain scores, and
 - 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 mutually agreed upon. The measures should be based on the Educator's role and responsibility.
- b) Observations and artifacts of practice including:
- i.) Unannounced observations of practice of at least 10 minutes and such length of time shall be noted in the observation write up.
 - ii) Announced observation(s) of practice of any duration. The duration of the observation should be noted in the observation write up.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- c) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
 - a. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - b. Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback, and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Superintendent.

4) Rubric

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

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training during the contractual workday 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 and input by the Association.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three (3) months of the date of hire that shall occur during the contractual workday. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input by the Association.

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within three (3) months of the start of their employment at the school.
 - ii. The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- (c) Proposed goals to pursue:
 - i. At least one goal directly related to improving the Educator's own professional practice.
 - ii. At least one goal directed related to improving student learning.

B) Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within three (3) months 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, may be team goals, which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

- C) Educator Plan Development Meetings shall be conducted as follows:
- i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may be team goals.
 - iv. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A. In the first year of practice or first year assigned to a school:
- i. The Educator shall have at least two (2) announced observation during the school year using the protocol described in section 11B, below.
 - ii. The Educator shall have at least four unannounced observations during the school year.
- B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below
 - ii. The Educator shall have at least three unannounced observations during the school year.

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

- A. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- 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 and at least one announced observation.
- 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 shall take place by November 15. Observations required by the Educator Plan should be completed by May 15th.

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

A. Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, and Walkthroughs by the Evaluator, principal, superintendent or other administrator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5-7 school days of the observation. The written feedback shall be delivered to the Educator in person, to a secured website or placed in the Educator's mailbox (or mailed to the Educator's home if there are extenuating circumstances).
- iii. Any observation or series of observations resulting in one or more of the Standards and Indicators of Effective Teaching Practice judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

B. Announced Observations

- i. All non-PTS Educators in their first three years 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, the Evaluator and Educator shall meet for a pre-observation conference. The Educator may inform the Evaluator in writing, but must review the following in the pre-observation conference: the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
 - a. 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 to 7 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be

extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 2-3 school days if possible.

- d. The Evaluator shall provide the Educator with written feedback within 5 to 7 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment.
 - b. Describe actions the Educator should take to improve his/her performance.
 - c. Identify support and/or resources the Educator may use in his/her improvement.
 - d. State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. The Evaluator and the Educator will meet before the completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, to a secured website, or to the Educator's school mailbox or home (if necessary de to extenuating circumstances).

- G. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report and the Educator's reply shall be attached to the report.
- H. The Educator shall sign the Formative Assessment report by within 5-7 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15th of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No less than two weeks before the due date (June 7) for the Formative Evaluation report the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to a secured website or to the Educator's school mailbox or home (if necessary due to extenuating circumstances).
- E. The Evaluator and the Educator will meet before the completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation report by within 5-7 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. 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.

- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- J. Should an Educator in the second year of their two year self-directed plan have a change of Evaluator during the term of their plan, the new Evaluator will meet with the Educator to review the existing plan within four to six school weeks of the change.

14) Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator no later than June 7.
- 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 evaluator shall determine the overall summative rating that the Educator receives.
- D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, to a secured website or to the Educator's school mailbox or home (if necessary due to extenuating circumstances) no later than May 15th.
- J. The Evaluator shall meet with all Educators discuss the summative evaluation. The meeting shall occur by June 10th.

- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report by June 15th or the last day of school if that date is prior to June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and when required by ESE whose impact on student learning is moderate or high, when available. 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 when required by ESE whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D. An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F. The Improvement Plan process shall include:

- i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may request that a representative of the Bridgewater-Raynham Education Association attend the meeting(s).
 - iii. If the Educator consents, the Bridgewater-Raynham Education 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), indicators, elements, and/or student learning outcomes that must be improved;
 - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii. Describe the assistance that the district will make available to the Educator;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii. Include the signatures of the Educator and Supervising Evaluator.
- H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (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) 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) 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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	<i>October 1</i>
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	<i>October 15</i>
Evaluator completes Educator Plans	<i>November 1</i>
Evaluator should complete first observation of each Educator	<i>November 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes all observations for the purpose of collecting data to be used in the Summative Evaluation Report on or before	<i>May 15</i>
Evaluator completes Summative Evaluation Report	<i>June 7</i>
Evaluator meets with all Educators	<i>June 10</i>
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	<i>June 15 or last day of school if prior to June 15</i>

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	<i>Any time during the 2-year evaluation cycle</i>
Evaluator completes all observations for the purpose of collecting data to be used in the Formative Evaluation Report or Summative Evaluation Report on or before	<i>May 15</i>
Evaluator completes Formative Evaluation Report	<i>June 7 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 10 of Year 1</i>
Evaluator completes Summative Evaluation Report	<i>June 7 of Year 2</i>
Evaluator conducts Summative Evaluation Meeting, if any	<i>June 10 of Year 2</i>
Evaluator and Educator sign Summative Evaluation Report	<i>June 15 or the last day of school if prior to June 15 of Year 2</i>

21. Career Advancement

- A) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. 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% of 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 existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to convene a committee to monitor the implementation of this Educator Evaluation System that will meet at least four times during the 2012-2013 school year. With mutual agreement, the parties will bargain changes that may be desired to refine or improve the implementation. The parties also agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator and the arbitrator concludes that there was substantial compliance with the totality of the evaluation process then no financial remedy or reinstatement shall issue.

