

AGREEMENT

BETWEEN THE

BEVERLY TEACHERS ASSOCIATION

AND

BEVERLY SCHOOL COMMITTEE

UNIT A

September 1, 2021 - August 31, 2024

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this first day of September, 2017 by the School Committee of the City of Beverly (hereinafter sometimes referred to as the Committee) and the Beverly Teachers Association (hereinafter referred to as the Association).

(WITNESSETH)

WHEREAS, this Agreement recognizes that it is the mutual prime purpose of the Committee and the Association and its members to provide education of the highest possible quality for the children of Beverly and that good morale within the teaching staff of Beverly is essential to achievement of that purpose; and

WHEREAS, it is the duty of the parties of this Agreement to confer in good faith with respect to wages, hours and other conditions of employment, to bargain collectively and to execute a written contract incorporating any agreement reached;

NOW THEREFORE, in consideration of the mutual promise and agreements herein contained, the parties mutually agree as follows:

ARTICLE I - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Unit A Members, also including, but not limited to, library media specialists, counselors, psychologists, vocational teachers, rehabilitation specialists, team chairpersons, and nurses.

ARTICLE II - RIGHTS OF THE COMMITTEE

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee and/or the Superintendent under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee and/or the Superintendent retain those rights, powers, and duties it now has or may be granted or have conferred upon it by the law unless modified or changed by this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

1. **DEFINITION.** For the purpose of this Agreement, a grievance shall be defined as a complaint by an employee in the unit covered by this Agreement which involves an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement.
2. **PURPOSE.** The purpose of the procedure set forth hereinafter is to produce the prompt and equitable solution to those problems which from time to time arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, however documented, at the procedural level involved.
3. **PROCEDURE.**
 - A. **LEVEL ONE:** An employee with a grievance will present it to his/her school principal. In the event that the employee is not directly responsible to an individual principal, then he/she will present it to his/her immediate supervisor.
 - B. **LEVEL TWO:** If at the end of five (5) school days next following such presentation the grievance is not resolved to the satisfaction of the grievant, the employee and a representative of the Association may within five (5) school days thereafter present the grievance in writing to the Superintendent, who shall meet to discuss the grievance with the employee, and the President of the Association or his/her designee, within five (5) school days after receipt of the written grievance. The written grievance shall set forth the facts relied upon, the section of the agreement allegedly being violated; the remedy sought and shall be signed by the grieving teacher.

- C. LEVEL THREE: If, at the end of five (5) school days next following the meeting with the Superintendent, the grievance is not resolved to the satisfaction of the grievant, the employee may within five (5) school days thereafter present the grievance in writing to the Committee, which shall hear the grievance within ten (10) school days after the presentation of the grievance. The aggrieved employee, authorized representative of the Association, and other persons deemed necessary for the proper presentation of the said grievance shall have the right to be present and heard.
- D. LEVEL FOUR: If the grievance is not resolved to the satisfaction of the employee and the Association within ten (10) school days after the meeting with the Committee, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may within ten (10) school days submit the grievance to the American Arbitration Association for binding arbitration in accordance with the Voluntary Labor Arbitration Rules then in effect. The expenses of such arbitration shall be shared equally by the Committee and the Association. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement.

Subject to the foregoing and pursuant to G.L.C. 150C, the decision of the arbitrator shall be final and binding upon the Committee and the Association, and the aggrieved employee.

4. GENERAL.

- A. If at the end of twelve (12) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the above Section.
- B. No employee covered by this Contract shall present any grievance without representation by the Association. Representation by the Association shall be provided non-members as well as members of the Association without discrimination.
- C. No written communication, other document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Beverly for any employee involved in representing the aggrieved employee in such grievance.
- D. Any grievance involving the application or interpretation of this Contract which involves a whole group of employees may be instituted by the Association at Level Two.
- E. The committee shall have a similar grievance procedure available to them at all levels.
- F. Decisions rendered at all Levels above Level One will be in writing, and shall set forth the decision and reasons therefore.
- G. The time limits set forth above may be extended by mutual consent.

ARTICLE IV - COMPENSATION

1. GENERAL.

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

2. CREDIT FOR PRIOR TEACHING EXPERIENCE.

- A. The Superintendent, in placing new members on the salary schedule, may grant, in his/her discretion, credit for prior appropriate and comparable experience or prior related experience in business, trade, or profession. The denial of any such credit shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. Teachers with or without prior full-time teaching experience who have been substituting in the same or

comparable position for which they are being hired will be allowed one year of credit on the salary schedule for the year of such substituting experience provided they have taught ninety (90) or more days in such position continually for the year of such substituting experience.

3. MILITARY LEAVE.

Employees should contact the Human Resources Department for information regarding military leave.

4. SALARY PAYMENTS.

- A. All members shall receive their pay through direct deposit. An employee may provide a voided check or a written statement from the employee's bank with the required bank routing information and employee account number to facilitate direct deposit implementation.
- B. The Committee may provide members with electronic pay advices in lieu of paper paystubs. W-2 forms will be provided to employees in hard copy.
- C. Members shall receive 1/26 of their contracted salary for each of the first 21 payments. The final payment, including all payments of summer vacation period, shall be made payable on June 30th.
- D. When the scheduled payday Thursday occurs on a holiday, payment shall be made on the preceding day. When the payday shall be during a school vacation period, the payment shall be made available on the day due in the Superintendent's Office in the afternoon.

5. STEP ADVANCEMENT.

To advance a step, employees covered by this Agreement must have worked a minimum of 125 days in the prior work year.

6. LONGEVITY.

An employee represented by Unit A shall receive the following longevity stipends for consecutive years of service in the Beverly Public Schools in Unit A and prior consecutive service in a position in Beverly Public Schools Unit C and/or Unit B:

\$750 each year from the beginning of the twenty-first (21st) year through the end of the twenty-fifth (25th) year of service;

\$1,250 each year from the beginning of the twenty-sixth (26th) year through the end of the thirtieth (30th) year of service; and

\$2,000 beginning with the thirty-first (31st) year of service each year through the conclusion of the member's service in the Beverly Public Schools.

Years of service shall be calculated in the same manner as Article XXII Section 2. B. 2).

Longevity payments shall be made to eligible employees in December for service completed in the prior work year, which said year shall constitute at least the employee's 20th year of service, at least the employee's 25th year of service, and at least the employee's 30th year of service. Employees must be employed in Unit A at the time the longevity payment is paid to receive the longevity payment.

7. PROFESSIONAL GROWTH STIPEND.

Each full-time unit member in the service of the Beverly Public Schools during the 2020 - 2021 school year shall receive a professional growth stipend of five hundred dollars (\$500) to be paid in December 2021. Employees who were employed for less than the full school year or who worked part-time shall receive a prorated stipend. Employees must be employed in Unit A at the time the stipend is paid to receive this one-time professional growth stipend.

8. INTERIM STIPEND COMPENSATION AGREEMENTS.

All stipends on which the parties reach agreement during the term of this Agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents and the stipend shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is signed.

9. PAYMENT OF STIPENDS.

Except as otherwise provided in this agreement, all stipends, with the exception of those listed below, will be paid in equal installments. The first installment will be paid in the first December paycheck and the second in the first check in June. Exceptions: BHS Teach 6th 1st semester stipend will be paid in full in December; BHS Teach 6th 2nd Semester stipend, Equity Coordinator, and First-Year Mentor stipends will be paid in full in the first June paycheck.

ARTICLE V - CLASS SIZE

Class sizes of pupils are to be governed by the following considerations:

- A. The subject matter, the school level, and what is deemed to be the most efficient class size by national or state authorities in that area of curriculum.
- B. Availability of suitable teachers.
- C. Availability of classroom space.
- D. That a sufficient number of students are enrolled in the total course or a school or grade within a school that would allow the forming of another class of sufficient size to be justified economically.
- E. That a reduction of a class size is possible by the transfer of pupils to a school in an adjacent school district.
- F. The Association shall have the right to discuss with the Committee (or at the option of the Committee, an ad hoc sub-committee thereof) an appropriate class size for the case in question.
- G. The number of pupils shall not exceed the number of pupil stations.
- H. Notwithstanding the prior section, no over enrollment shall be made to Career and Technical Education (CTE) courses without approval of the Director of College and Career Readiness.

ARTICLE VI - TEACHING CONDITIONS

1. CLASS LOAD.

- A. No teacher in the high school shall be required to teach more than five (5) 84-minute classes per semester. No teacher in the middle schools shall be required to teach more than five(5) periods per day. The Parties understand that the Committee may change the schedules in the High School and/or Middle School during the term of this Agreement, and the Parties agree to meet to bargain the impacts of any such change(s).
- B. The teaching load of any or all teachers may be reviewed by the Association, and if considered unreasonable in any instance, it may be brought to the attention of the Committee through the grievance procedure.
- C. Unit members at the secondary level may volunteer to teach one additional class subject to the following:
 - (1) To be eligible a teacher must have good references and must have completed teaching one full school year in Beverly.
 - (2) There will be no more than forty-five (45) teachers participating in the voluntary six-period teaching

program.

(3) No teacher will be laid off within the department and/or a position within the department eliminated as a result of these assignments.

(4) The Superintendent and the Principal will consult with the Association President relative to applicants for these positions.

(5) The compensation for teaching an additional class (equivalent of a five-credit course) at the secondary schools shall be as follows:

	High School		Middle School	
	Member receives step increase	Member at maximum step	Member receives step increase	Member at maximum step
	\$6,500	\$8,500	\$6,500	\$8,500

Rates of compensation are based upon school schedules remaining the same as that described in VI 1 - A.

D. Effective September 1, 2018, classroom teachers at the secondary level will not be assigned more than four (4) different courses in any one semester except in extraordinary circumstances as determined by the Superintendent of Schools. Notwithstanding the previous sentence, special education teachers, specialist teachers, and foreign language teachers may be assigned more than four different courses and may be required to teach at more than four levels, and High School teachers who volunteer to *Teach Six* pursuant to Article VI, Section 1 C (5), may have more than four different courses. Advisory in the Middle School and High School does not count as a course, and Middle School Enrichment does not count as a course. For purposes of this Section, a "course" in the High School is identified in the "program of studies" by a course number.

2. PREPARATION TIME.

A. SECONDARY. Each teacher in the secondary schools shall have five (5) unassigned periods per week for the preparation of teaching.

B. ELEMENTARY.

(1) Elementary teachers shall not be required to remain in the room while a special teacher or supervisor is in the classroom except to the extent necessary to insure continuity of follow-up instruction.

(2) In the event classroom sessions involving more than one (1) classroom are scheduled by the administration or by a teacher with the approval of his/her principal, the elementary teachers of the various classrooms involved who are not participating in the exercise shall not, except as hereinafter provided, be required to attend but may utilize said time in their own classroom, unless another location is authorized by the principal, for the preparation of teaching. Anything contained herein to the contrary notwithstanding, classroom teachers who would otherwise be entitled to preparation time as hereinbefore provided may be required to attend a group session so as to insure proper student supervision or continuity of follow-up instruction.

Elementary teachers shall receive a daily preparation period of 45 consecutive minutes. All preparation time received in accordance with Article VI 2B 1 and 2 shall apply against the aforementioned.

3. ADVISORY AND MIDDLE SCHOOL ENRICHMENT

A. Middle School Advisory

Middle school teachers will be assigned one advisory group. The principal will create procedures for assigning Unit A members to advisory groups.

The district will provide lessons and all accompanying materials to all members assigned to an advisory group no less than two school days prior to the period. Teachers will be provided an agenda which they can choose to follow. The agenda and resources are provided by the school. The most important goal is for teachers to establish a relationship with students. The advisory program will address school wide programs for prosocial skill development, college and career readiness, safety, and any other like school wide student program.

B. Middle School Enrichment

Enrichment is designed as an opportunity for students to access the curriculum through activities that reinforce, enrich or support the daily content. These activities will be designed by teachers. Students will be assigned to groups according to the selection process designed by the administration.

C. High School Advisory Program

High school teachers will be assigned one advisory group. The principal will create procedures for assigning Unit A members to advisory groups. When possible, students will be scheduled with the same advisory teacher for the years they are enrolled in high school. Advisory sessions will generally be held once a week for 30 minutes. Advisory teachers will not assign grades.

The district will provide lessons and all accompanying materials to all members assigned to an advisory group no less than two school days prior to the period. Teachers will be provided an agenda which they can choose to follow. The agenda and resources are provided by the school. The most important goal is for teachers to establish a relationship with students. The advisory program will address school wide programs for prosocial skill development, college and career readiness, safety, and any other school wide student program.

4. ATTENDANCE REPORTS.

The Committee recognizes the fact that the keeping of attendance registers and the making of monthly, semi-annual, and annual attendance reports is an administrative responsibility rather than the responsibility of a classroom teacher. Teachers are responsible to report absences, tardiness, and dismissals to the properly designated authority.

5. SUPERVISION.

- A. Teachers may be required to share in the administrative duties of the school such as the supervision of pupils passing in corridors, fire drills, arrivals, dismissals, bus arrivals/departure, recess, playground supervision, study periods, and assemblies. In the event of an emergency, the principal shall have the right to temporarily assign additional administrative duties.
- B. Absent unusual circumstances, at the elementary schools, all specialists (art, music, physical education, library, school adjustment counselors, speech therapy assistants, certified occupational therapy associates, physical therapy assistants, reading teachers and title one teachers) and learning center teachers will be assigned on a daily basis, morning or afternoon duties. After the assignment of the specialists, classroom and learning center teachers may be assigned said duties on a rotating basis. Major concerns about the operation of this provision will be addressed by the Superintendent and the Association President.
- C. At the middle school level, all teachers are assigned to morning and afternoon duties as well as lunchroom and detention supervision. At the high school level, duties include monitoring entrances to the school as well as supervision of academic labs (study halls), the cafeteria, and in-school suspension.

6. LEAVING BUILDING.

Members will be allowed to leave their respective buildings with the permission of the principal.

7. SUBSTITUTES.

Whenever possible, a substitute will be hired for a classroom teacher or nurse who is absent. This provision shall apply to all specialized personnel working with more than one pupil at a time.

8. STUDENT EFFICACY PROGRAM.

Beginning in the 1999-2000 school year, commencing with the High School and continuing thereafter in the Middle and Elementary Schools, students at risk of academic failure (goal of 150 high school students in year one) will be identified and assigned a teacher/mentor. Each certified staff member will be assigned no more than three students for this long-term "academic success" mentoring program. Training will be made available to the staff.

9. SUBMISSION OF GRADES

The Administration and the Association will meet annually to determine deadlines for submission of grades.

10. SPECIAL EDUCATION PROGRESS REPORTS

Special Education progress reports shall be submitted by educators at least two (2) school days prior to the submission of grades.

11. TEACHING FELLOWS

Graduate teaching Fellows in the Beverly Public Schools are engaged solely to support but not to replace bargaining unit members.

ARTICLE VII - FACILITIES AND SUPPLIES

1. Adequate facilities for lunch shall be provided in each school.

2. Each school shall have a workroom for members. Minimum equipment shall include a work table, chairs, and ready access to computers and printers. A review of necessary equipment shall be made annually.

3. Adequate heat and light shall be provided in classrooms. Adequate custodial care shall be provided.

4. Schools shall be properly equipped. A review of equipment deemed adequate shall be considered annually at the time of budget preparation.

5. Adequate supplies shall be made available to members throughout the year in accordance with previous budget approval.

6. HEALTH AND SAFETY.

A system-wide Health and Safety Committee will be established consisting of 12 people, 4 appointed by the Superintendent, 4 appointed by the President of the Association, and 4 parents appointed by the school site councils. This committee will establish its own procedures for assuring compliance with regulations, investigating health and safety issues brought to its attention, and making recommendations on health and safety issues on its own behalf or as a result of an issue brought to its attention by someone else.

7. LAPTOP INSURANCE

The District will insure or self-insure District laptops issued to employees against damage from the employee's normal use.

ARTICLE VIII- WORK DAY AND WORK YEAR

1. WORKDAY.

- A. These times shall be modified pursuant to the provisions specified in Sections 1 (B) through 1 (I) of this Article. The starting and ending times for students are as follows:

Preschool	8:15 A.M. 2:30 P.M.
Elementary School	7:50 A.M. 2:00 P.M.
Middle School	8:45 A.M. 3:00 P.M.
High School	8:15 A.M. 2:33 P.M.

- B. Student starting and stopping time schedules for each building shall be announced ninety (90) days prior to the opening of school each year, except in cases of emergency or to meet the requirements of the Massachusetts Board of Education or as hereinafter provided.
- C. The Committee shall have the right, in its discretion, to modify at any time the aforementioned starting and dismissal times for students, provided, however, that no such change will increase the total number of hours in the member's workday beyond that required in Article VIII, Section 1 A, C, D, F, G, H, and I, and, provided further, that the aforementioned starting and dismissal times for students may not be changed more than thirty (30) minutes earlier or thirty (30) minutes later. The Committee may change the starting and dismissal times for students, as such change, however, the Committee will meet to discuss the matter with the Association, but the final decision to change the starting and dismissal time for the students will be solely that of the Committee.

The provisos contained in this paragraph shall not be applicable to any changes made in case of emergency or to meet the requirements of the Massachusetts Board of Education.

- D. The school day for Unit A members will begin fifteen (15) minutes before the aforesaid student starting times, or any new starting times established by the Committee, as aforementioned, and will end fifteen (15) minutes after the aforesaid dismissal times, or any new dismissal times established by the Committee, as aforementioned, except for Fridays or the day before a holiday which shall end five (5) minutes after the aforesaid dismissal times or any new dismissal times established by the Committee, provided, however, that no such change will increase the total number of hours in the teacher's workday beyond that required in Article VIII, Section 1 A, C, D, F, G, H, and I.
- E. All members shall be allowed at least thirty (30) minutes for lunch, duty free between the hours of 10:45A.M. and 1:30 P.M.
- F. Middle and High School teachers shall be available for make-up work, additional instruction, or for parent conferences by appointment for thirty (30) minutes beyond the aforementioned dismissal times two (2) afternoons per week or for 30 minutes beyond the aforementioned dismissal time one (1) afternoon per week and thirty (30) minutes prior to the start of the teacher work day for one (1) morning per week. Each teacher shall make his/her principal or assistant principal aware of his/her preference of afternoon schedule. Teachers should initiate and encourage their students to take advantage of such afternoon sessions.
- G. Members shall not be required to attend more than twenty-eight (28) hours per year outside of the contractual work day to be used at the discretion of the principal and faculty through the collaborative decision making process for professional activities such as, but not limited to, meetings, professional development, collaboration time, PLCs, with each such professional activity not exceeding one and one-half (1.5) hours in length per day. Extended meeting times (1.5 hours) will be clearly labeled as "Extended Meeting" on each school's meeting calendar. For meetings scheduled to exceed one (1) hour in length, four (4) weeks prior notice shall be provided. In the absence of an agreement, the

Association President and the Superintendent will determine the schedule. There will be a maximum of three (3) evening events per year not to exceed two (2) hours per function.

- H. All teachers will be required on a roster basis to supervise detention periods in schools where detention is held.

2. WORK YEAR.

- A. The work year for members shall be 184 days which shall include a maximum of 180 days when students are in attendance except that more days shall be required should the Massachusetts Board of Education increase the number of required school days. At least two (2) days shall be professional development days. The school calendar shall include a reasonable number of days beyond those required for emergencies.
 - 1. When Labor Day falls on September 3, 4, 5, 6, or 7, the first student day will be scheduled during the week prior to the holiday. No Unit A Member or student day will take place on the Friday prior to the Labor Day holiday.
 - 2. When Labor Day falls on September 1 or 2, the first student day will be scheduled during the week of the holiday.
- B. Guidance Counselors shall work an additional ten (10) days beyond the regular Unit A Member work year. Said days shall be the three (3) days immediately following and five (5) days immediately preceding the member work year and two (2) days during the summer mutually agreed upon. High School Guidance Counselors may also be scheduled to work an additional five (5) consecutive days for a total of fifteen (15) days, which will be worked during the summer months, based upon a mutually agreeable schedule. School Adjustment Counselors, Team Chairpersons and Psychologists may be required to work up to ten (10) days beyond the regular member work year. Said days shall be the five (5) work days immediately preceding and the five (5) workdays immediately following the Unit A Member work year, unless otherwise mutually agreed upon by the Principal and the counselor or chairperson involved. Payments for said additional days shall be on a per diem basis, subject to the provisions of Appendix A.
- C. It shall be understood that the period of employment for personnel served by the Contract shall be between the first Unit A Member work day and June 30, except as otherwise specified in Article VIII, Section 2 B.
- D. Beginning with the 2021-2022 school year, the first two (2) non-instructional workdays will be held from 8:00 a.m. to 2:45 p.m. Both of these days will include 30 minutes for lunch. One of these two (2) days shall include no less than 45 minutes of uninterrupted teacher prep time. The other day shall include three hours of teacher prep time, which time may, if the administration wishes, be divided into two (2) uninterrupted 90-minute blocks.

The remaining two (2) embedded professional development days will be held from 8 a.m. to 1 p.m. with no lunch and a 15-minute break.

E. PART-TIME UNIT MEMBERS

Teaching time, preparation time and other building obligations of part-time unit members shall be contiguously scheduled when possible. By September 15, part time staff shall be notified of the meetings and other after school obligations they will be required to attend through the end of the school year. Part-time personnel will be provided with two (2) weeks' prior notice of meetings that they are required to attend. Part-time personnel will be expected to fulfill their professional obligations in proportion to their part-time status. Sick leave and personal leave benefits will be pro-rated in proportion to part-time status.

3. JOB SHARING

Proposals from personnel who are interested in sharing a job must be submitted annually to the Superintendent no later than February 15 of the school year preceding the school year in which the job share is to be implemented. Only one (1) unit member shall be eligible to receive full health care benefits at their regular contributory rate. The Superintendent will notify the applicants for a job share on or before March 15 if the proposal has been approved.

The Superintendent and the building principal will fairly consider the following factors in assessing the job share proposal:

The educational and emotional needs of the students at the grade level;
The circumstances of the personnel involved; and
The nature of the instructional program.

A job-sharing position consists of a team of two (2) unit members each of whom has taught for at least three (3) years and has agreed to share a full-time position. The unit members sharing the position must possess the appropriate certification for the position being shared.

Days and hours worked will be negotiated by the members with the building principal. The agreement will be placed in writing and shared with the Association President.

The two (2) unit members shall engage in communication regarding lesson planning and activities as well as ongoing professional duties such as grading and evaluating students and preparing report cards.

The unit members shall jointly schedule and attend parent conferences. They shall share responsibility for Staff and IEP meetings in proportion to their days and hours worked.

Personal illness, family illness, and personal days will be allotted to each member in proportion to their days and hours worked.

Each unit member will receive salary credit and longevity credit for each year of job-sharing according to Appendix A of this Collective Bargaining Agreement. Job-sharing unit members are subject to all the terms and conditions of the collective bargaining agreement not otherwise modified in this section.

The job share partnership is subject to annual review. Job sharing agreements end at the end of a work year. No changes in the arrangement shall be permitted during the school year. If an unanticipated extended illness, a resignation, or a leave of absence occurs in the case of one job-share partner, however, the remaining partner shall have the first option to assume the full-time position. In the event that the partner does not choose the full-time option, a permanent substitute shall be hired to complete the job-sharing term.

Upon the termination of a job-sharing agreement, the unit member(s) shall be assigned to a comparable position for which the employee is licensed. Nothing in this Section shall prevent a reduction in force. If a position is reduced, the job-share unit members shall be afforded the same rights as other unit members pursuant to the Reduction in Force Article of this collective bargaining agreement.

ARTICLE IX - LEAVE OF ABSENCE WITH PAY

1. SICK LEAVE.

- A. A member shall be granted up to fifteen (15) days sick leave per year for personal illness/injury. Members will be permitted to use five days per year to be deducted from sick leave for illness in the immediate family. For purposes of this Article "immediate family" shall be defined as the employee's child, parent, spouse, or domestic partner, and any person residing in the employee's household. In extraordinary circumstances, the Superintendent, in his/her discretion, may permit a member to use sick leave for illness of an individual not included in the definition of "immediate family." A member who has not used the family illness days may accumulate up to fifteen sick leave days for use for this purpose. All said family illness days will be deducted from sick leave. A family leave form will be completed within five days of the leave. The fifteen (15) sick leave days shall be available at the commencement of each year subject to the following conditions:

- (1) A member who uses said fifteen (15) sick leave days or any portion thereof and does not return to the system:

The member shall repay to the Committee an amount equal to the amount of sick leave pay used which the member would not otherwise have been entitled to use were the fifteen (15) sick leave days per year accrued at the rate of 1 1/2 days per month of active employment, provided that there shall be deducted from this amount any accumulated sick leave (hereinafter called "excess sick leave").

- (2) Member returns to system same school year in which excess sick leave taken:

Amount of excess sick leave at the end of year, if any, to be deducted from following year's yearly grant.

- (3) Member returns in subsequent school year:

Member may accrue sick leave at rate of 1 1/2 days per month of active employment up to the difference between fifteen (15) and the amount of excess sick leave taken.

- B. Unused sick leave shall be cumulative up to one hundred eighty (180) sick leave days.
- C. Personal illness in excess of five (5) consecutive days must be verified by a written statement by a physician filed with the Superintendent if he/she desires.
- D. Sick leave shall be counted only for days when members are required to be present for work.
- E. If a member is absent for reason of illness before and/or after a holiday or vacation, a doctor's certificate verifying the illness may be required by the Superintendent before payment is made for this absence.
- F. Members will be notified of the number of accumulated sick leave days upon request by the member.
- G. Sick Leave Bank.
1. A sick leave bank will be established for use by members with professional teacher status who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.
 2. The maximum number of days in the Sick Leave Bank shall be five hundred (500) and the minimum number of days shall be one hundred fifty (150). When the number falls below one hundred fifty (150) days, all unit members with professional teacher status will donate one (1) day. If the number of days remaining in the Sick Leave Bank falls below one hundred fifty (150) days again in the same school year, unit members who have accumulated the maximum number of sick days will each be asked to contribute up to five (5) days in order to replenish the Bank. The Association will manage the voluntary donations and report the results to the Director of Information and Human Resources. Sick Leave Bank days unused in one school year shall be carried over to the next school year.
 3. The Sick Leave Bank shall be administered by a Sick Leave Bank Board consisting of four members. Two members will be designated by the School Committee to serve at its pleasure, and two members shall be designated by the Association to serve at its pleasure. Award of benefits from the bank require a majority vote of the full Board. In the event of a tie vote, the Sick Leave Bank Board will agree upon a fifth person to break the tie. If the parties cannot agree, the Association and the Committee will draw lots to determine which party will select the tie breaker.
 4. Any initial grant of sick leave by the Board shall not exceed thirty (30) days. If need continues, reapplication to the Board may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Board to any individual for a single illness or accident. The Board agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Bank have been exhausted. Such situations will be brought to the attention of the

Board by The Association only, whereupon the Board may authorize up to an additional ninety (90) Sick Leave Bank days.

5. A member who has received a grant from the Sick Leave Bank will, upon her/his return to regular teaching duties, receive five (5) sick leave days from the bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the bank on the last day of school.
 6. Subject to the provisions of this Article the Board shall utilize the following criteria in administering the bank and in determining eligibility and amount of leave:
 - a. Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Board. The Sick Leave Bank Board may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.
 - b. Access to the bank may be barred because of the history of prior usage of annual and accumulated sick leave.
 7. The decision of the Sick Leave Bank Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.
- H. In addition, the member may be entitled to a twelve (12) week FMLA leave of absence relating to the birth or adoption of a child which will run concurrently with the eight (8) week leave of absence.

2. BEREAVEMENT LEAVE.

- A. A member shall be granted up to five (5) days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the teacher is living.
- B. An absence of up to three (3) days shall be granted for the purpose of attending the funeral of a teacher's grandchild, grandparent, aunt, uncle, niece, nephew, first-cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law.
- C. An additional bereavement day may be granted upon approval of the Superintendent to attend the funeral of a close friend.

3. PERSONAL LEAVE.

- A. Members shall be granted two (2) days of personal leave per year for imperative personal business, which could not effectively be conducted outside of school hours. Personal leave may not be used for the purpose of extending holidays, long weekends, or vacation except with the approval of the Superintendent. Members requesting personal leave shall execute a form, provided by the Committee, in the form attached hereto as Exhibit A.

IEP meetings for a member's child are not an illness for the purposes of using a paid sick day for illness in the member's immediate family. However, IEP meetings could be covered under paid personal leave if the employee has any paid personal leave available. Paid personal leave days are for imperative personal business, which could not effectively be conducted outside school hours. If less than a full personal day is needed for attendance at the IEP meeting, it shall be recorded at a minimum of two (2) hours.

- B. Unused personal days will be rolled over automatically into the unit member's sick leave accumulation unless the unit member is eligible for the following benefit. The unit member who uses two (2) days or less of any combination of personal leave days and sick leave days has the option to be compensated in the following manner for the non-use:

0 Days	\$500.00
1 Day	\$400.00

2 Days

\$300.00

This section includes use of a day or days taken under the provision of Section 5 of this Article for the purpose of attending a wedding as granted by the Superintendent; any such day or days will count as personal leave days taken under this Section 3.

In order to access this benefit, a unit member must apply on the form in Exhibit B by the last work day of the school year. Payment will be issued in the third paycheck of the subsequent school year or, in the case of a resignation, termination or retirement will be issued no later than the subsequent August 20th.

No unit member may take a personal day during the first two (2) weeks of the school year or from the first day after April vacation to the end of the school year without permission of the Superintendent or their designee. The unit member must provide notice of at least two (2) school days, except in case of an emergency, and the unit member shall state the reason of said emergency.

Section 3 B. shall expire on August 31, 2024.

4. PROFESSIONAL LEAVE.

- A. The parties recognize the desirability of teachers' attendance at professional meetings. To encourage such attendance, the Committee agrees to allow a total of at least thirty (30) days leave with pay equally divided between elementary and secondary teachers in so far as possible, for the purpose of attending county, state, or national conventions. Teachers attending shall be approved by the Superintendent.
- B. Members shall be reimbursed at 2011 City of Beverly mileage rate if they use their own automobiles for transportation to such meetings.
- C. A total of thirty (30) days leave with pay shall likewise be allowed for the purpose of visiting other schools to observe noteworthy programs of instruction. The Superintendent may, at his discretion, grant additional days for the foregoing purpose.
- D. Any member granted leave and/or transportation shall make a written report about the meeting to the Superintendent.

5. OTHER LEAVES.

A member shall be granted one (1) day leave with pay for any of the following compelling causes of each occasion:

- A. Summons to court as a witness, provided Committee or the members thereof are not adverse parties in the litigation.
- B. Attendance at the marriage of a son, daughter, brother, sister, mother or father.
- C. Attendance at summer school when the summer session begins prior to the closing of school in Beverly.
- D. Any other reason approved by the Superintendent.
- E. Should the Superintendent feel that an individual is abusing leave under this provision, he/she may request that the individual meet with him/her to discuss the leave usage. The Superintendent shall state in writing the reasons for believing there is an abuse. Should the individual be found to abuse the leave, that individual could be subject to progressive discipline consistent with the just cause provisions.

6. MILITARY - ACTIVE RESERVE.

Any member who must be absent from school to fulfill military obligations because of membership in an active reserve unit, provided his unit is ordered out for duty, shall be paid for the first fifteen (15) calendar days of such leave the difference, if any between the amount of pay received from the government and the earnings the member would have received for said fifteen (15) day period and such time shall not be counted as sick leave or personal leave. If such leave is granted for over fifteen (15) calendar days, no pay shall be given for leave after the first fifteen (15) days.

7. OTHER LEAVE PROVISIONS.

A. DEDUCTIONS.

No deductions from salary or leave will be made because of unavoidable tardiness.

B. NOTIFICATION.

Whenever possible, all requests for leave as provided in Sections 2, 3, and 5, shall be made in advance and shall have been approved by the Superintendent before the day or days of absence and such approval shall not be unreasonably denied.

8. WORKER'S COMPENSATION.

Bargaining unit members will be covered by worker's compensation.

ARTICLE X - LEAVE OF ABSENCE WITHOUT PAY

1. PARENTAL LEAVE.

A. LEAVE NOT EXCEEDING 8 WEEKS

Pursuant to M.G.L. chapter 149 Section 105D, an employee who has completed three (3) consecutive months of full-time employment shall be entitled to eight (8) weeks of parental leave for the purpose of: giving birth, or (b) placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee, provided, however, that any two employees of the Beverly Public Schools shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The employee shall give notice to the Building Principal and to the Human Resources Director of the employee's anticipated date of departure and the employee's intention to return. Such notice shall be provided at least two (2) weeks prior to the anticipated date of departure or as soon as practicable if the delay in providing notice is for reasons beyond the employee's control.

The Human Resources Director will grant parental leave for eligible employees upon application by the employee and will confirm in writing the approved dates of parental leave.

The pregnant employee may continue to work until such time as she is physically disabled from working. The Human Resources Director may require the member to produce medical certification of disability. The employee who has given birth may return to work as soon as she is no longer physically disabled from working. The Human Resources Director may require the member to produce medical certification for the period of disability.

Parental leave commences at the time of the birth of a child or the placement of the child for adoption and is in effect for the eight (8) consecutive calendar weeks (not school weeks) immediately following the birth/placement of the child. Parental leave is unpaid; however, a female employee who has given birth to the child may use her accumulated sick leave to cover absences for incapacity as a result of childbirth and recovery from childbirth, and the non-birth parent may use up to fifteen (15) days of his/her accrued family illness days to cover his/her absences on consecutive work days during the parental leave period commencing with the date of birth or placement of the child for adoption with the non-birth parent.

The following scenarios are provided as examples of the use of sick leave by the birth mother:

1. If the birth mother's parental leave commences on December 1st, the eight (8) week parental leave period would end eight calendar weeks later, even though the winter vacation and Martin Luther King Jr. holiday take place during that period. This employee may use her accrued sick days to cover her absences for the period of her incapacity and recovery from childbirth during her parental leave.
2. If the birth mother's parental leave commences on June 1st, she can use her accrued sick days to cover her absences for the period of her incapacity and recovery from childbirth only for the work days between June 1st and the last day of work for teachers in June. The remaining approximately five weeks of parental leave would take place during the summer recess period and cannot be carried over to the next school year.

The following scenarios are provided as examples of the use of family illness days by the non-birth parent:

1. If the non-birth parent's parental leave commences on December 1st, the date of birth of his/her child or placement of the child for adoption with the non-birth parent, the eight (8) week parental leave period would end eight calendar weeks later, even though the winter vacation and Martin Luther King Jr. holiday take place during that period. The non-birth parent may use his/her accrued family illness days, not to exceed 15 days, to cover his/her absences on consecutive work days commencing on December 1st.
2. If the non-birth parent's parental leave commences on June 1st, the date of birth of his/her child or placement of the child for adoption with the non-birth parent, the non-birth parent may use accrued family illness days, not to exceed 15 days, to cover his/her absences for the consecutive work days between June 1st and the last day of work for teachers in June. The remaining approximately five weeks of parental leave would take place during the summer recess period and cannot be carried over to the next school year.

During the period of parental leave, health benefits shall be continued and the employee on parental leave shall be responsible for her/his portion of the premiums for such health benefits.

Upon the expiration of parental leave, the employee is entitled to return to the same or a similar position without loss of benefits under the contract for which the employee was eligible on the day the employee's leave commenced, subject to the exceptions in M.G.L. Chapter 149 Section 105D, however, such leave will not prevent the layoff of the teacher with professional teacher status or the nonrenewal of a teacher without professional teacher status.

B. LEAVE IN EXCESS OF EIGHT WEEKS.

Leaves for the purpose of giving birth and raising his/her child in excess of eight (8) weeks duration (hereinafter sometimes called extended leave) shall be subject to the following terms and conditions:

1. Request for such leave shall be addressed to the Superintendent in writing and shall state the purpose of the leave, the date of its commencement and the date of the member's return. The request shall be made, except in cases of emergency, at least forty-five (45) days prior to the date of commencement of the requested leave.
2. The leave shall be without pay, increment or credits towards tenure.
3. All benefits to which a member was entitled at the time his/her leave of absence commenced shall be restored upon his/her return.
4. The member upon return from his/her requested leave, as hereinafter provided, will be assigned to the same position held prior to such leave, if available, or if not, to a substantially

equivalent position, if available, provided, however, that the Superintendent shall not be required to restore a member on extended leave to her previous or a substantially equivalent position if other member of equal length of service and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such extended leave, or if an actual decrease in the number of pupils in the schools of the City renders such action inadvisable, or if the member did not have professional teacher status at the time her/his leave commenced and the Superintendent/ Principal non-renews her/him.

5. In no event shall extended leave be more than twenty-four (24) months from the date of commencement. A member on extended parental leave shall return to his/her assignment at the beginning of an academic term, after a school vacation, or at the beginning of the next school year following that leave. In any event, written notice must be given to the Superintendent no later than four (4) weeks prior to the date of return.
6. The member shall set forth the date of his/her return to work (commencement of which year) in his/her request for leave. Such date may be changed by the member, subject to the provisions of this parental leave section, in the following circumstances and subject to the following conditions:
 - a. Change to September 1 of the year following September 1 of year originally requested: Written notice shall be given to the Superintendent by March 15th prior to the original date of return to work.
 - b. Change to September 1 of year preceding September 1 of year originally requested. Written notice shall be given to the Superintendent by March 15th prior to the commencement of the school year in which the member now seeks to return. The allowance of such change shall be at the discretion of the Committee.

C. ADDITIONAL TERMS AND CONDITIONS. (Applicable to Extended Leaves and Leave not Exceeding Eight Weeks, except as provided otherwise.)

- i. The Superintendent may require the member to produce medical certification that she is physically able to resume her work before returning to work.
- ii. The Superintendent in his/her discretion may allow a member to return to work at a time other than the times hereinbefore provided.
- iii. A member who is absent on leave as hereinbefore provided shall not be denied the right to advance on the salary schedule on the basis of such leave alone; provided the leave does not exceed sixty (60) school days in the school year preceding the year the member would otherwise have been eligible to have advanced on the salary schedule.
- iv. A member shall not be allowed to take "extended leave" for more than two (2) school years or any part of two (2) school years in any three-school-year period.
- v. Anything contained in this Agreement to the contrary notwithstanding, utilization of sick leave in connection with pregnancy disability shall be in accordance with applicable judicial court decisions.

2. OTHER LEAVES.

A member with professional status may be granted a leave of absence without pay if approved by the Superintendent of Schools for a period of time not to exceed two (2) years.

3. GENERAL PROVISIONS FOR LEAVES.

- A. Notification of intent to return shall be made in writing by the member to the Superintendent on or before March 15 of the leave year prior to returning.
- B. Members returning after a leave of absence shall not suffer any loss of benefits accumulated prior to taking leave.

4. FAMILY AND MEDICAL LEAVE PROCEDURES.

- A. Paid or unpaid leave which is provided under the Agreement shall be credited against the leave entitlement provided in the federal Family and Medical Leave Act (FMLA), to the extent permitted by the FMLA. A member may use family illness leave in accordance with Article IX Section 1A for FMLA leave following the birth and/or adoption of a child not covered by Article X Section 1 (parental leave).
- B. An employee who takes a leave of absence under the FMLA does not forfeit any vacation, sick or personal leave that she/he had accumulated at the time of the start of the leave. An employee who is on such a leave of absence on the first official day of a school year will not be granted additional vacation, sick or personal leave for that school year unless she/he returns to active employment during that school year, at which time she/he will be granted such additional vacation, sick and personal leave as would have been granted to her/him on the first official day of the school year if she/he had been actively employed on that date.
- C. The benefit year, for the purposes of FLMA leave, shall be the same benefit year that the City of Beverly uses for City employees in its FMLA policy.
- D. While an employee is on FMLA leave, the School Committee shall continue to make its contribution toward the employee's health insurance premium, provided the employee makes timely payments of his/her contribution toward the health insurance premium.
- E. Request for such leave shall be submitted to the Superintendent or his/her designee, in writing at least thirty (30) days prior to the start of the leave, if the need for leave is foreseeable, or with as much notice as practicable if the need for leave is not foreseeable, and shall state the purpose of the leave, the date of its commencement, and the anticipated date of the employee's return.

ARTICLE XI- SABBATICAL LEAVE

1. SERVICE.

After seven (7) years of continuous service in the Beverly Public Schools, a member may apply for Sabbatical Leave for approved study, travel, and/or research.

2. CONDITIONS.

The Committee may grant Sabbatical Leave on the following conditions:

- A. That the member be properly certified in the Commonwealth of Massachusetts at the time of making the application.
- B. That the application be in writing to the Superintendent of Schools on or before October thirty-one (31) of the school year prior to the period for which such leave is requested.
- C. That it be required that, if Sabbatical Leave is granted, the member of the staff who is given the privilege must enter into a written agreement with the Committee that upon termination of such leave he/she will return to service in the Beverly Public Schools for a period equal to twice the length of such leave and that in default of completing such service, he/she will refund to the City of Beverly, an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

- D. Sabbatical Leave will be granted on the basis of full pay for the period of the leave. No such leave will be extended for more than one (1) full academic year.
- E. Sabbatical Leave applications should be recommended by the Principal of the school, and the Superintendent of Schools before approval is given by the School Committee.
- F. No more than one-half (1/2) of one (1) percent to the nearest whole number of the total full time teaching staff may receive Sabbatical Leave in any one year.
- G. Members returning after Sabbatical Leave shall not suffer any loss of benefits accumulated prior to taking leave.
- H. Time spent working on Sabbatical Leave shall be recognized on the salary schedule as equivalent to time spent in teaching in the Beverly Public Schools.
- I. Credits earned on Sabbatical Leave shall be recognized upon return to the Beverly Schools and upon application for said credit to the Superintendent of Schools.

ARTICLE XII - ASSIGNMENTS AND TRANSFERS

1. NOTIFICATION OF ASSIGNMENT.

Teachers who will be affected by change of grade or subject assignment will be notified and consulted by their principals before May 31st.

2. LISTING OF POSITIONS.

When changes in assignment are necessary at the end of the school year, a list of positions open in other Beverly Schools shall be made available to the members affected.

3. EQUAL CONSIDERATION.

Equal consideration will be given to persons within the system for any position open in the Beverly Public Schools.

4. RIGHT TO REQUEST TRANSFER.

A transfer is defined as movement of a member from building to building. The Superintendent and the Association recognize that some transfer of members may be desirable and/or necessary. It is also recognized that frequent transfer of teachers could be disruptive to the educational process.

Therefore they agree to the following:

- A. A member with professional status or one who has been recommended for re-election shall have the right to request transfer to another grade, subject, or school in Beverly where an opening exists for which he/she is certified. A notice of vacancies for the following September shall be posted at the end of each year.
- B. All requests will be acknowledged in writing within thirty (30) days after receipt of the member's request.

5. NOTIFICATION OF ANTICIPATED ASSIGNMENT OF COURSES

Each teacher will be notified by the last day of the teacher work year in June or June 25, whichever occurs first, of the teacher's anticipated assignment of courses and levels for the following school year. All anticipated assignments are subject to being changed by the administration. In the event of a change in teaching assignment, the affected teacher(s) will be notified as soon as practicable.

ARTICLE XIII - VACANCIES

1. DAY SCHOOL.

Equal consideration will be given to persons within the system for any position open in the Beverly Public Schools.

2. SUMMER AND EVENING SCHOOL.

In filling summer school and/or evening school positions, preference will be given to members employed in the Beverly Public Schools if all other qualifications are equal. All openings for summer school positions will be adequately publicized as early as possible.

ARTICLE XIV - PROTECTION

Members will be protected by Section 13 of Chapter 258 of the General Laws - (indemnification clause).

ARTICLE XV - PERSONNEL RECORDS

In recognition of the Committee's obligation under Chapter 71, Section 42C, Unit A members shall have the right, upon written request and by appointment, to inspect the contents of their personnel folder and to make copies of such contents and records contained therein as concern their work or themselves. The Unit A member will be entitled to have a representative of the Association accompany him/her during such inspection.

No material shall be placed in a member's personnel file until the member has had the opportunity to review the material. The member's signature indicates that the member has had the opportunity to review the material but does not necessarily agree with the material. The members will be entitled to attach a rebuttal to any material placed in his/her personnel file.

Members will be notified of any complaint deemed serious enough to be investigated and will be provided the reasons for the investigation in writing. This notification letter will not be placed in the member's personnel file. The member will be given the opportunity to be heard with Association representation before final action is taken and/or any material is placed in the personnel file. Investigations and discipline information will be held in confidence to the extent permitted by law.

In the case of any complaints of substance regarding a professional staff member made to any official of the School Department, the complainant shall be referred to the staff member's immediate supervisor. The member against whom the complaint has been filed will be notified of the complaint. No member will be reprimanded because of a complaint from a parent, student or any other person outside the administration without the right to present his/her case or viewpoint.

Any decisions, which result in discipline, will be subject to the grievance procedure.

ARTICLE XVI - IN-SERVICE TRAINING - COURSES

1. IN-SERVICE TRAINING.

If it is determined by the Superintendent or the Committee that in-service training is desirable, members will be required to attend such workshops or sessions.

2. COURSES.

Members required to take courses by the administration will receive full reimbursement for said courses.

ARTICLE XVII - MENTOR

1. MENTORING.

Members are required to participate in the district's induction program during their first and second years of employment.

A Mentor is an educator who has at least three full years of experience under an Initial or Professional license and who has been trained to assist a beginning educator in the same professional role with his/her professional responsibilities and general school/District procedures.

2. MENTOR ASSIGNMENT

- a. Mentor positions will be posted. Whenever possible, mentors should be matched with a first year member based on assignment (grade level and/or content). Principals along with the Mentor Program Leaders will hire the mentors.
- b. Mentors will be members who have professional status.
- c. Mentors will receive 15 professional development points each year the member is a mentor as stated in the Massachusetts Department of Education recertification guidelines.
- d. Mentors may meet as District cohort, as a building-based group, or individually with beginning educators as needed to fulfill the 15-hour requirement.
- e. Mentors will attend a new teacher orientation and a training session with the Mentor Program Leaders.
- f. Mentors will also attend one of the sessions with the mentees during the induction program to be determined by the Mentor Program Leaders.
- g. Mentors will provide a schedule for group mentoring with the support team. Report on a regular basis attendance and meeting notes. (Complete a mentoring log aligning to the program requirements.)
- h. Mentors will conduct learning walks/observations of their mentees or vice versa (as stated in the DESE's 2015 Guidelines for Induction and Mentoring Programs.)

3. MENTOR STIPEND

The stipend for mentoring will be paid in June after the mentoring log(s) is submitted. Each Mentor who completes the mentoring log(s) shall receive one of the following stipends depending upon the number of beginning educators assigned to the Mentor for the work year:

Number of Beginning Educators Assigned*	Stipend
1 Beginning Educator	\$750.00
2 Beginning Educators	\$1,250.00
3 Beginning Educators	\$1,500.00
4 Beginning Educators	\$1,750.00

*The number of educators in a cohort will be determined by the building principal and the Mentor Leader. The maximum number of beginning educators in a group is four (4). A group may include incoming educators. However, the stipend is based on the number of beginning educators assigned to the Mentor.

A "Beginning Educator" refers to an individual entering into teaching with a Preliminary or Initial license. An "Incoming Educator" refers to an individual who has experience in teaching but is new to the Beverly Public Schools or new to his/her role in the Beverly Public Schools.

ARTICLE XVIII - ASSOCIATION PRIVILEGES

1. IN-SCHOOL MAIL SERVICE.

The Association shall have the right to the reasonable use of the in-school mail service and the bulletin

boards in the teachers' room in the different schools in Beverly.

2. MEETINGS.

The Association shall be granted the privilege of holding meetings within the school buildings upon application to the Business Office when not in conflict with other scheduled events, without cost to the Association. The Association is responsible for custodial services after hours.

3. ACCESS TO RECORDS.

The Association will be allowed access to records and will be furnished any information of a nonconfidential matter which it requests. Such information shall not include any which would require special tabulation on the part of school administration personnel.

4. SCHOOL COMMITTEE AGENDA AND MINUTES.

The Association will be furnished an agenda for each Committee meeting prior to such meeting and a copy of the minutes of each open meeting as soon as possible after the meeting. Copies of such minutes will also be posted on the District web site.

5. LEAVE OF ABSENCE FOR THE ASSOCIATION PRESIDENT.

The President of the Beverly Teachers Association shall be a half time release position, subject to the provisions of this section. The district assignment for the President shall be negotiated and shall be consistent with the individual's experience and professional license. The specific role shall be defined in a side letter of agreement. The President shall continue to be treated as a regular bargaining unit member with full benefits. The Superintendent shall employ a replacement teacher for the President. The Association shall reimburse the Beverly Public Schools, in a timely manner, half the President's annual salary.

6. TIME FOR RECRUITMENT.

The Association shall be provided with twenty (20) minutes during the new teacher orientation day each work year.

7. UNION CONFERENCE LEAVE.

The Association will be provided with fifteen (15) days per work year as "Union Conference Leave" for the President, Officers or other representatives of the BTA to attend Massachusetts Teachers Association ("MTA") and/or National Education Association ("NEA") conferences, conventions and trainings subject to the following conditions:

- (1) No more than four (4) employees shall be on Union Conference Leave on the same day.
- (2) No more than three (3) employees from the same school shall be on Union Conference Leave on the same day.
- (3) No individual employee shall take more than five (5) Union Conference Leave days in the same work year.
- (4) The Association President shall request leave for all Union Conference days by submitting a written or email request to the Superintendent at least fifteen (15) school days prior to the day the leave is to be taken. Such request shall identify the MTA or NEA conference, convention or training to be attended and shall include the date(s) of the conference, convention or training, the names of the employees who are requesting leave, and the school(s) to which each employee requesting leave is assigned.
- (5) Union Conference Leave cannot be taken on Professional Development days, on days when MCAS (or other standardized tests) are being administered, or on other days when the employee's absence would be a hardship for students, the school, or the District as determined by the Superintendent.

Any unused Union Conference Leave days at the end of the work year shall not be carried over and are forfeited.

ARTICLE XIX - ACADEMIC FREEDOM

1. ADJUSTMENTS.

In the interests of improving effectiveness, member shall be encouraged with the approval of the principal to make informal adjustments of their teaching programs by exchanging classes, combining classes, or regrouping pupils within their classes for specific instructional purposes.

2. SUPPLEMENTARY TEACHING MATERIALS.

Members may use any supplementary teaching materials which they consider useful, provided such materials are not of obscene nature and likewise provided that such materials are not used to teach a particular creed or ideology. In any question of suitability, national recognized authorities such as the American Library Association, The National Council of Teachers of English, and the National Council for the Social Studies shall be consulted.

ARTICLE XX - PAYROLL DEDUCTIONS

1. GENERAL LAWS.

The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of Beverly all payroll deductions for payment of dues to the Association duly authorized by the employees covered by this Contract, as shown on the payroll deduction authorization form attached hereto, and made a part hereof.

2. INDEMNIFICATION.

The Association shall indemnify and save the Committee and/or the City of Beverly harmless against all claims, demands, suits, or any other form of liability whatsoever which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section.

3. DEDUCTION REQUESTS.

Presently employed members planning to request deductions which are to become effective on the first payment of the school year must do so by June 15th in writing to the Superintendent's Office.

4. TERMINATION OF DEDUCTIONS.

Written request to cease deductions, other than Association dues, must be made within fifteen (15) days in advance of the date on which the payment is to stop.

5. ADDITIONAL DEDUCTIONS.

The Committee agrees that payroll deductions, in addition to the Association dues deduction, will be made, after consultation with the City Treasurer and the Superintendent's Office, if it is deemed mechanically possible.

ARTICLE XXI - INSURANCE

Health Insurance for all City of Beverly employees, including all School Department employees governed by this collective bargaining agreement, is provided pursuant to the terms of the most recent MUNICIPAL HEALTH INSURANCE AGREEMENT between the City of Beverly and the Public Employee Committee. This Article is provided for information purposes only; disputes are resolved under the Public Employee Committee ("PEC") agreement.

ARTICLE XXII - REDUCTION IN FORCE

1. SENIORITY.

A. Teachers in the elementary level shall be divided into two groups as follows: (1) those with eight (8)

years or more seniority, and (2) those with fewer than eight (8) years seniority. In the event of a R.I.F. at the elementary level, and where seniority becomes the tie breaker among employees whose qualifications are no different, the reduction shall first be made within Group (2). The applicable standard shall be that set forth in Article XXII 2 B (1). In the event the R.I.F. exceeds the number of teachers in Group (2), the reduction shall then be made in Group (1).

- B. The same rules shall be applicable at the secondary level as at the elementary level ONLY the divisions shall be within each discipline. For example, all French teachers with (8) years or more of seniority shall be one group and all with fewer than eight (8) years shall be in another group.
- C. The same rules shall be applicable within each separate K-12 specialist grouping. For example, all K-12 Reading teachers with eight (8) years or more of seniority shall be one group and all with fewer than (8) years shall be another group.
- D. In the event of equal seniority within the applicable "group 1", the following tie breakers shall be applicable:
 - 1) Teachers with the greater total years of regular full-time teaching experience shall be deemed more senior.
 - 2) If factor 1 is equal, teachers with higher degree and credit status in the subject area involved shall be deemed more senior.
 - 3) If factor 2 is equal, teachers with the higher degree and credit status in any subject shall be deemed more senior.

2. DEFINITION.

The following rules shall apply in the determination of which teachers are to be dismissed in the event a reduction in the number of teachers is deemed advisable by the Committee (including, without limitation a dismissal under M.G.L. Chapter 71, Section 42, whenever an actual decrease in the number of pupils in the schools of the City renders such action advisable).

- A. Teachers with professional teacher status shall not be dismissed if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
- B. The Superintendent shall determine which teachers with professional status shall be dismissed in accordance with the following rules:
 - 1) In making a decision regarding the layoff or reduction in force of an employee(s) with professional teacher status, the Superintendent or his/her designee shall consider the best interests of students in the school or district and the following factors/ criteria: (a) need; (b) quality and quantity of performance by the teacher of his/her duties and responsibilities; (c) educational background; (d) experience; (e) nature and diversity of certification; (f) total contribution to the Beverly Public School System and the needs of its students; and (g) professional achievement and activities. Seniority will be used as a tie breaker among employees whose qualifications are no different.
 - 2) Seniority as used herein shall mean length of continuous service in the Beverly School System. In the event of equal seniority, total years of regular full-time teaching experience shall govern. The following rules shall be applicable in determining continuity of service for the purpose of this ARTICLE:
 - a. An authorized leave of absence shall not destroy continuity of service. Such time, however, shall not be credited as time served, except as hereinafter.
 - b. A sabbatical leave of absence shall be credited as time served.
 - 3) The Superintendent may assign whatever weight it desires to the aforementioned criteria provided its decision is based on said criteria. It is recognized, however, that the Superintendent need not review all of said criteria. For example, a teacher's evaluations may be such (negative) that a review of the other criteria could not offset such evaluations.

3. REDUCTION IN FORCE PROCEDURE.

(Applicable to Professional Teacher Status Teachers Only)

A. Secondary Level (6 - 12)

The first step in a reduction in force should be to determine which professional teacher status teachers are excess. This initial determination, under normal circumstances, will be based upon the needs of the system. For example, if there are four (4) French teachers and the Superintendent determines it needs only three (3) French teachers, the Superintendent shall determine pursuant to Section 2 B, which French teacher is excess. The second step shall be to determine whether there are any other positions at the secondary level which the excess French teacher is qualified to fill. If so, the excess teacher and the teachers in said position shall then be reviewed, in accordance with Section 2 B, to determine which teacher is excess. In the event a "new" teacher is declared excess in the second step, the same process shall then be applied to this teacher.

B. Elementary Level (Pre-K-5)

The Section 2 B rules shall apply to K - 6 as a separate grouping.

C. Specialists

The Section 2 B rules shall apply to each of the following K-12 specialist positions as separate groupings.

Reading	Physical Education
Art	Each special service by certification
Music	

Excess Specialist Teachers who are qualified to fill other positions in other groups shall then be reviewed, in accordance with Section 2 B, with such other teachers to determine which teacher is excess. In the event a "new" teacher is declared excess in this step, the same process shall then be applied to this teacher in the applicable grouping, i.e., if an elementary (K-5 teacher, at the elementary level, if a secondary (6 -12) teacher at the secondary level, if a K -12 specialists, as above provided.

4. NOTIFICATION-OPTION - STANDARD OF REVIEW.

- A. The Superintendent, in the event of a contemplated reduction in force, will advise the Association as to which Professional Teacher Status members she/he intends to dismiss, hereinafter sometimes called "affected member(s)." The Association and the "affected member(s)," upon receipt of such notification, shall have the right, upon request made to the Superintendent within five (5) school days of such notification, to meet and confer with the Superintendent concerning his proposed recommendations, which meeting shall take place within ten (10) school days of the Superintendent's receipt of the Association's and/or affected teacher's written request.
- B. The Association, within five (5) school days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether they agree or disagree with the Superintendent's decision under the standards set forth in Section 4D of this Article. In the event of disagreement, the specific reasons shall be set forth.
- C. The affected member will be granted the following options:
 - 1) To elect an unpaid leave of absence status, in lieu of the dismissal, without challenge of the Superintendent's recommendation. The leave of absence shall be for the length of the member's recall rights, *infra*. Upon expiration of the member's recall rights, the member shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Exhibit A, shall be filed with the notice of this election.
 - 2) To elect an unpaid leave of absence status, in lieu of the dismissal, subject to challenge of the Superintendent's recommendation under the provision of this Article. The specific reasons for challenge must be filed with this notice of election. The leave of absence provided hereunder shall be subject to the same terms and conditions set forth in Section 4C (1) above, except that this leave will be granted, subject to challenge as above outlined.
 - 3) The exercise of either option 4C (1) or 4C (2) shall be subject to the affected member waiving his or her M.G.L. Chapter 32 and M.G.L. Chapter 71 rights. The option must be exercised within ten (10) days following the aforesaid meeting with the Superintendent and must be on

the form attached to this Agreement as Exhibit A (1) and (2).

D. In the event the affected member elects option C (2) the following rules shall be applicable.

- 1) The affected member shall be given the opportunity to challenge the Superintendent's dismissal.
- 2) In the event the Superintendent and the affected member(s) and the Association fail to satisfactorily resolve the dispute concerning the Superintendent's decision within ten (10) days after the meeting with the Superintendent, the parties shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within thirty (30) days of his/her selection and render a decision within thirty (30) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Labor Arbitration rules of the American Arbitration Association. Such arbitrator must also be able to hold a hearing and render a decision within the time constraints set forth immediately.
- 3) In the event the Association joins in the affected member's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the Committee and the Association with each party bearing the expenses of preparing and presenting its own case. But if the Association does not join the affected member's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the Committee and the affected member with such parties bearing the expense of preparing and presenting its own case. The fact that the Association does not join in the affected member's election to proceed under the Article shall not bar the affected member's election to proceed to arbitration, anything contained in this Agreement to the contrary notwithstanding. The Association shall not have the right to proceed to arbitration alone.
- 4) The standard of review of the Superintendent's determination under Section 2B shall be whether the Superintendent was arbitrary or capricious in making his/her determination. The arbitrator shall not substitute his/her judgment for that of the Superintendent. Any dismissal or leave of absence taken under this Article in accordance with seniority shall not be arbitrable.

5. RECALL.

- A. A professional member status teacher who elects one of the options under Section 4C of this Article or who does not contest his/her dismissal under M.G.L. Chapter 32 and/or Chapter 71 and who so notifies the Committee of this fact within ten (10) days of his/her receipt of notice of hearing, shall have recall rights, as hereinafter provided, for three (3) years from the member's last day of teaching. Vacancies to which appointment are made within said three (3) year period but which teaching actually commences after said three (3) year period shall not be considered within the teacher's recall period.
- B. In filling positions which become vacant on other than a temporary basis whenever professional member status teachers have recall rights under this Article, such vacancies shall be filled in the following manner:
 - 1) No new teacher shall be hired for a position when there is a member with recall rights, who, in the judgment of the Superintendent, is qualified to fill such position.
 - 2) As among professional teacher status members with recall rights, the Superintendent shall recall in accordance with the rules set forth in Section 2B supra.
- C. Recall notices shall be sent by certified or registered mail to the dismissed member's or leave of absence member's as the case may be, last known address, with a copy of such notice being sent to the Association. The recalled member shall have two (2) weeks after receipt of the notice to accept the recall. In the event the recalled member does not accept the recall, all recall rights shall terminate.
- D. If the Association feels that Section 5, Paragraph B of this Article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within five (5) days thereafter, the Association may appeal to the Committee in writing. If the dispute is not resolved within fourteen (14) school days after the appeal is received by the Committee, the Association may seek arbitration pursuant to the procedure set forth in Section 4D of the Article. The standard of review in arbitration shall be as set forth in Section 4D (4) of this Article.
- E. Professional member status teachers who elect one of the options under Section 4C of this Article or who do not contest their dismissal under M.G.L. Chapter 32 and/or 71 and who so notify the

Committee of this fact within ten (10) days of their receipt of notice of hearing, shall be entitled to retain their group membership in the City of Beverly group insurance plans, subject to the terms and conditions thereof, provided:

- 1) They pay 100% of the premium cost, and
- 2) The applicable carrier(s) does (do) not prohibit such inclusion.

The right of continued participation as provided in this paragraph shall continue for the duration of their recall rights.

- F. A professional status member recalled under this Article shall have all of the benefits to which he/she was entitled prior to his/her leave of absence or dismissal, as the case may be, including accumulated sick leave and shall be placed one step higher on the salary schedule (unless previously on maximum) than he/she previously occupied upon receipt of notice of termination or exercise of option, as the case may be, provided he/she would have advanced to such step had he/she not been terminated or gone on a leave of absence, as the case may be. Seniority shall not accumulate during the period of time a member is entitled to recall rights.
- G. Each recalled employee must have the requisite license/ certification for the position to which s/he is being recalled and such recall is subject to the Superintendent's satisfaction with review of the then current fingerprinting criminal records check.

ARTICLE XXIII - GENERAL

1. JPDC.

The professional development and in-service offerings in the Beverly Public Schools shall be approved, evaluated and implemented by a Joint Professional Development Committee (JPDC). It shall be the goal of this committee to ensure that there are sufficient in-service offerings to allow members to gain in-service credit as well as a no-cost way to re-certify. The Joint Professional Development Committee (JPDC) will continue as the planning group for the Beverly Public Schools Professional Development Incentive Program. JPDC will utilize the following organizational structure: President of the Beverly Teachers Association (BTA) and four (4) members named by him/her; Superintendent of Schools and four (4) members named by him/her; BTA to name chairperson. Should the committee have a tie vote, it will select an impartial person agreeable to the majority of its members to break the tie. See Appendix Article XXVII

2. MUTUAL CONCERNS COMMITTEE.

A Mutual Concerns Committee (MCC) shall be maintained and shall consist of no more than three administrators and no more than three Association representatives. The "MCC" shall meet regularly on an as-needed basis to discuss matters of mutual concern.

3. INVALIDITY.

If any provisions of this Agreement shall be held invalid by any court of competent jurisdiction, such other provisions as may not be affected thereby shall remain in force and effect. In the event any provision is found invalid as aforementioned, the parties shall meet in an attempt to renegotiate in conformity with law.

4. NO STRIKE PROVISION.

No employee covered by this Agreement shall engage in any strike, work stoppage, slowdown or withholding of services.

5. TIME AND LEARNING ISSUES.

The parties recognize that notwithstanding the existence of this Agreement, implementation of the requirements of the so-called Education Reform Law may create the obligation to negotiate during the term of this Agreement.

6. ASSAULT AND BATTERY.

Employees covered by this Agreement shall report any instance of assault and/or assault and battery suffered by them to the principal of the building or other administrator in charge of the location of the event and the Superintendent. All such instances shall be reported to the police and the school system shall cooperate with the police and employee in the prosecution or resolution of the matter. (This cooperation shall include, but not be limited to, providing the employee with any information which the system has concerning the event.)

7. EARLY CHILDHOOD TUITION BENEFIT.

- A. The benefit of reduced preschool and kindergarten tuition is available to all full-time employees of BPS who are also Beverly residents and who have been in our employ for at least one full year.
- B. This benefit is applicable only for the children of such employees.
- C. The tuition benefit for preschool is 50% of the annual tuition set by the School Committee. The tuition benefit for kindergarten is 100% of the annual tuition.
- D. For the purposes of this benefit, full time employment is determined to be a minimum of 28 hours per week and an FTE of 1.0.
- E. Exceptions to the above criteria for significant extenuating circumstances will be considered on a case-by-case basis at the discretion of the Superintendent of Schools.
- F. Children enrolled in the program when this agreement is ratified shall be grandfathered in the program.

8. SPECIAL EDUCATION COLLABORATIVE COMMITTEE

A Special Education Collaborative Committee ("Collaborative Committee") will be established and will meet three (3) times per year. The Collaborative Committee will consist of six (6) members of Unit A representing all levels appointed by the President of the Association and three (3) administrators appointed by the Superintendent. The Collaborative Committee will be chaired jointly by a member of the BTA and a member appointed by the Superintendent. The BTA members of the Collaborative Committee will be paid at the hourly curriculum rate for attendance at Collaborative Committee meetings.

ARTICLE XXIV - RETIREMENT YEAR AND RETIREMENT PLAN

- 1. Any member who retires with the following years of service in the Beverly Public Schools shall be paid, in a lump sum, at the conclusion of their retirement year (June) the following amount provided (i) irrevocable notice of retirement was given by April 15th on the school year preceding the retirement year and (ii) the member retired pursuant to the Massachusetts Retirement System. For a retirement effective June 30th the notice of retirement becomes irrevocable on October 31st of the same school year. Eligibility for the payment referred to below is contingent upon the member retiring at the end of the school year or in the case of the elementary member on January 1st and in the case of the secondary members the end of the first semester.

<u>Years of Service</u> <u>In the Beverly Public Schools</u>	<u>Amount</u>
20 or more years	\$1,000
25 or more years	\$2,000
27 or more years	\$3,000

- 2. The irrevocable notice of retirement may be rescinded only for one of the following good causes:
 - a. Catastrophic events such as fire, bankruptcy or the like.
 - b. Death of a spouse or child.
 - c. Changes in dependent care status, increasing the number of dependents (parent, sibling, child, grandchild).
 - d. Change in marital status.

ARTICLE XXV - JUST CAUSE

No member with professional status shall be suspended or dismissed for disciplinary reasons without just cause. In the event that a member is dismissed, the process for appeal shall be determined by statute and/or regulation of the Department of Education if such process exists. The dismissal procedures afforded by statute and/or regulation shall be the sole remedy available to the teacher. If no procedures exist, then the "just cause" review shall be consistent with the rules of the American Arbitration Association.

In the event that a member with professional status is suspended, the member may elect to proceed under the provisions of this article or elect statutory and/or regulatory review of the suspension. The member must elect either the contract or statutory review as the sole remedy no later than five days after receipt of notice of suspension.

ARTICLE XXVI- ESTABLISHMENT OF A 403B PLAN

1. The employer will annually match the first two hundred and fifty dollars (\$250) contributed by each employee. A bargaining unit member wishing to participate in the program must notify the Superintendent in writing no later than the April 15th preceding the first year of participation. Each member must contribute the full amount to be eligible for this contribution. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility relating to the 403B Plan will be to transmit the contribution to the appropriate vendor or vendors.

ARTICLE XXVII - PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM, ONLINE/DISTANCE LEARNING COURSES, COLUMN MOVES

1. PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM

The district will budget the sum of fifty thousand dollars (\$50,000.00) per fiscal year for a Tuition Reimbursement Fund for employees in positions represented by this bargaining unit.

The following rules apply to the Tuition Reimbursement Fund:

1. Members who have received prior approval from the Superintendent or his/her designee shall be reimbursed for tuition and fees up to the maximum of \$125.00 per pre-approved graduate credit.
2. The maximum reimbursement per member per fiscal year shall be \$750.00.
3. Members who are matriculating in advanced graduate programs (Masters, Certificate, CAGS, Doctorate) may apply to the Superintendent for additional credits; the Superintendent may approve reimbursement for additional credits based upon availability of funds in the Tuition Reimbursement Fund.
4. Members must receive a grade of "B" or better or a "Pass" in a course only offered on a pass/fail basis. If the course is offered for optional grading, members must complete all coursework for the highest grade offered.
5. The Superintendent shall establish two deadlines for applications for reimbursement, one deadline for each of the following two semesters: summer/fall and winter/spring.
6. A member must obtain prior written approval from the Superintendent or his/her designee prior to taking the course; the decision of the Superintendent/designee shall be final and binding.
7. The member will pay the tuition/fees himself/herself and compensation provided in this section will be in the form of reimbursement.
8. Members must submit an official course/grade transcript with a description of how the course will improve instruction or how it will be shared with colleagues (i.e. submit a lesson plan/unit developed during the course, share with a grade level the teaching strategy learned during the course), and a receipt from the institution detailing the tuition bill expenses paid by the member.
9. Reimbursement will be made within one month of receipt of the official grade/transcript and the required documentation, except if the grade/transcript is submitted between June 1st and September 1st in which case the member will be paid on or about September 30th.
10. Members may not obtain reimbursement for tuition if there is a voucher available to use for

the course.

11. Members may apply up to nine (9) graduate credits per year to the salary change/column move. The Superintendent in his/her discretion may permit a member in a Masters, CAGS, Ph.D., or Ed.D. program to apply more than nine (9) graduate credits per year toward salary change/column move.

Effective September 1, 2023, a unit member shall be allowed to accumulate unlimited approved graduate-level credits. The unit member shall be allowed only one (1) column move per work year.

2. ONLINE/DISTANCE LEARNING COURSES.

A committee of not more than four BTA members and no more than four administrators will meet annually to generate a list of acceptable courses from acceptable providers. The list will be updated each year. For the 2017-2018 school year, the group will meet by September 30, 2017. In subsequent years, the group will meet by March 1st. The following criteria would apply to all distance/online learning courses that are submitted for approval and subsequent movement on the salary scale:

- The course must be offered through a regional accreditation institution (e.g. NEASC) and must be among the course requirements for a graduate degree program at such accredited institution or meet similar requirements for graduate credits at such institution.
- Pre-approval must be sought through the Superintendent/Assistant Superintendent before the member registers if he/she intends to utilize the course for movement on the salary scale and/or for earning professional development points.
- The application for such course approval shall contain complete information substantiating the content, hours, and course requirements (syllabus). Course credit requirements will be compared to the DESE description of a graduate level course (1 graduate credit = 15 hours) or the standard of a local college or university (e.g. Salem State University, Endicott College).
- Course topics must be related to the Massachusetts Frameworks, Content Learning Standards, District Strategic Plan, an Individual Professional Development Plan (IPDP) or individual plans to prepare for a different district position within the Beverly Public Schools.
- Course expectations must include a discussion and collaboration component with colleagues and/or fellow students.
- Should any criteria violate Department of Elementary and Secondary Education regulations and/or state law, the parties shall meet to amend the criteria to comply with the regulations and/or statute.

3. COLUMN MOVES

1. University or college credits used for column advancement must be approved by the Superintendent of Schools. This course approval shall not impede unit members seeking advanced degrees in education or recertification.
2. In order to move on the salary scale as a result of additional graduate credits, the member must notify the Superintendent in writing by December 1st for movement in the following school year. September 1st of each year will be the determinate date for credits (in terms of column advancement). Consistent with Article XXVII, a member may apply up to nine (9) graduate credits per year toward a column move. The Superintendent in his/her discretion may permit a member in a Masters CAGS, Ph.D., or Ed.D. program to apply more than nine (9) graduate credits per year toward a column move."
3. Effective September 1, 2023, a unit member shall be allowed to accumulate unlimited approved graduate-level credits. The unit member shall be allowed only one (1) column move per work year. The parties will bargain over new protocols for graduate credit approval to be implemented in the 2023-2024 work year.

4. NATIONAL SCHOOL NURSE CERTIFICATION

A nurse who achieves National School Nurse Certification shall be awarded the equivalent of six (6) graduate credits toward progress on the salary schedule; s/he will be awarded the equivalent of three (3) graduate credits in the event she achieves a renewal of that status.

ARTICLE XXVIII - DURATION

This agreement shall become effective September 1, 2021, except as otherwise provided herein, and shall expire on August 31, 2024, except as otherwise provided herein. Negotiations for a successor agreement shall begin no later than thirty (30) days, but in no event earlier than November 1, 2023, after written notice by either party of its desire to commence negotiations for a successor agreement. The Committee and the Association, by the receipt of said notice, shall make mutually satisfactory arrangement to engage in negotiations for a successor agreement.

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

BEVERLY SCHOOL COMMITTEE

BEVERLY TEACHERS

By: Rachael O'Connell
Karin L. Robinson
Wendy P. Cabell
[Signature]
[Signature]
[Signature]

By: Julia Brotherton
Stacey Maffett
Deborah A. Colton
Grace Scherer
[Signature]

Dated: 11-10-2021

Dated: 11-02-2021

APPENDIX A – UNIT A SALARY SCHEDULE

1. GENERAL.

A. SALARY SCHEDULE COLUMNS AND REQUIREMENTS THEREOF

BACHELOR Bachelor's Degree or Vocational School or Industrial Arts Instructors.

BACH.+15 Bachelor's Degree plus fifteen (15) hours graduate credit toward Master's Degree or Vocational School equivalency.

MASTER Master's Degree or Vocational School equivalency.

MASTER+15 Master's Degree plus fifteen (15) hours of graduate credit and/or Vocational School equivalency. These graduate course credits must have been earned with a grade of B or better. These credits must have been earned (a) from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent; or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive Program. See Article XXVII.

MASTER+30 Master's Degree plus thirty (30) hours of graduate credit or Vocational School equivalency. These graduate course credits must have been earned with a grade of B or better. These credits must have been earned (a) from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent; or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive Program. See Article XXVII.

MASTER+45 Master's Degree plus forty-five (45) hours of graduate credit or Vocational School equivalency. These graduate course credits must have been earned with a grade of B or better. These credits must have been earned (a) from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent; or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive Program. See Appendix F. Eligibility for this column is limited to employees with 17 years experience with Beverly Public Schools. Effective with the start of the 2019-2020 work year, the MASTERS+45 column shall be closed. Each employee who was in the MASTERS+45 column during the 2018-2019 work year may remain in the MASTERS+45 column until such time as the employee advances to the MASTER+60 column or separates from employment, whichever occurs first. When there are no employees remaining in the MASTERS+45 column, the column shall be removed from the Salary Schedule in section 3.

MASTER+60 Master's Degree plus sixty (60) hours of graduate credit or Vocational School equivalency. These graduate course credits must have been earned with a grade of B or better. These credits must have been earned (a) from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent; or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive Program. See Article XXVII.

Effective September 1, 2022, replace the MASTER +60 section of Appendix A, Section 1.A. with the following:

MASTER+60/MASTER+CAGS Master's Degree plus sixty (60) hours of graduate credit or Vocational School equivalency or Master's Degree plus Certificate of Advanced Graduate Study (CAGS). For advancement to this column based on Master's Degree

plus 60 graduate credits, the graduate course credits must have been earned with a grade of B or better from (a) an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent and/or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive Program. See Article XXVII. For advancement to this column based on a CAGS certificate, the CAGS certificate must have been earned with grades of B or better from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent and must have been earned after earning a Master's Degree.

Effective September 1, 2022, add the following new section between MASTER+60 and Section B:

MASTER+75 Master's Degree plus seventy-five (75) hours of graduate credit or Vocational School equivalency. These graduate course credits must have been earned with a grade of B or better. These credits must have been earned (a) from an institution accredited by the New England Association of Secondary Schools and Colleges with prior approval of the Superintendent; or (b) through courses offered under the auspices of the Beverly Public Schools Professional Development Incentive program. See Article XXVII.

B. The per diem rate shall be 1/184th.

2. GUIDANCE COUNSELORS, SCHOOL ADJUSTMENT COUNSELORS, SCHOOL PSYCHOLOGISTS AND TEAM CHAIRPERSONS.

Anything contained in this Agreement to the contrary notwithstanding, the following shall govern the salaries of Guidance Counselors, School Adjustment Counselors, School Psychologists, and Team Chairpersons:

They shall be put on the Unit A salary schedule (in accordance with Article IV, 2, A) and shall receive in addition a per diem rate of the Unit A rate of pay based upon the number of additional days worked. Said per diem shall be based upon a work year of 184 days.

3. SALARY SCHEDULE

<u>Effective Date</u>	<u>Increase</u>
September 1, 2021	2.25%
September 1, 2022	2.25%. Add CAGS to MA+60 Column; Add MA+75 Column
September 1, 2023	2.75%

2021-2022

YEARS SERVICE	B	B + 15	M	M+ 15	M + 30	M + 45	M + 60
1	45,812	47,546	50,281	52,579	54,866	0	59,430
2	48,312	50,240	53,126	54,743	57,967	0	62,789
3	50,894	52,913	55,972	58,532	60,669	0	66,158
4	53,392	55,508	58,706	61,399	64,056	0	69,382
5	55,969	58,189	61,552	64,374	67,165	0	72,738
6	58,558	60,871	64,389	67,340	70,260	0	76,094
7	61,142	63,567	67,241	70,317	73,360	0	79,454
8	63,604	66,117	69,940	73,154	76,323	0	82,664
9	66,211	68,794	72,773	76,122	79,412	0	86,000
10	68,885	71,601	75,734	79,206	82,636	0	89,476
11	72,276	74,995	79,126	82,601	86,031	89,456	92,882
12			80,301	83,828	87,309	90,785	94,261

2022-2023

YEARS SERVICE	B	B + 15	M	M+ 15	M + 30	M + 45	M + 60/CAGS	M+75
1	46,843	48,616	51,413	53,762	56,101	0	60,767	63,046
2	49,399	51,370	54,321	55,974	59,271	0	64,201	66,610
3	52,039	54,104	57,231	59,849	62,034	0	67,646	70,184
4	54,593	56,757	60,027	62,781	65,497	0	70,943	73,603
5	57,228	59,499	62,937	65,822	68,676	0	74,374	77,164
6	59,875	62,241	65,838	68,855	71,841	0	77,807	80,725
7	62,518	64,997	68,754	71,899	75,011	0	81,242	84,290
8	65,035	67,605	71,514	74,800	78,041	0	84,524	87,694
9	67,701	70,342	74,411	77,835	81,199	0	87,935	91,234
10	70,435	73,212	77,438	80,988	84,496	0	91,489	94,921
11	73,903	76,683	80,907	84,459	87,967	91,469	94,972	98,533
12			82,108	85,714	89,274	92,827	96,382	99,997

2023-2024

YEARS SERVICE	B	B + 15	M	M+ 15	M + 30	M + 45	M + 60/CAGS	M+75
1	48,131	49,953	52,827	55,240	57,644	0	62,438	64,780
2	50,758	52,783	55,815	57,514	60,901	0	65,967	68,441
3	53,470	55,592	58,805	61,495	63,740	0	69,507	72,114
4	56,095	58,318	61,677	64,507	67,298	0	72,894	75,627
5	58,802	61,135	64,668	67,632	70,565	0	76,419	79,286
6	61,522	63,953	67,648	70,748	73,817	0	79,946	82,945
7	64,237	66,784	70,644	73,877	77,074	0	83,476	86,608
8	66,823	69,464	73,480	76,857	80,187	0	86,848	90,105
9	69,562	72,276	76,457	79,975	83,432	0	90,354	93,743
10	72,372	75,225	79,567	83,215	86,819	0	94,005	97,531
11	75,935	78,791	83,131	86,782	90,386	93,985	97,583	101,243
12			84,366	88,071	91,729	95,380	99,033	102,747

4. REMUNERATION FOR CURRICULUM WORK.

Unit A members will be remunerated at thirty-five dollars (\$35) per hour for approved curriculum work.

5. COMPENSATION FOR MOVING CLASSROOMS.

1. Unit A members approved for compensation are compensated as follows:

- a. Packing \$100
- b. Unpacking \$100
- c. Setup \$ 80

2. Unit A members approved for compensation include those who are assigned to another building or who are directed by their Principal to move to another classroom/space in the same building requiring a significant move of instructional materials.

3. Pre-approval of this compensation by both the Building Principal and Director of Finance and Operations is required.

4. Packing, unpacking and/or setup activities must be conducted outside the normal workday

6. TUTORING

Any Beverly Teacher who, with approval of the Superintendent or her/his designee, provides tutoring services to a student beyond the teacher's regular workday shall be paid in accordance with the curriculum rate in section 4 of Appendix A. The regular workday is described in Article VIII, Section 1 and includes time before and after the student day.

APPENDIX B - LICENSED PRACTICAL NURSE (LPN) SALARY SCHEDULE

1. NURSES PROFESSIONAL RESPONSIBILITIES.

The nurses are expected to fulfill all professional responsibilities as required for Unit A members. The following provisions shall be applicable to the Nurses:

Preamble, Article I; II; III; IV; VI 6, 7; VII; VIII 1, 2A, 2C; IX; X; XI; XII; XIII; XIV; XV; XVI; XVII; XVIII; XIX; XX; XXI (Nurses form separate category); XXII; XXIII; XXIV; XXV; XXVI; XXVII.

2. NURSES WITH BACHELOR'S DEGREE.

Nurses who are assigned teaching responsibilities and who possess at least a Bachelor's degree will progress through the teachers' salary schedule.

SALARY SCHEDULE FOR NURSES WITH BACHELOR'S DEGREE (SEE APPENDIX A3)

3. SALARY SCHEDULE FOR LICENSED PRACTICAL NURSES (LPN)

<u>Effective Date</u>	<u>Increase</u>
September 1, 2021	2.25%
September 1, 2022	2.25%
September 1, 2023	2.75%

YEARS SERVICE	2021-2022	2022-2023	2023-2024
1	38,294	39,155	40,232
2	40,385	41,293	42,429
3	42,543	43,500	44,697
4	44,630	45,634	46,889
5	46,784	47,837	49,153
6	48,949	50,050	51,427
7	51,109	52,259	53,696
8	53,167	54,363	55,858
9	55,346	56,591	58,147

APPENDIX C - SALARY SCHEDULE FOR CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA), PHYSICAL THERAPY ASSISTANT (PTA), AND SPEECH THERAPY ASSISTANT (STA)

1. PROFESSIONAL RESPONSIBILITIES.

The COTA's, PTA's and STA's are expected to fulfill all professional responsibilities as required for Unit A members. The following provisions shall be applicable:

Preamble, Article I; II; III; IV; VI 6,7; VII; VIII 1, 2A, 2C; IX; X; XI; XII; XIII; XIV; XV; XVI; XVII; XVIII; XIX; XX; XXI; XXII; XXIII; XXIV; XXV; XXVI; XXVII.

2. SALARY SCHEDULE FOR COTA, PTA AND STA

<u>Effective Date</u>	<u>Increase</u>
September 1, 2021	2.25%
September 1, 2022	2.25%
September 1, 2023	2.75%

YEARS SERVICE	2021-2022	2022-2023	2023-2024
1	32,915	33,656	34,581
2	34,711	35,492	36,468
3	36,568	37,390	38,419
4	38,362	39,225	40,304
5	40,213	41,118	42,248
6	42,072	43,018	44,201
7	43,931	44,919	46,154
8	45,700	46,728	48,013
9	47,571	48,641	49,979

APPENDIX D. 1 - EXTRACURRICULAR SALARIES

Effective Date September 1, 2021 Increase 2.25%

APPENDIX D – EXTRACURRICULAR SALARIES

Position	Stipend		
	2021-2022	2022-2023	2023-2024
High School Advisors			
Yearbook Advisor	3,903	3,903	3,903
Senior Class Advisor	3,417	3,417	3,417
Junior Class Advisor	1,799	1,799	1,799
Sophomore Class Advisor	1,440	1,440	1,440
Freshman Class Advisor	1,440	1,440	1,440
Ledger Advisor	2,284	2,284	2,284
Student Council Advisor	1,440	1,440	1,440
Math Team Advisor	1,259	1,259	1,259
Science Team Advisor	1,259	1,259	1,259
AEGIS Advisor	1,440	1,440	1,440
National Honor Society	2,104	2,104	2,104
BHS Treasurer	1,259	1,259	1,259
Marching Band	4,138	4,138	4,138
Drill Instructor	2,096	2,096	2,096
Color Guard Director	2,478	2,478	2,478
Percussion Instructor	2,478	2,478	2,478
Fall Play Director	2,340	2,340	2,340
Music Director	1,440	1,440	1,440
Choreographer	1,618	1,618	1,618
Spring Musical Director	3,417	3,417	3,417
Drama Festival Director	1,259	1,259	1,259
Graduation Coordinator	1,799	1,799	1,799
Key Club	1,213	1,213	1,213
GSA (fka Gay/Straight Alliance)	1,213	1,213	1,213
Model U. N.	2,284	2,284	2,284
DECA	2,284	2,284	2,284
Best Buddies	1,213	1,213	1,213
Technology Integration Specialist	5,340	5,340	5,340
Peer Leader / ADL Advisor	2,016	2,016	2,016
National Art Honor Society	1,213	1,213	1,213
HS Robotics Club	2,340	2,340	2,340
Middle School Advisors			
Yearbook	2,480	2,480	2,480
Math Team	1,860	1,860	1,860
Drama/Musical Director	1,613	1,613	1,613
Choreographer	868	868	868
Music Director	1,242	1,242	1,242
Student Council	2,480	2,480	2,480
National Honor Society	1,737	1,737	1,737
Chess	1,028	1,028	1,028
Position	Stipend		
	2021-2022	2022-2023	2023-2024
Art Club	1,028	1,028	1,028
Newspaper Club	1,028	1,028	1,028
Intramurals (3)	3,101	3,101	3,101
Peer Leader / ADL Advisor	2,016	2,016	2,016
Community Service	1,213	1,213	1,213
Writers' Club	1,028	1,028	1,028

Robotics Club	1,423	1,423	1,423
MS Jazz Band	1,467	1,467	1,467
Elementary Advisors			
Band Director	1,460	1,460	1,460
Strings Director	1,460	1,460	1,460

The stipend for Intramurals is for three (3) sports. The amount reflected in the contract is to be divided by three to obtain the amount per sport.

Members of the bargaining unit who chaperone the overnight trips for Grade 8 (end-of-year) and Nature's Classroom shall be paid an amount of \$100 for each overnight stay.

APPENDIX D. 2

The Parties shall establish a joint committee to review extracurricular and coaches' stipends in Appendices D and E. Such review will occur during the 2021-2022 work year. The joint committee will make recommendations to the Parties no later than April 1, 2022. The Committee agrees to budget \$20,000 in fiscal year 2023 for changes to stipends in Appendices D and E.

APPENDIX D. 3 Extracurricular Activity Proposal Procedure for New Clubs or Activities or Existing Clubs or Activities Requesting a New Stipend Category

Clubs/activities continuing into the subsequent school year will be posted annually no later than June 1, except as provided below, and the successful candidate will be notified of their selection no later than August 1. In the event there is no successful candidate selected, the position will remain posted until one is selected.

Stipend categories will be determined by May 15 of 2022 and all existing activities will be assigned a category. All new activities will be assigned a category as outlined below.

The form located in Exhibit C will be used to propose a new club/activity.

Proposals for Piloting New Clubs / Activities

- Prior to June 1st of the school year preceding the school year of the piloting of a new club or activity a unit member will present the proposal consistent with the mission of the Beverly Public Schools for the new club/activity to the Building Principal or their designee.
- Following the presentation of the proposal to the Building Principal/designee, the employee will complete the form in Exhibit C in its entirety and will include a thorough description of the club, its purpose, and all anticipated and/or planned activities. The employee submits the completed form to the Building Principal/designee.
- The Principal will review the proposal and determine if the club/activity will be presented to the Superintendent on behalf of the School Committee and the Association. The successful club / activity will result in a Memorandum of Agreement per Article IV, Section 8.
- If approved, the club/activity will be given pilot status for one year. The pilot year is unpaid.
- The Advisor of a pilot level club/activity will maintain and present accurate records of participant attendance, level of participation, meeting times and durations as well as additional time and responsibilities required of the advisor beyond the currently existing obligations to help determine whether the club/activity should continue in year two and to determine the assigned category.
- Proposals may also be submitted throughout the school year if the request is initiated by the Principal.
- If the club/activity meets all requirements at the end of the two years, and the club/activity and the data presented corresponds with a proposed Category, it will be added to the permanent extracurricular activities at the Category agreed upon during the pilot process. The Superintendent on behalf of the School Committee and the Association have the discretion to change the Category that the club/activity will be placed.
- Any unit member who shepherds a club/activity through the above process will be entitled to remain as Advisor without the position being posted annually for a third year. Thereafter the position will be posted on an annual basis.

Proposals Regarding Existing Clubs/Activities

- Recommendations may be made to move up or down between the stipend categories by either the Prospective Advisor /Advisor or the Principal.
- An advisor of an existing club/activity seeking a new stipend category will collect data for one (1) year with no additional stipend until the Superintendent on behalf of the School Committee and the Association review the data at the end of that school year. The advisor will maintain and present accurate records of participant attendance, level of participation, meeting times and durations, as well as additional time and responsibilities required of the advisor beyond the currently existing obligations.
- The Principal will review the proposal and determine whether the club/activity will be forwarded to the Superintendent on behalf of the School Committee and the Association for consideration of a stipend category adjustment.

Active and Inactive Clubs / Activities

- Clubs that do not run for three consecutive years will be deemed “inactive.”
- Inactive clubs may resume after a one (1) year pilot if approved by the Principal.
- Inactive clubs must be substantially the same club/activity when they resume as when piloted.

APPENDIX E. 1 – COACHES' SALARIES

Effective Date September 1, 2021 Increase 2.25%

SPORT	2021-2022				2022-2023				2023-2024			
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 1	STEP 2	STEP 3	STEP 4	STEP 1	STEP 2	STEP 3	STEP 4
HEAD COACHES												
Football	10,279	10,593	10,593	10,593	10,279	10,593	10,593	10,593	10,279	10,593	10,593	10,593
Cross Country	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268
Soccer	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156
Sailing	4,032	4,031	4,031	4,031	4,032	4,031	4,031	4,031	4,032	4,031	4,031	4,031
Field Hockey	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156
Cheering	1,550	1,711	1,760	2,114	1,550	1,711	1,760	2,114	1,550	1,711	1,760	2,114
Tennis	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268
Golf	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268
Ultimate Frisbee	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268	2,009	2,333	2,440	3,268
Basketball	4,689	5,008	5,238	7,034	4,689	5,008	5,238	7,034	4,689	5,008	5,238	7,034
Hockey	4,689	5,008	5,238	7,034	4,689	5,008	5,238	7,034	4,689	5,008	5,238	7,034
Indoor Track	2,584	2,909	3,042	4,084	2,584	2,909	3,042	4,084	2,584	2,909	3,042	4,084
Swimming	2,333	2,666	2,787	3,717	2,333	2,666	2,787	3,717	2,333	2,666	2,787	3,717
Baseball	4,714	5,050	5,273	7,047	4,714	5,050	5,273	7,047	4,714	5,050	5,273	7,047
Softball	4,714	5,050	5,273	7,047	4,714	5,050	5,273	7,047	4,714	5,050	5,273	7,047
Spring Track	2,584	2,909	3,042	4,084	2,584	2,909	3,042	4,084	2,584	2,909	3,042	4,084
Lacrosse	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156	4,356	4,684	4,854	6,156
Gymnastics	2,313	2,640	2,761	3,694	2,313	2,640	2,761	3,694	2,313	2,640	2,761	3,694
Wrestling	2,333	2,666	2,787	3,728	2,333	2,666	2,787	3,728	2,333	2,666	2,787	3,728
Volleyball	2,333	2,666	2,787	3,728	2,333	2,666	2,787	3,728	2,333	2,666	2,787	3,728
MS X-Country	1,357	1,498	1,565	1,879	1,357	1,498	1,565	1,879	1,357	1,498	1,565	1,879
MS Spring Track	1,357	1,498	1,565	1,879	1,357	1,498	1,565	1,879	1,357	1,498	1,565	1,879
ASSISTANTS												
Football	2,975	3,304	3,458	4,640	2,975	3,304	3,458	4,640	2,975	3,304	3,458	4,640
Soccer	1,986	2,179	2,284	3,062	1,986	2,179	2,284	3,062	1,986	2,179	2,284	3,062
Field Hockey	1,986	2,310	2,415	3,244	1,986	2,310	2,415	3,244	1,986	2,310	2,415	3,244
Basketball	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945
Hockey	2,480	2,728	2,936	3,829	2,480	2,728	2,936	3,829	2,480	2,728	2,936	3,829
Indoor Track	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Baseball	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945
Softball	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945	2,480	2,809	2,936	3,945
Spring Track	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Diving/Swimming	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Wrestling	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Volleyball	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Strength & Conditioning	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Golf	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441	1,403	1,735	1,816	2,441
Lacrosse	1,986	2,179	2,284	3,062	1,986	2,179	2,284	3,062	1,986	2,179	2,284	3,062
Cheering	860	956	985	1,196	860	956	985	1,196	860	956	985	1,196

Coaches will be evaluated using the evaluation form attached to this agreement. The District reserves the right to change the form of coach evaluations prior to the start of a season, with a 30-day notice to the union

APPENDIX E. 2

The Parties shall establish a joint committee to review extracurricular and coaches' stipends in Appendices D and E. Such review will occur during the 2021-2022 work year. The joint committee will make recommendations to the Parties no later than April 1, 2022. The Committee agrees to budget \$20,000 in fiscal year 2023 for changes to stipends in Appendices D and E.

APPENDIX F - MISCELLANEOUS

1. FLEXIBLE SCHEDULING.

The Superintendent and the Association President may develop a mechanism for implementing flexible scheduling for high school teachers.

2. ADDITIONAL STIPENDED POSITIONS.

- A. Effective September 1, 2003, the parties agree to amend the Collective Bargaining Agreement to include the positions of Equity Coordinator, Title I Coordinator, Kindergarten Grant Coordinator, K-6 Literacy Coordinator, K-6 Mathematics Coordinator, Consultant Teacher for Mentoring Beginning Teachers, Mentor Teacher, Webmaster (building), and Technology Specialist (building) as stipended positions in the Beverly Public Schools.
- B. Effective September 1, 2005, the parties agree to amend the Collective Bargaining Agreement to include the positions of Extended Day/Year Coordinator, Special Education Mentor Teacher and Peer Leader / ADL Advisor as stipended positions in the Beverly Public Schools.
- C. The stipended positions mentioned above in A and B are primarily funded through grants. As such the amounts are subject to funding levels which may vary from year. The parties recognize that this variation exists and that exact stipends will therefore be determined on an annual basis. Actual stipends for previous years are shown below to give some indication of stipend amounts.

Position	2017 - 2018	2018- 2019	2019- 2020
Equity Coordinator	200 - 2,050	200 - 2,050	200 - 2,050
Title I Coordinator	0	0	0
Kindergarten Grant Coordinator	0	0	0
K-6 Literacy Coordinator	Teacher salary (Unit A Salary Schedule) plus ten days at the employee's per diem rate		
K-6 Mathematics Coordinator	Teacher salary (Unit A Salary Schedule) plus ten days at the employee's per diem rate		
Mentor Teacher Leader	3,000	3,000	3,000
Webmaster (building)	4,224	4,224	4,224
Technology Specialist (building)	0	0	0
Extended Day/ Year Coordinator	0	0	0
Peer Leader / ADL Advisor	1,794	1,794	1,794
Content Specialist	2,112	2,112	2,112
Curriculum Facilitator	3,169	3,169	3,169
Restraint Instructor	4,224	4,224	4,224
Related Services Coordinator	3,169	3,169	3,169
Homework Club	Ranges from \$400 to \$1,500 depending upon scope of work.		

Pursuant to the August 18, 2017 Addendum to the June 22, 2017 Memorandum of Agreement, a committee will be created to review Appendix H and anything else that would fall under Appendix H.

APPENDIX G – EDUCATOR EVALUATION

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Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
 - B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
- 2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**
- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
 - B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
 - C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
 - D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including walkthroughs and/or unannounced observations of practice of not fewer than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
 - E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
 - F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no fewer than 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not fewer than 10 minutes in length by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) ***Parties:** The parties to this agreement are the Beverly School Committee and the Beverly Teachers Association that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least two years of data for the first year (2014-2015) and at least three years thereafter 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) 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. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of not fewer than 10 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback as proposed by the state regulations of June 30, 2013 – see # 23-24, below; 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

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree the rubrics attached to this agreement shall be used.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By September 30th 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 September 30th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

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 Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:

- (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
- vi) The district shall provide its district wide, strategic plan, and individual school improvement 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. The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - iv) In conjunction with the Evaluator, goals shall be developed by individual educators, teams, departments or groups of educators who have similar roles and responsibilities.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

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

11) **Observations**

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

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

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial or full-period classroom visitations for the purpose of evaluations and shall be no fewer than 10 minutes long.
 - ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
 - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- B) Announced Observations
 - i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

- (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (b) Within 3 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment

report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

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

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

- K) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end 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.
- L) 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.
- M) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- N) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- O) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- P) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- Q) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- R) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- S) 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.

13) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review other than through the grievance process.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 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.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

14) **Educator Plans – General**

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

15) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments. Such discretion shall not be arbitrary or capricious.
- B) The Educator shall be evaluated at least annually.

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

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

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator and the Association to discuss the Improvement Plan. The Evaluator in conjunction with the Association will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;

- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) 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) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1

Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
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	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

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

B) Educators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. 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. 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 Administrator 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% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- 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.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was just cause as well as substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was just cause as well as substantial compliance

BEVERLY PUBLIC SCHOOLS
BEVERLY, MASSACHUSETTS

ABSENCE REPORT FORM

Name _____ **Instructional**
School/Dept. _____ **Non -Instructional**

REASON

_____ **PERSONAL DAY** (for imperative personal business which could not effectively be conducted outside of school hours)

Verification of requested leave: _____ days available
_____ days used

Payroll Clerk

_____ **VACATION** (where permitted by contract) Custodians & Clerks two weeks advance.

_____ **PERSONAL ILLNESS** (non-instructional staff only)

_____ **FAMILY ILLNESS** (non-instructional staff only)

_____ **BEREAVEMENT LEAVE** Relationship _____
of days: _____

_____ **JURY DUTY** (Please return receipt after you serve)

_____ **SUMMONS to court as witness (MUST PROVIDE DOCUMENTATION)**

_____ **ATTENDANCE at the marriage of a son/daughter, sibling, parent**
(PLEASE CIRCLE ONE)

_____ **OTHER** (subject to Superintendent's approval) please specify:

DATES OF ABSENCE: _____

INSTRUCTIONAL: _____ (Number of Days)

NON-INSTRUCTIONAL: _____ (Number of Hours)

DAY(S) OF THE WEEK (circle) M T W TH F

Employee Signature: _____ **Date:** _____

Acknowledged by: _____ **Date:** _____

Business Manager (Non-Instructional) **Superintendent of Schools (Instructional)**

UNUSED PERSONAL AND SICK LEAVE REMUNERATION APPLICATION
MUST BE SUBMITTED NO LATER THAN THE LAST DAY OF THE CURRENT SCHOOL YEAR.

Name _____

I hereby request remuneration for unused sick and personal days during the current school year. According to my records, I have used the following sick and/or personal days:

<u>Number of Days Used</u>	<u>Remuneration</u>	
0	\$500	_____
1	\$400	_____
2	\$300	_____

VERIFICATION BY CENTRAL OFFICE OF SICK AND PERSONAL DAYS USED:

_____ days (sick and personal) used

_____ Payroll Clerk

I understand that by accepting this stipend, my unused personal days for the current school year will not roll over into sick time in the subsequent school year.

Unit A Member Signature: _____

Extracurricular Activity Proposal / Stipend Category Change Form

Club/Activity Name:		Advisor Name:
Pilot Status: ___ Year 1 ___ Year 2 Existing Club Category _____		Date Submitted:
Proposed Category:		Dates of Pilot:
Proposed # of Meetings/Events:		Proposed Meeting Dates:
Club Description: (Attach additional sheets if necessary.)		
Student Sponsor: (if applicable)	Are signatures attached (Year 1 only)? ___Y ___N	Is attendance attached ___Y ___N
Does this club/activity require/include:		
Overnight trips? ___Y ___N # of trips _____	Performance or competition? ___Y ___N # of competitions _____	Weekend participation? ___Y ___N # of weekends _____
Approved by (Principal) _____		Date: _____
Approved by (Superintendent) _____		Date: _____
<p>At 1) the conclusion of the pilot or 2) in request for a stipend category change the advisor will provide all of the relevant data for this club/activity to the Principal for Category placement. This includes but is not limited to the following:</p> <ul style="list-style-type: none"> Name, Purpose and Description of the Club / Activity Attendance and Participation Data Meeting Times and Durations; Calendar(s) Anticipated and/or Planned Activities Documentation of performances, competitions, and/or travel/trips Student work products, performances, videos, photographs, reflections etc. Additional time and responsibilities required of the Advisor 		

Athletic Coach Performance Evaluation

Coach:	Assignment:	Date:			
Number of Years in this Assignment:		Number of Years Coaching in School District:			
1. ADMINISTRATIVE EVALUATION (To be completed subsequent to the coaching assignment, then reviewed with the coach)		PC	NI	U	NA
A. ADMINISTRATION					
1. Care of equipment (issue, inventory, cleaning, etc.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organization of Staff		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Organization of Practices		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Communication with Coaches and Faculty		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Adherence to district/school philosophy and policies (permission/medical forms, rosters, inventories, budget requests, scores reported, and uniforms)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Public Relations		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Supervision of Players		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. SKILLS					
1. Knowledge of Fundamentals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Presentation of Fundamentals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Game Preparation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Prevention/care of injuries (follow up with trainer and parents)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. RELATIONSHIPS					
1. Enthusiasm					
a. For working with students		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. For working with staff (support of other programs)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. For working with academic staff		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. For the sport itself		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Discipline					
a. Firm but fair		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Communication with players					
a. Individual		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. As a team		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. PERFORMANCE					
1. Appearance of team on the field or floor		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Execution of the team on the field or floor		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Attitude and behavior of the team		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Conduct of the coach during game		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. SELF IMPROVEMENT					
1. Attends in-district meeting and clinics		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Attends out of district meetings and clinics		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Keeps updated by reviewing current literature		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. GENERAL COMMENTS ABOUT SEASON:					

CODE: PC Professionally Competent, NI Needs Improvement, U Unsatisfactory, NA Not Applicable