



AGREEMENT BETWEEN THE

BEDFORD SCHOOL COMMITTEE

AND THE

BEDFORD EDUCATION ASSOCIATION

2021 – 2024

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AGREEMENT

THIS AGREEMENT made and entered is in effect the 1st day of July 2021 by the Bedford School Committee (hereinafter referred to as the Committee) and the Bedford Education Association (hereinafter referred to as the Association) and continues to and through June 30, 2024.

ARTICLE 1

Recognition

- 1-01 The Committee recognizes the Association as the exclusive bargaining agent for all regular professional employees employed half time or more (with the exception of executive officers and administrative personnel, including the Superintendent of Schools, Director of Finance, Assistant Superintendent of Schools, Director of Curriculum and Instruction, Principals, and the Director of Special Education) for the purpose of negotiations with respect to wages, hours and other conditions of employment under provisions of Massachusetts General Laws, Chapter 150 E.

ARTICLE 2

Committee Rights and Responsibilities

- 2-01 Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute, or any rule or regulation of any agency of the Commonwealth. Except as specifically limited by this Agreement, the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of the grievance and arbitration procedures.

ARTICLE 3

Association Rights and Responsibilities

- 3-01 The Association and the Committee agree that collective bargaining matters will be handled during non-school hours whenever possible.
- 3-02 If negotiation meetings between the Committee and the Association are, by mutual consent, scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary to permit their participation in such meetings. If necessary, after reasonable efforts by the Association's representatives to secure their own substitutes, it will be the Administration's responsibility to provide substitutes, if such negotiation meetings are scheduled during the school day at the request of the Administration.
- 3-03 When it is necessary for a representative of the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, the representative will, upon notice to the principal and to the Superintendent, be released without loss of pay as necessary in order to permit the representative's participation in the foregoing activities. If necessary, the Administration will provide a substitute if such a meeting or hearing is scheduled at its request.
- 3-04 Any teacher whose appearance in such investigations, meetings, or hearings, as a witness, is necessary will be accorded the same right as in 3-03.
- 3-05 The Association agrees that these rights will not be abused and that whenever possible, grievance committee investigations and proceedings should take place after normal school hours so as not to impair the right of the student to the regular teacher.

- 3-06 There will be no reprisals of any kind taken against any teacher by reason of the teacher's membership in the Association or participation in its lawful activities.
- 3-07 It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employees.
- 3-08 The President of the Association shall be relieved of two (2) periods of teaching assignment. The Association will reimburse the School District \$5000 per year as compensation for the reduced teaching load. If the President is an elementary teacher, the load reduction will be negotiated with the Superintendent.
- 3-09 Each individual School Council shall provide to the President of the Association all agendas and minutes, produced by school councils when said information is made available to council members.
- 3-10 The President of the Association shall also receive a copy of the School Improvement Plan
- 3-11 At the request of the Association, the District will provide lists of members covered by the BEA contract that include contact information, employment status, insurance premium deductions, dues deduction rates, seniority information, longevity information and other employment information that would be useful for negotiations preparations and membership information.
- 3-12 At the request of the Association, the Superintendent will allow the allotted number of teacher delegates to attend the Statewide Meeting of Delegates of the MTA provided that the BEA will cover the cost of substitute coverage and/or arrange for other teachers to cover the delegates' work duties.

ARTICLE 4

Association Rights and Dues

4-01 Association Rights

- a. The parties agree to adhere to the terms outlined in MGL. C. 150E as amended by St. 2019 c. 73 (amending Sections 5 and 5A of MGL c. 150E) including but not limited to the following Association rights:
 - 1. To meet with individual employees on the Committee's premises during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues;
 - 2. To conduct worksite meetings during lunch and other non-work breaks and before and after the workday on the Committee's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of an exclusive representative and internal union matters involving the governance or business of the employee organization; and
 - 3. To meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.
- b. The Committee shall notify the Association no later than 10 calendar days after the date a prospective employee accepts an offer of employment and provide in spreadsheet file format or other format agreed to by the Association: (i) name; (ii) job; (iii) title; (iv) worksite location; (v) home address; (vi) work telephone number; (vii) home and personal cellular telephone numbers on file with the public employer; (viii) date of hire; (ix) work email address; and (x) personal email address on file with the public employer.

- c. The Association shall have the right to use the email system of the Committee to communicate with bargaining unit members regarding official union-related matters including, but not limited to, elections, election results, meetings and social activities; provided, however, that the use does not create an unreasonable burden on network capability or system administration.
- d. The Association shall have the right to use the Committee's buildings to conduct meetings with unit members regarding bargaining negotiations, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues and internal union matters involving the governance or business of the union; provided, however, that the use does not interfere with the Committee's operations.
- e. Should St. 2019 c. 73 be repealed or amended the Parties agree to reopen Article 4 for the sole purpose of renegotiating this Article of the Contract.

4-02 Authorized deductions will be taken out in twenty (20) equal payments.

4-03 The Association will hold the Committee harmless and indemnify the Committee for any expenses incurred in the administration and enforcement of Article 4 including but not limited to attorney's fees and cost, but excluding incidental clerical cost, provided:

- a. The Committee expeditiously fulfills its obligations under this Article;
- b. The Association reserves the right to select or assign counsel of its own choice, the Committee cooperates with said counsel in the conduct of the case; and,
- c. The Association retains full control over the conduct of the case.

ARTICLE 5

Grievance Procedure

- 5-01 "Grievance" within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violation of the Agreement.
- 5-02 Level One: An employee with a grievance shall present it in writing to the building principal or appropriate administrator who shall respond to said grievance in writing within five (5) school days.
- 5-03 Level Two: If the grievance has not been resolved to the satisfaction of the employee and the Association, the employee or the Association may within five (5) school days of receipt of the Level One decision present the grievance in writing to the Superintendent or the Superintendent's designee. Within five (5) school days after receiving a grievance, the Superintendent or the Superintendent's designee shall meet with the employee and the Association representative in an attempt to resolve the grievance. The Superintendent or the Superintendent's designee shall respond to the grievance in writing within five (5) school days of said meeting.
- 5-04 Level Three: If the grievance is not resolved to the satisfaction of the employee and the Association, the employee or the Association may within five (5) school days of receipt of the Level Two decision submit the grievance in writing to the School Committee. Within ten (10) school days or at the next scheduled meeting of the School Committee, whichever is later, the School Committee shall meet with the employee and representatives of the Association for the purpose of hearing the arguments of the parties involved and attempt to resolve the grievance. Within ten (10) school days following said meeting the School Committee shall respond to the grievance and provide rationale for its decision in writing.

- 5-05 Level Four: If the grievance is not resolved to the satisfaction of the Association it may within ten (10) school days following receipt of the Level Three decision, submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association unless the parties have agreed to submit the grievance for arbitration to some other neutral arbitrator. The fees of the American Arbitration Association and of the Arbitrator and the expenses of any required hearings shall be shared equally by the School Committee and the Association, but each shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.
- 5-06 The Arbitrator's award shall be in writing and shall set forth the Arbitrator's findings of fact with reasoning and conclusions. The Arbitrator shall arrive at this decision based solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The jurisdiction of the Arbitrator shall be limited to the interpretation and application of the terms of the Agreement. The Arbitrator shall not have the authority to alter, modify or amend this Agreement. The decision of the Arbitrator within the scope of the Arbitrator's jurisdiction shall be final and binding upon the parties thereto.
- 5-07 If at the end of fifteen school days next following the event or occurrence which occasioned the grievance or the date of first knowledge of the event or occurrence by an employee affected by it the grievance shall not have been presented at Level One of the grievance procedure, 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 it is not presented within the time specified, the employee and/or the Association may proceed to the next level. The parties may mutually extend the specified times.
- 5-08 No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Bedford Public Schools for any employee involved in such grievance.
- 5-09 If any employee covered by this Agreement shall present the employee's own grievance in writing without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- 5-10 If a grievance affects a group or classification of employee, the Association has the right to process the grievance.
- 5-11 Should a grievance be settled at any level below the School Committee, it is understood that the specific grievance is settled without prejudice and without precedent. Since the School Committee by law is responsible for making policy, only the School Committee can settle a grievance in which both precedent and prejudice are involved.

ARTICLE 6

Professional Employment Policy

- 6-01 The Committee and the Association agree that it is a beneficial educational policy to maintain a high percentage of experienced personnel on the staff of every school.
- 6-02 It shall be stated policy of the School Committee to employ whenever possible in the best interest of the public schools such teachers and such other professional personnel serving the schools in a supervisory capacity who are certified under the requirements of the Massachusetts Board of Education. Uncertified teachers and supervisory personnel may be appointed provided application for certification in Massachusetts has been submitted to the Board and is still pending, or provided such application will be made within three months after the start of employment in the local school system. Professional personnel for whom certification is required must obtain said certification within a period not to exceed three school years from the date of commencement of local employment. Professional personnel requiring certification and not having achieved certification within the three-year period shall not be placed on professional teacher status.

The School Committee reserves the right to appoint uncertified professional personnel through the waiver request process when it is deemed to be in the best educational interests of the pupils and school system to do so or when it would constitute a great hardship in securing teachers for the schools of the town.

Also, in order to fulfill the School Committee policy regarding certification, it is expected that any Bedford Public Schools teacher hired with a temporary, preliminary or initial license will take the necessary steps to obtain professional licensure by the end of the first five years of employment, unless the license has been extended as may be the case with teachers who have been granted an extension on their initial license from the Department of Elementary and Secondary Education, but in no circumstances beyond the expiration of the extended initial license.

- 6-03 Although full-time teachers are preferred, the Committee may, at its sole discretion, employ part-time teachers subject to the following conditions:
- a. A part-time teacher shall be placed on the salary schedule in accordance with Article 7 and shall be compensated at a prorated salary equal to the same proportion as the teacher's teaching load compared to that of a full-time teacher.
 - b. A part-time teacher shall be scheduled for a prorated share of duties, preparation time, and other responsibilities if the principal determines that it can be scheduled so as to provide for an uninterrupted workday. Part-time teachers shall be available outside of their assignments for student help.
 - c. Part-time teachers shall be given consideration for any full-time vacancy for which they apply provided they meet the minimum qualifications as established by the Committee for the position.
 - d. Part-time teachers will be expected to participate in all full-day staff professional development days.
 - e. Part-time staff who are unable to attend the Wednesday afternoon meetings will be responsible for obtaining and reviewing any material presented to staff at faculty meetings, and at the discretion of their administrators or team leaders, to meet to review such materials during their non-teaching time.

ARTICLE 7

Teacher Employment

- 7-01 Teachers entering the Bedford system shall receive credit for previous public and approved private school teaching experience as evaluated by the Superintendent. Normally one step on the teacher's salary schedule will be granted for each year of such experience. The Superintendent may grant fewer steps if the Superintendent believes that the time and nature of the experience warrants such action.
- 7-02 The Superintendent of Schools will grant $\frac{1}{4}$ to $\frac{3}{4}$ year of experience in Industrial Arts for each year of work in related fields depending on how relevant the experience is.
- 7-03 Teachers entering the Bedford system may be granted up to three year's credit for Peace Corps, Vista, and similar educationally related experience.
- 7-04 In employing a teacher the Bedford schools will not give credit for military experience on the teacher's salary schedule unless the same had been granted to the teacher by a previous school system.

ARTICLE 8

Substitute Teachers

8-01 No employee covered by this Agreement shall be required to procure substitutes for any absent employee.

ARTICLE 9

Teacher Year, Day, Load

9-01 Teacher Year

- a. Starting with the 2021-2022 school year, ten-month teachers shall be required to attend school for four days more than the students attend (184 days). Two days before the first student day, teachers will have a minimum of two (2) hours of preparation time during one of these two (2) days. The two additional days shall be scheduled by the Superintendent. Teachers shall earn one (1) in-service credit per year for the two (additional in-service days and a minimum of eight (8) early release days. On an individual basis due to unavoidable circumstances, in the event a teacher is absent for one (1) of the two (2) days, the teacher will be awarded the one (1) in-service credit for that year at the discretion of the Superintendent.
- b. Starting with the 2021-2022 school year, the remaining two (2) additional days will be scheduled as follows:
 - Two days before the first student day
 - Teachers will have a minimum of two (2) hours of preparation time during one of these two (2) days
- c. The work year for teachers may, at the discretion of the Committee, start no more than seven (7) calendar days before Labor Day. Students will start on or after September 1st. In any event, there will be no work scheduled on the Friday prior to Labor Day.
- d. The Association shall be consulted concerning the school calendar prior to its publication and/or adoption; however, the final decision on the school calendar shall be made by the Committee.
- e. The work year for School Counselors at the high school shall, in addition to the work year for teachers, include the equivalent of four (4) non-holiday weekdays during the summer. The per diem pay shall be 1/185 of the teacher's salary.

The work year for School Counselors at the middle school shall, in addition to the work year for teachers, include the equivalent of three (3) non-holiday weekdays during the summer. The per diem pay shall be 1/185 of the teacher's salary.

- 9-02 a. Except as otherwise provided for in this Article, it shall not be the intent of the school administration to require Kindergarten through Grade 5 teachers to be present in school more than a combined total of fifteen (15) minutes before and after the student day or to require Grade 6-12 teachers to be present in school more than a combined total of thirty (30) minutes before and after the student day. The student day is defined as follows:

High	7:45 a.m. – 2:24 p.m.	Wednesday 12:54 p.m. student dismissal
Middle	7:40 a.m. – 2:16 p.m.	Wednesday 12:43 p.m. student dismissal
Lane	8:17 a.m. – 2:46 p.m.	Wednesday 1:17 p.m. student dismissal
Davis	8:53 a.m. – 3:20 p.m.	Wednesday 1:55 p.m. student dismissal

	Integrated Preschool		
	Student Drop Off	Student Day	Pick Up Window
Morning Program	9:20 a.m. - 9:35 a.m.	9:35 a.m. - 12:25 p.m.	12:25 p.m. - 12:40 p.m.
Full Day Program	9:20 a.m. - 9:35 a.m.	9:35 a.m. - 2:50 p.m.	2:50 p.m. - 3:00 p.m.

The time remaining on Wednesdays, after students are dismissed early, will be Teacher in-service time.

1. Staff and Department meetings will be held on Wednesdays after school. Consistent with Article 9-04, teachers may be required to remain in school for one hour beyond the end of the workday for the purpose of attending staff meetings.
2. One half (½) of the Wednesday early dismissal days will be teacher-led to work toward meeting district goals. During these Wednesdays, the administration may schedule regular education and special education student support consultation meetings. Additionally, at the elementary level, the administration may schedule grade level data meetings and at the secondary level, the administration may schedule SST meetings. These meetings shall be voluntary for teachers. Teachers in their instructional groupings, i.e. grade level, department, term, will meet at the beginning of each marking period to plan how the individual members or groups will use their Teacher Wednesdays for the subsequent marking period. Written individual and/or group plans for the marking period will be provided to Principals and Program Administrators/Directors. Teachers will provide individual or group work products or individual or group documentation summaries to their Principal and Program Administrator/Director at the conclusion of the marking period.

Plans may be amended by individual teachers or teacher groups as long as notice is given to their Principal and Program Administrator/Director.

Time for planning sessions will be provided by the District at the beginning of the first and third marking periods. Time for planning for the second trimester at the elementary schools and the second and fourth quarters at the secondary schools will be scheduled during the first Teacher Wednesday of said marking period.

3. The Professional Development calendar for the teacher-led Wednesday early dismissal days will be set up by the reconstituted Professional Development Committee. A representative from each building, as well as the BEA President and the Assistant Superintendent will be on the Committee.
- b. The Administration may vary the beginning and ending times for high school teachers set forth at subsection a. above, in the manner, and to the extent, that may be necessary to accommodate the students' course selections. Volunteers from within the department shall be solicited before any involuntary changes are made in the normal work day (alternative schedule). Teachers affected by a change in the normal work day shall be notified by August 1 preceding the new school year. No teacher shall be required to accept a change in the normal work day more than once every three school years, or for more than one period per day. If a teacher shall be affected by a change in the normal work day, the availability of such teacher for student extra help, after-school duties, and after-school meetings shall be adjusted in accordance with the change in the teacher's normal work day.
 - c. The normal work day for those teachers who individually deliver service to middle school and elementary school students may be varied by no more than one hour from the provisions of Section 9-02 a.
 - d. The teacher workday shall be as follows:

Integrated Preschool Program: Teachers are expected to be at school from 8:55 am until 3:20 pm.

Davis: Teachers are expected in the classroom from 8:53 a.m. to 3:20 p.m. The announcement and dismissal process on non-early-release days starts at 3:15 pm (Wednesdays: 1:50 pm).

Lane: Teachers are expected to be in their classrooms from 8:17 a.m. to 2:46 p.m. The announcement and dismissal process on non-early-release days starts at 2:36 p.m. (Wednesdays: 1:07 pm).

Elementary teachers' non-teaching duties will not exceed thirty (30) minutes weekly.

High: Teachers' 6-day cycle is currently: No more than twenty (20) teaching periods, and one (1) advisory/flex block per cycle and one (1) unassigned preparation period per day.

9-03 The Middle School schedule will be defined as:

A six (6) day rotating schedule consisting of six (6) periods per day, each 54 minutes in length and one block of advisor-advisee time. Within the six (6) day cycle, all teachers will have no more than 25 teaching periods, six (6) advisor-advisee blocks of 14 minutes in length and no less than nine (9) unassigned preparation periods each 54 minutes in length.

9-04 Teachers may be required to remain after the regular workday without additional compensation for up to one (1) hour twice a month to attend staff meetings.

- a. High School teachers shall remain after school for 50 minutes on one (1) day per week (Monday - Thursday) and 25 minutes either before or after the student day on three (3) days per week. The exact days for each teacher or department shall be determined by the principal following consultation with the teacher, department head and/or program director.
- b. Research committees appointed by the principal, with the approval of the superintendent, shall be eligible for in-service credit.
- c. Normally, meetings will not be scheduled for Friday.

9-05 For Middle School and High School only, attendance at night functions other than three (3) open houses yearly scheduled by the building principal will be voluntary for teachers.

- a. The elementary teachers will have a thirty (30) minute uninterrupted lunch period between the hours of 11:00 a.m. and 1:30 p.m. every day and shall not be required to perform any duties during this period.
- b. Full-time Integrated Preschool Teachers will have a thirty (30) minute uninterrupted lunch period between the time the students leave school and 1:00 pm every day. Part-time Integrated Preschool Teachers on Wednesdays will have a thirty (30) minute uninterrupted lunch period between the time the students leave school and 1:00 pm.

9-07 Preparation time shall be free of all other activities or assignments.

- a. Integrated Preschool Teachers are entitled to preparation time between 8:00 am and when students arrive and between when students leave and 2:30 pm each day, not counting their thirty (30) minutes for lunch. During this time, teachers are expected to participate in team meetings, IEP meetings, parent meetings, and individual or collaborative preparation. Full-time teachers will have no less than 200 minutes per week of uninterrupted preparation time. Part-time teachers' preparation time shall be prorated.
- b. Each elementary teacher is entitled to 200 minutes of preparation time each week, and no less than 30 consecutive minutes each day when achievable in a teacher's daily schedule.

- c. Middle School teachers will be granted no fewer than nine (9) preparation periods of 54 consecutive minutes each per six (6) day cycle and at least one (1) preparation period per day of 54 consecutive minutes.
 - d. High School teachers will be granted at least one (1) preparation period per day of 69/70 consecutive minutes.
 - e. Special Education Educators, Related Service Providers, ESL Educators and Reading Educators may be excused from some general education meetings by building/district administration, when appropriate, to create and maintain paperwork for legally mandated documentation.
- 9-08 Every effort shall be made to eliminate the non-teaching duties and lighten the load of first year personnel.
- 9-09 The School Committee will attempt to reduce the frequency of the teachers' rotations in the various cafeterias by having one cafeteria aide at each of the elementary schools and the middle school, and two aides for the high school cafeteria.
- 9-10
- a. Special Educators (with the exception of Bridge, SAIL and STEP Program teachers) will not be required to complete more than two (2) triennial student educational assessments per year. Bridge, SAIL and STEP Program Special Educators will not be required to complete more than one (1) triennial student educational assessment per year.
 - b. One (1) full professional day will be allotted per teacher per year for the purposes of completing student evaluations and associated paperwork. If the administration of evaluations requires additional time outside of the given Professional Day, the District will provide in-house coverage for Special Educators.
 - c. The District will provide professional development to ensure all Special Educators are properly trained in educational assessment procedures.
 - d. If the evaluating Special Educator evaluates a student not on the Special Educator's caseload, the Special Education Program Administrator will interpret and present the evaluation results at the team eligibility meeting.
 - e. Except in extraordinary circumstances, related service providers will not cover classes when teachers or other staff are absent. Related service providers who share time between multiple school buildings will not be assigned duties such as lunch monitoring or before/after school duties.
- 9-11
- a. To the extent consistent with Article 6-03, teacher assignments in more than one building shall be kept to a minimum.
 - b. When a teacher is assigned to more than one school building, then, in addition to normal lunch and preparation time, said teacher will be provided with adequate travel time in order to reach each assignment on time. When a teacher is assigned to more than one building, the principals will collaborate prior to assigning the teacher.
 - c. An uninterrupted lunch period between 11:00 am and 1:00 pm each day will be scheduled, following the lunch schedule of the school that the teacher is assigned to during that time.
 - d. Itinerant teachers' travel time will be counted toward duty minutes and total duty time will be configured between the teacher and building administrators at the beginning of the school year when feasible.
- 9-12 School counselors at the high school who hold evening office hours at the request of the Principal will have one compensatory day for each three evenings of work.
- 9-13
- a. When the high school is on the extended block, teachers may be assigned the equivalent of fifty (50) minutes of duty assignments in a six (6) day cycle.

- b. When the middle school is on a schedule of 55-minute periods, duties for teachers with 25 teaching periods will be limited to advisor-advisee blocks, one enrichment period per six (6) day cycle, corridor supervision and detention duty. Teachers may be assigned cafeteria duty one (1) time in a six (6) day cycle or afternoon bus duty one (1) time per week and not on a day that they have five (5) academic classes. Morning bus duty will be on a voluntary basis.
 - c. Integrated Preschool Teachers and Teaching Assistants shall not be assigned duty outside of the preschool program.
- 9-14 For Elementary Schools attendance at night functions shall be as follows:
- Davis: Parent/Teacher Conferences in November and March on two consecutive Wednesdays from 2:00 pm to 6:30 pm
 - Lane: Parent/Teacher Conferences in November and March on two consecutive Wednesdays from 1:30 pm to 4:00 pm and from 1:30 pm to 7:00 pm.
 - One Back To School Night scheduled in the fall.
- One of the Wednesdays in the fall and in the spring will fall on a teacher Wednesday for both Davis and Lane. These two (2) hours total will be given back to teachers at the administrator's discretion.
- 9-15
- a. Electronic grade book: high school and middle school teachers will post grades at report card time and mid-cycle. Elementary school teachers shall post grades at report card times.
 - b. High school teachers shall be required to take attendance every teaching period and report attendance in the electronic gradebook provided by the district on a daily basis.
- 9-16
- a. Co-teaching pairs will be guaranteed a minimum of co-planning time as follows: BHS will have one (1) period per cycle; JGMS will have 2 periods per cycle; Lane and Davis will have 90 minutes per 5-day cycle. The co-teacher planning time is not in addition to the preparation time provided for in 9-07. In addition to the minutes/periods above, co-teaching pairs will be allowed to use the Teacher Wednesday time to plan together. This provision shall apply to a team of two teachers who formally engage in the co-planning of the curriculum and co-delivery of instruction.
 - b. New teachers to co-teaching will be trained in the spring on a professional release day. New teams of co-teachers will be given a professional release day in the spring and one professional day in the summer at the per diem rate for planning with a coach or facilitator for both days. These days will be scheduled by administration in consultation with teachers to allow for multiple teams to work with the coach/facilitator on the same day. All teams of co-teachers (new and existing) will have three (3) professional release days for planning (one in November, one in January, and one in March) with a facilitator available, if needed. Existing teams of co-teachers will receive one professional release day in the spring, once the class rosters are available, and the option of one half day during the summer for the planning with no coach/facilitator available.
 - c. Teachers will be notified of their formal co-teaching pair assignment(s) by May 1st of the previous school year.
- 9-17 A small joint labor management committee will be established to discuss the following issues regarding the preschool: safety concerns with pick up and drop off; scheduling service providers; the possible need to extend hours for TA's to ensure adequate coverage; and how to work with local daycare providers to accommodate the dismissal and lunch for the students. This JLMC will consist of 2 members from the BEA and 2 members from the administration. The JLMC will meet regularly beginning no later than October 2021 and ending by February 2022. The JLMC will propose solutions and make recommendations based on data collected and collaboration. The recommendations of this committee are subject to bargaining upon the request of either party.

ARTICLE 10

Non-Teaching Duties

- 10-01 Teachers will not be required to collect money for non-educational purposes except for school insurance.
- 10-02 Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.
- 10-03 Teachers will not be required to drive pupils to activities which take place away from the school building.
- 10-04 It is recognized that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is utilized primarily toward this end.
- 10-05 Specifically where teachers are required to perform detention duty, this duty shall be assigned on a rotating basis among all unit members whose assignment has them in the building at the end of the student day provided, however, this language shall not be construed to prevent the principal from altering the rotation so long as all unit members within the building share equitably in the performance of detention duty during the course of the school year. Other non-teaching duties shall be equitably distributed among the unit members in each building.

ARTICLE 11

Teacher Assignment/Grades

- 11-01 Each teacher will be notified in writing of any change in the teacher's teaching assignment for a subsequent year not later than June 15th and insofar as possible by June 1st. Subsequent to such notice, the teacher's assignment shall not be changed without agreement of the teacher unless some unexpected circumstance necessitates a change.
- 11-02 The notice-provisions of Article 11-01 of the Agreement apply to changes in levels at the Middle School, provided that the Superintendent's right under said Article to make post-notification changes in a teacher's assignment also applies to post-notification changes in Middle School levels.
- 11-03 If a teacher believes that the teacher has been assigned an inequitable proportion of duties (such as number of classes taught, study halls, curriculum committee and general departmental work) the teacher may grieve and the grievance may be taken as far as the Committee but may not be arbitrated.
- 11-04 If a teacher believes that a change in the nature of the classes the teacher is to teach 1) will require the teacher to teach outside of the teacher's area of certification, or 2) has been made for reasons other than the best interests of the educational program, the teacher may grieve and the grievance may be taken as far as the Committee but may not be arbitrated.
- 11-05 Grades will not be due until the end of the fifth workday following the close of grades. However, K-2 specialists' grades are due as determined by the principal, but no more than five (5) school days prior to when grades are due for the academic teachers.

ARTICLE 12

Class Size

- 12-01 The Association shall have the right to discuss with the Committee an appropriate class size for any particular case in question.

ARTICLE 13

Student Teachers

- 13-01 Teacher interns shall be assigned only with the consent of the classroom teacher. Student teachers will not be required to substitute.

ARTICLE 14

Vacancies and Promotions

- 14-01 Whenever any vacancy in a professional position occurs, it will be publicized by the Superintendent in writing to the President of the Association, and published to the entire professional staff via internal electronic mail. Duties and rates of compensation will be set forth.

If a promotional vacancy arises which the Administration intends to fill and which is known to be permanent or of at least two months' duration, the position will be posted as soon as the Administration decides to fill the position, provided that the Administration will have the right to fill the vacancy as it sees fit during the pendency of the posting period. The Administration will provide a general notice to the staff of all curriculum work opportunities referred to in Appendix A-10 hereof, provided that none of the provisions of Section 14-02 hereof shall apply to applications for such opportunities or to the processing of such applications.

- 14-02 Whenever any vacancy occurs or new position is created, all teachers will be given adequate opportunity to make application for such positions, namely ten (10) days, exclusive of Saturdays, Sundays, legal holidays and vacation days during the school year, after written notification is given to the Association, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants. Each teacher applicant not selected will, upon request, receive a written explanation from the Superintendent or the Superintendent's designee. If the Superintendent recommends a non-employee, the employee applicant, if on professional teacher status, may request and shall be provided with a written list of specific reasons for the Superintendent's recommendation. The reasons provided shall in no event be grievable beyond the Superintendent.
- 14-03 Should a vacancy in a teaching position or fall season coaching position occur less than fifteen (15) days prior to the opening of school, the required 10-day posting may be waived or reasonably abbreviated, provided, however, that no rights, especially under Article 18 are abridged by such action. There shall be established and maintained a central file of transfer requests so that such requests are readily available to any and all administrators involved in the process of filling vacancies which occur in the above situation. A similar file shall be established and maintained relating to fall coaching positions in the above situation.
- 14-04 All stipends for Team Leaders, Grade Level Leaders, Elementary and Middle School Curriculum Coordinators and Intra/Inter School Compensatory Activities must be posted each spring for the following school year. All stipends for high school and middle school athletics must be posted before each season.

ARTICLE 15

Teacher Transfer

- 15-01 There are two types of transfers: voluntary and involuntary. Subject to the terms of this Agreement, the Superintendent and the Superintendent's designee retains the sole right to decide whether transfers shall be made. Before any teacher is involuntarily transferred, transfer volunteers shall be solicited by means of an internal posting.
- 15-02 To the extent possible, requests for voluntary transfer shall be honored, provided that the volunteer meets the posted requirements of the position.

Any teacher who has transferred voluntarily may after one school year in the new position, be transferred back to the teacher's original position by the teacher's own choice or that of the administration.

- 15-03 A teacher seeking voluntary transfer will have a personal conference with the appropriate administrator(s) and will be advised in writing as soon as a decision has been made.
- 15-04 In considering whether one or more teachers shall be transferred voluntarily or involuntarily consideration will be given, but not limited to: 1) Length of service in the Bedford system, 2) Education, 3) Quality of teaching performance, 4) Total experience, 5) Suitability for new assignment. The above listing does not reflect order or priority. Teachers who were previously transferred involuntarily are exempt for five years from the day of transfer.
- 15-05 In transferring teachers involuntarily, every reasonable effort will be made to transfer teachers to comparable positions or levels of responsibilities.
- 15-06 a. A teacher being transferred involuntarily will be given as much prior notification as possible. Unless unforeseen circumstances arise, notification will occur by June 1st of the year preceding the year in which the transfer is to take effect. A grievance over an involuntary transfer shall be processed expeditiously with a view to securing an arbitrator's award, if necessary, by August 15th following the notice of involuntary transfer. If the grievance is upheld, the Committee shall have the right to fill the position at issue by another transfer.
- b. If the Committee shall make an involuntary transfer pursuant to the last sentence of subsection a., above, the time of notification of the transfer shall not be subject to the grievance and arbitration provisions of this Agreement. If the transfer is found invalid in arbitration, the following provisions shall apply: 1) the arbitrator shall not have power to order the transferee's retransfer to the transferee's prior position before the beginning of the next school year, and 2) by May 1 of the period of service in the new position, the transferee shall decide whether such period of service shall be considered under criteria 4 and 5 of Article 15-04 hereof in any future transfer considerations, provided that the transferee's failure to notify the Superintendent's office of such decision by said May 1 shall be taken to mean that the transferee does not wish such period of service to be so considered.
- 15-07 Except for emergency situations, transfers will not occur during the school year.
- 15-08 The Staff will be made aware of all open teaching positions by written notice to the President of the Association.
- 15-09 It is recognized by both parties that transfers should be minimized and made only in the best interests of the educational system.

ARTICLE 16

Supervision and Evaluation

16-01 General Principles:

This contract language is locally negotiated and based on M.G.L., c71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.

- a. The regulatory purposes of evaluation are:
1. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability.
 2. To provide a record of facts and assessments for personnel decisions.

- b. The Bedford Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.
- c. All monitoring or observation of the work performance will be conducted openly.
- d. Supervisory assignments are defined as follows:

SUPERVISORY ASSIGNMENTS

	Supervisor	Evaluator
Grade K-5 Classroom teachers, Gifted and Talented teachers, Computer teachers, Study Skills teachers	B Principal/Assist. Principal	B Principal
Art, Music	PD/Assist. Principal	B Principal
Librarians	Director of Technology and Library Media	B Principal
JROTC	Assistant Principal	B Principal
Special Education	Special Education PA	B Principal
Literacy	Literacy PA	B Principal
Counseling	Counseling Director	B Principal
ELL	ELL Director/Assist. Principal	B Principal
Physical Education/Health	PD/Assist. Principal	B Principal
Grades 6-12 Faculty	PA/Assist. Principal	B Principal
Assistant Principals	Principal	B Principal/Supt. Approval
Program Director/Administrator	Principal(s), Assist. Supt., or Special Education Director	B Principal
Special Education Program Administrator	Special Education Director	B Principal

- e. Members of the bargaining unit will be informed in writing by October 1 of a school year of the identity of their supervisor(s) and evaluator(s) for that year, provided that the Committee or its designees shall have the right to change said supervisor(s) and/or evaluator(s) with prior notice. If only one supervision cycle is deemed necessary, then the designated Supervisor will evaluate the professional status faculty member. Program Administrators, Program Director, and Teaching Assistant principals will be supervised and/or evaluated for teaching by the B1 personnel or Principal assigned to their respective departments. The Superintendent or Superintendent’s designee may participate in the supervision and/or evaluation of any member of the bargaining unit.

16-02 Definitions

- a. **Artifacts of Professional Practice:** Educator developed work, products which may include photography, videotaping or audiotaping 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, counselors, speech and language pathologists, and some literacy specialists and special education teachers.

c. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and literacy 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, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

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

f. **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 and overall performance rating. There shall be four types of Educator Plans:

1. **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 for an Educator with Professional Teacher Status who has been assigned a position which requires the use of a different educator license and in a different school building. The educator shall be evaluated at least annually.
2. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for two school years for Educators with PTS who are rated proficient or exemplary.
3. **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. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating, the Educator shall be rated unsatisfactory and shall be placed on an improvement plan.
4. **Improvement Plan** shall mean a plan developed by the Evaluator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than thirty (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.

g. **DESE:** The Massachusetts Department of Elementary and Secondary Education.

h. **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").

i. **Evaluator:** Any non-Unit A building administrator who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. A list of evaluators and the educators to whom they are assigned to evaluate each school year will be distributed by October 1st.

j. **Primary Evaluator** shall be the Building Principal who determines the Educator's performance ratings and evaluation.

- k. **Supervising Evaluator** may be the Program Administrator, Assistant Principal, Special Education Director, or Assistant Superintendent. The Supervising Evaluator shall be the person responsible for 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 the Evaluator's designee.
- l. **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 evaluator will be.
- m. **Notification:** The Educator shall be notified in writing of the Educator's Evaluator by October 1st. The Evaluator(s) may be changed upon notification in writing to the Educator.
- n. **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.
- o. **Experienced Educator:** An educator with Professional Teacher Status (PTS)
- p. **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- q. **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.
- r. **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.
- s. **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.
- t. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- u. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, and statewide student growth measures for content assessed by statewide testing. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.
- v. **Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.
- w. **Parties:** The Association and the Committee are the parties to this agreement

- x. **Performance Rating:** Describes the Educator’s performance on each performance standard, and the overall evaluation. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. 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 the overall evaluation. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.
- y. **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.
- z. **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- aa. **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:
- Standard 1: Curriculum, Planning and Assessment
 - Standard 2: Teaching All Students
 - Standard 3: Family and Community Engagement
 - Standard 4: Professional Culture
 - Attainment of Professional Practice Goal(s)
 - Attainment of Student Learning Goal(s)
- bb. **Rubric:** In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the educator’s practice at the four levels of performance. The rubric consists of:
- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. The DESE standards and indicators are used in the rubrics incorporated into this evaluation system.
 - <https://www.doe.mass.edu/eval/rubrics/> (DESE Rubric)
 - Descriptors: define the individual elements of each of the indicators under the standards.
 - Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.
- cc. **Self-Assessment:** The self-assessment shall be made and discussed during the goal-setting process. No formal written self-assessment is required.
- dd. **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan. The summative evaluation rating must be based on evidence from multiple

categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

- ee. **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.
- ff. **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, counselors, or school nurses.

16-03 Evidence Used In Evaluation

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

(1) Multiple measures of student learning, growth, and achievement, which shall include:

- 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;
- Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA) and locally bargained measures of student learning comparable across grade or subject district-wide.
- 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.
- 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 shall be locally bargained. The measures shall be based on the Educator's role and responsibility.

(2) Observations and artifacts of practice including:

- Unannounced observations of practice
- Announced observations of practice
- Examination of Educator work products
- Examination of student work products

(3) Evidence relevant to one or more Performance Standards, including but not limited to:

- Evidence compiled and presented by the Educator, including:
 - 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;
 - Evidence of active outreach to and engagement with families;

16-04 Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement as Appendix G.

16-05 Evaluation Cycle: Training

- a. There will be an orientation to the evaluation system for new employees each year.

16-06 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:
 - (1) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - (2) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - (3) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
 - (4) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

16-07 Evaluation Cycle: Self-Assessment and Proposing Goals

- a. Completing the Self-Assessment: The self-assessment shall be made and discussed during the goal-setting process. No formal written self-assessment is required.

b. Proposing the goals

- (1) 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 (2) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- (2) For Non Professional Status Teachers (NPST), those in the years 1, 2, or 3 of practice, the Evaluator or the Evaluator's designee will meet with each Educator by October 15th (or within four (4) 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. For Non Professional Status Teachers (NPST) goals are due on November 1st.
- (3) For Professional Status Teachers (PST), the Evaluator or the Evaluator's designee will meet with each Educator by November 1st (or within four (4) weeks of the Educators 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. For Professional Status Teachers (PST), goals are due on November 1st.
- (4) Unless the Evaluator indicates that an Educator in the Educator's second or third year of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- (5) 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.

- (6) 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 as directed by the primary administrator. In addition, the goals may address shared grade level or subject area team goals.

16-08 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.
- b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed using evidence of Educator performance and other sources that Evaluator shares with the Educator.
- c. Evaluators and Educators shall consider team goals. The evaluator retains authority over goals to be included in an educator's plan.
- d. Educator Plan Development Meetings shall be conducted as follows:
 - (1) 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 for Non Professional Status Teachers, or for Professional Status Teachers, by November 1st of the next academic school year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - (2) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 1st or within four (4) weeks of the start of their assignments in that school if hired after the start of the school year.
 - (3) Educators who are PST and have ratings of needs improvement or unsatisfactory must develop professional practice goal(s) that address specific standards and indicators identified by their Evaluator for improvement. In addition, the goals may address shared grade level or subject matter goals.
- e. The Evaluator completes the Educator Plan by November 15th. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

16-09 Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

- a. In the first three years of practice:
 - (1) The Educator shall have at least one (1) announced observation prior to the Formative Assessment, using the protocol described in section 16-11e, below.
 - (2) The Educator shall have a minimum of four (4) unannounced observations to be spread out during the course of the school year.
- b. Educators without PTS are required to submit the following evidence:
 - (1) By January 15th, the Educator shall provide to the Evaluator one piece of evidence related to each of the following: Standard I (Curriculum, Planning, and Assessment), Standard II (Teaching All Students), Standard III (Family and Community Engagement), Standard IV (Professional

Culture), progress on student learning goals, and progress on professional practice goals for a total of six (6) pieces of evidence. Selected evidence should expand the basis for the Evaluator's understanding and judgement of educator practice and impact on learning.

- (2) By May 1st, the Educator shall provide to the Evaluator one piece of evidence related to each of the following: Standard I (Curriculum, Planning, and Assessment), Standard II (Teaching All Students), Standard III (Family and Community Engagement), Standard IV (Professional Culture), progress on student learning goals, and progress on professional practice goals for a total of six (6) pieces of evidence. Selected evidence should expand the basis for the Evaluator's understanding and judgement of educator practice and impact on learning.

16-10 Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- a. The Educator whose overall rating is proficient or exemplary and is on a self-directed growth plan, will have at least two (2) unannounced observations per year during the evaluation cycle.
- b. The Educator whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan which will be developed by the Evaluator with input from the Educator during the period of the Plan which will include at least two (2) announced observations, one (1) of which will take place in the first half of the year. The Educator shall have at least four (4) unannounced observations to be spread out over the course of the school year.
- c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which will be developed by the Evaluator and which must include both unannounced and announced observations. Though the specifics of the plan will be included within the plan, the Educator on an Improvement Plan of six (6) months or greater should expect at least two (2) announced and four (4) unannounced observations over the course of the Improvement Plan. An Educator on an Improvement Plan of less than six (6) months should expect at least one (1) announced observation and two (2) unannounced observations over the course of the Improvement Plan.
- d. In the 2021-2022 school year, Professional Status Teachers are required to submit the following evidence:
 - (1) By May 15th in the year of the Formative Assessment, the Educator shall provide to the Evaluator evidence related to each of the following: student learning goal and professional practice goal for a total of two (2) pieces of evidence.
 - (2) By May 15th in the year of the Summative Assessment, the Educator shall provide to the Evaluator evidence related to each of the following: student learning goal and professional practice goal for a total of two (2) pieces of evidence.
- e. In the 2022-2023 school year, Professional Status Teachers are required to submit the following evidence:
 - (1) By May 15th in the year of the Formative Assessment, the Educator shall provide to the Evaluator evidence related to each the following: student learning goal, professional practice goal, Standard I, and Standard II for a total of four (4) pieces of evidence.
 - (2) By May 15th in the year of the Summative Assessment, the Educator shall provide to the Evaluator evidence related to each the following: student learning goal, professional practice goal, Standard I, and Standard II for a total of four (4) pieces of evidence.
- f. In the 2023-2024 school year, Professional Status Teachers are required to submit the following evidence:
 - (1) By May 15th in the year of the Formative Assessment, the Educator shall provide to the Evaluator evidence related to each of the following: student learning goal, professional practice goal, Standard I, Standard II, Standard III, and Standard IV for a total of six (6) pieces of evidence.

- (2) By May 15th in the year of the Summative Assessment, the Educator shall provide to the Evaluator evidence related to each of the following: student learning goal, professional practice goal, Standard I, Standard II, Standard III, and Standard IV for a total of six (6) pieces of evidence.

16-11 Observations

- a. Observations required by the Educator Plan should be completed by the dates indicated in the chart in section 16-20.
- b. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.
- c. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for (10) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction and are used to talk about observed patterns and trends across classrooms. The Educator will expect to get feedback from the Evaluator if the Evaluator observed anything of concern.
- d. Unannounced Observations: All unannounced observations shall be conducted according to the following:
 - (1) The evaluator shall observe the educator for a minimum of ten (10) minutes.
 - (2) The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written targeted and specific feedback shall be delivered to the Educator via Teachpoint. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days. The Educator will always have the opportunity to write a response to an observation.
 - (3) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
- e. Announced Observations
 - (1) All non PTS on Developing Educator Plans will have announced observations.
 - (2) The Evaluator and Educator 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. The observation shall be at least thirty minutes in duration.
 - (3) Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. The Educator shall inform the Evaluator as to the content of the lesson, student conference, IEP plan or activity.
 - (4) 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.
 - (5) Within five (5) school days of the receipt of the observation, the Evaluator and Educator shall meet for a post-observation conference. This time frame may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.

- (6) The Evaluator shall provide the Educator with written feedback within ten (10) school days of the post conference. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:
- Describe the basis for the Evaluator’s judgment.
 - Describe actions the Educator should take to improve the Educator’s performance.
 - Identify support and/or resources the Educator may use in the Educator’s improvement.
 - State that the Educator is responsible for addressing the need for improvement.
- (7) The Educator may request a meeting to discuss the written feedback or may opt to just sign the observation feedback.
- (8) The Educator may request an additional observation or observer.

f. Teachers will be observed a minimum number of times per educator plan cycle as follows:

Educator Plan	Announced Observations/Year	Unannounced Observations/Year
Developing Educator Plan, years 1-3	1	4
Year 1 of a Two-Year Self-Directed Growth Plan	0	2
Year 2 of a Two-Year Self-Directed Growth Plan	0	2
Directed Growth Plan	2	4
Improvement Plan of six months or greater	2	4
Improvement Plan of less than six months	1	2

Receiving more than the prescribed minimum number of observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

16-12 Evaluation Cycle: Formative Assessment for One Year Plans Only

- 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 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 in the assigned rubric.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed.
- c. The Formative Assessment report provides written feedback to the Educator about the Educator’s progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall.
- d. By January 15th, the Educator shall provide to the Evaluator one piece of evidence related to each of the following: Standard I (Curriculum, Planning, and Assessment), Standard II (Teaching All Students), Standard III (Family and Community Engagement), Standard IV (Professional Culture), progress on student learning goals, and progress on professional practice goals for a total of six (6) pieces of evidence. Selected evidence should expand the basis for the Evaluator’s understanding and judgement of educator practice and impact on learning.

- 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 share it via Teachpoint with the Educator. All Formative Assessment reports must be signed by the Evaluator.
- g. The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- h. The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report.

16-13 Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- a. Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report *no later than June 1* of the two (2) year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- b. The Formative Evaluation report provides written feedback and ratings to the Educator about the Educator's progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.
- c. In the 2021-2022 school year, Professional Status Teachers are required to submit the following for the Formative Assessment by May 15th: evidence related to the student learning goal and professional practice goal for a total of two (2) pieces of evidence.

In the 2022-2023 school year, Professional Status Teachers are required to submit the following for the Formative Assessment by May 15th: evidence related to the student learning goal, professional practice goal, Standard I, and Standard II for a total of four (4) pieces of evidence.

In the 2023-2024 school year, Professional Status Teachers are required to submit the following for the Formative Assessment by May 15th: evidence related to the student learning goal, professional practice goal, Standard I, Standard II, Standard III, and Standard IV for a total of six (6) pieces of evidence.

- d. The Evaluator shall complete the Formative Evaluation report and share it via Teachpoint with the Educator. All Formative Assessment reports must be signed by the Evaluator. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- e. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Educator's reply shall be included in the online evaluation file.
- f. The educator shall sign the Formative Evaluation report within five (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.

16-14 Evaluation Cycle: Summative Evaluation

- a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one-year Educator Plan, the summative report must be written and provided to the educator by May 15. For educators on a two-year Educator Plan, the summative report must be written and provided to the educator by June 1.

- 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 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.
- d. 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.
- e. By May 1st, the Educator on a one-year plan must submit one piece of evidence related to each of the following: Standard I (Curriculum, Planning, and Assessment), Standard II (Teaching All Students), Standard III (Family and Community Engagement), Standard IV (Professional Culture), progress on student learning goals, and progress on professional practice goals for a total of six (6) pieces of evidence.

In the 2021-2022 school year, Educators in the Summative Assessment year of a two-year plan are required to submit the following by May 15th: evidence related to the student learning goal and professional practice goal for a total of two (2) pieces of evidence.

In the 2022-2023 school year, Educators in the Summative Assessment year of a two-year plan are required to submit the following by May 15th: evidence related to the student learning goal, professional practice goal, Standard I, and Standard II for a total of four (4) pieces of evidence.

In the 2023-2024 school year, Educators in the Summative Assessment year of a two-year plan are required to submit the following by May 15th: evidence related to the student learning goal, professional practice goal, Standard I, Standard II, Standard III, and Standard IV for a total of six (6) pieces of evidence.

- f. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- g. The Evaluator shall complete the Summative Evaluation report and share it via Teachpoint with the Educator, no later than May 15th for Educators on one-year plans and June 1st for Educators on Two-Year Plans. All Summative Evaluation reports must be signed by the Evaluator.
- h. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- i. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the Summative Evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 1st.
- j. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- k. The Educator shall sign the final Summative Evaluation report within five (5) days of receipt of the report. 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.
- l. The Educator shall have the right to respond in writing to the Summative Evaluation which shall become part of the final Summative Evaluation report.
- m. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

16-15 Educator Plans – General

- a. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- b. The Educator Plan shall include, but is not limited to:
 - (1) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - (2) At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
 - (3) An outline of actions the Educator must take to attain the goals that 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.
 - (4) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16-16 Educator Plans: Developing Educator Plan

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated at least annually.

16-17 Educator Plans: Self-Directed Growth Plan

- a. The Educator whose overall rating is proficient or exemplary will have at least one (1) unannounced observation during the evaluation cycle.
- b. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

16-18 Educator Plans: Directed Growth Plan

- a. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan. The plan will include at least two (2) announced observations, one (1) before January 1st, and at least three (3) unannounced observations, at least one (1) per the first three terms.
- 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 summative 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 summative 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.

16-19 Educator Plans: Improvement Plan

- a. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- b. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which will be developed by the Evaluator and which must include both unannounced and announced observations. Though the specifics of the plan will be included within the plan, the Educator on an Improvement Plan of six (6) months or greater should expect at least two (2) announced and four (4) unannounced observations over the course of the Improvement Plan. An Educator on an Improvement Plan of less than six (6) months should expect at least one (1) announced observation and two (2) unannounced observations over the course of the Improvement Plan.
- c. 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 thirty (30) school days and no more than one (1) school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- d. An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions in section 16-02). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- e. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- f. The Improvement Plan process shall include:
 - Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - The Educator may request that a representative of the Association attend the meeting(s).
 - If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- g. The Improvement Plan shall:
 - Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
 - Describe the activities and work products the Educator must complete as a means of improving performance;
 - Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
 - Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - 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);
 - Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - Include the signatures of the Educator and 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.

Decision on the Educator’s status at the conclusion of the Improvement Plan:

All determinations below must be made no later than April 15th. One of four decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Educator’s practice has improved to the level of proficiency, the Educator will be placed on a Self-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.
- 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.
- 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.

16-20 Deadlines for Evaluation Plans

When a deadline falls on a non-school day, the deadline shifts to the first school day after the original deadline.

For Educators who begin the school year after the first day of school or for Educators who have been absent for extended periods of time, upon written notice to the Educator and the BEA President, the Evaluator, in consultation with Educator, may reasonably revise the deadlines to provide sufficient time for the evaluation to take place.

Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15th
Evaluator meets with Non Professional Status Teachers (those in years 1, 2, 3) to assist in self-assessment and goal setting process	October 15th
Evaluator meets with Professional Status Teachers in teams or individually to establish Educators Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1st
All Educators submit goals to Evaluators	November 1 st
Evaluator authorizes Educator Plans	November 15 th
Educators who are Non Professional Status Teachers submit evidence on the following: curriculum, planning, and assessment, teaching all students, family and community engagement, professional culture, progress on student learning goals and progress on professional practice goals for their Formative Assessment.	January 15 th
Evaluators complete Formative Assessment Reports for Educators who are Non Professional Status Teachers or Teachers who are on One Year Plans	February 1st

Educators who are Non Professional Status and those one One-Year Plans submit evidence on the following: curriculum, planning, and assessment, teaching all students, family and community engagement, professional culture, progress on student learning goals and progress on professional practice goals for their Summative Evaluation.	May 1st
Evaluator completes Summative Evaluation report for Educators who are Non Professional Status and those one One-Year Plans	May 15 th
Educators who are in 2-year plans submit evidence outlined in 16-10, d.	May 15 th
Evaluators shall meet with any Educator rated Needs Improvement or Unsatisfactory to discuss the Summative Evaluation	June 1st
Evaluator completes formatted evaluation reports or summative evaluation reports for educators on 2-year plans	June 1st

16-21 Educators on Improvement Plans

The timeline for Educators on plans of less than one (1) year will be established in the Educator Plan.

16-22 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 immediate and direct intervention is required. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- c. The Superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- d. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Superintendent.
- e. Violations of this article are subject to the grievance and arbitration procedures.

16-23 Personnel Files

- a. No derogatory material, including any document specifically addressed to the teacher, shall be placed in the teacher's file without the teacher's knowledge. This knowledge will be indicated by the teacher's signature being affixed to the material placed in the file. Teachers will have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent and attached to the file copy.
- b. The official personnel file for each member of the bargaining unit shall be kept at the Office of the Superintendent of Schools. Other files may be maintained by supervisors and evaluators, however, their contents may not be used for personnel decisions unless the documents have been forwarded to the Office of the Superintendent prior to October 15th of the school year following the school year in which they

were developed or received. By October 15th of each school year, the location of all files on each teacher shall be made known to the teacher. The teacher shall have the right to review and to duplicate the contents of any such file upon request. A teacher may, if the teacher wishes, have a representative of the Association accompany the teacher during such a review. No documents or materials specifically concerning the teacher found or kept in any other place can be used to the detriment of any teacher. The right to review and duplicate files does not extend to confidential recommendations received by the school system prior to a teacher's being hired.

- c. With any personnel file there shall be a log sheet. Access to a personnel file by anyone other than Central Office personnel or legal counsel will be recorded setting forth the date, name of the person reviewing the file, and the reason for access.

16-24 The parties agree that a JLMC will be formed on year 2 (2022-2023) of the contract to discuss concerns, if any, for members of both Unit A and Unit B and the Administration regarding the evaluation process outlined in article 16. This JLMC will begin in January 2023 and end by May 2023. The JLMC can reconvene in the fall of year 3 (2023-2024) at the request of either party. The JLMC will consist of up to three (3) members from Unit A, up to three (3) members from Unit B, and up to three (3) members from the Administration. The recommendations of this committee are subject to bargaining at the request of either party.

ARTICLE 17

Employee Discipline and Just Cause

- 17-01 a. The evaluation and supervision procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that a bargaining unit member's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal), unless the Superintendent determines that the seriousness of the unit member's actions warrants initiating discipline beyond an oral reprimand.
- b. No teacher will be issued a written reprimand, suspended, or dismissed without just cause.
- c. If the supervisor or evaluator intends a conference to be the first step in the process of employee discipline, the supervisor or evaluator must inform the teacher in advance of the conference and advise the teacher of the teacher's right to be accompanied by a representative of the Association. The supervisor or evaluator may have other persons present at any meetings and shall notify the teacher as to whom the supervisor will have at the meeting.
- d. Evaluation reports shall be subject to just cause, but the opinions/judgments of the evaluator are not subject to just cause review. The facts, procedures, the appropriateness of personnel actions taken as a result of the evaluation and the Directed Growth Plan or Improvement Plan are subject to review by the arbitrator.
- e. Any serious and/or recurring complaints regarding the performance of a teacher made to any member of the administration by any parent, student, or other person which has been reduced to writing shall be called to the attention of the unit member.
- f. The criteria for determining whether there was just cause for employee discipline is as follows:
 - 1. Did the Superintendent or the Superintendent's designee give the teacher forewarning or foreknowledge of the possible or probable disciplinary consequences of the unit member's conduct?

2. Was the Superintendent or the Superintendent's designee's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the schools and (b) the performance that the Superintendent might properly expect of the unit member?
 3. Did the Superintendent or the Superintendent's designee, before administering discipline to a teacher, make an effort to discover whether the teacher did in fact violate or disobey a rule or order?
 4. Was the Superintendent or the Superintendent's designee's investigation conducted fairly and objectively?
 5. At the investigation did the Superintendent's representatives obtain substantial evidence or proof that the teacher was guilty as charged?
 6. Has the Superintendent or the Superintendent's designee applied its rules, orders and penalties evenhandedly and without discrimination to all teachers?
 7. Was the degree of discipline administered by the administration in a particular case reasonably related to (a) the seriousness of the teacher's proven offense and (b) the record of the teacher in the teacher's service with the school system?
- g. It is understood that some conduct does not require forewarning or a detailing of the possible or probable consequences in advance of imposing discipline.
- h. Notwithstanding the provisions of this Article, the Superintendent may dismiss an employee without first withholding an increment or freezing a salary at maximum.

17-02 GRIEVANCES INVOLVING SUPERVISION AND EVALUATION

- a. Suspensions pursuant to Massachusetts General Laws, Chapter 168A, Section 25 shall not be subject to the grievance and arbitration procedure.
- b. The failure to renew the contract of a non-professional status teacher or failure to renew appointment of stipendiary position is not subject to just cause and the grievance or arbitration procedures except as to an allegation of any specific procedure provided for in this Agreement as opposed to the judgments of the supervisor, evaluator, Superintendent or School Committee.
- c. A grievance alleging deviation from the procedures established by this Agreement for the evaluation of a teacher who has not been dismissed may be processed only through Level Three of the grievance procedure, and shall not be subject to the arbitration provisions of this Agreement, provided that any denial of said grievance shall be without prejudice to refiling of the grievance in the event that said member shall subsequently be dismissed, and provided further that said grievance, if so refiled, shall be subject to the arbitration provisions of this Agreement. The teacher may at the teacher's discretion file a written notice of an alleged procedural violation within five (5) school days of the event(s) which give rise to the notice in lieu of filing a grievance. Said notice will preserve the teacher's right to subsequently file a grievance based upon the same events provided the teacher has given a copy of said notice to the teacher's building principal and the Superintendent.
- d. Evaluation reports shall be subject to just cause, but the opinions/judgments of the evaluator are not subject to just cause review. The facts, procedures, the appropriateness of personnel actions taken as a result of the evaluation and the Directed Growth Plan or Improvement Plan are subject to review by the arbitrator.

17-03 DISMISSAL PROCEDURE

In order to dismiss a professional status teacher for inefficiency and/or incompetency, as opposed to incapacity, conduct unbecoming, insubordination or other good cause as provided for in General Laws, C. 71, Section 42 and 42A, and the Educator Evaluation Language in this Collective Bargaining Agreement must be followed.

ARTICLE 18

Layoff and Recall

Layoff:

- 18-01 If the Committee decides to reduce the number of professional status teachers or professional status administrators, such reduction shall be consistent with the General Laws of the Commonwealth.
- 18-02 If, in the judgment of the Committee, it is necessary to lay off professional status teachers or professional status administrators, then the employee with the least seniority in the classification shall be laid off first.
- 18-03 If the Committee decides to reduce by layoff the number of professional status teachers or professional status administrators, the layoffs shall be carried out, in accordance with the procedures described below, within the following classifications:
- a. Mathematics and Mathematics Coach
 - b. English
 - c. Science
 - d. Social Studies
 - e. Technology Education
 - f. Family and Consumer Science
 - g. ROTC
 - h. World Language
 - i. Instructional Technology
 - j. Elementary
 - k. Music
 - l. Art
 - m. Physical Education
 - n. Literacy
 - o. Counseling
 - p. Special Education Teachers, Integrated Pre-School Teachers
 - q. Special Education Specialists, which includes Psychologist, Adaptive Physical Education Teacher, Speech/Hearing, Behaviorist, and Occupational Therapist.
 - r. Alternative Education Teacher
 - s. Librarian
 - t. ELL Coordinator and ESL Teacher
 - u. Secondary Assistant Principals and Elementary Assistant Principals
 - v. Health Education
 - w. Skills Center Teacher and Learning Strategies Teacher
 - x. Adjustment Counselor
 - y. Dance Teacher
 - z. Planning Center Teacher
 - aa. Athletic Director
 - bb. Gifted and Talented Teacher

In those classifications which include more than one certification area (i.e. science, foreign language, special education) seniority grouping, bumping rights, and/or recall rights are limited to those subject areas for which a laid off employee is certified.

- 18-04 a. Seniority shall be determined by the length of uninterrupted service within the bargaining unit in years, months and days on the Seniority List approved by the parties to this Agreement. The period of any unpaid leave (Family Leave and Extended Personal Leave) authorized under this Agreement, and commencing after July 1, 1985, shall not be credited toward length of continuous service in the school system for purposes of this Article. Said list shall be prepared by the Superintendent and sent to the Association President and each member of the bargaining unit within 39 days following the execution of this Agreement and on or before each November 1st thereafter. Unless the list is challenged prior to December 1st by a written notice to the Superintendent and the President of the Association, which sets forth the factual basis for the challenge, it shall be deemed to be accurate until a subsequent list has been issued. In the event of a challenge, The Association will have thirty (30) calendar days in which to notify the Superintendent of its position on the merits of the challenge. If the challenge calls for a revision of the Seniority List, the Superintendent shall issue a new List before January 15th. Any teacher who is still aggrieved by the List must file a grievance in accordance with the provisions of Article 5 otherwise the List shall be deemed to be accurate until a new List is issued. Ties in length of service shall be resolved by the application of the prior interrupted service, if any, in the Bedford Public Schools; and if still unresolved by lot.

Part-time teachers who work at least half-time (.5) will be included on the seniority list and earn seniority at the rate of one (1) year for two (2) years of service (e.g. 2 years at .5 or more but less than full time = 1 year of seniority).

- b. Professional status teachers or professional status administrators who have been granted leaves of absence under the Agreement, or who have applied for early retirement under Article 34 hereof, shall be subject to consideration for possible layoff under the Agreement together with all personnel actively employed in their respective classifications as set forth in section 18-03 hereof.
- c. Professional status teachers or professional status administrators will be laid off only at the end of a school year, and shall be given written notice by April 15th of the school year prior to the school year in which the layoff or reduced workload will take effect. The number of said notices shall be the minimum number necessary to reduce the number and/or workloads of professional status teachers or professional status administrators to the staffing levels determined by the Committee to be necessary for the next school year. If it is known that a budget different from the budget recommended by the Committee for the next school year will be presented to the Annual Town Meeting, the Committee shall issue contingency notices of possible additional layoffs. As positions open up, designated teachers will have their layoff notices rescinded, but along with all professional status teachers or professional status administrators on leave, need not be assigned to a specific position until August 15.
- d. Professional status teachers or professional status administrators will be laid off only at the end of a school year, and shall be given written notice by April 15th of the school year prior to the school year in which the layoff or reduced workload will take effect. If said employee shall elect to have the employee's layoff treated as a leave of absence, the employee shall waive the employee's said rights under Massachusetts G.L. Chapter 71, sections 41 and 42 in writing not later than the date on which the Committee's said vote is to be taken, and shall, if laid off, have recall rights as provided in the Agreement, provided that the period of such leave of absence shall not be considered as service in the Bedford school system for any purpose under this Agreement.
- e. In each classification affected by layoff pursuant to the foregoing provisions, there shall be exempted from designation for layoff the teacher who is determined by the Superintendent to be the only teacher in the classification who is qualified, on the basis of teaching experience and extent of academic preparation, to teach a course which is offered or to be offered.
- f. Secondary Assistant Principals, Program Directors and Program Administrators, who have served in said positions for more than three years, as of July 1, 1992, shall not be subject to layoff while assigned to a position which includes administrative duties. If said position is abolished by the Committee, the affected employee will revert to a full-time teaching position in the employee's classification.

A decrease in administrative time for Secondary Assistant Principals, Program Directors and Program Administrators shall be considered a reduction-in-force for purposes of applying this section.

- g. In the event of the reduction-in-force of an employee in classifications, V, said employee will be entitled to fall back into a classification in which the employee is teaching or has most recently taught in Bedford, if there is an employee with less seniority in the classification on the effective date of layoff.
 - h. Any professional status teacher transferred, voluntarily or involuntarily, who then becomes subject to a reduction-in-force, will be entitled to fall back into the classification from which the teacher was most recently transferred. The provisions of this section apply only to those employees who have transferred since July 1, 1989.
 - i. Physical Education Teachers employed as of July 1, 1992 who also hold certification in Health Education will be included on the seniority list for Health Education.
- 18-05 a. This subsection shall apply to any transfer of a professional status teacher, the intent of which is to reduce or eliminate the then existing need to lay off another professional status teacher, or the then foreseen effect of which will be to reduce or eliminate such a need in the future. If, subsequent to such a transfer, the transferee shall be designated for layoff, the transferee shall be involuntarily retransferred to the transferee's original classification, provided that the retransfer will eliminate the need for such layoff.
- b. This subsection shall apply in the event that the transfer of a professional status teacher shall have the actual effect, within two (2) years of its implementation, of reducing or eliminating the then existing need to lay off another professional status teacher. If, subsequent to the occurrence of such event, the transferee shall be designated for layoff, the retransfer provisions of subsection a., above, including the stated proviso, shall be applied.

Recall:

- 18-06 Professional status teachers who have been laid off and who have elected to have the layoff treated as a leave of absence pursuant to section 18-04d of this Agreement, will have recall rights as described below, commencing with the last day of employment before layoff and ending with the first full school day in the September two years thereafter. Recall will be in reverse order of layoff.
- 18-07 If a vacancy occurs in the classification from which the teacher was laid off, then the laid off teacher, if certified at the time of layoff, will be recalled to fill any vacancy in that classification as listed in Article 18-03.
- 18-08 If a vacancy occurs in a classification in which a laid-off teacher has taught at least one year in Bedford within the past five years prior to the effective date of layoff, then the laid-off teacher will be recalled to fill that vacancy.
- 18-09 If a vacancy occurs in a classification other than that from which a teacher was laid off, then the teacher will be recalled to fill that vacancy if the Superintendent determines that the teacher is qualified to fill that vacancy. In making such determination, the Superintendent will use the criteria enumerated in 18-02.
- 18-10 Teachers will be notified of recall via certified mail at their last address on record in the Superintendent's Office.

A teacher shall have fifteen (15) days upon receipt of notification to notify the Superintendent of his acceptance/rejection and to be available to start. A teacher who rejects recall or who does not respond within the fifteen days shall forfeit all further rights to recall. A teacher laid off from a full-time position may refuse recall to a part-time position without forfeiting recall rights except recall to the refused position once that position has been filled.

- 18-11 A teacher who is recalled shall have the same benefits the teacher had at the time of layoff with respect to professional status, unused sick leave (subject to Article 31-05a. hereof) and placement on the salary schedule, and, during the period of layoff, shall be entitled to maintain membership in the health and insurance plans provided in Article 39 hereof, provided that the teacher shall pay the entire cost of such health and insurance plan coverage.
- 18-12 If the Committee determines in its sole discretion to lay off personnel then said determination will not be subject to Article 5 - Grievance and Arbitration - except as to the accuracy of the seniority list.

ARTICLE 19

Reduction in Rank or Compensation

- 19-01 No teacher shall be reduced in rank or compensation except for just cause.

ARTICLE 20

Workers' Compensation

- 20-01 When a teacher is absent from work because of an injury which is compensable under the Workers' Compensation Act, the teacher must notify the Superintendent as soon as possible following the injury and must file a Workers' Compensation claim. During the pendency of a claim and during any period in which the teacher receives Workers' Compensation benefits, the teacher may use the teacher's own accumulated sick leave and the sick leave bank to maintain a full salary. The refusal to file a Workers' Compensation claim for a job related injury will render a teacher ineligible to use accumulated sick leave or the sick leave bank.

In the event of a Workers' Compensation Award, the teacher shall return to the Town of Bedford any compensation received for days of absence for which the teacher has received sick leave or sick leave bank payments. In this case, the sick leave or sick leave bank days shall be restored on a prorated basis. The School Committee will aggressively educate employees concerning eligibility for and procedures for filing a worker's compensation claim.

ARTICLE 21

Serious Illness in the Family Leave

- 21-01 In any one school year, five (5) of the fifteen (15) days intended for sick leave may be used by a teacher if the teacher's absence is necessary in case of illness of a spouse, child, parent or members of the immediate household.

ARTICLE 22

Personal Business Leave

- 22-01 Each employee may have three (3) days per year, non-cumulative, for those purposes listed below:
- Emergency cases involving medical diagnosis
 - Court cases specifically involving the teacher
 - Attendance at the funeral of a person outside the immediate family
 - Other purposes at the discretion of the Superintendent
 - Unstated personal reasons.

No half-day personal days will be allowed. Prior approval from the Superintendent for using more than one (1) personal day at a time is required.

- 22-02 Personal business days, except in the case of an emergency, should be requested in writing at least 72 hours prior to the date of the absence; however, such leave shall not unreasonably be withheld.
- 22-03 Personal business days will not be granted on days before or after the holidays or vacations except at the discretion of the Superintendent and so long as the request meets the criteria in 22-01(a)-(d) or the teacher's request for the day is a result of a scheduling of an event that is outside of the teacher's control.
- 22-04 Religious Holidays: In addition to or in lieu of using personal days, a teacher can select to use two (2) accrued sick days with prior written notice to the Superintendent to be absent on a religious holiday. Teachers shall not be required to use a personal day first, and can use the accrued sick day before using personal days.

ARTICLE 23

Bereavement Leave

- 23-01 In the event of a death in the immediate family, the Educator shall be entitled to leave with pay for up to five (5) workdays falling within two weeks following the day of the death. The immediate family for this article shall be defined as husband, wife, domestic partner, son, daughter, mother, father, brother, sister, or anyone living in the Educator's household. Five (5) additional days without loss of pay may be granted at the sole discretion of the Superintendent.

Educators will be allowed time off without loss of pay for up to two (2) working days within two weeks following the death of a relative of the teacher. For this section, a relative shall be defined as aunt, uncle, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece or nephew.

ARTICLE 24

Family Care Leave

- 24-01 In order to be eligible for Family Care Leave beyond that provided for by law, the parent of a newborn child must have completed at least three years of service in Bedford. Such leave shall commence as follows:
 - a. For an Educator who is the birth parent: upon the birth of the child or upon recovery from the pregnancy-related disability as requested by the teacher. The birth parent may use up to twelve (12) weeks of consecutive accrued personal sick leave without providing medical documentation of continuing disability. This provision does not apply to the sick leave bank.
 - b. For an Educator who is the non-birth parent: upon the birth or placement for adoption of a child up to twenty (20) days of consecutive personal sick leave use.

The termination of such leave shall be indicated in the teacher's request. However, the teacher must return to active teaching no later than the beginning of the school year following the first birthday of the child or may return earlier if mutually agreed upon by teacher and Superintendent.

- 24-02 A leave of absence without pay will, upon request, be granted to any teacher who has accepted a child as part of adoption proceedings. Such leave shall commence at the time of the adoption. The termination of such leave shall be indicated in the teacher's request. However, the teacher must return to active teaching no later than the beginning of the second school year following the adoption or may return earlier if mutually agreed by teacher and Superintendent.
- 24-03 A leave of absence without pay will, upon request, be granted to any teacher for the purpose of taking care of a member of the teacher's immediate family when the presence of the teacher is required, subject to the following conditions:
 - a. Such leave shall be granted only during a single school year.

- b. No more than one such leave will be granted to a teacher during any school year.
 - c. The starting and expected termination dates shall be indicated in the request. The duration of the leave may be extended by mutual consent between the teacher and the Superintendent.
- 24-04 If a leave is approved under this Article for more than twenty-five (25) school days, the return must be on or before the halfway point of a marking period or at the conclusion of the December, February, or April scheduled school closing.
- 24-05 A teacher on family care leave under any of the foregoing provisions shall give written notice to the Superintendent of intention to return to active teaching as follows:
- a. No later than the first day of school following the December winter break, via email or mail, if scheduled to return at the beginning of the following school year.
 - b. In the case of leave commencing after the December break and approved for more than twenty-five (25) school days, by fifteen (15) school days prior to the scheduled date of return, but in no event later than the June 15th following commencement of the leave.
 - c. If the Superintendent fails to receive notice as provided in subsections a. and b. above, the Superintendent will send a written request for such notices to the last-known address of the employee, certified mail, return receipt requested. If the teacher fails to respond within five (5) calendar days of delivery, or attempted delivery, of the written request, the teacher will, to the extent permitted by law, be deemed to have resigned.
- 24-06 A teacher on family care leave shall not be permitted to accrue sick leave during the period of such leave.
- 24-07 During the period of a leave approved under this Article, the teacher shall accrue no credit for increment or longevity, except as hereinafter provided. Upon return from such leave, the teacher will be placed on the step in the salary schedule which the teacher held prior to the commencement of the leave, except that a teacher who has completed at least ninety-three (93) days of teaching in the school year in which the leave commences shall, upon return from leave, receive credit for up to a maximum of one (1) school year of teaching for increment and longevity purposes.
- 24-08 The teacher, upon return from family care leave, shall be restored to the position which the teacher held when the teacher's leave began, or to a substantially equivalent position.
- 24-09 Except as otherwise required by G.L. C. 149, Section 105D, and the FMLA of 1993, a teacher must have completed at least three years of employment in Bedford before he/she is eligible for Family Care Leave. A summary of G.L. C. 149, Section 105D and the Family Medical Leave Act, are Appendix F to this Agreement for information purposes only.

ARTICLE 25

Sabbatical Leave

- 25-01 Sabbatical leave may be granted by the School Committee for the purpose of improving instruction in the Bedford Schools. A leave of absence may be granted for professional study or directed research which, in the judgments of the Principal, Superintendent and School Committee, will increase the professional ability of the teacher or administrator requesting the sabbatical leave.
- 25-02 Sabbatical leave may be granted only at the discretion of the School Committee upon the recommendations of the Principal and Superintendent. A decision by the Committee to deny an application for sabbatical leave shall not be subject to the grievance and arbitration provisions of this Agreement.

- 25-03 Regularly appointed members of the teaching, supervisory or administrative staff, who have professional status and have completed seven (7) consecutive years of continuous service within the local school system, not to include the period of any unpaid leave granted under this Agreement, are eligible for sabbatical leave. The term "teacher" is defined as any member of the professional staff.
- 25-04 Application for Leave
- a. Personnel who meet the requirements for a sabbatical leave should present a letter of application for leave between January 2 and March 1 for any sabbatical leave period which will interrupt their services in the local school system for any portion of the next school year. Applications will be accepted and decisions rendered by the School Committee no later than May 1. The application shall be on a form prepared by the Superintendent after consultation with the Association.
 - b. No more than three (3) sabbatical leaves shall be granted in any school year.
- 25-05 Effect of Leave on Salary Increment. The term in which study leave is taken will be accepted as an equivalent period of teaching, administration or supervision and will count toward increases on the salary schedule, provided the required number of acceptable college credits have been earned during such time.
- 25-06 The sabbatical year will be treated as a year of Bedford experience for salary purposes for all members of the A and B groups.
- 25-07 Sabbatical leave may be granted for a maximum period of one (1) year. Sabbatical leave will be granted only on the basis of one-half school year or full year.
- 25-08 Extent and Distribution of Leaves. A teacher granted a sabbatical leave may not receive a second sabbatical leave within a period of seven (7) years.
- 25-09 The salary amount to be paid while on leave shall be based on the salary earned for the 10 months' teaching year from September 1 - June 30 and at the salary rate of one-half pay for a full year of leave or full pay for one-half year of leave. That is, pay or compensation shall be based upon the amount of salary which the teacher would have earned had the teacher not been on leave of absence. Regularly appointed members of the teaching staff, who have professional status and have completed fourteen (14) consecutive years of continuous service within the local school system are eligible for sabbatical leave with full pay for a full year of leave.
- 25-10 Teachers shall not engage in remunerative work while on leave, except as hereinafter provided. Scholarships and fellowships in approved colleges and universities, which do not interfere with the program of professional improvement, are excepted. If other remunerative work is desired by the teacher on leave, arrangements satisfactory to the Superintendent of Schools shall be made.
- 25-11 The teacher returning from sabbatical leave shall submit a report to the Superintendent containing transcripts of all college or university work done while on leave and all other items of information pertinent to an evaluation of the teacher's program.
- 25-12 The teacher or administrator shall enter into written agreement with the School Committee, that, upon termination of such leave, the teacher will return to service in the Bedford schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, the teacher will refund to the Town of Bedford an amount equal to such proportion of salary received by the teacher while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

ARTICLE 26

Professional Leave

- 26-01 If prior written approval to attend has been granted by the Superintendent, the School Committee will pay, up to \$100.00, budgeted expenses upon submittal of itemized voucher for fees, meals, lodging, and transportation incurred by teachers who attend seminars, workshops, conferences, and other professional activities with the approval of the Superintendent.

If at the end of a school year, unexpended monies remain in the in-state expense accounts, said monies shall be distributed on a pro-rated basis to the teachers who have not been fully reimbursed for the in-state expenses incurred in connection with such attendance, provided that the teachers who have not received full reimbursement of the first \$100.00 of their said expenses shall be so reimbursed before any prorated distribution is made. The same procedure shall be followed for reimbursement of out-of-state expenses incurred in connection with such attendance. The foregoing provisions shall not apply where a teacher's attendance has been specifically requested by the Superintendent.

- 26-02 Days spent on such professional activities will not be charged to sick leave.

ARTICLE 27

Military Leave

- 27-01 A teacher will be entitled each year to a maximum of ten (10) days paid leave when called into temporary active duty of any unit of U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
- 27-02 A teacher who leaves the Bedford School System to fulfill a military obligation shall receive full credit on the salary schedule for this time.

ARTICLE 28

Jury Duty

- 28-01 The Committee agrees that teachers who are called for Jury Duty shall not suffer any loss in income.
- a. The teacher shall continue to be paid at the same rate the teacher would have been paid had the teacher not been required to serve.
 - b. At the end of such service, the teacher will:
 1. Sign over to the School Department any checks received for Jury Duty pay (not including payment for mileage and other expenses), or
 2. Present a certified check for the amount of such pay to the School Department.

ARTICLE 29

Extended Personal Leave

- 29-01 Subject to the conditions enumerated below, professional status teachers will, upon request, be granted a leave of absence without pay for personal reasons:
- a. Such leave must be for one school year but may be extended for an additional school year at the discretion of the Superintendent if the teacher requests such extension.
 - b. The teacher will receive no salary or benefits but may remain in the health plan and pay the entire premium out of pocket.
 - c. No more than one such leave need be granted for any one school year. If more than one teacher applies, the Superintendent will have discretion as to which applicant will be granted the leave. The Superintendent has the discretion to grant more than one such leave per school year.
 - d. A teacher on such leave must notify the Superintendent in writing no later than the first day of school following the December winter break, via email or mail, of the teacher's intention to return the following September. If the Superintendent fails to receive such timely notice the Superintendent will send a written request for such notice to the last known address of the employee, certified mail, return receipt requested. If the teacher fails to respond by email within five (5) calendar days of delivery, or attempted delivery, of the written request, the teacher will, to the extent permitted by law, be deemed to have resigned.
 - e. During the period of a leave approved under this Article, the teacher shall accrue no credit for increment or longevity, except as hereinafter provided. Upon return from such leave, the teacher shall be restored to the position which the teacher formerly held or a substantially equivalent position; shall be placed on the step in the salary schedule which the teacher held prior to the commencement of leave, except that a teacher who has completed at least ninety-three (93) days of teaching in the school year in which the leave commences, upon return from leave, shall receive credit for up to a maximum of one (1) school year of teaching for the purposes of increment and longevity; and shall have restored to him/her previously accrued sick leave and years of service toward sabbatical eligibility.
 - f. Applications for a leave to begin in September of a particular year must be made by March 15 of the preceding year but the Committee may, at its discretion, waive this requirement.

ARTICLE 30

Leave-General

- 30-01 A medical certificate or other suitable evidence may be required in all cases of absence with the exception of the "no cause" personal day.
- 30-02 The Superintendent may request such evidence by writing to the teacher and may stipulate a reasonable deadline for the submission of such evidence. Should the teacher fail to meet such deadline, all salary and benefits shall cease until the evidence is submitted.

ARTICLE 31

Sick Leave

- 31-01 All teachers employed on a full-time basis are allotted fifteen (15) days of sick leave with full pay each year. In cases where an employee is absent for reasons chargeable to sick leave less than fifteen (15) days in any one year, the days not used shall be accumulated for use in subsequent years to a maximum accumulation of 160 days. Sick leave may be accrued at the rate of 1.5 days per month. Part-time teachers working less than five (5) days will have the number of sick days prorated. Part-time teachers who work five (5) days a week will be awarded fifteen (15) days of sick leave per year.
- 31-02 Members of the B-1 group who are on a 12-month contract shall be entitled to eighteen (18) days per year accumulated to two hundred (200) days.
- 31-03 Sick leave pursuant to this article shall apply to disabilities caused by or related to pregnancy.
- 31-04 A sick leave bank shall be maintained pursuant to Appendix E.
- 31-05 Teachers who have been in the system for fifteen (15) or more years will be entitled to one day's pay for each five days of accumulated sick leave up to 145 days for teachers and 180 days for B-1's under the following conditions:
- a. If the teacher is laid off and the teacher receives pay under this section and is later recalled, the teacher shall return with no accumulated sick leave, provided that the foregoing provision shall not apply if the teacher has reimbursed the Town for such pay.
 - b. If the teacher retires and the Committee receives notice of said retirement from the Massachusetts Teachers' Retirement Board, or other verification of the teacher's retirement (i.e. a retirement stub from the MTRB) within the fiscal year following the year of the teacher's last day of work in Bedford. This provision takes effect immediately for all employees hired by the Committee after July 1, 1994. For those in the employ of the school district the language of this Section 31-05(b) of the previous agreement ("If a teacher retires and the Committee receives notice of retirement from the Massachusetts Teachers' Retirement Board") shall govern up to and including June 30, 1996; thereafter the above language shall govern all employees.
 - c. If the teacher dies, the amount will be paid to the estate of the teacher.
 - d. If the teacher so requests, the payment may be delayed to the following January 1.
- 31-06 In case of sick leave, the Superintendent may require an examination by a physician to be selected by the employee from a list provided by the Superintendent. Such an examination will be at the School Department's expense.
- 31-07 The District will make available to each teacher their total accumulated sick days by November 1 of each school year.

ARTICLE 32

Early Retirement Incentive

- 32-01 The Committee will offer an early retirement incentive plan for teachers employed by the Bedford Public Schools as of September 1, 2011.
- 32-02 To qualify for early retirement, the staff member must:

- a. Be employed under an existing contract with the Committee;
- b. Be employed by the Bedford Public Schools prior to September 1, 2011; and
- c. Have a minimum of fifteen (15) years of continuous professional service in Bedford at the time of retirement. The period of any leave authorized under this Agreement shall not be considered an interruption in service, nor, except in the case of sabbatical leave, shall it be credited toward continuous service, provided that a teacher who has served for at least ninety-three (93) days in the school year in which the leave commences shall be credited with up to a maximum of one (1) school year toward continuous service for the purposes of this Article.

32-03 The Committee will offer an incentive plan for early retirement, under which compensation will be calculated on the basis of a salary increase on a ratio of 1.25, not to include longevity, provided that written notice of intent to retire early must be given not less than six (6) months before the early retirement is to take effect. The increased salary will be paid in a lump sum in the July of the fiscal year after retirement. If the retiree requests, the payment may be delayed until January 1 following the retirement.

ARTICLE 33

Transportation Allowance

33-01 All personnel whose assigned duties require regular job related travel in and out of the Town of Bedford shall receive budgeted compensation at the then effective rate as determined by the Internal Revenue Service for travel upon submission of an itemized voucher unless otherwise reimbursed. Such travel does not require prior approval.

33-02 All travel, except that travel provided for in 34-01, requires prior approval. All personnel whose travel has been approved shall be reimbursed at the then effective rate as determined by the Internal Revenue Service upon submission of a voucher unless otherwise reimbursed.

33-03 The Committee will make every effort to expedite payments for transportation allowances. With initial approval, the Administration will issue specific instructions regarding the required documentation.

ARTICLE 34

Reimbursement

34-01 All properly completed vouchers filed by any teacher entitled to reimbursement shall be processed and forwarded to the appropriate town office within thirty (30) days of submission by the teacher.

ARTICLE 35

Tutoring Rates

35-01 Any teacher who, with approval from the Superintendent or the Superintendent's designee, provides tutoring services to a student beyond the teacher's regular workday shall be paid in accordance with the tutoring rates published in Appendix A.

ARTICLE 36

Summer, Evening and Federal Programs

- 36-01 The Superintendent retains the right to appoint the director or directors of summer school, evening school, and federal projects (as required), on an annual basis, to outline the duties of each director, select the courses, and appoint the teachers annually at its discretion. The Superintendent will provide a general notice to the staff of all work opportunities which may arise under this Article.
- 36-02 The directors of summer school and evening school will publicize positions available by notifying the Association in writing and via internal electronic mail to all staff.
- 36-03 Bedford teachers will be given consideration for all vacancies to be filled in summer school and evening school. Summer employment will be considered for anyone interested in working during the summer months.
- 36-04 In filling such positions, careful consideration will be given to a teacher's area of competence, major and/or minor field of study, and quality of teaching performance.
- 36-05 Teachers in groups A and B-2, who with prior written approval from the Superintendent, work during the summer months for the purposes of curriculum development, counseling services, Federal Grant Programs or Projects, or other teacher functions shall be paid biweekly during such employment at the per diem rate of 1/185th of their annual salary up to a maximum of 1/200th of Step 10 in the Master's degree column of the teachers' salary schedule. The total hours worked per day shall be 7 hours, including a 30-minute lunch break. The total hours for a half day will be 3.5 hours of work, not including a formal break.
- 36-06 Those appointments, if possible, will be made by May 15.

ARTICLE 37

Professional Improvement

- 37-01 The School Committee reaffirms its continuance of the graduate study reimbursement policy and said Graduate Study Reimbursement Policy reads as follows:

The Bedford School Committee will reimburse professional school personnel who undertake graduate study courses in the pursuit of professional improvement. This reimbursement shall be in an amount equal to fifty (50) percent of the actual tuition cost of the courses to be taken and 50% of tuition and mandated fees of the courses taken at a Massachusetts State College or University, provided the following terms and conditions are met:

1. Professional Status. Eligibility requires that a professional member has achieved professional status in the Bedford Schools.
2. Matriculation. All courses undertaken must be applied to the attainment of an advanced degree, i.e., Master's Degree, Certification of Advanced Study (including a C.A.G.S. and Six-Year Professional Certificate), or a Doctor's Degree at an accredited college or university subject to the Superintendent's prior approval of the course of studies, and other courses with prior approval of the Superintendent. In either case, the Superintendent's approval shall not be unreasonably withheld. In all cases in which the Superintendent denies approval the Superintendent shall communicate the reasons for such denial in writing to the teacher.

3. Official Transcript. Evidence of successful completion of the approved courses must be submitted to the Office of the Superintendent of Schools.
4. Maximum Number of Semester Hours. Professional staff members shall be limited in the number of semester hours which may be included in this reimbursement policy to a maximum of six (6) hours per semester and six (6) hours per summer session.
5. Veterans. Military veterans who are pursuing their graduate study at institutions of higher learning, in which they are privileged by exemption from tuition charges, shall not be further reimbursed under this policy.
6. Method of Reimbursement Payment. When evidence of successful completion of approved courses is submitted along with the receipt of payment of the tuition charges to the college or university, a fifty percent reimbursement voucher will be drawn on behalf of the professional staff member and payment will follow shortly thereafter.
7. Graduate study vouchers may be awarded to staff members when available in lieu of any graduate study reimbursement.
8. All teachers who begin employment on or after July 1, 2002 shall be required to complete the IDEAS course or a comparable anti-racism course approved by the Superintendent within the first three (3) years, at no cost to the teacher. The teacher, upon completion of the IDEAS course, will be awarded two (2) in-service credits.

37-02 GUIDELINES FOR DISBURSEMENT OF VOUCHERS FOR GRADUATE STUDY

The distribution of vouchers accumulated in the Bedford Public Schools as a result of cooperation with colleges in the training of future teachers shall be the responsibility of the Superintendent of Schools in accordance with the purposes and policies of the School Committee. The following methods shall be used for distributing graduate school vouchers:

1. The first award shall go to the cooperating or supervising teacher who is considered to be the primary source of assistance to the trainee.
2. Next the voucher shall be offered to teachers or administrators who have done some specific classroom work with the student teacher.
3. The remaining vouchers shall be distributed at the discretion of the school administration to those professional status teachers who are eligible for graduate study reimbursement under the School Committee rules and regulations. If a professional status teacher plans to take courses for which reimbursement is to be requested under the Graduate Study Reimbursement Policy, the teacher must notify the Superintendent's office in advance so that an available voucher may be reserved for the teacher's use.
4. Existing vouchers shall next be distributed to school personnel instructed by the school administration to take a specific course for professional improvement which in turn will enhance the effectiveness of the teacher and improve the learning process for Bedford students.
5. Remaining vouchers are then offered to eligible members of the professional teaching staff with awards made depending on the availability of vouchers to meet the individual teacher need.
6. At this point if any vouchers remain they shall be shared among those staff members interested in professional advancement or awarded as a result of a drawing allowing distribution through this element of chance. Those staff members interested in these vouchers will be given the opportunity to decide which method should be employed to arrive at the persons to whom the vouchers shall be awarded.

- 37-03 School personnel interested in receiving a graduate study voucher shall make requests for them by completing and submitting the necessary application form provided by the Superintendent's office.
- 37-04 If a course of a type not previously taught in the system is to be introduced into the curriculum and if the Superintendent believes that the teacher who is assigned to teach the course does not have the necessary background, and if the Superintendent requests the teacher to take appropriate course work then the Superintendent will notify the teacher in writing that the teacher will be reimbursed for 100% of the costs including tuition, fees, books and reasonable transportation.
- 37-05 There shall be a Professional Development Committee (PDC) consisting of eight (8) members, four (4) appointed by the BEA and four (4) appointed by the Superintendent. Each appointee will serve two (2) years in a manner that every year only half of the committee will be up for reappointment. The PDC will act as the steering committee for all functions of the monies apportioned to the Professional Development Committee. The PDC shall have an annual budget of no less than \$20,000 for professional development activities. The PDC will have the following responsibilities:
1. To assist in the planning, organizing and evaluation of the professional development activities assigned to the PDC.
 2. To assist in the development and publication of the annual professional development offerings.
 3. To receive and approve proposals for in-service courses assigned to the PDC. Preference will be given to courses taught onsite by faculty members.
 4. To review and recommend to the Superintendent in-service credit for courses assigned to the PDC. Upon successful completion, awarding of credits for courses taught onsite should be automatic. Awarding of credits for courses taken at another location must be relative to the teacher's job assignment and reflect the system's goals.
 5. To recommend to the Superintendent reimbursement up to 50% for courses taken at an accredited institution or a PDP provider sanctioned and approved by the PDC. Outside agency approval: The provider must be an accredited institution or a PDP provider sanctioned and approved by the PDC.
 6. To survey the faculty twice a year to determine those areas of critical need in professional development.

Faculty who teach an approved in-service course will receive in-service credits and be paid a stipend of \$500 per in-service credit. The faculty co-chair who serves on the PDC will receive three (3) in-service credits per year. Other faculty who serve on the PDC will receive one (1) in-service credit per year.

1. Awarding of In-service Credits

Purpose: The goal of in-service credits is to offer opportunities for graduate-like credit for teachers in a more cost-effective manner. To receive in-service credits, the teacher must:

- Demonstrate that the study was completed outside the workday
- Provide evidence that the course work is rigorous and related to the teacher's job assignment in Bedford.

2. Reimbursement

After determining the amount of committed instructor's stipends, by April 1 of a school year, the PDC may use the balance of the \$20,000 budget allocation to recommend the awarding of reimbursement up to 50% for courses taken by individual teachers. Such reimbursement recommendations must be received by the Superintendent by May 15th. Final approval will rest with the Superintendent of Schools.

3. Guidelines

- Course reimbursement should be prorated with distinctions made for professional vs. non-professional status teachers.
- Courses must be relative to the teacher's job assignment and reflect the system's goals.

When evidence of successful completion of appropriate courses along with the receipt of payment of the relevant charges has been submitted, then a reimbursement will be issued.

- 37-06 One (1) in-service credit will be awarded to those teachers serving a year on School Council.
- 37-07 Three (3) in-service credits will be awarded to those teachers who take the RETELL course. This Section applies retroactively.

ARTICLE 38

Salaries

- 38-01 Salaries for all positions are contained in the Appendices which are part of this Agreement. Salaries for part-time employees shall be prorated based on the salaries contained in Appendix A.
- 38-02 The salaries contained in Appendices A, B-2 and B-3 shall be paid in accordance with the options below as each employee shall choose, provided the Business Office of the School Department is so notified in writing of the teacher's choice by June 30th:
 - a. 22 equal pay periods
 - b. 26 equal pay periods
- 38-03 The salaries contained in Appendix B-1 shall be paid in twenty-six equal pay periods.
- 38-04 For teachers in groups A, B-2 and B-3 deductions shall be at the rate of 1/185th of the yearly salary for each day of unexcused absence; for teachers in group B-1 deductions shall be at the rate of 1/200th of the yearly salary for each day of unexcused absence.
- 38-05 The Committee shall make every effort to have payday on Thursdays for all bargaining unit employees.
- 38-06 Effective September 1, 2006, employees will be eligible to participate in a 403b Plan and Roth 403b to be established in consultation with the Association. The Committee will match each employee's own contribution up to a maximum of \$200 per fiscal year. The financial match will be available through any of the approved 403b vendors currently available through the district, and for any new vendors that meet the requirement of the third-party administrator.
- 38-07 Mid-term Stipends and Other Adjustments to Compensation: All stipends or any other monetary compensation 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/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. When the agreement contains terms that continue beyond the term of this agreement or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.
- 38-08 When a grant-funded extracurricular position (other than a METCO grant-funded position) created subsequent to September 1, 2014 becomes less than fully funded by the grant providing the funds, the Superintendent shall contact the Association to renegotiate the stipend for the position if the position is to remain in effect. If the District intends to make up the loss of funds, no contact with the Association is necessary. If the District at some time in the future determines to cease subsidizing the position, the Superintendent will notify the Association.

ARTICLE 39

Insurance

- 39-01 Teachers will have extended to them all health and insurance plans made available to town employees.
- 39-02 Teachers shall be given all health benefit package plans and rate information as soon as possible following their acceptance of an employment offer. In the event of any changes in rates or plans, employees will be notified as soon as possible.
- 39-03 Teachers shall have the option of participating in Section 125 Plans for "Pretax premium payments".
- 39-04 The Association reserves the right to request negotiations regarding any changes in health insurance.

ARTICLE 40

Teacher Assault

- 40-01 Teachers shall report to the Superintendent all cases of assault suffered by them
- a. at the hands of students or their parents,
 - b. on school premises,
 - c. or arising out of their employment in the Bedford School Department.
- 40-02 The Superintendent shall forward all such reports to the School Committee.
- 40-03 The Committee shall comply with reasonable requests from the teacher for information not privileged under law which it has in its possession relating to the incident or to the person involved.

ARTICLE 41

Protection of Personal Property

- 41-01 If a teacher sustains a loss of at least \$100 to personal property owned by such teacher as a result of vandalism or theft while on school property, then the Committee will reimburse the teacher for 50% of the first \$200 of such loss unless the first \$200 is covered by insurance. In cases involving damage to automobiles, teachers will be reimbursed up to \$200. Such reimbursement shall be made only if the Committee (or its designee) determines that the loss occurred on school property and there was no negligence on the part of the teacher.

ARTICLE 42

Non-Resident Children of Teachers

- 42-01 The Committee agrees to permit children of teachers not resident in Bedford to attend Bedford schools tuition-free, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff, and provided further that, if such children require special services, the costs of such special services shall be paid by the teachers. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 43

Facilities

43-01 An appropriately furnished room will be provided for the exclusive use of the teachers as a faculty lounge.

ARTICLE 44

Mentoring

During their first year, new teachers will participate in a mentoring program approved by the Department of Education, the cost of which will be covered by the school system. Appropriate in-service credits (3 credits) will be awarded to the mentee for participation in the New Teacher Induction Course. The mentor will also receive appropriate in-service credits (3 in-service credits) upon completion of the Mentor program requirements as well as a stipend of \$500.00.

During their second year, second-year teachers will participate for fifty (50) hours in a mentoring program as required by the Department of Elementary and Secondary Education and will receive one (1) in-service credit.

44-01 For the 2017-2018 school year, the mentor of a first year teacher shall receive a stipend of \$500.00 and three (3) in-service credits upon completion of the Mentor program requirements. Mentors of second-year teachers shall not have more than three (3) mentees within a school year and shall receive a stipend of \$500.00

44-02 Starting with the 2017-2018 school year, mentors of a first year teacher will commit to two (2) years mentoring the same new teacher. The mentor of a first year teacher shall receive a stipend of \$500.00 for each of the first year teachers mentored and three (3) in-service credits upon completion of the first year Mentor program requirements. During the second year mentoring the same teacher, the mentor will receive \$250.00.

ARTICLE 45

Classroom Visitations

45-01 All classroom visits by anyone other than Bedford School Department personnel must be scheduled in advance with the principal. The teacher will be informed in writing of the visitor's request to visit the classroom at least three (3) school days prior to the date of the visit.

45-02 On the day of the visit, the visitor must first report to the school office.

45-03 The teacher will not be obligated to have any discussion with the visitor that would in any way interfere with the teacher's instruction of the class.

45-04 If the teacher believes that the visitor is interfering with the educational process, the teacher shall call upon the principal for assistance.

45-05 A visitor who requests to visit a classroom shall be provided with a copy of this article.

45-06 A Bedford Public Schools administrator will accompany any individual who is conducting an observation of a student, classroom, or program under MGL c. 71B s. 3 (Special Education Observation Law).

ARTICLE 46

Amendment

- 46-01 This Agreement shall not be altered, amended, or changed except in writing and signed by both the Committee and the Association, which such writings shall be appended hereto and become a part hereof.

ARTICLE 47

Effect of Agreement

- 47-01 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 48

Severability

- 48-01 In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 49

Duration

- 49-01 This Agreement shall be effective July 1, 2020 and shall continue in full force and effect until midnight June 30, 2021. Should either party desire to negotiate a new Agreement for succeeding year(s), such party shall by October 15 of the last year of the Agreement give written notice to the other party. The parties shall then exchange initial proposals seven (7) days prior to the first (1st) meeting date.
- 49-02 Once final agreement between the Committee and the Association has been reached, they will agree on a format for printing the Agreement. The Committee will arrange for the printing of the Agreement and will provide copies to the Association. The cost of such printing will be divided equally between the two parties.

Limited Reopener--Evaluation

In the event that the DESE continues to mandate districts to utilize impact on student achievement as part of the evaluation process, the parties agree to bargain the impact of that DESE mandate. The district proposes to establish a joint committee of administration/association representative to review the matter and make a non-binding recommendation to the parties.

Limited Reopener--Start Time

The parties agree to create a joint-labor committee with representatives from all four schools for the limited purpose of reviewing and making recommendations regarding school day start and end times if, due to the research regarding teenage sleep patterns, a majority of schools within the Dual County Conference realign their start and end times in such a way that would negatively impact the ability of Bedford students to participate in interscholastic athletics. Upon the request of either party there will be negotiation over the recommendations of the committee.

IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer hereunto, duly authorized and signature affixed hereto as of the date and year first above written.

BEDFORD SCHOOL COMMITTEE

BY: Daniel Brosgol, Chairperson
Sarah Scoville, Vice Chairperson
Brad Morrison, Secretary of the Board
Ann Guay, School Committee Member
JoAnn Santiago, School Committee Member

BEDFORD EDUCATION ASSOCIATION


BY: James Sunderland, President
Melissa Gonzalez-Becker, Negotiations Chair

For the Committee:


Daniel Brosgol, Chairperson

9/10/2021
Date

For the Association:


James Sunderland

9/13/2021
Date

For the Town:


Sarah Stanton, Town Manager

9/10/2021
Date

APPENDIX A

2021-2022 2.5% COLA Step/Lane	BA	BA+30	BA+50/M A	MA+30	MA+50	MA+70/DMA/C A GS/PHD/Ed.S
1	\$50,583	\$53,411	\$54,724	\$56,592	\$57,917	\$59,206
2	\$54,277	\$55,588	\$56,897	\$58,797	\$60,114	\$61,404
3	\$57,310	\$58,637	\$59,966	\$61,915	\$63,249	\$64,540
4	\$59,837	\$61,162	\$62,487	\$64,465	\$65,803	\$67,095
5	\$63,012	\$64,353	\$65,696	\$67,715	\$69,061	\$70,366
6	\$66,073	\$67,413	\$68,758	\$70,807	\$72,165	\$73,471
7	\$70,003	\$71,637	\$73,271	\$75,380	\$76,764	\$78,078
8	\$73,989	\$75,903	\$77,820	\$79,992	\$81,371	\$82,695
9	\$78,269	\$80,483	\$82,699	\$84,916	\$86,317	\$87,645
10	\$84,442	\$86,939	\$89,434	\$91,719	\$93,123	\$94,450
11	\$88,459	\$91,225	\$93,989	\$96,323	\$97,720	\$99,050
12		\$92,290	\$96,084	\$98,449	\$99,850	\$100,292
13			\$98,175	\$99,839	\$101,240	\$102,641
14				\$100,613	\$102,061	\$103,503

2022-2023 2.25% COLA Step/Lane	BA	BA+30	BA+50/M A	MA+30	MA+50	MA+70/DMA/C A GS/PHD/Ed.S
1	\$51,721	\$54,613	\$55,955	\$57,865	\$59,220	\$60,538
2	\$55,498	\$56,839	\$58,177	\$60,120	\$61,467	\$62,786
3	\$58,599	\$59,956	\$61,315	\$63,308	\$64,672	\$65,992
4	\$61,183	\$62,538	\$63,893	\$65,915	\$67,284	\$68,605
5	\$64,430	\$65,801	\$67,174	\$69,239	\$70,615	\$71,949
6	\$67,560	\$68,930	\$70,305	\$72,400	\$73,789	\$75,124
7	\$71,578	\$73,249	\$74,920	\$77,076	\$78,491	\$79,835
8	\$75,654	\$77,611	\$79,571	\$81,792	\$83,202	\$84,556
9	\$80,030	\$82,294	\$84,560	\$86,827	\$88,259	\$89,617
10	\$86,342	\$88,895	\$91,446	\$93,783	\$95,218	\$96,575
11	\$90,449	\$93,278	\$96,104	\$98,490	\$99,919	\$101,279
12		\$94,367	\$98,246	\$100,664	\$102,097	\$102,549
13			\$100,384	\$102,085	\$103,518	\$104,950
14				\$102,877	\$104,357	\$105,832

2023-2024 2.25% COLA Step/Lane	BA	BA+30	BA+50/M A	MA+30	MA+50	MA+70/DMA/C A GS/PHD/Ed.S
1	\$52,885	\$55,842	\$57,214	\$59,167	\$60,552	\$61,900
2	\$56,747	\$58,118	\$59,486	\$61,473	\$62,850	\$64,199
3	\$59,917	\$61,305	\$62,695	\$64,732	\$66,127	\$67,477
4	\$62,560	\$63,945	\$65,331	\$67,398	\$68,798	\$70,149
5	\$65,880	\$67,282	\$68,685	\$70,797	\$72,204	\$73,568
6	\$69,080	\$70,481	\$71,887	\$74,029	\$75,449	\$76,814
7	\$73,189	\$74,897	\$76,606	\$78,810	\$80,257	\$81,631
8	\$77,356	\$79,357	\$81,361	\$83,632	\$85,074	\$86,459
9	\$81,831	\$84,146	\$86,463	\$88,781	\$90,245	\$91,633
10	\$88,285	\$90,895	\$93,504	\$95,893	\$97,360	\$98,748
11	\$92,484	\$95,377	\$98,266	\$100,706	\$102,167	\$103,558
12		\$96,490	\$100,457	\$102,929	\$104,394	\$104,856
13			\$102,643	\$104,382	\$105,847	\$107,311
14				\$105,192	\$106,705	\$108,213

Explanatory Notes:

- A-1 Effective September 1, 2005, credits for the B+30 column and beyond must be taken after the completion of the degree. The one exception to this will be Bedford in-service credits, which are earned concurrently with the degree program. To be eligible for the Bachelor's +30 hours salary scale, the teacher must have (a) thirty (30) hours of approved graduate study following completion of the Bachelor's degree, or (b) earned thirty (30) credits from an accredited institution or (c) In-Service Credits. All credits are subject to the Superintendent's final approval.
- A-2 Effective September 1, 2005, credits for the B+50/Master's column and beyond must be taken after the completion of the degree. The one exception to this will be Bedford in-service credits, which are earned concurrently with the degree program. To be eligible for the Bachelor's +50 hours or Master's Degree salary scale, the teacher must have (a) a Master's Degree from an accredited institution; (b) fifty (50) hours of approved graduate study following completion of the Bachelor's degree or (c) earned fifty (50) In-Service credits. All credits are subject to the Superintendent's final approval.
- A-3 Effective September 1, 2005, credits for the M+30 column and beyond must be taken after the completion of the degree. The one exception to this will be Bedford in-service credits, which are earned concurrently with the degree program. To be eligible for the Master's Degree +30 hours of Graduate Study, (a) the teacher must have thirty (30) hours of courses approved by the administration as beneficial to the professional improvement of the teacher and such courses must be taken at an accredited institution following completion of Master's Degree program, or (b) earned thirty (30) credits from an accredited institution or (c) earned thirty (30) In-Service credits. All credits are subject to the Superintendent's final approval.
- A-4 Effective September 1, 2005, credits for the M+50 column and beyond must be taken after the completion of the degree. The one exception to this will be Bedford in-service credits, which are earned concurrently with the degree program. To be eligible for the Master's Degree +50 or CAGS, the teacher must have (a) a CAGS certificate from an accredited institution, (b) fifty (50) hours of approved graduate study, in addition to the credits needed for a Master's Degree or (c) earned fifty (50) credits from an accredited institution, or (d) have earned fifty (50) In-Service credits. All credits are subject to the Superintendent's final approval.
- A-5 Effective September 1, 2005, credits for the M+70, Double Master's, CAGS, or Ph.D. column and beyond must be taken after the completion of the degree. The one exception to this will be Bedford in-service credits, which are earned concurrently with the degree program. To be eligible for the Master's Degree +70 hours, Double Master's or Ph.D., the teacher must have (a) a Ph.D. from an accredited institution, (b) two Master's Degrees from accredited institutions, one of which must be in, or reflect concentration in, the subject matter discipline which the teacher is teaching, or (c) have earned seventy (70) credits from an accredited institution. All credits are subject to the Superintendent's final approval.
- A-6 In the 2021-2022 school year, teachers shall be granted a permanent longevity increment of \$1,300 if they have completed twelve (12) years of professional service in Bedford, and a permanent longevity increment of \$1,800 (inclusive of all other longevity increments) if they have completed fifteen (15) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$2,300 (inclusive of all other longevity increments) if they have completed twenty (20) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$3,100 (inclusive of all other longevity increments) if they have completed twenty-five (25) years of professional service in Bedford.

In the 2022-2023 school year, teachers shall be granted a permanent longevity increment of \$1,400 if they have completed twelve (12) years of professional service in Bedford, and a permanent longevity increment of \$1,900 (inclusive of all other longevity increments) if they have completed fifteen (15) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$2,400 (inclusive of all other longevity increments) if they have completed twenty (20) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$3,200 (inclusive of all other longevity increments) if they have completed twenty-five (25) years of professional service in Bedford.

In the 2023-2024 school year, teachers shall be granted a permanent longevity increment of \$1,500 if they have completed twelve (12) years of professional service in Bedford, and a permanent longevity increment of \$2,000 (inclusive of all other longevity increments) if they have completed fifteen (15) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$2,500 (inclusive of all other longevity increments) if they have completed twenty (20) years of professional service in Bedford. Teachers shall be granted a permanent longevity increment of \$3,300 (inclusive of all other longevity increments) if they have completed twenty-five (25) years of professional service in Bedford.

A-7 The Committee may, upon recommendation of the Superintendent, withhold a salary increment or freeze a salary at maximum for "cause" following proper notification. "Cause", without limiting the meaning, shall be as defined in Article 16.

A-8 Team Leaders, Grade Level Leaders, Middle School Curriculum Coordinators, Elementary Curriculum Coordinators, PK-5 Counseling Coordinator, and Preschool Coordinators shall be paid their teacher's salary plus:

CATEGORY 1 - Team Leaders, Grade Level Leaders, Middle School Curriculum Coordinators, and Preschool Coordinator

<u>Step</u>	<u>2021-2022 (2.5%)</u>	<u>2022-2023 (2.25%)</u>	<u>2023-2024 (2.25%)</u>
Step 1	4,409	4,508	4,609
Step 2	4,854	4,964	5,075
Step 3	5,302	5,422	5,544
Step 4	5,747	5,876	6,009
Step 5	6,195	6,334	6,477
Step 6	6,640	6,789	6,942

CATEGORY 2 - Elementary Curriculum Coordinators (K-2 & 3-5 Math Science and Social Studies) and PK-5 Counseling Coordinator

<u>Step</u>	<u>2021-2022 (2.5%)</u>	<u>2022-2023 (2.25%)</u>	<u>2023-2024 (2.25%)</u>
Step 1	3,655	3,737	3,821
Step 2	3,807	3,893	3,980
Step 3	3,953	4,042	4,133
Step 4	4,112	4,205	4,299
Step 5	4,276	4,373	4,471
Step 6	4,447	4,548	4,650

Mentor Facilitators

<u>2021-2022 (2.5%)</u>	<u>2022-2023 (2.25%)</u>	<u>2023-2024 (2.25%)</u>
5,742	5,871	6,003

New Teacher Induction Course Facilitator Program Supervisor

<u>2020-2021 (0%)</u>	<u>2021-2022 (2.5%)</u>	<u>2022-2023 (2.25%)</u>
2,241	2,297	2,349

A-9 Home Tutoring

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
<u>(2.5%)</u>	<u>(2.25%)</u>	<u>(2.25%)</u>
35.22	36.01	36.82

There shall be established and maintained a central file of teachers who are interested in home tutoring opportunities, and containing the names of those teachers who have advised the Superintendent's Office in writing of such interest during the month of September of the school year. Administrators responsible for arranging for home tutoring shall consider such teachers, as well as persons not covered by this Agreement, in making final decisions for such arrangements.

- A-10 Any teacher asked to perform work in connection with the implementation of any in-depth curriculum review and/or development and/or revision beyond the normal teaching assignment shall be paid for such work at the per diem rate of 185th of the teacher's annual salary up to a maximum of 1/200th of Step 10 of the Master's Degree column of the salary schedule. Payment for less than a full workday of such work shall be prorated on the basis that a full day of work in the summer equals seven (7) hours which includes a thirty (30) minute lunch. Written approval for such payment shall be obtained in advance from the Superintendent or the Superintendent's designee.
- A-11 Teachers may move laterally on the scale only at the beginning of a school year or as of the paycheck closest to February 1, and only if they have advised the Superintendent in writing of their intention to move prior to October 15 of the prior school year. Before September 15 of each school year the Superintendent shall issue an appropriate notice of this requirement to each teacher and a form for the teacher's response. No teacher shall be denied lateral movement because of delay in the forwarding of records from the institution(s) where the course work was taken.
- A-12 In recognition that teachers who contribute their time to chaperone dances incur personal expenses, said teachers shall be compensated for such in the amount of \$10.
- A-13 Teachers will receive their paychecks via direct deposit.
- A-14 Beginning September 1, 1996, in-service credit shall apply for placement on the B+30, B+50, MA+30, MA+50 and MA+70 columns. All twenty (20) credits both in-service and approved graduate credits needed to advance to the MA+70 column must be earned after September 1, 1996, unless the person has two (2) Masters or a Doctorate.
- A-15 Program Administrators will be responsible for the supervision of curriculum in grades 6-12.

APPENDIX B-1

Salaries and Vacations for Unit B-1

B 1-1 Included in Unit B-1 are the following positions: Middle School Secondary Assistant Principals.

B1-2 The salary for each position will be calculated as follows:

- a. Multiply base times ratio and add:
- b.

Middle School Assistant Principal (12 Months)

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
	<u>(2.5%)</u>	<u>(2.25%)</u>	<u>(2.25%)</u>
Base	96,251	98,416	100,631
Stipend	6,756	6,908	7,063

The Middle School Assistant Principal will be on a 12-month basis with 23 days of vacation provided that each such member shall be entitled to one (1) additional day of vacation upon completion of ten (10) years of service in Bedford in a position now or ever defined as a B-1 position, and one (1) further additional day of vacation upon completion of each additional five (5) years of service in Bedford. In such a position. unused vacation days shall be accumulated to a maximum of fifty (50) days effective August 31, 1987 and thereafter.

c. Administrators shall be granted a permanent longevity increment of \$1,200 if they have completed twelve (12) years of professional service in Bedford, and a permanent longevity increment of \$1,700 (inclusive of all other longevity increments) if they have completed fifteen (15) years of professional service in Bedford. Administrators shall be granted a permanent longevity increment of \$2,200 (inclusive of all other longevity increments) if they have completed twenty (20) years of professional service in Bedford. Administrators shall be granted a permanent longevity increment of \$3,000 (inclusive of all other longevity increments) if they have completed twenty-five (25) years of professional service in Bedford.

B1-3 Base:

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
	<u>(2.5%)</u>	<u>(2.25%)</u>	<u>(2.25%)</u>
	96,251	98,416	100,631

B1-4 Ratios:

Position	Minimum Ratio	Maximum Ratio
Secondary Asst. Principals	1.20	1.35

B1-5 The starting ratio will be negotiated at the time of appointment and will be based upon appropriate administrative experience.

B1-6 For each year of service .015 shall be added to the starting ratio until the maximum ratio is reached.

B1-7 The High School Assistant Principals will be on a 11-month basis, which will include the school year, for which they will be paid the appropriate base teacher salary, plus twenty-seven (27) days for which they will be paid their per diem rates. These dates will be agreed upon by the Principal and Assistant Principals, and add

High School Assistant Principal (11 Months)

	<u>2021-2022 (2.5%)</u>	<u>2022-2023 (2.25%)</u>	<u>2023-2024 (2.25%)</u>
Base	Unit A Scale	Unit A Scale	Unit A Scale
Stipend	7,881	8,059	8,240

- B1-8 The Committee will make every effort to have B-1 personnel paid biweekly.
- B1-9 If attendance at a conference was approved as part of the budget process, then attendees will be reimbursed upon submission of expenses. All other conferences will be reimbursed in accordance with Article 34.

APPENDIX B-2

Salary and Work Year for Unit B-2

B2-1 Included in Unit B-2 are Program Directors, Program Administrators, Elementary Assistant Principals, and Director of Student Achievement.

B2-2 The salary for each member of Unit B-2 will be calculated as follows:

- a. Determine applicable salary in accordance with the teachers' salary schedule.
- b. Add stipend indicated below.
- c. Members of Unit B-2 shall be granted a permanent longevity increment of \$1,200 if they have completed twelve (12) years of professional service in Bedford, and a permanent longevity increment of \$1,700 (inclusive of all other longevity increments) if they have completed fifteen (15) years of professional service in Bedford, they shall be granted a permanent longevity increment of \$2,200 (inclusive of all other longevity increments) if they have completed twenty (20) years of professional service in Bedford, and they shall be granted a permanent longevity increment of \$3,000 (inclusive of all other longevity increments) if they have completed twenty-five (25) years of professional service in Bedford.

B2-3 Stipends:

2021-2022	2.5% Increase	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Thereafter</u>
Program Director/Administrator		8,175	8,620	9,233	9,764	10,291	10,821
Program Admin SPED		8,175	8,620	9,233	9,764	10,291	10,821
Director of Student Achievement		8,175	8,620	9,233	9,764	10,291	10,821
Program Director World Lang Gr 3 - 12		8,175	8,620	9,233	9,764	10,291	10,821
Elementary Asst. Principal		8,227	8,672	9,291	9,848	10,358	10,887

2022-2023	2.5% Increase	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Thereafter</u>
Program Director/Administrator		8,359	8,814	9,441	9,984	10,523	11,064
Program Admin SPED		8,359	8,814	9,441	9,984	10,523	11,064
Director of Student Achievement		8,359	8,814	9,441	9,984	10,523	11,064

Program Director World Lang Gr 3 - 12	8,359	8,814	9,441	9,984	10,523	11,064	
Elementary Asst. Principal	8,412	8,867	9,500	10,070	10,591	11,131	
2023-2024	2.5% Increase	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Thereafter</u>
Program Director/Administrator	8,547	9,013	9,653	10,208	10,759	11,313	
Program Admin SPED	8,547	9,013	9,653	10,208	10,759	11,313	
Director of Student Achievement	8,547	9,013	9,653	10,208	10,759	11,313	
Program Director World Lang Gr 3 - 12	8,547	9,013	9,653	10,208	10,759	11,313	
Elementary Asst. Principal	8,601	9,066	9,713	10,296	10,829	11,382	

B2-4 The work year for members of Unit B-2 shall be the same as for teachers. The work year for any 10-month Assistant Principal shall, in addition to the work year for teachers, include the following: (a) ten (10) non-holiday weekdays during the summer, occurring by mutual agreement between the above mentioned Assistant Principals and their respective Principals; and (b) other days by mutual agreement between the above mentioned Assistant Principals and their respective Principals. The Assistant Principals shall be paid per diem for each day worked in excess of the teachers' work year.

B2-5 The Program Administrators/Directors' teaching assignments will be as 80% administrative and 20% teaching in the following disciplines:

- English (6-12)
- World Language (3-12)
- Mathematics (6-12)
- Science (6-12)
- Social Studies (6-12)
- Literacy (6-12)

Program Administrators/Directors in the above-listed disciplines may teach an additional 20% by mutual agreement of the Program Administrator/Director and Administration.

The Program Administrators/Directors teaching assignments will be as 60% administrative and 40% teaching in the following disciplines:

- ELL (K-12)

The Program Administrators/Directors teaching assignments will be as 100% administrative in the following disciplines:

- Guidance (K-12)
- Special Education

The Program Administrators/Directors' teaching assignments will be 50% administrative and 50% teaching in the following disciplines:

- Art (K-12)
- Music (K-12)
- Physical Education/Health (K-12)

B2-6 Program Administrators/Directors are exempt from nonteaching duties except when the Principal, in the Principal's sole discretion, determines that there is an emergency or that insufficient staff is available to ensure the safety of the student population.

B2-7 The work year for any Program Administrator (with the exception of Special Education Program Administrators) or Program Director shall, in addition to the work year for teachers, include four (4) non-holiday weekdays during the summer, occurring at the discretion of each Program Administrator or Program Director, with no more than the equivalent of one (1) full day for administrative meetings. A full day of work equals seven (7) hours which includes a thirty (30) minute lunch. The Program Administrators/Program Directors shall be paid per diem for each of these four (4) days worked in excess of the teachers' work year. The Program Administrators/Program Directors will outline what they will accomplish for each of these four (4) days and submit this to the appropriate building Principal(s).

Special Education Program Administrators shall, in addition to the work year for teachers, include four (4) non-holiday weekdays during the summer with the possibility of up to an additional six (6) days to be determined by the Special Education Director (for a total of up to ten (10) days). These days shall be scheduled at the discretion of each Special Education Program Administrator, with no more than the equivalent of one (1) full day for administrative meetings. A full day of work in the summer equals seven (7) hours which includes a thirty (30) minute lunch. The Special Education Program Administrators shall be paid per diem for each of these ten (10) days worked in excess of the teachers' work year. The Special Education Program Administrators will outline what they will accomplish for each of these ten (10) days and submit this to the Director of Special Education.

APPENDIX B-3
SALARY FOR UNIT B-3

B3-1 Included in Unit B-3 is the Athletic Director.

B3-2 The salary will be calculated as follows:

a. Multiply base times ratio and add:

\$1,200 if Director has completed twelve (12) years of professional service in Bedford; \$1,700 (inclusive of all other longevity increments) if director has completed fifteen (15) years of professional service in Bedford; or \$2,200 (inclusive of all other longevity increments) if director has completed twenty (20) years of professional service in Bedford, and \$3,000 (inclusive of all other longevity increments) if the director has completed twenty-five (25) years of service in Bedford.

B3-3	Base:	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
		<u>(2.5%)</u>	<u>(2.25%)</u>	<u>(2.25%)</u>
		92,189	94,263	96,384

B3-4	Ratio:	Minimum Ratio	Maximum Ratio
		1.22	1.37

B3-5 The starting ratio will be negotiated at the time of appointment and will be based upon appropriate administrative experience.

B3-6 For each year of service .015 shall be added to the starting ratio until the maximum is reached.

**APPENDIX C: HIGH SCHOOL ATHLETICS
2021-2022 2.5%**

FALL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
CHEERLEADING	15	3,512	3,901	4,290	4,680
CROSSCOUNTRY (Coed)	21	4,916	5,461	6,007	6,551
FIELD HOCKEY					
Varsity	21	4,916	5,461	6,007	6,551
Assistant	15	3,512	3,901	4,290	4,680
Freshman	14	3,277	3,641	4,004	4,368
FOOTBALL					
Varsity	34	7,959	8,842	9,724	10,607
Assistant	22	5,151	5,722	6,292	6,863
JV	18	4,214	4,681	5,149	5,615
Freshman	16	3,745	4,162	4,576	4,992
Asst. Freshman	15	3,512	3,901	4,290	4,680
GOLF (Coed)	15	3,512	3,901	4,290	4,680
SOCCER-BOYS/GIRLS					
Varsity	21	4,916	5,461	6,007	6,551
JV	15	3,512	3,901	4,290	4,680
Freshman	14	3,277	3,641	4,004	4,368
VOLLEYBALL/GIRLS					
Varsity	21	4,916	5,471	6,007	6,551
JV	14	3,277	3,641	4,004	4,368
Freshman	14	3,277	3,641	4,004	4,368
ATHLETIC TRAINER	25	5,852	6,502	7,150	7,799

WINTER	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASKETBALL-BOYS/GIRLS					
Varsity	25	5,852	6,502	7,150	7,799
JV	18	4,214	4,681	5,149	5,615
Freshman	15	3,512	3,901	4,290	4,680
CHEERLEADING	15	3,512	3,901	4,290	4,680
ICE HOCKEY					
Varsity	25	5,852	6,502	7,150	7,799
Assistant	18	4,214	4,681	5,149	5,615
RIFLE TEAM (Coed)	15	3,512	3,901	4,290	4,680
WRESTLING	20	4,682	5,201	5,721	6,239
SKI TEAM (Coed)	18	4,214	4,681	5,149	5,615
Assistant	12	2,810	3,120	3,433	3,743
SWIM (Coed)					
Head	18	4,214	4,681	5,149	5,615
Assistant	15	3,512	3,901	4,290	4,680
INDOOR TRACK-BOYS/GIRLS					
Varsity	20	4,682	5,201	5,721	6,239
JV	15	3,512	3,901	4,290	4,680
ATHLETIC TRAINER	25	5,852	6,502	7,150	7,799

SPRING	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL					
Varsity	20	4,682	5,201	5,721	6,239
Assistant Varsity	14	3,277	3,641	4,004	4,368
JV	15	3,512	3,901	4,290	4,680
LACROSSE-BOYS/GIRLS					
Varsity	20	4,682	5,201	5,721	6,239
Assistant	14				
JV	15	3,512	3,901	4,290	4,680
Freshman	14	3,277	3,641	4,004	4,368
SOFTBALL					
Varsity	20	4,682	5,201	5,721	6,239
Assistant Varsity	14	3,277	3,641	4,004	4,368
JV	15	3,512	3,901	4,290	4,680
Freshman	14	3,277	3,641	4,004	4,368
TENNIS-BOYS/GIRLS					
Varsity	18	4,214	4,681	5,149	5,615
Assistant	14	3,277	3,641	4,004	4,368
TRACK-BOYS/GIRLS					
Varsity	20	4,682	5,201	5,721	6,239
Assistant Varsity	15	3,512	3,901	4,290	4,680
ATHLETIC TRAINER	25	5,852	6,502	7,150	7,799

APPENDIX C: MIDDLE SCHOOL ATHLETICS

2021-2022 2.5%	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL	11	2,575	2,860	3,147	3,432
BASKETBALL	13	3,043	3,381	3,719	4,056
CHEERLEADING	11	2,575	2,860	3,147	3,432
CROSSCOUNTRY	11	2,575	2,860	3,147	3,432
FIELD HOCKEY	11	2,575	2,860	3,147	3,432
FOOTBALL - HEAD	13	3,043	3,381	3,719	4,056
FOOTBALL-ASSISTANT	11	2,575	2,860	3,147	3,432
SOCCER	11	2,575	2,860	3,147	3,432
SOFTBALL	11	2,575	2,860	3,147	3,432
SPRING TRACK	11	2,575	2,860	3,147	3,432
SPRING TRACK ASSIST. (2 positions)	10	2,340	2,600	2,860	3,119

INTRAMURAL STIPEND	2,187
AFTER SCHOOL SPORTS SUPERVISORS	32.47
ATHLETIC COORDINATOR	4,572

**APPENDIX C: HIGH SCHOOL ATHLETICS
2022-2023 2.25%**

FALL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
CHEERLEADING	15	3,591	3,989	4,387	4,785
CROSSCOUNTRY (Coed)	21	5,027	5,584	6,142	6,698
FIELD HOCKEY					
Varsity	21	5,027	5,584	6,142	6,698
Assistant	15	3,591	3,989	4,387	4,785
Freshman	14	3,351	3,723	4,094	4,466
FOOTBALL					
Varsity	34	8,138	9,041	9,943	10,846
Assistant	22	5,267	5,851	6,434	7,017
JV	18	4,309	4,786	5,265	5,741
Freshman	16	3,829	4,256	4,679	5,104
Asst. Freshman	15	3,591	3,989	4,387	4,785
GOLF (Coed)	15	3,591	3,989	4,387	4,785
SOCCER-BOYS/GIRLS					
Varsity	21	5,027	5,584	6,142	6,698
JV	15	3,591	3,989	4,387	4,785
Freshman	14	3,351	3,723	4,094	4,466
VOLLEYBALL/GIRLS					
Varsity	21	5,027	5,594	6,142	6,698
JV	14	3,351	3,723	4,094	4,466
Freshman	14	3,351	3,723	4,094	4,466
ATHLETIC TRAINER	25	5,984	6,648	7,311	7,974

WINTER	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASKETBALL-BOYS/GIRLS					
Varsity	25	5,984	6,648	7,311	7,974
JV	18	4,309	4,786	5,265	5,741
Freshman	15	3,591	3,989	4,387	4,785
CHEERLEADING	15	3,591	3,989	4,387	4,785
ICE HOCKEY					
Varsity	25	5,984	6,648	7,311	7,974
Assistant	18	4,309	4,786	5,265	5,741
RIFLE TEAM (Coed)	15	3,591	3,989	4,387	4,785
WRESTLING	20	4,787	5,318	5,850	6,379
SKI TEAM (Coed)	18	4,309	4,786	5,265	5,741
Assistant	12	2,873	3,190	3,510	3,827
SWIM (Coed)					
Head	18	4,309	4,786	5,265	5,741
Assistant	15	3,591	3,989	4,387	4,785
INDOOR TRACK-BOYS/GIRLS					
Varsity	20	4,787	5,318	5,850	6,379
JV	15	3,591	3,989	4,387	4,785
ATHLETIC TRAINER	25	5,984	6,648	7,311	7,974

SPRING	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL					
Varsity	20	4,787	5,318	5,850	6,379
Assistant Varsity	14	3,351	3,723	4,094	4,466
JV	15	3,591	3,989	4,387	4,785
LACROSSE-BOYS/GIRLS					
Varsity	20	4,787	5,318	5,850	6,379
Assistant	14				
JV	15	3,591	3,989	4,387	4,785
Freshman	14	3,351	3,723	4,094	4,466
SOFTBALL					
Varsity	20	4,787	5,318	5,850	6,379
Assistant Varsity	14	3,351	3,723	4,094	4,466
JV	15	3,591	3,989	4,387	4,785
Freshman	14	3,351	3,723	4,094	4,466
TENNIS-BOYS/GIRLS					
Varsity	18	4,309	4,786	5,265	5,741
Assistant	14	3,351	3,723	4,094	4,466
TRACK-BOYS/GIRLS					
Varsity	20	4,787	5,318	5,850	6,379
Assistant Varsity	15	3,591	3,989	4,387	4,785
ATHLETIC TRAINER	25	5,984	6,648	7,311	7,974

APPENDIX C: MIDDLE SCHOOL ATHLETICS

2022-2023 2.25%	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL	11	2,633	2,924	3,218	3,509
BASKETBALL	13	3,111	3,457	3,803	4,147
CHEERLEADING	11	2,633	2,924	3,218	3,509
CROSSCOUNTRY	11	2,633	2,924	3,218	3,509
FIELD HOCKEY	11	2,633	2,924	3,218	3,509
FOOTBALL - HEAD	13	3,111	3,457	3,803	4,147
FOOTBALL-ASSISTANT	11	2,633	2,924	3,218	3,509
SOCCER	11	2,633	2,924	3,218	3,509
SOFTBALL	11	2,633	2,924	3,218	3,509
SPRING TRACK	11	2,633	2,924	3,218	3,509
SPRING TRACK ASSIST. (2 positions)	10	2,393	2,659	2,924	3,189

INTRAMURAL STIPEND	2,236
AFTER SCHOOL SPORTS SUPERVISORS	33.20
ATHLETIC COORDINATOR	4,675

APPENDIX C: HIGH SCHOOL ATHLETICS

2023-2024 2.25%

FALL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
CHEERLEADING	15	3,672	4,079	4,486	4,893
CROSSCOUNTRY (Coed)	21	5,140	5,710	6,280	6,849
FIELD HOCKEY					
Varsity	21	5,140	5,710	6,280	6,849
Assistant	15	3,672	4,079	4,486	4,893
Freshman	14	3,426	3,807	4,186	4,566
FOOTBALL					
Varsity	34	8,321	9,244	10,167	11,090
Assistant	22	5,386	5,983	6,579	7,175
JV	18	4,406	4,894	5,383	5,870
Freshman	16	3,915	4,352	4,784	5,219
Asst. Freshman	15	3,672	4,079	4,486	4,893
GOLF (Coed)	15	3,672	4,079	4,486	4,893
SOCCER-BOYS/GIRLS					
Varsity	21	5,140	5,710	6,280	6,849
JV	15	3,672	4,079	4,486	4,893
Freshman	14	3,426	3,807	4,186	4,566
VOLLEYBALL/GIRLS					
Varsity	21	5,140	5,720	6,280	6,849
JV	14	3,426	3,807	4,186	4,566
Freshman	14	3,426	3,807	4,186	4,566
ATHLETIC TRAINER	25	6,119	6,798	7,475	8,153

WINTER	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASKETBALL-BOYS/GIRLS					
Varsity	25	6,119	6,798	7,475	8,153
JV	18	4,406	4,894	5,383	5,870
Freshman	15	3,672	4,079	4,486	4,893
CHEERLEADING	15	3,672	4,079	4,486	4,893
ICE HOCKEY					
Varsity	25	6,119	6,798	7,475	8,153
Assistant	18	4,406	4,894	5,383	5,870
RIFLE TEAM (Coed)	15	3,672	4,079	4,486	4,893
WRESTLING	20	4,895	5,438	5,982	6,523
SKI TEAM (Coed)	18	4,406	4,894	5,383	5,870
Assistant	12	2,938	3,262	3,589	3,913
SWIM (Coed)					
Head	18	4,406	4,894	5,383	5,870
Assistant	15	3,672	4,079	4,486	4,893
INDOOR TRACK-BOYS/GIRLS					
Varsity	20	4,895	5,438	5,982	6,523
JV	15	3,672	4,079	4,486	4,893
ATHLETIC TRAINER	25	6,119	6,798	7,475	8,153

SPRING	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL					
Varsity	20	4,895	5,438	5,982	6,523
Assistant Varsity	14	3,426	3,807	4,186	4,566
JV	15	3,672	4,079	4,486	4,893
LACROSSE-BOYS/GIRLS					
Varsity	20	4,895	5,438	5,982	6,523
Assistant	14				
JV	15	3,672	4,079	4,486	4,893
Freshman	14	3,426	3,807	4,186	4,566
SOFTBALL					
Varsity	20	4,895	5,438	5,982	6,523
Assistant Varsity	14	3,426	3,807	4,186	4,566
JV	15	3,672	4,079	4,486	4,893
Freshman	14	3,426	3,807	4,186	4,566
TENNIS-BOYS/GIRLS					
Varsity	18	4,406	4,894	5,383	5,870
Assistant	14	3,426	3,807	4,186	4,566
TRACK-BOYS/GIRLS					
Varsity	20	4,895	5,438	5,982	6,523
Assistant Varsity	15	3,672	4,079	4,486	4,893
ATHLETIC TRAINER	25	6,119	6,798	7,475	8,153

APPENDIX C: MIDDLE SCHOOL ATHLETICS

2023-2024 2.25%	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
BASEBALL	11	2,692	2,990	3,290	3,588
BASKETBALL	13	3,181	3,535	3,889	4,240
CHEERLEADING	11	2,692	2,990	3,290	3,588
CROSSCOUNTRY	11	2,692	2,990	3,290	3,588
FIELD HOCKEY	11	2,692	2,990	3,290	3,588
FOOTBALL - HEAD	13	3,181	3,535	3,889	4,240
FOOTBALL-ASSISTANT	11	2,692	2,990	3,290	3,588
SOCCER	11	2,692	2,990	3,290	3,588
SOFTBALL	11	2,692	2,990	3,290	3,588
SPRING TRACK	11	2,692	2,990	3,290	3,588
SPRING TRACK ASSIST. (2 positions)	10	2,447	2,719	2,990	3,261

INTRAMURAL STIPEND	2,286
AFTER SCHOOL SPORTS SUPERVISORS	33.95
ATHLETIC COORDINATOR	4,780

**APPENDIX D: INTRA/INTER SCHOOL COMPENSATORY ACTIVITIES
2021-2022 (2.5%)**

HIGH SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
INQUIRY	14	\$3,277	\$3,641	\$4,004	\$4,368
DRAMA CLUB ADVISOR	14	\$3,277	\$3,641	\$4,004	\$4,368
THEATRE COSTUMER	9	\$2,106	\$2,340	\$2,574	\$2,807
DRAMA CLUB TECH. DIRECTOR	10	\$2,340	\$2,600	\$2,860	\$3,119
MUSICAL: CHOREOGRAPHER	14	\$3,277	\$3,641	\$4,004	\$4,368
MUSICAL: ARTISTIC DIRECTOR	19	\$4,447	\$4,941	\$5,434	\$5,928
MUSICAL: TECHNICAL DIRECTOR	14	\$3,277	\$3,641	\$4,004	\$4,368
SCHOOL PAPER	14	\$3,277	\$3,641	\$4,004	\$4,368
LITERARY MAGAZINE	9	\$2,106	\$2,340	\$2,574	\$2,807
MATH LEAGUE	9	\$2,106	\$2,340	\$2,574	\$2,807
YEARBOOK	22	\$5,151	\$5,722	\$6,292	\$6,863
ART YEARBOOK	14	\$3,277	\$3,641	\$4,004	\$4,368
MARCHING BAND DIRECTOR	18	\$4,214	\$4,681	\$5,149	\$5,615
ASSISTANT	14	\$3,277	\$3,641	\$4,004	\$4,368
MARCHING BAND DRILL INSTRUCTOR	9	\$2,106	\$2,340	\$2,574	\$2,807
FLAG SQUAD DIRECTOR	14	\$3,277	\$3,641	\$4,004	\$4,368
MARCH. BAND PERC. DIR.	9	\$2,106	\$2,340	\$2,574	\$2,807
EXTRACURRICULAR INSTRUMENTAL: STRINGS	9	\$2,106	\$2,340	\$2,574	\$2,807
WIND/PERCUSSION	9	\$2,106	\$2,340	\$2,574	\$2,807
JAZZ BAND	9	\$2,106	\$2,340	\$2,574	\$2,807
NATIONAL HONOR SOCIETY	9	\$2,106	\$2,340	\$2,574	\$2,807
FRENCH CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
SPANISH CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
LATIN CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
AFS ADVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
SCIENCE LEAGUE	9	\$2,106	\$2,340	\$2,574	\$2,807
VOCAL ENSEMBLE	9	\$2,106	\$2,340	\$2,574	\$2,807
STUDENT GOVT. ADVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
ATMOSPHERE COMMITTEE	5	\$1,171	\$1,300	\$1,430	\$1,560
SEXUALITY AND GENDER ALLIANCE (SAGA)	5	\$1,171	\$1,300	\$1,430	\$1,560
SADD	5	\$1,171	\$1,300	\$1,430	\$1,560
ENVIRONMENTAL CLUB	14	\$3,277	\$3,641	\$4,004	\$4,368
DRILL TEAM (AFJROTC)	18	\$4,214	\$4,681	\$5,149	\$5,615
CHESS CLUB	9	\$2,106	\$2,340	\$2,574	\$2,807
INTERACT CLUB	9	\$2,106	\$2,340	\$2,574	\$2,807
STEP TEAM ADVISOR	9	\$2,106	\$2,340	\$2,574	\$2,807
USFIRST ROBOTICS TEAM	9	\$2,106	\$2,340	\$2,574	\$2,807
HISTORY DAY ADVISOR	9	\$2,106	\$2,340	\$2,574	\$2,807

WEST SUBURBAN SCIENCE LEAGUE	9	\$2,106	\$2,340	\$2,574	\$2,807
WEST SUBURBAN SCIENCE OLYMPIAD	9	\$2,106	\$2,340	\$2,574	\$2,807
SCIENCE BOWL/OCEAN BOWL	5	\$1,171	\$1,300	\$1,430	\$1,560
BUC STOP	7	\$1,639	\$1,820	\$2,002	\$2,184
WOMEN OF SCIENCE	5	\$1,171	\$1,300	\$1,430	\$1,560
WOMEN OF SCIENCE COORD. (2 POSITIONS)	12	\$2,809	\$3,120	\$3,433	\$3,743
CHEMICAL HYGIENE OFFICER	3	\$702	\$780	\$858	\$936
TENACITY HEAD COACH (2 POSITIONS)	12	\$2,809	\$3,120	\$3,433	\$3,743
TENACITY ART COACHES (2 POSITIONS)	3	\$702	\$780	\$858	\$936
TENACITY COORDINATOR	6	\$1,405	\$1,560	\$1,716	\$1,872
TENACITY MS/HS WEBSITE MANAGER	6	\$1,405	\$1,560	\$1,716	\$1,872
METCO SAT PREP COURSE	4	\$937	\$1,040	\$1,145	\$1,247
FRESHMAN CLASS ADVISOR		\$3,119	0	0	0
SOPHOMORE CLASS ADVISOR		0	\$3,433	0	0
JUNIOR CLASS ADVISOR		0	0	\$3,704	0
SENIOR CLASS ADVISOR		0	0	0	\$4,056
FRESHMAN MENTOR	9	\$2,106	\$2,340	\$2,574	\$2,807
DECA	14	\$3,277	\$3,641	\$4,004	\$4,368
PING PONG CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
AMBASSADOR PROGRAM ADVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
GAMING CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
BHS LIVE	5	\$1,171	\$1,300	\$1,430	\$1,560
CULINARY CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
MIDDLE SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
MATH LEAGUE	5	\$1,171	\$1,300	\$1,430	\$1,560
ACADEMIC RECOGNITION	5	\$1,171	\$1,300	\$1,430	\$1,560
YEARBOOK	5	\$1,171	\$1,300	\$1,430	\$1,560
MUSICAL THEATER DIRECTOR	19	\$4,447	\$4,941	\$5,434	\$5,928
MUSICAL THEATER PRODUCTION STAFF (3)	9	\$2,106	\$2,340	\$2,574	\$2,807
GR 6 MUSICAL THEATER PRODUCTION STAFF	9	\$2,106	\$2,340	\$2,574	\$2,807
SCIENCE CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
SCHOOL MEDIATION	9	\$2,106	\$2,340	\$2,574	\$2,807
NEWSPAPER CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
WASHINGTON, D.C. TRIP COORDINATOR	9	\$2,106	\$2,340	\$2,574	\$2,807
MODEL UN	4	\$937	\$1,040	\$1,145	\$1,247
EXTRACURRICULAR VOCAL	9	\$2,106	\$2,340	\$2,574	\$2,807
EXTRACURRICULAR INSTRUMENTAL	9	\$2,106	\$2,340	\$2,574	\$2,807
JAZZ BAND	9	\$2,106	\$2,340	\$2,574	\$2,807
STUDENT COUNCIL	5	\$1,171	\$1,300	\$1,430	\$1,560
NATURE'S CLASSROOM COORDINATOR	5	\$1,171	\$1,300	\$1,430	\$1,560

ACE CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
HOMEWORK CLUB	7	\$1,639	\$1,820	\$2,002	\$2,184
METCO MATH	9	\$2,106	\$2,340	\$2,574	\$2,807
TENACITY COORDINATOR	6	\$1,405	\$1,560	\$1,716	\$1,872
TENACITY COACH (2 POSITIONS)	12	\$2,809	\$3,120	\$3,433	\$3,743
GIRLS' TALK	5	\$1,171	\$1,300	\$1,430	\$1,560
GIRLS' STEM CLUB ADVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
ELEMENTARY/LANE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
STUDENT GOVERNMENT ADVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
TALENT SHOW DIRECTOR	5	\$1,171	\$1,300	\$1,430	\$1,560
HOMEWORK CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
5TH GRADE CHALLENGE DAY	3	\$702	\$780	\$858	\$936
ACADEMIC CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
MATH OLYMPIAD	5	\$1,171	\$1,300	\$1,430	\$1,560
REVELS	3	\$702	\$780	\$858	\$936
SCHOOL NEWSPAPER	5	\$1,171	\$1,300	\$1,430	\$1,560
GARDEN AND CHICKEN COOP SUPERVISOR	5	\$1,171	\$1,300	\$1,430	\$1,560
ELEMENTARY/DAVIS	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
TECHNOLOGY WORKSHOPS	5	\$1,171	\$1,300	\$1,430	\$1,560
1ST & 2ND GRADE MUSIC ENSEMBLE	5	\$1,171	\$1,300	\$1,430	\$1,560
ACADEMIC CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
SENIOR TUTOR COORDINATOR (2 POSITIONS)	3	\$702	\$780	\$858	\$936
GARDEN CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
SOCIAL CLUB	5	\$1,171	\$1,300	\$1,430	\$1,560
SERVICE LEARNING PROJECT	5	\$1,171	\$1,300	\$1,430	\$1,560
DISTRICT-WIDE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
SAFETY CARE TRAINER	3	\$702	\$780	\$858	\$936

Point Values for Appendices C & D

Minimum-Point	\$234.09
Maximum Point	\$311.98

These stipends shall be calculated as follows:

1st year in position	minimum
2nd year in position	minimum + (max-min x 1/3)
3rd year in position	minimum + (max-min x 2/3)
4th year in position (and thereafter)	maximum

2022-2023 2.25%					
HIGH SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
INQUIRY	14	\$3,351	\$3,723	\$4,094	\$4,466
DRAMA CLUB ADVISOR	14	\$3,351	\$3,723	\$4,094	\$4,466
THEATRE COSTUMER	9	\$2,153	\$2,393	\$2,632	\$2,870
DRAMA CLUB TECH. DIRECTOR	10	\$2,393	\$2,659	\$2,924	\$3,189
MUSICAL: CHOREOGRAPHER	14	\$3,351	\$3,723	\$4,094	\$4,466
MUSICAL: ARTISTIC DIRECTOR	19	\$4,547	\$5,052	\$5,556	\$6,061
MUSICAL: TECHNICAL DIRECTOR	14	\$3,351	\$3,723	\$4,094	\$4,466
SCHOOL PAPER	14	\$3,351	\$3,723	\$4,094	\$4,466
LITERARY MAGAZINE	9	\$2,153	\$2,393	\$2,632	\$2,870
MATH LEAGUE	9	\$2,153	\$2,393	\$2,632	\$2,870
YEARBOOK	22	\$5,267	\$5,851	\$6,434	\$7,017
ART YEARBOOK	14	\$3,351	\$3,723	\$4,094	\$4,466
MARCHING BAND DIRECTOR	18	\$4,309	\$4,786	\$5,265	\$5,741
ASSISTANT	14	\$3,351	\$3,723	\$4,094	\$4,466
MARCHING BAND DRILL INSTRUCTOR	9	\$2,153	\$2,393	\$2,632	\$2,870
FLAG SQUAD DIRECTOR	14	\$3,351	\$3,723	\$4,094	\$4,466
MARCH. BAND PERC. DIR.	9	\$2,153	\$2,393	\$2,632	\$2,870
EXTRACURRICULAR INSTRUMENTAL: STRINGS	9	\$2,153	\$2,393	\$2,632	\$2,870
WIND/PERCUSSION	9	\$2,153	\$2,393	\$2,632	\$2,870
JAZZ BAND	9	\$2,153	\$2,393	\$2,632	\$2,870
NATIONAL HONOR SOCIETY	9	\$2,153	\$2,393	\$2,632	\$2,870
FRENCH CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
SPANISH CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
LATIN CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
AFS ADVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
SCIENCE LEAGUE	9	\$2,153	\$2,393	\$2,632	\$2,870
VOCAL ENSEMBLE	9	\$2,153	\$2,393	\$2,632	\$2,870
STUDENT GOVT. ADVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
ATMOSPHERE COMMITTEE	5	\$1,197	\$1,329	\$1,462	\$1,595
SEXUALITY AND GENDER ALLIANCE (SAGA)	5	\$1,197	\$1,329	\$1,462	\$1,595
SADD	5	\$1,197	\$1,329	\$1,462	\$1,595
ENVIRONMENTAL CLUB	14	\$3,351	\$3,723	\$4,094	\$4,466
DRILL TEAM (AFJROTC)	18	\$4,309	\$4,786	\$5,265	\$5,741
CHESS CLUB	9	\$2,153	\$2,393	\$2,632	\$2,870
INTERACT CLUB	9	\$2,153	\$2,393	\$2,632	\$2,870
STEP TEAM ADVISOR	9	\$2,153	\$2,393	\$2,632	\$2,870
USFIRST ROBOTICS TEAM	9	\$2,153	\$2,393	\$2,632	\$2,870
HISTORY DAY ADVISOR	9	\$2,153	\$2,393	\$2,632	\$2,870

WEST SUBURBAN SCIENCE LEAGUE	9	\$2,153	\$2,393	\$2,632	\$2,870
WEST SUBURBAN SCIENCE OLYMPIAD	9	\$2,153	\$2,393	\$2,632	\$2,870
SCIENCE BOWL/OCEAN BOWL	5	\$1,197	\$1,329	\$1,462	\$1,595
BUC STOP	7	\$1,676	\$1,861	\$2,047	\$2,233
WOMEN OF SCIENCE	5	\$1,197	\$1,329	\$1,462	\$1,595
WOMEN OF SCIENCE COORD. (2 POSITIONS)	12	\$2,872	\$3,190	\$3,510	\$3,827
CHEMICAL HYGIENE OFFICER	3	\$718	\$798	\$877	\$957
TENACITY HEAD COACH (2 POSITIONS)	12	\$2,872	\$3,190	\$3,510	\$3,827
TENACITY ART COACHES (2 POSITIONS)	3	\$718	\$798	\$877	\$957
TENACITY COORDINATOR	6	\$1,437	\$1,595	\$1,755	\$1,914
TENACITY MS/HS WEBSITE MANAGER	6	\$1,437	\$1,595	\$1,755	\$1,914
METCO SAT PREP COURSE	4	\$958	\$1,063	\$1,171	\$1,275
FRESHMAN CLASS ADVISOR		\$3,189			
SOPHOMORE CLASS ADVISOR			\$3,510		
JUNIOR CLASS ADVISOR				\$3,787	
SENIOR CLASS ADVISOR					\$4,147
FRESHMAN MENTOR	9	\$2,153	\$2,393	\$2,632	\$2,870
DECA	14	\$3,351	\$3,723	\$4,094	\$4,466
PING PONG CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
AMBASSADOR PROGRAM ADVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
GAMING CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
BHS LIVE	5	\$1,197	\$1,329	\$1,462	\$1,595
CULINARY CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
MIDDLE SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
MATH LEAGUE	5	\$1,197	\$1,329	\$1,462	\$1,595
ACADEMIC RECOGNITION	5	\$1,197	\$1,329	\$1,462	\$1,595
YEARBOOK	5	\$1,197	\$1,329	\$1,462	\$1,595
MUSICAL THEATER DIRECTOR	19	\$4,547	\$5,052	\$5,556	\$6,061
MUSICAL THEATER PRODUCTION STAFF (3)	9	\$2,153	\$2,393	\$2,632	\$2,870
GR 6 MUSICAL THEATER PRODUCTION STAFF	9	\$2,153	\$2,393	\$2,632	\$2,870
SCIENCE CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
SCHOOL MEDIATION	9	\$2,153	\$2,393	\$2,632	\$2,870
NEWSPAPER CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
WASHINGTON, D.C. TRIP COORDINATOR	9	\$2,153	\$2,393	\$2,632	\$2,870
MODEL UN	4	\$958	\$1,063	\$1,171	\$1,275
EXTRACURRICULAR VOCAL	9	\$2,153	\$2,393	\$2,632	\$2,870
EXTRACURRICULAR INSTRUMENTAL	9	\$2,153	\$2,393	\$2,632	\$2,870
JAZZ BAND	9	\$2,153	\$2,393	\$2,632	\$2,870
STUDENT COUNCIL	5	\$1,197	\$1,329	\$1,462	\$1,595
NATURE'S CLASSROOM COORDINATOR	5	\$1,197	\$1,329	\$1,462	\$1,595

ACE CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
HOMEWORK CLUB	7	\$1,676	\$1,861	\$2,047	\$2,233
METCO MATH	9	\$2,153	\$2,393	\$2,632	\$2,870
TENACITY COORDINATOR	6	\$1,437	\$1,595	\$1,755	\$1,914
TENACITY COACH (2 POSITIONS)	12	\$2,872	\$3,190	\$3,510	\$3,827
GIRLS' TALK	5	\$1,197	\$1,329	\$1,462	\$1,595
GIRLS' STEM CLUB ADVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
ELEMENTARY/LANE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
STUDENT GOVERNMENT ADVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
TALENT SHOW DIRECTOR	5	\$1,197	\$1,329	\$1,462	\$1,595
HOMEWORK CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
5TH GRADE CHALLENGE DAY	3	\$718	\$798	\$877	\$957
ACADEMIC CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
MATH OLYMPIAD	5	\$1,197	\$1,329	\$1,462	\$1,595
REVELS	3	\$718	\$798	\$877	\$957
SCHOOL NEWSPAPER	5	\$1,197	\$1,329	\$1,462	\$1,595
GARDEN AND CHICKEN COOP SUPERVISOR	5	\$1,197	\$1,329	\$1,462	\$1,595
ELEMENTARY/DAVIS	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
TECHNOLOGY WORKSHOPS	5	\$1,197	\$1,329	\$1,462	\$1,595
1ST & 2ND GRADE MUSIC ENSEMBLE	5	\$1,197	\$1,329	\$1,462	\$1,595
ACADEMIC CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
SENIOR TUTOR COORDINATOR (2 POSITIONS)	3	\$718	\$798	\$877	\$957
GARDEN CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
SOCIAL CLUB	5	\$1,197	\$1,329	\$1,462	\$1,595
SERVICE LEARNING PROJECT	5	\$1,197	\$1,329	\$1,462	\$1,595
DISTRICT-WIDE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
SAFETY CARE TRAINER	3	\$718	\$798	\$877	\$957

Point Values for Appendices C & D

Minimum-Point	\$239.36
Maximum Point	\$319.00

These stipends shall be calculated as follows:

1st year in position	minimum
2nd year in position	minimum + (max-min x 1/3)
3rd year in position	minimum + (max-min x 2/3)
4th year in position (and thereafter)	maximum

2023-2024 2.25%					
HIGH SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
INQUIRY	14	\$3,426	\$3,807	\$4,186	\$4,566
DRAMA CLUB ADVISOR	14	\$3,426	\$3,807	\$4,186	\$4,566
THEATRE COSTUMER	9	\$2,201	\$2,447	\$2,691	\$2,935
DRAMA CLUB TECH. DIRECTOR	10	\$2,447	\$2,719	\$2,990	\$3,261
MUSICAL: CHOREOGRAPHER	14	\$3,426	\$3,807	\$4,186	\$4,566
MUSICAL: ARTISTIC DIRECTOR	19	\$4,649	\$5,166	\$5,681	\$6,197
MUSICAL: TECHNICAL DIRECTOR	14	\$3,426	\$3,807	\$4,186	\$4,566
SCHOOL PAPER	14	\$3,426	\$3,807	\$4,186	\$4,566
LITERARY MAGAZINE	9	\$2,201	\$2,447	\$2,691	\$2,935
MATH LEAGUE	9	\$2,201	\$2,447	\$2,691	\$2,935
YEARBOOK	22	\$5,386	\$5,983	\$6,579	\$7,175
ART YEARBOOK	14	\$3,426	\$3,807	\$4,186	\$4,566
MARCHING BAND DIRECTOR	18	\$4,406	\$4,894	\$5,383	\$5,870
ASSISTANT	14	\$3,426	\$3,807	\$4,186	\$4,566
MARCHING BAND DRILL INSTRUCTOR	9	\$2,201	\$2,447	\$2,691	\$2,935
FLAG SQUAD DIRECTOR	14	\$3,426	\$3,807	\$4,186	\$4,566
MARCH. BAND PERC. DIR.	9	\$2,201	\$2,447	\$2,691	\$2,935
EXTRACURRICULAR INSTRUMENTAL: STRINGS	9	\$2,201	\$2,447	\$2,691	\$2,935
WIND/PERCUSSION	9	\$2,201	\$2,447	\$2,691	\$2,935
JAZZ BAND	9	\$2,201	\$2,447	\$2,691	\$2,935
NATIONAL HONOR SOCIETY	9	\$2,201	\$2,447	\$2,691	\$2,935
FRENCH CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
SPANISH CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
LATIN CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
AFS ADVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
SCIENCE LEAGUE	9	\$2,201	\$2,447	\$2,691	\$2,935
VOCAL ENSEMBLE	9	\$2,201	\$2,447	\$2,691	\$2,935
STUDENT GOVT. ADVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
ATMOSPHERE COMMITTEE	5	\$1,224	\$1,359	\$1,495	\$1,631
SEXUALITY AND GENDER ALLIANCE (SAGA)	5	\$1,224	\$1,359	\$1,495	\$1,631
SADD	5	\$1,224	\$1,359	\$1,495	\$1,631
ENVIRONMENTAL CLUB	14	\$3,426	\$3,807	\$4,186	\$4,566
DRILL TEAM (AFJROTC)	18	\$4,406	\$4,894	\$5,383	\$5,870
CHESS CLUB	9	\$2,201	\$2,447	\$2,691	\$2,935
INTERACT CLUB	9	\$2,201	\$2,447	\$2,691	\$2,935
STEP TEAM ADVISOR	9	\$2,201	\$2,447	\$2,691	\$2,935
USFIRST ROBOTICS TEAM	9	\$2,201	\$2,447	\$2,691	\$2,935
HISTORY DAY ADVISOR	9	\$2,201	\$2,447	\$2,691	\$2,935

WEST SUBURBAN SCIENCE LEAGUE	9	\$2,201	\$2,447	\$2,691	\$2,935
WEST SUBURBAN SCIENCE OLYMPIAD	9	\$2,201	\$2,447	\$2,691	\$2,935
SCIENCE BOWL/OCEAN BOWL	5	\$1,224	\$1,359	\$1,495	\$1,631
BUC STOP	7	\$1,714	\$1,903	\$2,093	\$2,283
WOMEN OF SCIENCE	5	\$1,224	\$1,359	\$1,495	\$1,631
WOMEN OF SCIENCE COORD. (2 POSITIONS)	12	\$2,937	\$3,262	\$3,589	\$3,913
CHEMICAL HYGIENE OFFICER	3	\$734	\$816	\$897	\$979
TENACITY HEAD COACH (2 POSITIONS)	12	\$2,937	\$3,262	\$3,589	\$3,913
TENACITY ART COACHES (2 POSITIONS)	3	\$734	\$816	\$897	\$979
TENACITY COORDINATOR	6	\$1,469	\$1,631	\$1,794	\$1,957
TENACITY MS/HS WEBSITE MANAGER	6	\$1,469	\$1,631	\$1,794	\$1,957
METCO SAT PREP COURSE	4	\$980	\$1,087	\$1,197	\$1,304
FRESHMAN CLASS ADVISOR		\$3,261			
SOPHOMORE CLASS ADVISOR			\$3,589		
JUNIOR CLASS ADVISOR				\$3,872	
SENIOR CLASS ADVISOR					\$4,240
FRESHMAN MENTOR	9	\$2,201	\$2,447	\$2,691	\$2,935
DECA	14	\$3,426	\$3,807	\$4,186	\$4,566
PING PONG CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
AMBASSADOR PROGRAM ADVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
GAMING CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
BHS LIVE	5	\$1,224	\$1,359	\$1,495	\$1,631
CULINARY CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
MIDDLE SCHOOL	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
MATH LEAGUE	5	\$1,224	\$1,359	\$1,495	\$1,631
ACADEMIC RECOGNITION	5	\$1,224	\$1,359	\$1,495	\$1,631
YEARBOOK	5	\$1,224	\$1,359	\$1,495	\$1,631
MUSICAL THEATER DIRECTOR	19	\$4,649	\$5,166	\$5,681	\$6,197
MUSICAL THEATER PRODUCTION STAFF (3)	9	\$2,201	\$2,447	\$2,691	\$2,935
GR 6 MUSICAL THEATER PRODUCTION STAFF	9	\$2,201	\$2,447	\$2,691	\$2,935
SCIENCE CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
SCHOOL MEDIATION	9	\$2,201	\$2,447	\$2,691	\$2,935
NEWSPAPER CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
WASHINGTON, D.C. TRIP COORDINATOR	9	\$2,201	\$2,447	\$2,691	\$2,935
MODEL UN	4	\$980	\$1,087	\$1,197	\$1,304
EXTRACURRICULAR VOCAL	9	\$2,201	\$2,447	\$2,691	\$2,935
EXTRACURRICULAR INSTRUMENTAL	9	\$2,201	\$2,447	\$2,691	\$2,935
JAZZ BAND	9	\$2,201	\$2,447	\$2,691	\$2,935
STUDENT COUNCIL	5	\$1,224	\$1,359	\$1,495	\$1,631
NATURE'S CLASSROOM COORDINATOR	5	\$1,224	\$1,359	\$1,495	\$1,631

ACE CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
HOMEWORK CLUB	7	\$1,714	\$1,903	\$2,093	\$2,283
METCO MATH	9	\$2,201	\$2,447	\$2,691	\$2,935
TENACITY COORDINATOR	6	\$1,469	\$1,631	\$1,794	\$1,957
TENACITY COACH (2 POSITIONS)	12	\$2,937	\$3,262	\$3,589	\$3,913
GIRLS' TALK	5	\$1,224	\$1,359	\$1,495	\$1,631
GIRLS' STEM CLUB ADVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
ELEMENTARY/LANE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
STUDENT GOVERNMENT ADVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
TALENT SHOW DIRECTOR	5	\$1,224	\$1,359	\$1,495	\$1,631
HOMEWORK CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
5TH GRADE CHALLENGE DAY	3	\$734	\$816	\$897	\$979
ACADEMIC CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
MATH OLYMPIAD	5	\$1,224	\$1,359	\$1,495	\$1,631
REVELS	3	\$734	\$816	\$897	\$979
SCHOOL NEWSPAPER	5	\$1,224	\$1,359	\$1,495	\$1,631
GARDEN AND CHICKEN COOP SUPERVISOR	5	\$1,224	\$1,359	\$1,495	\$1,631
ELEMENTARY/DAVIS	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
TECHNOLOGY WORKSHOPS	5	\$1,224	\$1,359	\$1,495	\$1,631
1ST & 2ND GRADE MUSIC ENSEMBLE	5	\$1,224	\$1,359	\$1,495	\$1,631
ACADEMIC CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
SENIOR TUTOR COORDINATOR (2 POSITIONS)	3	\$734	\$816	\$897	\$979
GARDEN CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
SOCIAL CLUB	5	\$1,224	\$1,359	\$1,495	\$1,631
SERVICE LEARNING PROJECT	5	\$1,224	\$1,359	\$1,495	\$1,631
DISTRICT-WIDE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4
SAFETY CARE TRAINER	3	\$734	\$816	\$897	\$979

Point Values for Appendices C & D

Minimum-Point	\$244.74
Maximum Point	\$326.18

These stipends shall be calculated as follows:

1st year in position	minimum
2nd year in position	minimum + (max-min x 1/3)
3rd year in position	minimum + (max-min x 2/3)
4th year in position	maximum

APPENDIX E

Sick Leave Bank

- E-01 It shall be the policy of the Bedford School Department to establish a Sick Leave Bank, the purpose of which shall be to enable all full-time professional employees working a half-time (.5) schedule or more including current principals who were members of the B.E.A. prior to their exclusion by Ed Reform Act of 1993, with the exception of the Executive Officers and the Director of Finance of the Bedford Public Schools, to contribute a portion of their sick leave accumulation for use by a participating member whose sick leave accumulation is exhausted through prolonged illness (disability). The Bank shall be limited to a maximum of 700 days of sick leave per school year except when regular contributions to the Bank exceed the cap.
- E-02 Membership in Sick Leave Bank
- a. Application shall be made at the initial implementation of employment. New employees are eligible for benefits at the completion of forty-five (45) days employment.
 - b. Payments are made on a workday basis.
 - c. All professional employees will initially be assessed two (2) days for the Bank. The Sick Leave Bank Committee may assess for no more than two (2) days a year if needed to keep the bank solvent. However, no professional employee working less than half-time (.5) will be assessed any days for the sick bank, as they are not eligible to utilize it. The Bank will be restocked when legitimate requests are greater than the balance in the bank.
- E-03 Sick Leave Bank Committee
- a. The Sick Leave Bank Committee shall consist of the following:
 - Unit A - One member
 - Unit B - One member
 - Director of Finance
 - School Committee - One member (non-voting)
 - b. Each member, with the exception of the Director of Finance, shall be appointed by the group the member represents.
 - c. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee through the office of the Director of Finance.
- E-04 Duties of Sick Leave Bank Committee
- a. To govern all phases of the Bank.
 - b. To hear and review one (1) appeal on all decisions.
 - c. To render a final decision after an appeal.
 - d. To review long-term cases over sixty (60) days.
 - e. To receive and file the medical statement(s) from said borrower at the end of each sixty (60) day period.
 - f. To enforce all policies of the Bank. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.
 - g. To re-examine at least once a year the by-laws of this Sick Leave Bank.

E-05 Administration of Sick Bank Benefits

- a. All personally accrued sick leave must be exhausted.
- b. Application to Bank may be made prior to expiration of sick leave, including certification by a physician, to expedite benefits.
- c. A complete year of fully paid sick leave may be granted.

Sick Leave Bank By-laws and Definitions

- E-06 Bank Member or Participating Member means one who has contributed two (2) earned sick days and remains in said category until such time as the Bank is depleted and additional assessment is requested.
- E-07 Sickness means sickness or disease commencing while the Agreement is in force as to the bank member.
- E-08 Disability means the complete inability of the bank member to perform any and every duty of his regular occupation.
- E-09 Legally Qualified Physician means a physician who has been licensed by the State of Massachusetts to practice medicine within the state.
- E-10 Basic Weekly Earnings means the bank member's weekly rate of earnings not including any remuneration for special activities and other extra compensation.
- E-11 Medical Statement means a statement from a legally qualified physician indicating that the bank member has a disability as defined.
- E-12 Upon receipt of proof that the member while a member in good standing has become disabled by injury or sickness, and requires the regular attendance of a legally qualified physician the member will receive a weekly remuneration equal to the member's basic weekly earnings during the continuance of such disability for a period not exceeding the Maximum Benefit Period stated in the Agreement except that:
 - a. No benefits will be paid until all individual sick leave accumulations are exhausted.
 - b. Benefits will be reduced or eliminated as defined under "Benefit Reduction".

Termination of Agreement

- E-13 The Agreement will terminate automatically upon the occurrence of any of the following events:
 - a. All accrued sick days in the bank have been depleted and the request for additional assessment is not authorized by the membership within five (5) days of the request.
 - b. On the date that a bank member ceases active work in the group of personnel eligible for benefits under this Agreement.

Changes in By-Laws Governing the Sick Leave Bank

- E-14 Changes must be approved by a majority of the members present at an announced meeting. All changes are subject to approval of the Bedford School Committee.

Benefit Reduction

- E-15 If the bank member is entitled to other income benefits, as defined below, or if such income benefits become payable to the bank member, the bank member's spouse, child, parent or other auxiliary for the same period of disability for which a weekly benefit is payable in accordance with the terms of this Agreement, then the amount of such weekly payments which is payable there under shall be reduced by the amounts of these other incomes.

Other income benefits, referred to above, include:

- a. Any amount payable under any Worker's Compensation Law, Occupational Disease Law, or any other legislation of similar purpose.
- b. The amount of any disability income benefits provided under any compulsory benefit act or law.
- c. Any periodic cash payable by virtue of the entitlement of the bank member, or which would have been payable if any application for the same were approved, under the Federal Social Security Act (primary and family benefits) provided that this Section 3 shall be inapplicable in any case in which due proof is submitted to the Town of Bedford that, after determination, the Bank member's application for such Social Security cash payments has been disallowed.

NOTE: If any Bank member becomes entitled to receive benefits under this Agreement the amount of the bank member's benefit will be reduced due to a change in the Federal Social Security Act so long as the Agreement is continued and remains in force.

Bank Committee Request for Examination by Bank Committee Selected Physician

- E-16 The Bank committee may at its discretion request that a participating member receiving benefits be examined by a legally qualified physician of its choosing. Should this physician be in disagreement as to total disability, a third, legally qualified physician, acceptable to both the participating member's own physician and the bank committee's selected physician, will be chosen to examine the Bank member. The physician's decision would be binding. The latter two examinations will be performed without cost to the participating member.

Recurrent Disability

- E-17 If, following a period of disability due to sickness or injury, the Bank member shall resume the Bank member's regular occupation and perform all the important duties thereof for a continuous period of three (3) months or more, any subsequent disability resulting from or contributed to by the same cause or causes shall be considered as a new period of disability and treated in accordance with the applicable provisions of the Agreement, but if said period during which the Bank member resumes the Bank member's regular occupation shall be less than three months, such subsequent disability, provided the Agreement is in force, shall be deemed a continuation of the same disability and the liability for the entire period shall be subject to the limitations applicable in the part or parts of the Agreement under which the original period of disability was covered.

Exclusions

- E-18 This Agreement does not cover:
- a. Any disability commencing during the first twelve (12) months that the insurance is in force with respect to the Bank member if the disability is caused or contributed to by, or is a consequence of, a disease or injury for which the Bank member received medical treatment, or services, or took prescribed drugs or medicines during the three (3) months' period immediately prior to the effective date of such insurance.
 - b. Any disability resulting from:
 1. War, insurrection, rebellion or participation in a riot.
 2. Intentionally self-inflicted injuries.

APPENDIX F-1

The Family and Medical Leave Act of 1993

To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for a total of at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently -- which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

“Health care provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or,
- nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

APPENDIX F-2

Chapter 149, Section 105D

Maternity Leave Rights and Benefits

A female employee who has completed the initial probationary period set by the terms of her employment, or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two weeks' notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit 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 maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employee so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

For the purposes of this section, an employer shall be defined as in subsection 5 of section one of chapter one hundred and fifty-one B. Added by St. 1972, c. 790, s. 1; St. 1984, c. 423; st. 1989, c. 318.