

**AGREEMENT BETWEEN THE
BURLINGTON SCHOOL COMMITTEE
AND THE
BURLINGTON EDUCATORS ASSOCIATION
JULY 1, 2008 TO JUNE 30, 2011**

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Article I

RECOGNITION

A. For the purpose of collective bargaining on questions of wages, hours, and conditions of employment, the Burlington School Committee recognizes the Burlington Educators Association as the exclusive representative of the following professional employees of the Burlington School System:

UNIT A

All classroom teachers, librarians, coaches, assistant audio-visual specialists, special subject teachers, department heads, team leaders, guidance counselors in the primary, middle and secondary schools.

B. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "teachers."

C. Except as specifically abridged, delegated, granted or modified by the agreement or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the School Committee prior to the effective date of said agreement are retained by the School Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration. Such rights, powers, and authority of the School Committee and/or the Superintendent include but are not limited to the right: to establish policy; to establish standards and qualifications for hiring and promotion; to determine the size of the work force; to establish job duties for new or substantially changed positions (except that changing the duties of existing positions shall be subject to bargaining to the extent required by law); to determine which text books shall be used in the schools; to prescribe curricula and rules governing student discipline; and to establish educational programs and to determine the number, age and qualifications of pupils to be served by any such program.

D. Except where otherwise provided, the term "primary" or "primary school" as used in this agreement shall refer to grades Kindergarten through five. The term "middle" or "middle school" shall refer to grades six through eight. The term "secondary" or "secondary school" shall refer to grades nine through twelve.

E. The Committee and the School Administration agree not to discriminate against teachers because of race, color, age, religion, national origin, gender, marital status, sexual preference, physical handicap, or union activity.

Article II

Grievance Procedure

- A. 1. A grievance is a claim based on an event or condition which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.
2. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. Grievances submitted after June 1 will be processed as speedily as practicable.
3. All dates from receipt of grievance through action taken shall be attested to in all correspondence.

- B. **Level One:** Within thirty (30) days of the first knowledge of the claim, a level one grievance will be filed.

A teacher or group of teachers with a grievance will first discuss it with his/her/their immediate superior and or principal, either directly or through the Association's School Representative with the objective of resolving the matter informally.

All decisions at this level shall be reported within five (5) school days in writing to the immediate superior and shall be subject to the approval of the immediate superior with copies of such decision sent to the Superintendent.

Level Two: (a) If the grievance is not settled within five (5) school days after presentation at Level One, the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") may within five (5) school days thereafter and upon written request of the aggrieved person refer it to the Superintendent of Schools in writing setting forth all facts and information in detail relating to such alleged grievance.

(b) If the grievance is not received by the Superintendent of Schools within fifteen (15) school days after the date on which the alleged grievance was considered at Level One, the grievance shall be considered waived.

Level Three: If the grievance is not settled within fifteen (15) school days from the receipt of the grievance by the Superintendent of Schools, the Chairman of the PR&R Committee, upon written request of the aggrieved party, may submit such grievance in writing to the School Committee within fifteen (15) school days. The School Committee shall hear the grievance at no later than the second regularly scheduled meeting and shall render a decision within eleven (11) school days of the meeting.

Level Four: If the grievance is not settled at Level Three and the Association determines that the grievance is meritorious and involves the interpretation, meaning or application of any provision of this agreement, it may, within twenty-five (25) school days after receipt of the School Committee decision and upon written request of the grievants, refer the matter to arbitration within the same said twenty-five (25) school days, as hereinafter provided.

- C. 1. Within the time limitations set forth in Level Four, the Burlington Educators Association may submit such grievance to the American Arbitration Association pursuant to their regulations for arbitration and decisions in accordance with the applicable rules of said American Arbitration Association.
2. The arbitrator will confer with representatives of the School Committee and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) school days from the date of the final statements and proofs submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses will be borne equally by the School Committee and the Association.

4. An arbitrator shall not have any power to alter, amend, add to, or modify the terms of the parties' collective bargaining agreement in his/her decision.

D. Each party in interest must be present except when a grievance is presented under Article II, E. and may be represented in his presentation at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or any officer of any teacher organization, other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

- E. 1. If, in the judgment of the majority of the PR&R Committee, a grievance affecting a group or class of teachers cannot be resolved below the level of the Superintendent, the PR&R Committee may submit such grievance in writing to the Superintendent and the processing of such grievance will be carried out at Level Two. (The PR&R Committee may process such a grievance through levels of the grievance procedure even though the aggrieved person does not wish to do so. The same time limits of each grievance level shall apply.)
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth herein. Each grievance submitted shall contain specific reference to the contract items on which the grievance is based.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Article III

WORKING HOURS AND WORKING LOAD

I. Work Day

A. At the high school, every teacher shall be in his/her building and available for duty fifteen (15) minutes before the opening exercises as defined by the building principal and twenty (20) minutes after the normal school closing time except as noted in Article III, (I,A1), (I,A2), (I,A3), Article III, (I,G) and Article III, (II,B1).

At the middle school, every teacher shall be in his/her building and available for duty twenty (20) minutes before the opening exercises as defined by the building principal and thirty (30) minutes after the normal school closing time except as noted in Article III, (I,A1), (I,A2) Article III, (I,G) and Article III, (II,B1).

At the primary schools, every teacher shall be in his/her building and available for duty twenty (20) minutes before the opening exercises as defined by the building principal and forty-five (45) minutes after the normal school closing time except as noted in Article III, (I,A1), (I,A2) Article III, (I,G) and Article III, (II,B1).

A common schedule, from 7:30 a.m. to 2:40 p.m., with one hour off for lunch, will be maintained for all staff on professional development days, K-12. Effective July 1, 2003, professional development days will not be held on Fridays.

1. Teachers shall be available at the school after normal school closing for parent conferences and student help. Teachers will provide department heads, upon request, what extra help has been given students.
2. At the elementary level, teachers in schools K-5 may adjust the required before and after school time provided at least a minimum of 15 minutes is scheduled prior to the opening of school and 15 minutes after the dismissal of students for a total of 65 minutes and further provided that teachers assigned to bus duty will provide necessary coverage if required beyond the fifteen (15) minutes.
3. High School faculty assigned to bus duty will stay a maximum of thirty (30) minutes after the normal dismissal time on Mondays through Thursdays.

B. Any teacher who fails, in the judgment of the principal, to meet the requirements of Section 1 shall the first time receive an oral warning from the building principal; the second time, he will have a conference with the principal. The third time, he will have a conference and the principal will submit written copies to the PR&R Committee, Superintendent of Schools and the School Committee.

C. Maximum Length of School Day for Children:

Primary K-5	6 hours - 5 minutes
Middle 6-8	6 hours - 20 minutes
Secondary 9-12	6 hours - 30 minutes

D. Special subject teachers and special project teachers shall observe the same working hours as teachers at the same level.

E. Teachers shall have a duty free lunch period equal in time to students in their building but no less than twenty (20) minutes in length.

F. Planning periods at the various levels shall be consistent with the following:

1. Primary classroom teachers shall be guaranteed two hundred and forty (240) minutes of planning time per week with one 30-minute block each day. Elementary specialists shall be guaranteed two hundred and ten (210) minutes of planning time, but every effort will be made within staffing limitations to provide two hundred and forty (240) minutes and a 30-minute block of planning time each day.
2. Middle school teachers shall have at least two hundred and sixty (260) minutes of planning per school week.
3. Secondary teachers shall have at least five (5) planning periods per school week, when possible, one (1) per day.
4. Teachers shall use their planning periods for educational purposes.
5. Planning time will be scheduled at the beginning of every school year. If planning time is to be used for demonstration lessons, teachers will be given at least two (2) weeks advanced notice and will be notified when they receive this notice of a scheduled time to make up their lost planning time. No individual teacher will be required to attend more than six (6) demonstration lessons per

year that requires said teacher to be pulled out of a classroom or out of his/her scheduled planning time.

6. In addition to planning time, the special education teachers and speech and language pathologists will be guaranteed one hundred thirty-five (135) minutes a week, which will be scheduled in three forty-five (45) minute periods a week. Special education teachers and speech and language pathologists shall use the 135 minutes to conduct special education testing and to write educational plans in compliance with the Massachusetts Department of Education Requirements. The parties also agree that elementary special education teachers would not be considered "elementary specialists" (which means they get 240 minutes of planning time in addition to above). Special education teachers also will not be required to chair special education meetings.

G. Teachers shall be permitted to leave their respective school buildings immediately following the dismissal of students at the close of the school day only on Fridays, school days immediately preceding holidays, school days that teachers are to return for evening meetings required by Article III, II B.2., and in special cases by prior arrangement with immediate superiors.

H. There shall be a twenty (20) minute recess in each primary building each day. If recess occurs in the afternoon, teachers will be entitled to a ten (10) minute coffee break in the morning.

I. Effective September 1, 1994 whenever possible no teacher shall be scheduled for lunch duty more than three (3) times per week.

J. For the 2005-2006 school year, elementary teachers are not required to remain with their students while their students are being taught in a computer lab by a computer teacher. This provision will expire at the end of the 2005-2006 school year.

II. Work Year

A. Effective July 1, 2008 the work year of teachers covered by the salary schedules set forth in Appendices B, C and D shall be no more than one hundred and eighty-seven (187) days. There shall be a maximum of one hundred and eighty-two (182) instructional days and a minimum of two (2) professional days. At least one (1) professional day will be scheduled prior to the first instructional day of school. At least one day prior to the beginning of the student school year will be used as an orientation and classroom preparation day. Effective July 1, 2010, the work year for teachers covered by the salary schedules set forth in Appendices B,C and D shall be no more than one hundred and eighty-six (186) days.

The orientation program for all teachers new to the Burlington School Department shall be one (1) full day if needed.

Effective the 2000-01 school year, the work year for teachers will begin the Monday prior to Labor Day. The school year will not end later than June 30. The current vacation practice shall remain in effect. Work days will not be scheduled on Saturday nor during the summer vacation. School year calendars, including the first and last day for teachers, and scheduled vacations, are contained within Appendix J.

B. Non-compensated teacher attendance will be required as follows:

1. Meetings or events being conducted directly following the student school day shall be no more than 60 minutes in length. Meetings will begin 15 minutes after the end of the official student

school day. These meetings shall be conducted on Wednesday for the purpose of staff development, updated training covering Civil Rights, Restraint Policy and, Sexual Harassment Policy updates, sharing best practices, and exchanging grade level strategies. Wednesday afternoon meetings shall be left to the discretion of the building principal and no more than two (2) Wednesday afternoon meetings will be scheduled per month. No homework or prep-work shall be required for these meetings and teachers will not be required to travel from school to school for these meetings. Teachers may be requested, however, to bring certain materials or student assignments to these meetings.

Effective July 1, 2010, five (5) of these Wednesday afternoon meetings will be designated in the school calendar as “Inter-School Professional Development Meetings” whereby teachers may be required to travel to another school and whereby the meetings may be up to 120 minutes in length.

2. School sponsored evening events shall not exceed four (4) such meetings in any given year, with a duration not to exceed two (2) hours. Attendance will not be for supervisory purposes only unless an effort to secure volunteers has been made. Teachers, however, shall be present upon request at School Committee meetings dealing with School Committee business.

III. Teacher's Load

A. No teacher grades 7-12 shall be required in any one semester to teach in more than two (2) discipline areas. Those responsible for schedule development will strive to hold to three (3) teaching preparations.

B. Whenever possible, in grades 7-12 the academic teacher student daily maximum load shall not exceed one hundred and thirty (130) students in his teaching periods; in grades K-6, whenever possible, a student maximum load shall not exceed one hundred and forty (140). This applies to art, music and physical education teachers, whenever possible.

C. In grades 7-12 the classroom teachers shall not be assigned more than thirty-five (35) periods per week. Instructional periods are not to exceed twenty-five (25) periods. The remaining periods are to be scheduled at the discretion of the building principals and planning periods as described under Article III, 1, F, 2. The scheduling system can be changed only after consultation with staff concerned and prior notice to staff of implementation.

IV. Teacher Responsibility

Code of Ethics of the Education Profession

Preamble

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

Principle I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

Principle II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator -

1. Shall not misrepresent an institution or organization with which he is affiliated and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

Principle III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning and programs of professional organizations.

In fulfilling his obligation to the profession, the educator -

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment to all members of the profession in the exercise of their professional rights and responsibilities.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

Principle IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in the spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator -

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.

10. Shall use time granted for the purpose for which it is intended.

Article IV

CLASS SIZE

A. The School Committee recognizes the desirability of achieving a class size for maximum development of the students in the learning process and to this end will limit class size to the following with the exceptions as noted in Section B.

- | | |
|---|----------------------|
| 1. Primary (Grades K-5) | 28 whenever possible |
| 2. Middle School (Grade 6)
Academic Subjects
(including Science Labs.) | 28 whenever possible |
| (Grades 7-8) | 26 whenever possible |
| 3. Secondary (Grades 9-12)
Academic Subjects
(including Science Labs.) | 26 whenever possible |
| Industrial Arts | 22 whenever possible |
| Physical Education
per teacher station | 30 whenever possible |
| Band and Choral Instruction
(to be determined by the
Central Administration) | |
| Study Hall | 40 per teacher |
| Any Special Grouping Under
State Funded Programs in
Accordance with State Laws. | |

In classrooms with specific learning stations (computers, shops, science labs, art studios, etc.) the number of pupils assigned shall not exceed the number of stations available, whenever possible.

All attempts will be made to equalize the distribution of students on IEP and 504 plans across as many teachers as possible.

B. In the event that it is necessary to assign a teacher to a class which exceeds the maximum size, the principal shall, upon receipt of written request by the teacher or the Burlington Educators Association, state reasons in writing to the teacher, the Burlington Educators Association and the Superintendent of Schools why the class size has been exceeded. An acceptable reason for exceeding the maximum class size may be any of the following:

1. There is no space available and no portable unit can be obtained to permit scheduling of any additional classes or class in order to reduce class size.
2. Conformity to the class size objective would result in placing additional classes on short time schedule.
3. Conformity to the class size objective would result in the organization of half classes.
4. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction or for the instruction of the gifted.
5. It is in violation of the rules and regulations of the State Department of Public Safety and/or State Department of Education and is therefore unsound.

C. The decision to assign a teacher specified under Article IV, Section B, shall be subject to the grievance procedure beginning with Level II.

- D. 1. The schedule of the cooperating teacher will be made by the principal.
2. Any substitution of other personnel for the cooperating teacher shall be with the consent of the regular teacher and principal.
 3. The personnel to be substituted must be approved by the School Committee.
 4. A cooperating teacher will be used at the grade levels where the overload occurs.
 5. A cooperating teacher will be employed when the size of a class exceeds twenty-eight (28) in grades K-4 and thirty (30) in grades 5 and 6. A cooperating teacher will be expected to assist with a minimum of three (3) classes.

Article V

SPECIAL TEACHERS

A. The determination to employ personnel for specialized programs and/or increases to the staff, shall remain the sole prerogative of the School Committee as authorized by law.

B. The Superintendent shall give due consideration to each request presented and substantiated by the Burlington Educators Association. The Superintendent will adjudicate each request on a priority basis giving due consideration to the educational need of the district and the community's ability and willingness to support additional specialized personnel. He will then submit his recommendations to the School Committee.

Article VI

TEACHER EMPLOYMENT AND RESIGNATION

A. Full credit shall be given teachers for previous teaching experience upon initial employment in Burlington provided they meet existing requirements of the Salary Schedule.

B. After September 1, 1971, all teachers entering or reentering the Burlington Public Schools will receive full credit for each full year of experience on the Salary Schedule for all full time outside teaching experience. Teachers who have not been engaged in teaching on a full time basis will upon entrance to the system be placed on the next step of the Salary Schedule above that at which they last taught provided their last year of employment included more than one hundred and twenty (120) school days of continuous employment.

1. Previously accumulated unused sick leave days will be restored to all returning teachers who had left either for military service, Peace Corps or the equivalent.

2. A teacher who has served in the system on or before January 5, will be given credit for a year's work and will advance to the next step on the salary scale for the following year.

C. No resignation will be accepted during the school year beginning September 1, to take effect prior to the end of that contract year, except for reasons of illness, pregnancy, or other justified causes as approved by the Burlington School Committee.

D. No resignations shall be submitted after August 1 to take effect prior to the end of the contract school year except as provided in C. above.

Any resignation submitted in violation of this paragraph shall result in a denial to supply recommendations and employment information to interested parties on behalf of the individual. In addition, a record shall be placed in the individual's personnel file and forwarded to any new employer stating that the individual acted in violation of a legal contract between the Burlington Educators Association and the Burlington School Committee and further acted in an unethical manner. In addition, the School Committee shall file a letter with the Massachusetts Association of School Committees noting the unethical practice.

E. Any individual who is under contract in Burlington for the next school year beginning September 1 who has applied for a position in another school system, shall notify his or her principal and the Superintendent of Schools in writing of this fact at least by May 15th. Failure to comply with this could result in denial of supplying recommendations and employment information to interested parties on behalf of the said individual.

F. When deductions are made for all other absences or for resignation, one (1) day will be considered 1/188 of the annual contract amount.

Article VII

TEACHER ASSIGNMENT

Effective September 1, 2007

A. Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practicable and under normal circumstances not later than June 15. The Superintendent may alter the schedule prior to school opening in September if conditions of employment or resignations so warrant. Notice of this change will be forwarded to the teacher in writing.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside of the scope of their teaching certifications and/or their major or minor fields of study except in cases of emergency.

C. In arranging schedules for teachers who are assigned to more than one school, the amount of interschool travel will be limited. Teachers who are assigned to more than one school in any one school day will receive the prevailing town mileage rate for all interschool driving done by them. The method of recording such mileage will be at the sole discretion of the school business administrator. Such teachers will be notified of their designated schedule by June 15, to the extent possible.

D. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age or sexual preference.

Article VIII

TRANSFERS/VACANCIES/REASSIGNMENTS

Effective September 1, 2007:

A. Assignments and reassignments refer to within a school building whereas typically transfers are systemic and between school buildings. In both cases, these can be involuntary provided that they are not done for arbitrary, punitive or capricious reasons and could be subject to the grievance procedure in Article II.

B. Teachers desiring a transfer will submit a written request to the Superintendent of schools stating the assignment preferred with a copy to the principal of the school to which the transfer is being requested. Such requests must be submitted between September 1 and May 1 of each school year to be considered for the next school year. Requests must be renewed each year.

C. When a reduction in the number of teachers in a school is necessary, qualified volunteers will be considered first to transfer to another position within the school district.

D. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. The transfer will be subject to the grievance procedure up to and through Level Four. Involuntary transfers shall not be made for arbitrary, punitive or capricious reasons.

E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than May 15.

F. Prior to determining grade assignments/reassignments for the following year (typically each spring), principals should do an 'all call' (via email, a posting in the faculty room and/or an agenda item at a faculty meeting) seeking any teachers interested in changing assignments. After seeking volunteers, principals may assign and reassign staff without posting the position when there are not any new positions (no net change in FTE's) assigned to the individual school (e.g. there are the same number of classes, but a change in distribution of assignments anticipate, such as a new 4th grade and one fewer 3rd grade class) and when the staff are qualified, including meeting certification requirements (e.g., need K certification in order to be assigned to grade Kindergarten).

G. Permanent positions vacated by resignation or retirements OR newly created positions, will be posted district-wide whenever a 'vacancy' occurs and this internal district-wide posting will occur at least 48 hours in advance of any external postings. Internal teacher applicants will be at least granted an interview in most cases unless the number of internal applicants is so great that interviewing all internal applicants would be impractical. Postings for positions will close no sooner than seven school days following the internal posting. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth.

H. Permanent vacancies through April 30th will be posted and filled as a teacher on the teacher pay scale unless the BEA and Superintendent agree that the position should be posted as an interim teaching vacancy, which although a temporary position, will also be paid on the teacher's pay scale.

I. Any temporary vacancy resulting from a paid or unpaid leave for less than a full school year, OR a permanent position vacated after April 30th of a given school year will be filled by a substitute for the duration of the school year. Once a substitute teacher has been assigned to fill a particular vacancy for 110 consecutive school days within a given school year, he/she will be compensated at Bachelors, Step 1 of the BEA salary scale until the teacher of record returns or the school year ends, whichever is sooner. Permanent substitutes will not be removed from their role solely for the school system's financial interest to not pay a differential or for other arbitrary reasons.

J. When a teacher requests and is approved for an entire academic year of unpaid leave of absence, this position will be considered a temporary vacancy for the entire following school year. Full year interim vacancies will be posted and the replacement teacher will be paid on the teachers' pay scale. When a teacher is granted a paid leave of absence prior to March 1st. for the entire next school year, the opening will be posted as temporary vacancy and paid on the teachers' pay scale.

K. The President of the BEA will be notified, in writing, of any paid or unpaid leave of absence greater than eight (8) weeks. A copy of the posting for all permanent and temporary vacancies will be sent to the BEA President.

L. All possible vacancies (as a result of resignations, retirements or newly created positions) across the school district shall be posted district-wide before principals make placement decisions not covered by Section F for the following school year so as to allow teachers to first apply for all vacancies.

M. Teaching vacancies occurring during the school year may not necessarily be filled by a teacher who is currently serving in the Burlington Public Schools where in the judgment of the Superintendent, such transfer would disrupt the educational program of the students. Department head vacancies, specialists vacancies and vacancies involving changes in subject matter are not covered by this paragraph.

N. Any work required above and beyond that of the contract shall be posted within the building. Said statement shall set forth the scope of duties, the rate of compensation and/or any other benefits that accompany said position. The assignments shall be made by the Building Principal or the appropriate school administrator.

Article IX

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Teachers will be shown a copy of any evaluation report prepared by the evaluation supervisor and will have the right to discuss such report with their supervisor. Teachers will acknowledge having seen the report by affixing their signature to the evaluation report.

B. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review and must have either the Superintendent or designee in attendance.

C. In the case of any complaints regarding a professional staff member made to any official of the School Department, the complainant shall be referred to the staff member's immediate superior. That staff member shall be notified of the complaint. No teacher will be reprimanded because of a complaint from a parent, student or any other person outside the administration without the right to present his/her case or viewpoint. Nothing shall be inserted into a staff member's personnel file regarding a complaint until after the teacher is allowed to provide his or her viewpoint and the letter is discussed with the teacher at a meeting between the teacher, (who may be accompanied by an Association representative) and his or her supervisor.

D. All formal evaluations of teachers shall be performed in accordance with the procedures and instrument contained in Appendix I attached hereto and part hereof.

Article X

POSITIONS - SUMMER SCHOOL - EVENING SCHOOL - FEDERAL PROGRAMS

A. Openings in Summer School, Evening School and Federal Programs will be publicized as soon as possible. Teachers will be notified of tentative appointments as soon as possible.

B. Positions in the Burlington Summer School and Evening School and positions under federal programs will be filled by regularly appointed teachers in the Burlington School System to the extent possible.

C. In filling such positions, considerations will be given to the teacher's area of competence, major and or minor field of study, number and type of advanced degrees held, quality of teaching performance, length of service in the Burlington School System, and in regard to Summer School or the Evening School positions, previous Burlington Summer School or Evening School teaching experience.

D. No person shall be assigned to an area where specialized equipment is to be used or is present except that such person shall, in the opinion of the Director with approval of the Superintendent, be competent to operate the special equipment.

E. This article shall not be construed as a guarantee that any or all of these programs shall exist in the school system.

Article XI

SCHOOL FACILITIES

A. All custodial fees incurred in paragraphs C and E below will be paid by the Burlington Educators Association. Building use shall be approved by the Business Administrator in keeping with existing policies and regulations governing use of school facilities.

B. The Association shall have the opportunity to announce but not discuss building membership meetings and matters under consideration at regularly scheduled faculty meetings.

C. The Association shall have permission to use school facilities when not otherwise used.

D. The Association shall have access to teachers at their place of assignment when such access will not interfere with assigned duties of the teachers and when such matters cannot reasonably be conducted after school hours.

E. The Association will have the right to use the athletic facilities and equipment at the High School one evening per week. The schedule and other related matters will be arranged in advance with the Business Administrator.

F. There will be one bulletin board in each school building for the purpose of displaying notices, circulars and other Association material. Copies of all such material will be given the building principal, but his advance approval will not be required.

G. Teachers shall have access to the private use of a school phone.

H. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other organization.

Article XII

LEAVES

The current leave language from the previous contract, July 1, 2002-June 30, 2005, will remain in force until June 30, 2006.

A. Effective July 1, 2006, all classroom teachers shall be credited as of the first official day of each school year with fifteen (15) paid sick leave days which may be applied to sick leave as follows:

1. Sick leave not used in any year may be accumulated. Teachers shall receive a written accounting of their accumulated sick days by September 30th of each year.
2. Leave shall be granted for sickness by the Superintendent of Schools to all classroom teachers only under the following conditions:
 - a. When incapacitated for the performance of duties by sickness or injury.
 - b. When through exposure to contagious disease the presence of the classroom teacher would jeopardize the health of others.
 - c. In the case of serious illness of spouse, child, parent of either spouse of individuals subject to the rules, or a person living in the immediate household of individuals subject to these rules, may be granted sick leave with pay not to exceed five (5) working days within each school year or contract year.
3.
 - a. Notification of absence under 2c above shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay.
 - b. For any period of absence on account of sickness, the Superintendent of Schools may require, for purpose of additional evidence, a physician's certification for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after request date thereof, such absence may, at the discretion of the Superintendent of Schools, be applied to absence without pay.
4.
 - a. A teacher who is pregnant may remain in her position until the termination of her pregnancy provided that at the end of the fifth month of pregnancy, she provides an appropriate medical certificate of her fitness to continue in her position. In subsequent months, a teacher may be asked for further medical certification. Except in cases of emergency, the teacher shall notify the Superintendent at least one (1) month in advance of the expected date of the commencement of maternity leave of absence.
 - b. Teachers shall be granted maternity leave of absence up to two (2) years without pay following the effective date of leave. Teachers shall return from such leave at the beginning of school in a September within the two-year maternity leave period, and notification of intent to return must be filed with the Superintendent of Schools no later than March 1, prior to the opening of school the following September. Said teacher shall retain all rights and privileges as stated under Article XIII.

5. Teachers returning from all unpaid leaves shall be guaranteed a position for which they are qualified but not necessarily the position that they left prior to the onset of the leave. Teachers returning from the leave are subject to provisions of Article XXVII.

B. Effective July 1, 2006, all Classroom teachers shall be credited as of the first official day of each school year with three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school. Applications for personal leave will be made at least three (3) days before taking such leave (except in the case of emergency where the reason may be requested by the Superintendent) and the applicant will not be required to state the reason for taking such leave other than that he is taking it under this Article. However, this leave cannot be used the first or last day of the school year or the day preceding or following a holiday without a reason and permission from the Superintendent.

1. At the end of each school year, any of the three paid personal leave days described in Section B of this Article, which were not utilized during that respective school year will be converted into sick leave days, and credited to the classroom teacher as described in Section A of this Article.
2. The Superintendent reserves the right to limit the number of persons on this leave to not more than five percent (5%) of the total staff per school day.

II. Sick Leave Bank

A. Upon the effective date of this agreement a voluntary sick leave bank shall be established for eligible members covered by this agreement who

1. have a serious illness, and
2. have exhausted their own accumulated sick leave.

B. At the beginning of each school year each eligible member of the professional staff covered by this agreement shall contribute one (1) day of his/her annual allotment of sick leave in order to fund the bank. Eligible members of the professional staff covered by this agreement who decide not to participate in the sick leave bank shall notify the Business Office by September 30th. Such notification shall be in writing. Unused sick bank days shall be carried forward from school year to school year.

C. The sick leave bank shall be administered by a sick leave bank committee consisting of four members, two designated by the Association and two by the School Committee. The function of the sick leave bank committee shall include the determination of eligibility for use of the bank and the amount of leave to be granted. All decisions will be made by the committee as a whole. Once the committee has voted, the applicant and the payroll department shall be notified in writing of the outcome within three working days. Eligibility and amount shall be governed by the following criteria:

1. adequate medical evidence of serious illness
2. prior utilization of all eligible sick leave
3. length of service in the Burlington Public Schools system.

D. The initial grant of sick leave by the committee shall not exceed thirty (30) days. Request for a grant from the sick leave bank shall be made in writing to the Superintendent of Schools and the President of

the Burlington Educators Association. The committee will convene within ten (10) working days upon receipt of a sick leave bank request.

E. Upon completion of the thirty (30) day period, the entitlement may be extended by the committee upon demonstration of need by the applicant.

F. All documents, communications and records dealing with the processing of a sick leave bank request will be filed separately from the personnel files of the applicants. All correspondence will be marked confidential.

G. If the sick leave bank is exhausted it shall be replenished by an automatic contribution of one (1) additional day from each member of the professional staff covered by this agreement.

H. The decisions of the Sick Leave Bank Committee under this Article shall not be subject to the parties' grievance and arbitration procedure.

III. Administrative Leave

Administrative leave will be granted in addition to other paid leave days for the following reasons:

1. Time necessary for duly authorized Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions.
2. Time necessary for appearances in any legal proceeding connected with the teacher's employment and for any legal proceeding for which a teacher receives a subpoena to appear up to a maximum of two (2) days per school year. Additional days will be at the Superintendent's discretion.
3. Leave of absence with pay will be granted in the event of the death of a spouse, child, parent, grandparent of either spouse, brother or sister of individuals subject to these rules, a person living in the immediate household of an individual subject to these rules for a period not exceeding four (4) consecutive days. In addition, a leave of absence with pay not exceeding four (4) consecutive days will be granted to a primary care giver in the event of the death of a person who is under his/her care.
4. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves and 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 they receive from the State or Federal Government. Military pay must be verified.
5. Two (2) days leave of absence with pay will be granted for Jewish High Holidays and one (1) day for Orthodox Good Friday where applicable.
6. One (1) day for purpose of visiting other schools or attending meetings or conferences of an educational nature.
7. Leave taken pursuant to Section III 1-6 above will be in addition to any sick leave to which the teacher is entitled.

IV. Jury Duty

Teachers shall not suffer any loss of pay if required to perform jury duty.

Article XIII

SABBATICAL LEAVE OF ABSENCE FOR PROFESSIONAL STUDY OR PROFESSIONAL RESEARCH

A. Eligibility - Any permanent full time member of the professional staff who has been in the Burlington Public Schools for seven (7) or more years either as a teacher, administrator or a combination of both, may, upon the approval of the Superintendent and the school principal request of the School Committee a sabbatical leave of absence for a period not to exceed one (1) school year. A professional leave of absence for a period of less than one (1) year will also be given consideration. One percent (1%) of the professional staff may be given such leave in any one year. Sabbatical leave of absence will be granted to members of the professional staff with less than seven (7) years in Burlington when it is the opinion of the administration that a great benefit to the school system could be realized. Eligibility may be re-established for a second leave following the serving of a second seven (7) year period of service.

B. Application and Selection - Application for sabbatical leave of absence should, whenever possible, be filed with the Superintendent of Schools not later than December 1 of the year prior to the one in which the leave is requested. In the event that the number of applicants exceeds one percent (1%) of the staff, the following factors will be taken into account in determining priority:

1. Educational value of the proposed study to the Burlington Public Schools.
2. Seniority and service.
3. Distribution of the available leaves to the various teaching and administrative areas.

With his/her application for leave, the staff member must, in the case of professional study leave, submit a proposed plan of study, a statement of professional purpose and the expected value of such study to the school system.

C. Teachers on sabbatical leave will be paid at three-fourths (3/4) of their regular salary rate provided that if there is a program grant which when added to three-fourths salary exceeds the regular salary, then in that event the teacher will receive that percentage of salary which when added to the grant total, totals twenty-five percent (25%) in excess of his regular salary.

D. Service Required After Expiration of Leave - A staff member who has been granted a sabbatical leave of absence shall file with the Superintendent a written agreement stipulating that he will remain in the employ of the Burlington Public Schools for a period equal to twice the length of said leave, unless released of his/her commitment by the School Committee, and that in default of this agreement, he/she will refund to the Town of Burlington an amount equal to such proportion of salary received by him while on leave, as the amount of service not actually rendered. Following a sabbatical, the staff members shall file a report as the Superintendent of Schools or the School Committee may require.

E. Rights of Staff Members on Sabbatical Leave of Absence - Staff members who have been granted a sabbatical leave of absence shall retain those salary rights, tenure rights and seniority rights which would otherwise be theirs if they were actively employed in the system during that period.

Article XIV

TUITION WAIVER

Teachers who are not residents of Burlington shall have the opportunity to send their children to the Burlington Public Schools at no cost. Teachers shall bear all expenses incurred in excess of the per pupil cost for their children. As many children as possible will be accepted under the following provisions. Requests will be honored based upon the seniority of the teacher. Only one student will be accepted per family until all requests are honored and availability still exists. Enrollments shall be for one year's duration and can be renewed. Children accepted in the previous school year will be given priority to continue. Children accepted under this Article will be assigned where they will have the least impact on class size as stated in Article IV. The School Committee maintains the right to preclude specific grades in specific schools from consideration based upon projected student population growth.

Article XV

SUBSTITUTE TEACHERS

- A. The present system regarding substitute teachers will remain in effect.
- B. Whenever possible, regular permanent teachers will not lose any planning periods because of Section A.

Article XVI

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- A. The School Committee will pay the cost of in-service courses sponsored by the School Committee.
- B. The School Committee will pay the reasonable expenses including fees, meals, lodging and/or transportation incurred by teachers who attend School Committee approved workshops, seminars, conferences or other professional improvement sessions. The Superintendent will place all convention and conference information received at the Central Office in the school mail boxes not later than 24 hours after it has been received.
- C. The working arrangement of the present Academic Review Board will remain in effect, and also determine the appropriateness of the items listed in Clause A and B with regard to lateral and vertical changes on the Basic Salary Schedule. Effective the 2003-2004 school year, no more than 15 in-service credits approved by the Academic Review Board shall be applicable to the salary scale after a Master's Degree is earned. Once a teacher has earned his/her Masters degree, they can apply up to, but no more than, fifteen (15) additional in-service credits which are approved by the Academic Review Board to the salary schedule for purposes of movement on the salary schedule.

D. An academic review board of teachers, administrators and School Committee members will be formed in order to review and rule on requests by professional staff members for accreditation of work and projects done outside regular academic institutions and in in-service educational programs. The Academic Review Board shall review sabbatical leave of absence projects and make recommendations to the Superintendent of Schools concerning same under provisions of Article XIII of this contract.

The composition of said Academic Review Board shall be:

- | | |
|---|--------------------------------------|
| 4 Classroom Teachers | To be selected by the PR&R Committee |
| 1 Administrator | To be selected by the Superintendent |
| 2 School Committee members | |
| 1 Superintendent of Schools or designee | |

The decision of this Academic Review Board shall be final and not subject to appeal to the PR&R Committee.

The Academic Review Board will meet during September and elect a Chairman who will be responsible for calling all other meetings.

- E. Effective the 2002-2003 school year, the parties agree to form a committee of teachers and administrators that will meet at least once per month to discuss professional development and curriculum issues. Three members of the committee will be appointed by the Association.
- F. Effective the 2006-2007 school year, the School Committee agrees to establish a tuition reimbursement fund of not less than \$15,000 for the purpose of reimbursement to teachers for the cost of college course tuition. The fund shall be renewed from school year to school year. Applicants for course approval must be submitted to the Superintendent by October 15, February 15, or May 15 depending on the semester, who has the sole discretion to approve or deny the requested course. Teachers shall be reimbursed \$500 per college course. No teacher shall receive a second course reimbursement during the same school year until every teacher has had the opportunity to submit the reimbursement for their first course reimbursement. The decision of the Superintendent shall be final and shall not be subject to the parties' grievance and arbitration procedure. Effective July 1, 2007, this fund will be increased to \$20,000. And Effective July 1, 2009, this fund will be increased to \$30,000.

Article XVII

PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
- B. This report will be forwarded to the School Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the School Committee will furnish legal counsel to defend him in such proceeding as provided under Chapter 100C of the General Laws of the Commonwealth of Massachusetts.
- D. Teachers may receive benefits under the Workmen's Compensation Law only if he "receives a personal injury arising out of and in the course of his employment." If an employee sustains injuries unconnected with his work, he receives no benefits - Chapter 152, Section 26.
- E. The teacher receives weekly benefits only if the personal injury results in a disability which incapacitates him/her from performing his/her full work.
- F. No compensation is paid for any injury which does not incapacitate the teacher from earning full wages for a period of at least five (5) days. However, if the incapacity extends for a period of six (6) days or more, compensation is paid from the date of injury - Chapter 152, Section 29, as amended by Chapter 578 of the Acts of 1966.
- G. He/she may receive sick leave payments to the extent that his/her weekly sick leave payments, when added to his/her Workmen's Compensation benefits, do not exceed his/her full weekly salary or wages - Chapter 152, Section 69. Such sick leave shall be charged to accumulated sick leave. Once accumulated sick leave is exhausted, the employee will receive only Workmen's Compensation payments.

Article XVIII

INSURANCE AND ANNUITY PLAN

- A. The School Committee agrees to offer the following types of insurance coverage:
1. A \$5,000 term life insurance plan of the type presently available to teachers.
 2. Individual or family coverage, whichever applies in the particular case, (for Blue Cross Blue Shield or it's equivalent) the same plans as being offered to other Town employees. The parties agree to amend the employer/employee contribution rate for HMO health insurance premiums for that the employee's share will be 30%, and the employer's share will be 70% effective January 1, 2009.
 3. Any other insurance plans which the Town may provide for teachers and/or retired teachers.

4. Effective January 1, 2009, the School Committee through the Town agrees to offer a Flexible Benefits Plan in accordance with all applicable Federal and Massachusetts Laws and Regulations. All administrative costs will be paid by the Town.
5. The School Committee as the bargaining agent for the Town regarding health insurance issues agrees that all changes to plan design (including co-payment amounts), premium splits and/or insurance carriers regarding health insurance will be bargained in accordance with the provisions of Massachusetts General Law c. 150E.

B. Teachers will be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

C. Effective July 1, 2007, establish 403B plan – school will match contributions up to \$200 per teacher.

Article XIX

TEXTBOOKS

- A. The School Committee guarantees that it will provide sufficient textbooks or their equivalent instructional materials to provide for each child in the classrooms.
- B. Each teacher is required to distribute without delay and at the appropriate time the above mentioned materials that are to be provided by the School Committee.
- C. The School Committee encourages all members of Unit A to recommend textbooks and to use all communication channels presently in operation.

Article XX

DUES DEDUCTION

A. The School Committee agrees to permit deductions from the salaries of its employee's dues for the Burlington Educators Association, Massachusetts Teachers Association and the National Education Association, as said teachers individually and voluntarily authorize the School Committee to deduct, and to transmit the monies promptly to such association or associations. Teacher authorizations will be in writing in the form agreed to by the Burlington Educators Association and the Town Treasurer.

Payroll Deduction Authorization

I hereby authorize the Burlington School Committee to deduct my professional dues annually until further notice. The amount of such dues shall be certified by the Association Treasurer prior to October 1, of each school year.

The deductions shall as far as possible be made in equal payments during the school year.

All dues shall be remitted to the Treasurer of the Burlington Educators Association who shall be bonded. I agree that at least sixty (60) day's notice, in writing, shall be given to the Burlington School Committee to withdraw this authorization.

B. The Burlington Educators Association will certify to the School Committee in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the School Committee thirty (30) days written notice prior to the effective date of such change.

C. Teachers will be eligible to participate in Massachusetts Teachers Association Credit Plan and/or Town of Burlington Credit Plan.

D. Effective September 1, 1981, as a condition of his/her continued employment, every teacher, if and when not a member in good standing of the Burlington Educators Association, shall pay or by payroll deduction have paid to the Association an agency fee of an amount equal to its full dues (subject to rebates as provided by the rules and regulations of the Massachusetts Labor Relations Commission). However, in no case shall such conditions arise before the thirtieth (30th) day following the date of the teacher's employment or the effective date of this agreement, whichever date shall be later.

E. Teachers may authorize the School Committee to deduct from their salary a contribution to Voice of Teachers for Education (VOTE - Political Action Committee) in an amount which the teacher shall specify in writing.

Article XXI

PAYMENT OF WAGES

A. Teachers shall have the option of twenty-two (22) or twenty-six (26) pay periods. The first pay day shall be no later than the second Thursday after teachers return to work. In the event that teachers will have completed their work year prior to the Thursday when the twenty-second payment is to be paid, then that payment will be paid on the last work day.

B. When a payday falls on a holiday, teachers will be paid on the previous day.

C. Arrangements will be made for the direct deposit of checks to the bank of the teacher's choice.

Article XXII

PREPARATION OF CONTRACT

The School Committee will assume responsibility for reproducing this agreement with the understanding that the Committee will supply the BEA with five hundred (500) copies.

Article XXIII

CONTINUING COMMUNICATION

- A. A free exchange of ideas between teachers and School Committee members would be of significant value in improving the quality of education in the Burlington schools.
- B. Meetings shall be held three (3) times yearly; once in October, once in December and once in March between representatives of the Burlington Educators Association and representatives of the Burlington School Committee. Additional meetings may be held by mutual consent in order to facilitate ongoing dialogue.
- C. One week prior to each of these meetings, the Burlington Educators Association and the Burlington School Committee will exchange a list of items of interest for discussion at that particular meeting. This agenda will in no way limit topics for discussion because the purpose of these meetings is to stimulate free continuous dialogue for our mutual benefit.
- D. It is agreed that the provisions of this Article will in no way be construed as broadening the scope of other sections of this agreement, nor will any matter become a grievance which would not be a grievance in the absence of these provisions. Formal grievances in process are not to be discussed at these meetings. No binding agreements are to be made at these meetings.

Article XXIV

TEACHER RIGHTS

- A. There will be no reprisals, discrimination, coercion or other such action against any person by reason of his/her membership or his/her participation in activities of the Association or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any conditions or terms of employment.
- B. No teacher shall be discharged, suspended, formally reprimanded, or reduced in rank or compensation without just cause. This provision is not intended to restrict the Committee's sole right to determine to reappoint or not to reappoint a nontenured teacher for the following school year; and such decision to not appoint a nontenured teacher will not be subject to the grievance and arbitration provisions of this agreement.

Article XXV

CHAPTER 766

- A. Every effort will be made to provide coverage for teachers participating in core evaluations during regular school hours by personnel other than teachers scheduled for other duties.
- B. Anyone who is to participate in a core evaluation will be asked whether he/she is available on that date/time at least five (5) school days in advance of the anticipated scheduling of the meeting whenever possible. Every effort will be made to schedule a core and core-related meetings at a convenient time for all participants.

Article XXVI

TEACHER RECOGNITION

All teachers who contribute to a published curriculum will be recognized.

Article XXVII

LAYOFF AND RECALL

A. Should the Committee determine that it is necessary to reduce the number of teachers for whatever reason, then the following definitions and procedures shall apply:

B: Definitions

1. Seniority: As used in this article, seniority shall mean the length of continuous professional service in the Burlington Public Schools measured from the first day for which compensation was received including time spent on paid or unpaid leave of absence and time spent on layoff during the recall period. The term "continuous professional service in the Burlington Public Schools measured from the first day for which compensation was received" is agreed by the parties to include only service under an individual teacher's contract until a teacher serves as a tenured teacher. Members of Unit A who are promoted or moved to Unit D positions shall have the seniority rights equivalent to the length of continuous professional service in Unit A and Unit D.

2. Qualified: As used in this article, a teacher shall be described as qualified for a position in an area if that teacher is certified in that area and either:

- a. has been paid as a teacher in that area in the previous five years, or
- b. has successfully completed or will have successfully completed at least two 3-credit courses in that area in the two years preceding or one year following the commencement of the new assignment. Failure to complete the courses will result in termination.

Note: Any teacher who is notified prior to December 1 of any school year that he/she may be subject to a reassignment for the next year which will require the meeting of the course requirement of this section shall be required to fulfill this requirement prior to the commencement of the new assignment subject to the following:

- i) The courses to be taken shall be subject to prior approval of the Superintendent. Such approval shall not be unreasonably withheld.
- ii) The Committee shall reimburse the teacher for up to \$150 per credit for each such course.
- iii) Teachers who are unable to complete this requirement because of extended physical disability shall be exempted from this requirement.

- c. For the term of this agreement, a teacher who qualifies to teach in more than one area as defined in Section B. shall notify the Superintendent's Office, following the posting of a systemwide seniority list and prior to any designation of teachers for layoff, of that area (one other) for which he wishes to exercise his seniority and tenure rights in addition to his current professional assignment.

C. Order and Procedures for Layoff

1. No tenured teacher shall be laid off if there is a nontenured teacher occupying a position which the tenured teacher is qualified to fill.
2. Any layoffs shall be effective on the first day of a school year unless unusual financial circumstances not anticipated prior to September 1 occur. In any layoff caused by unusual financial circumstances after September 1, the election of an alternate area by the teachers so affected shall be permitted as governed by Sections A. and B.
3. Within two (2) weeks after Town Meeting approval of School Committee budget, but in no event later than June 15 of the year prior to the layoff of any teacher, the Superintendent shall determine those areas in which there is likely to be a layoff and shall designate by the reverse order of seniority which teachers in each area are initially designated for layoff. Each of these teachers shall be notified in writing and simultaneously the Association shall be notified.

Area of Layoff	Pool to be Considered
Special K-12	All assigned in special category
Classroom K-6	All assigned K-6 and elementary certified teachers in grades 7 and 8
Classroom 7 and 8	All teachers in subject areas 7 and 8
Classroom 9-12	All teachers in subject areas 9-12 and secondary certified in subject area in grades 7 and 8

Note:

- a. Elementary certified teachers in grades 7 and 8 do not need teaching or courses to "bump" into K-6.
- b. Secondary certified teachers in grades 7 and 8 do not need teaching or courses to "bump" into 9-12.
- c. Elementary certified teachers in grades K-6 do not need teaching or courses to "bump" into 7 and 8.
- d. Secondary certified teachers in grades 9-12 in subject do not need teaching or course work to "bump" into subject 7 and 8.
- e. 7 and 8 grade teachers certified in both elementary and secondary in the subject they are teaching must pick their "primary" certification as one or the other.

4. If any of the teachers designated in the preceding section (C.3) is/are suitable for assignment to another area, then the teacher(s) shall be reviewed with all the teachers in the other area(s). If a designated teacher has greater seniority than any teacher in the other area, then the initial designation for layoff shall be rescinded and the teacher with the least seniority in that area shall, if necessary, be designated for layoff. This newly designated teacher shall, if suitable for assignment in another area, be reviewed as above.
 - a. Definition of Area:
 1. Subject Areas 7-12

a. English	e. Business
b. Social Studies	f. Industrial Arts
c. Science	g. Language
d. Math	h. Home Economics
 2. Special K-12

a. Art	e. Pupil Services
b. Music	f. Reading
c. Physical Ed.	g. Media
d. Speech	h. Special Needs
 3. Elementary K-6
5. Within fifteen (15) calendar days of the initial layoff designation in the year prior to the layoff, the Superintendent shall compile a final layoff list. Each teacher designated to be laid off and the Association shall be notified promptly and no later than fifteen (15) days after the initial layoff designation.
6. If, before the opening of school in September, any vacancy occurs for which a designated teacher is qualified, then the designated teacher shall be assigned to that position. If more than one designated teacher is so qualified, then the senior most teacher shall be assigned to the position.
7. Special Provision for Exceptions - Subject to the following, the Superintendent may exempt certain tenured teachers from being laid off or "bumped":
 - a. For the duration of this provision, there shall be no more than a total of eight (8) instances of exemption. The same teacher exempted in two (2) or three (3) different years shall count as two (2) or three (3) exemptions respectively. Note: One exemption equals one position per contract year.
 - b. In any school year, there shall be no more than one (1) exemption in an area of fewer than eight (8) positions and no more than two (2) exemptions in an area of eight or more positions. Area shall mean those areas as listed in subsection 4.a. of this section.
 - c. Any exemptions designated by the Superintendent shall be based only upon unique expertise in meeting the existing curriculum needs in that area and/or performance. (The exemption decision shall not be based upon inferior performance.) Performance shall be determined from the written teacher evaluations performed pursuant to Appendix H. and recorded on the Teacher Evaluation Instrument, exclusive of Section IV.5. thereof, from the 1980-81 school year and thereafter.
 - d. The Superintendent's decision to exempt a teacher shall be overturned only if it is determined to be arbitrary or capricious. Any dispute will be immediately submitted to expedited arbitration in accordance with the rules of the American Arbitration Association.

- e. If the Superintendent is to designate any teacher(s) as exempt during any school year, such designation must occur prior to any designation for layoff and any bumping resulting there from and the Association so notified.

D. Recall

1. Any teacher who has been laid off shall for twenty-six (26) months thereafter have a right to any position in the unit which becomes available and for which he/she is qualified.
2. Recall rights shall be in the reverse of the order of layoff, and as to teachers laid off at the same time, the order shall be the reverse of the order of seniority.
3. Recall notices shall be sent by certified or registered mail simultaneously to the Association and the laid off teacher at his/her last known address. If a teacher refuses recall to a suitable position, then that teacher shall not be subject to any further recall. Failure of a teacher to respond to a recall notice within two (2) weeks of receipt of the notice shall be construed as a refusal of recall.

E. Dispute Resolution

Notwithstanding any provisions of this agreement to the contrary, disputes concerning the application, meaning or interpretation of this article may be initiated at Level Three of the grievance procedure.

F. Ties in Seniority

If a tie in seniority exists anywhere in the bargaining unit, the tie shall be resolved by lottery.

Article XXVIII

GENERAL

In the event that any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in effect.

Article XXIX
DURATION

The provisions of this agreement and its appendices will be effective as of July 1, 2008 through June 30, 2011. The salary schedule for Summer School and Driver Education will be effective July 1, 2005 and will continue and remain in full force and effect as stipulated below:

A. This agreement will continue and remain in full force and effect until July 1, 2011.

B. No later than October 1, 2010, the parties will enter into negotiations for a successor agreement. The agreements reached as a result of such negotiations shall be reduced to writing and signed by the parties and become effective at the beginning of the 2011 school year.

In witness whereof the parties hereunto set their hands and seals
this 18th day June 2008.

For the School Committee:

Michael DeSimone, Chairman
Stephen A. Nelson, Vice Chairman
Christine M. Monaco
Thomas F. Murphy
John L. Vanella

For the Association:

Ann M. Marciano, President

APPENDICES

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APPENDIX A

Explanation to Salary Schedule

Proof of any earned credit must be submitted on or before September 1 of the year to which it applies. Also, in-service training courses, provided by the School Department for professional updating shall be credited for movement between periods and for horizontal movement in accordance with this Appendix. In-service education courses provided by the School Department shall be assigned credit by the Academic Review Board prior to the initiation of the course.

Once a teacher has earned his/her Masters degree, they can apply up to, but no more than, fifteen (15) additional in-service credits which are approved by the Academic Review Board to the salary schedule for purposes of movement on the salary schedule.

For the 1999-00 school year only, at each of the first six steps on the teacher's salary schedule one notes a 5% increase. There is an increase to 6% on each step thereafter.

The School Committee reserves the right to withhold an increment for unsatisfactory service or to grant an additional increment for teacher proficiency.

Study to be pursued must be approved by the Superintendent of Schools. Courses must be in or closely allied to the teacher's professional advancement.

All previous experience will be recognized in determining the salary of a candidate appointed to the system provided it meets the Burlington Salary Schedule stipulation.

In order to deviate from the published salary schedule when the position available requires the combination of educational training coupled with practical experience in a specialized area, there shall be agreement between the BEA negotiating team and the School Committee.

Continuing Education

Effective September 1, 1991, all teachers on the B+15 column shall be required to take three (3) credits every three (3) years. The School Committee agrees to provide additional in-service courses. Preference for in-service courses shall be given to those on the B+15 column.

The Academic Review Board will assign credit for courses, in-service courses, curriculum work, etc. Any in-service credits over six (6) to be applied to horizontal movement must be taken after July 1, 1990. Approval can be prospective or retrospective.

No more than six (6) credits earned beyond the M+45 as of July 1, 1990 can be used to reach the M+60.

Longevity

Effective July 1, 2005 a longevity stipend of \$1,750 shall be paid to each teacher each year who has completed twenty (20) years of service in Burlington. Upon the completion of thirty (30) years of service in Burlington, a longevity payment of \$2,500 shall be paid to each teacher each year. These payments will be made on a prorated basis throughout the school year.

Effective July 1, 2006 a longevity stipend of \$2,000 shall be paid to each teacher each year who has completed twenty (20) years of service in Burlington. Upon the completion of thirty (30) years of service in Burlington, a longevity payment of \$2,500 shall be paid to each teacher each year. These payments will be made on a prorated basis throughout the school year.

Effective July 1, 2010 a longevity stipend of \$500 shall be paid to each teacher each year who has completed fifteen (15) years of service in Burlington. Upon the completion of twenty (20) years of service in Burlington, a longevity payment of \$2,200 shall be paid to each teacher each year, and upon the completion of thirty (30) years of service in Burlington, a longevity payment of \$2,750 shall be paid to each teacher each year. These payments will be made on a prorated basis throughout the school year.

**Attendance Incentive Program
Effective 2000-01 School Year**

Teachers who use five (5) or less sick days in a school year may choose to participate in the Attendance Incentive Program at the rate of \$100 per unused sick leave day for up to five (5) days per school year.

<u>Number of Leave Days Utilized</u>	<u>Incentive Days</u>	<u>Eligibility Incentive Amount</u>
0	5	\$500
1	4	400
2	3	300
3	2	200
4	1	100

Incentive days will be deducted from the teachers' accumulated sick leave days when the incentive amount is paid. Teachers will notify the School Department of their intent to participate by September 1 of each school year. Teachers will receive their incentive payments two weeks after the completion of the respective school year.

2008-09 Basic Unit A Salary Schedule

2008 - 2009

3%

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	43,632	45,552	48,241	50,162	52,084	54,004	55,157	55,926
2	45,552	47,472	50,162	52,084	54,004	55,926	57,078	57,845
3	47,472	49,395	52,084	54,004	55,926	57,845	58,997	59,766
4	49,395	51,315	54,004	55,926	57,845	59,766	60,918	61,688
5	51,700	53,620	56,309	58,231	60,151	62,072	63,224	63,993
6	54,004	55,926	58,613	60,534	62,456	64,377	65,531	66,297
7	56,309	58,231	60,918	62,840	64,760	66,682	67,835	68,603
8	58,613	60,534	63,224	65,145	67,065	68,987	70,140	70,908
9	60,918	62,840	65,531	67,451	69,372	71,294	72,445	73,213
10	63,224	65,145	67,835	69,756	71,677	73,598	74,750	75,520
11	65,295	67,216	69,905	71,826	73,747	75,667	76,820	77,590
12	67,602	69,523	72,212	74,133	76,054	77,974	79,128	79,897

2009-10 Basic Unit A Salary Schedule

2009 - 2010

3%

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	44,941	46,918	49,688	51,667	53,647	55,624	56,811	57,604
2	46,918	48,896	51,667	53,647	55,624	57,604	58,791	59,580
3	48,896	50,877	53,647	55,624	57,604	59,580	60,767	61,559
4	50,877	52,854	55,624	57,604	59,580	61,559	62,746	63,538
5	53,251	55,228	57,998	59,978	61,955	63,934	65,121	65,913
6	55,624	57,604	60,372	62,350	64,330	66,308	67,497	68,286
7	57,998	59,978	62,746	64,726	66,703	68,683	69,870	70,661
8	60,372	62,350	65,121	67,100	69,077	71,057	72,244	73,036
9	62,746	64,726	67,497	69,474	71,453	73,432	74,618	75,410
10	65,121	67,100	69,870	71,848	73,827	75,806	76,993	77,785
11	67,254	69,232	72,002	73,981	75,959	77,937	79,125	79,918
12	69,630	71,609	74,379	76,357	78,336	80,313	81,502	82,294

2010-11 Basic Unit A Salary Schedule

**2010 - 2011
2.50%**

Step	Bachelors	B+15	M/B+36	M+15	M+30	M+45	M+60	Doctorate
1	46,064	48,091	50,931	52,959	54,988	57,015	58,231	59,044
2	48,091	50,118	52,959	54,988	57,015	59,044	60,261	61,070
3	50,118	52,148	54,988	57,015	59,044	61,070	62,286	63,098
4	52,148	54,175	57,015	59,044	61,070	63,098	64,315	65,127
5	54,582	56,609	59,448	61,477	63,504	65,532	66,749	67,560
6	57,015	59,044	61,881	63,909	65,938	67,966	69,184	69,993
7	59,448	61,477	64,315	66,344	68,371	70,400	71,617	72,428
8	61,881	63,909	66,749	68,777	70,804	72,833	74,050	74,861
9	64,315	66,344	69,184	71,211	73,239	75,268	76,484	77,295
10	66,749	68,777	71,617	73,645	75,673	77,701	78,918	79,730
11	68,935	70,963	73,802	75,830	77,858	79,885	81,103	81,916
12	71,371	73,399	76,238	78,266	80,294	82,321	83,539	84,351

APPENDIX E
Extracurricular Positions

Activity	Jul-08 3%	Jul-09 3%	Jul-10 2.50%
Adventure Club	\$1,465	\$1,509	\$1,546
African Amer. Student Act.	\$2,468	\$2,542	\$2,605
Anime Club	\$1,465	\$1,509	\$1,546
Asian Students Association	\$2,468	\$2,542	\$2,605
Asst Oper. Environ. Advisor	\$752	\$774	\$794
Asst to BHS Band Director	\$1,465	\$1,509	\$1,546
BHS Concert Band Director	\$3,430	\$3,533	\$3,621
BHS Marching Band Director	\$4,193	\$4,319	\$4,427
BHS Choral Director	\$3,430	\$3,533	\$3,621
BHS Fitness Center	\$1,509	\$1,554	\$1,593
BHS Jazz Band	\$1,465	\$1,509	\$1,546
BHS Marching Band Advisors	\$1,465	\$1,509	\$1,546
BHS Musical Director	\$2,468	\$2,542	\$2,605
BHS Scholarship Advisor	\$4,047	\$4,168	\$4,272
BHS Winter Guard Advisor	\$1,542	\$1,588	\$1,628
Bookstore Advisor	\$2,468	\$2,542	\$2,605
Chess Club Advisor	\$2,468	\$2,542	\$2,605
COLLAB Advisor	\$4,280	\$4,408	\$4,518
Color Guard Advisor	\$1,542	\$1,588	\$1,628
Dance Squad Advisor	1,542	\$1,588	\$1,628
Debate Team Advisor	\$2,468	\$2,542	\$2,605
District-Wide Webmaster	\$2,714	\$2,795	\$2,865
Director of Spring Musical	\$4,193	\$4,319	\$4,427
Drama Club Advisor	\$1,466	\$1,510	\$1,547
Elem. A/V Specialist	\$1,343	\$1,383	\$1,418
Elem. Band Director	\$616	\$634	\$650
Elementary Chorus Spec.	\$616	\$634	\$650
Elementary Comp. Spec.	\$1,343	\$1,383	\$1,418
Elem. Summer Enrich.	\$4,203	\$4,330	\$4,438
Evening Academy	\$8,614	\$8,872	\$9,094
Factathlon Advisor	\$2,468	\$2,542	\$2,605
Freshman Class Advisor	\$1,772	\$1,825	\$1,870
Future Teachers Advisor	\$2,468	\$2,542	\$2,605
Gay Straight Alliance Spectrum	\$1,465	\$1,509	\$1,546
Italian Club	\$2,468	\$2,542	\$2,605
Junior Class Advisor	\$2,099	\$2,162	\$2,216
Latin Club Advisor	\$2,468	\$2,542	\$2,605
Math League Advisor	\$2,468	\$2,542	\$2,605
Model UN Club	\$2,468	\$2,542	\$2,605
MSMS Chorus Director	\$2,122	\$2,185	\$2,240
MSMS Band Director	\$637	\$656	\$672
MSMS Concert Band Director	\$0	\$0	\$0
MSMS Fitness Center	\$2,468	\$2,542	\$2,605
MSMS Homework Clinic	\$2,746	\$2,828	\$2,899

	Jul-08	Jul-09	Jul-10
MSMS MCAS Prep	\$1,697	\$1,748	\$1,792
MSMS Newspaper Advisor	\$2,468	\$2,542	\$2,605
MSMS Summer Enrichment	\$3,018	\$3,108	\$3,186
MSMS Symphonic Band	\$2,122	\$2,185	\$2,240
MSMS Yearbook Advisor	\$2,468	\$2,542	\$2,605
Multicultural Advisor	\$2,468	\$2,542	\$2,605
National Honor Society	\$2,468	\$2,542	\$2,605
Newspaper Advisor	\$2,468	\$2,542	\$2,605
Operation Environment	\$1,552	\$1,599	\$1,639
Poetry Club Advisor	\$2,468	\$2,542	\$2,605
Robotics Club Advisor	\$1,465	\$1,509	\$1,546
SADD Advisor	\$2,468	\$2,542	\$2,605
Science Ctr. Nat Sci. Spec.	\$5,534	\$5,700	\$5,843
Science Olympiad Advisor	\$2,468	\$2,542	\$2,605
School-Based Webmasters	\$2,468	\$2,542	\$2,605
Senior Class Advisor	\$3,014	\$3,104	\$3,182
Sophomore Class Advisor	\$1,777	\$1,830	\$1,876
Spanish Club Advisor	\$2,468	\$2,542	\$2,605
Student Activities Accts. Advisor	\$3,497	\$3,602	\$3,692
Student Council Advisor	\$2,468	\$2,542	\$2,605
Students Environ. Action Club	\$2,468	\$2,542	\$2,605
Title 1 Director Summer*	\$6,133	\$6,317	\$6,475
Yearbook Advisor	\$4,015	\$4,135	\$4,239
Yearbook Financial Advisor	\$4,015	\$4,135	\$4,239

*Title 1 subject to federal funding

A longevity stipend will be paid to individuals filling extra- curricular positions based upon the number of years in a given position as follows:

Step 1	1-3 years	\$ 0
Step 2	4-6 years	100
Step 3	7-9 years	250
Step 4	10 years and beyond	500

Teachers will be notified in writing of their extracurricular assignments for the coming year as soon as practicable and under normal circumstances not later than June 15.

Proposals for new extracurricular positions will be submitted simultaneously to the Building Principal in which the activity is to take place and the Superintendent. Upon approval of the Principal, the position will be recommended to the Superintendent for consideration by the School Committee. Within 30 days of proposal submission, a decision will be rendered.

In the first year, a newly created extracurricular activity will receive a \$500 allotment. If at the end of the first year the Principal and Superintendent deem the activity worthy to continue, the second year allotment will be \$750.

In the first year, a newly created extracurricular activity will receive a \$500 allotment. If at the end of the first year the Principal and Superintendent deem the activity worthy to continue, the second year allotment will be \$750.

At the end of the second year, a determination will be made by the Principal and Superintendent to terminate or keep the extracurricular position. If the position is kept, a stipend will be assigned by mutual agreement between the Superintendent, School Committee, and the BEA. The Superintendent's determination will be made prior to June 1.

No more than five extracurricular proposals will be accepted in a given year. Proposals for the upcoming year must be submitted by May 15.

Extra Curricular, Coaching and other Authorized Paid Positions are educational in nature and are integral to the mission of the Burlington School System to educate Burlington students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new Extra Curricular, Coaching or other Authorized Paid Position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

Other Authorized Paid Positions

The following authorized paid positions are to be included when determining salary for retirement purposes:

- High School Guidance Counselors' Summer Work - Per Diem
- High School Department Heads' Summer Work - Per Diem
- Middle School Team Leaders' Summer Work - Per Diem
- Administration of National Standardized Testing Programs (PSAT, SAT, ACT) - Per Diem
- Supervisor and Instructor of After School Computer Labs - Hourly Rate
- Instructor at High School Evening Academy - Hourly Rate
- Saturday Community Service Program Supervisor – Hourly Rate
- After School Instructional/Enrichment/Activities Programs - Hourly Rate or Stipend Assigned
- Summer Instructional/Enrichment/Activities Programs - Hourly Rate or Stipend Assigned
- Mentor - Stipend Assigned
- Workshop Participants and Presenters - Hourly Rate
- Curriculum Committees - Hourly Rate

APPENDIX F

Coaches' Salary Schedule

Coaching reappointments will take place within thirty (30) days after the close of the season report is submitted.

The Athletic Trainer position will be compensated as follows:

July 2008	\$24,362
July 2009	\$25,093
July 2010	\$25,721

The Assistant Athletic Trainer will be compensated as follows:

July 2008	\$10,988
July 2009	\$11,318
July 2010	\$11,601

The Equipment Uniform Facilitator will be compensated as follows:

July 2008	\$12,512
July 2009	\$12,888
July 2010	\$13,210

Coaching Stipends

Each year of Assistant Coach experience for the Burlington School System shall accrue as one-half year of experience toward longevity as Head Coach.

Effective July 1, 1988 a stipend will be paid to assistant coaches based upon the number of years of coaching in Burlington in a given position as follows:

Step 1	1-3 years	\$ 0
Step 2	4-6 years	100
Step 3	7-9 years	100
Step 4	10-15 yrs.	250
Step 5	15 yrs. and beyond	100 (cumulative)

Effective July 1, 1989 a stipend will be paid to head coaches based upon the number of years of coaching in Burlington in a given position as follows:

Step 1	1-3 years	\$ 0
Step 2	4-6 years	200
Step 3	7-9 years	200
Step 4	10-15 yrs.	500
Step 5	15 yrs. and beyond	200 (cumulative)

Extra Curricular, Coaching and other Authorized Paid Positions are educational in nature and are integral to the mission of the Burlington School System to educate Burlington students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new Extra Curricular, Coaching or other Authorized Paid Position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

Post-Season Tournament Play

Stipends will be paid to coaches for their team's or individual player's participation in post-season tournament play. Stipends will be paid in the following manner:

- a. \$200 for head coach of team involved.
- b. \$100 for each assistant coach(es) of team involved
- c. \$60 for cheerleading "coach" of any cheerleading squad which might be involved in their respective team's post-season play.
- d. \$200 for head coach of a team who has individual athlete(s) involved in post season play.

Coaches Salaries

		2008-2009			2009-2010			2010-2011			
Group		No.	Head	Assts.	No.	Head	Assts.	No.	Head	Assts.	No.
A	Football	(5)	\$8,613	\$5,292	(5)	\$8,871	\$5,451	(5)	\$9,093	\$5,587	(5)
B	Basketball (B)	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Basketball (G)	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Baseball	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Hockey (B)	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Hockey (G)	(1)	\$6,335	\$4,674	(1)	\$6,525	\$4,814	(1)	\$6,688	\$4,935	(1)
	Soccer (B)	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Soccer (G)	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
	Softball	(2)	\$6,335	\$4,674	(2)	\$6,525	\$4,814	(2)	\$6,688	\$4,935	(2)
C	Field Hockey	(2)	\$5,305	\$4,056	(2)	\$5,464	\$4,178	(2)	\$5,600	\$4,282	(2)
	Wrestling	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Lacrosse	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Lacrosse (G)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Volleyball (G)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Gym. (B)*	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Gym. (G)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Track In. (B)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Track In. (G)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Track Out (B)	(2)	\$5,305	\$4,056	(2)	\$5,464	\$4,178	(2)	\$5,600	\$4,282	(2)
	Track Out (G)	(2)	\$5,305	\$4,056	(2)	\$5,464	\$4,178	(2)	\$5,600	\$4,282	(2)
	Swim. (G)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Swim. (B)	(1)	\$5,305	\$4,056	(1)	\$5,464	\$4,178	(1)	\$5,600	\$4,282	(1)
	Tennis (B)		\$5,305	\$4,056		\$5,464	\$4,178		\$5,600	\$4,282	
	Tennis (G)		\$5,305	\$4,056		\$5,464	\$4,178		\$5,600	\$4,282	
	Golf		\$5,305	\$4,056		\$5,464	\$4,178		\$5,600	\$4,282	
	Cr. Ctry.**		\$5,305	\$4,056		\$5,464	\$4,178		\$5,600	\$4,282	
D	Cheerleaders		\$3,193			\$3,289			\$3,371		

* If one individual serves as head coach for both male and female gymnastics teams, salary will be paid at the rate of 125 Group C.
** If one individual serves as head coach for both male and female cross country teams, salary will be at rate of 125 Group C
Note: All future salary increases for coaches will be based on a flat dollar amount to be applied across the board.

APPENDIX G

Work Beyond Normal Year

A. Persons covered by the collective bargaining agreement shall receive 1/187 of their salary for performance of their regular school duties beyond the normal work year. Any school approved non-regular educational, instructional enrichment activity/program regardless of funding source, beyond the normal school day or year, shall be paid at the rate of \$30 per hour. Effective January 1, 2006 the rate will increase to \$35 per hour. Activities and programs that are primarily supervisory in nature, i.e., child care programs and summer recreation programs, are not covered by this provision. This provision does not apply to extracurricular activities, i.e., clubs, positions listed in Appendix E, etc.

B. Teachers making presentations during staff development days will be compensated at 1.5 above the rate for the first presentation of that subject matter.

APPENDIX H

Teacher Evaluation Procedures

I. Prime Evaluator

A. The Prime Evaluator is the major source for assessing that the goals and objectives agreed upon by the teacher, Prime Evaluator and administrator are being met within the philosophy of the Burlington Public Schools and that the teacher is meeting the assigned duties and responsibilities as defined by the administrator's rules and regulations, school committee policy and contractual agreement.

B. The role of the Prime Evaluator is to ensure that the standard of performance as defined has been met, and constructive support necessary for the teacher to accomplish this end has been given.

C. This process of evaluation, as defined, shall not be construed as eliminating the insertion of the administrator's influence, either at the building or central office levels, in those cases where such need or participation is indicated or necessary.

D. The Prime Evaluator will be designated in September of each school year.

1. The high school and middle school principals will designate all Prime Evaluators at his/her individual building level.
2. Elementary principals shall be the Prime Evaluators for all classroom teachers under their jurisdiction.
3. Teachers in the physical education, guidance computer, special education, and media departments will have the director of that department as their Prime Evaluator. This director will work in concert with the building principal and/or principals in which teachers are assigned.
4. The teachers in all collaborative programs will have as their Prime Evaluator the directors of each collaborative programs in concert with the building principal in which the program is housed.

The above does not exclude an administrator, not acting as a Prime Evaluator, from participation in the evaluation process. This involvement may be both in classroom observation and presenting input for the written evaluations.

II. Conferences

A. There should be one pre-evaluation conference by October 15 with the Prime Evaluator and the teacher during the year in which the teacher is to be formally evaluated. Purpose of conference is to set goals and discuss plans for current year and any other matters either wishes to discuss.

B. There should be one post-evaluation conference with the Prime Evaluator and the teacher between May 1 and the close of the school year during which the teacher was formally evaluated. This conference is to provide closure for the school year.

In the areas where the Prime Evaluator is not the building administrator, these conferences will be held with the Prime Evaluator and an assigned building administrator and the teacher.

C. The need for pre-observation conferences is left to the discretion of the Prime Evaluator and/or administrator. Prior to each announced observation the teacher should provide the Evaluator with his/her prepared lesson plan noting objectives of said lesson and any other information relating to same.

D. A post-observation conference shall be held no later than two (2) working days following the announced observation. This conference shall include the Prime Evaluator and the teacher and where necessary, an administrator.

III. Observations

Although the Prime Evaluator is responsible for observation as a major thrust for the evaluation process, all administrators within the particular building and central office are considered to be part of the evaluation process which will allow them to observe, confer and provide input for the formal written evaluation.

IV. Written Evaluation

A. Generally, tenured teachers shall be formally evaluated every other year. Teachers will be reevaluated in a successive year only on the basis of an unsatisfactory evaluation. If, after the conclusion of an evaluation cycle, performance issues arise concerning a teacher, the Superintendent may permit the evaluation of that teacher during a school year who would otherwise not be subject to evaluation.

A minimum of one formal written evaluation for TENURED teachers based on a minimum of two (2) announced observations and at least four (4) unannounced observations shall be done during the year in which the teacher is to be formally evaluated. This evaluation shall be due on May 1. The number of evaluations for tenured teachers will be at the discretion of the Prime Evaluator and administrator depending upon teaching performance and observations during any designated period.

B. A minimum of two (2) written evaluations for NONTENURED teachers, the first due on December 1 and the second on April 1, based on a minimum of one (1) announced and two (2) unannounced observations prior to each evaluation shall be done. The number of evaluations for nontenured teachers will be at the discretion of the Prime Evaluator and administrator depending upon teaching performance and observations during any designated period.

V. Instrument

The evaluation instrument consisting of the checklist and narrative shall be submitted to the Superintendent of Schools and the School Committee for their review and then filed in the teacher's personnel folder.

All or part of these procedures are subject to change in accordance with new directions in philosophy and program objectives as recommended by the Superintendent of Schools to the Burlington School Committee.

VI. Professional Improvement Plan

If the evaluator states that a teacher's performance has been "unsatisfactory" on any of the criteria, then a remediation plan to help the teacher improve shall be developed no later than May 15. The remediation plan shall include specific goals for the teacher; specific, observable recommendations for improving his/her performance; and observable indicators of success in accomplishing the goals. Once the plan is developed it will be attached to the teacher's evaluation form, and a copy will be sent to the Superintendent. At the discretion of the Superintendent, a meeting may be held with the teacher, the principal and the Superintendent or his/her designee to discuss mutual concerns.

**BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL IMPROVEMENT PLAN**

- A. Area(s) Noted as Unsatisfactory:
- B. Supervisor's Recommendations:
- C. Proposed Assistance and Support:
- D. Proposed Follow-up Schedule:
- E. Professional Staff Member's Comments:

Employee's Signature	Supervisor's Signature
----------------------	------------------------

Date	Date
------	------

This form is intended for use with a teacher whose performance is unsatisfactory in the area(s) noted above.

**BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL PERFORMANCE APPRAISAL FOR TEACHERS**

Teacher's Name: _____ School: _____
 Date of Hire: _____ Years of Service: _____ Date of Evaluation _____
 Assignment: _____

	Satisfactory	Developmental Area	Unsatisfactory
<u>I. Currency In the Curriculum</u> 1. The teacher demonstrates required knowledge of subject area.			
<u>I. Effective Planning and Assessment of Curriculum and Instruction</u> 2. The teacher plans instruction effectively.			
3. The teacher utilizes supportive personnel for evaluation and diagnostic input.			
4. The teacher uses appropriate procedures to assess students' performance.			
5. The teacher adjusts plans to circumstances and individuals.			
<u>III. Effective Management of Classroom Environment</u> 6. The teacher manages the classroom in an effective manner.			
<u>IV. Effective Instruction</u> 7. The teacher makes learning goals clear to students.			
8. The teacher designs and implements appropriate classroom activities to achieve goals.			
9. The teacher develops a classroom atmosphere that is conducive to active class participation, creative expression and independent thinking.			
<u>V. Promotion of High Standards and Expectations for Student Achievement</u> 10. The teacher plans a program of study that meets the individual needs, abilities, and learning style of students.			
<u>VI. Promotion of Equity and Appreciation of Diversity</u> 11. The teacher strives to ensure equitable opportunities for student learning.			
12. The teacher demonstrates appreciation for and sensitivity to diversity among individuals.			

VII. Fulfillment of Professional Responsibilities 13. The teacher communicates effectively with parents. 14. Teacher communicates professionally with peers. 15. The teacher assists the administration in implementing policies and rules governing students' life and conduct.			

Narrative

This section should address the teacher's performance using the categories delineated on the checklist. (Use additional sheet if necessary.)

Tenured

_____ To be evaluated in two years.
(Optional)

Teacher's Signature

Nontenured

_____ Recommend reappointment.

Evaluator's Signature

Evaluator (Print Name)

If a teacher receives an unsatisfactory rating on one or more items on the checklist, a Professional Improvement Plan should be completed and attached to this evaluation.

10/01

BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL PERFORMANCE APPRAISAL FOR GUIDANCE COUNSELORS AND SPECIAL EDUCATION
TEACHERS

Teacher's Name: _____ School: _____
 Date of Hire: _____ Years of Service: _____ Date of Evaluation _____
 Assignment: _____

	Satisfactory	Developmental Area	Unsatisfactory
<u>I. Currency In the Curriculum</u> 1. Demonstrates knowledge of field.			
<u>II. Effective Planning and Assessment of Curriculum and Instruction</u> 2. Works toward defined objectives. 3. Utilizes supportive personnel for evaluation and diagnostic input. 4. Uses appropriate procedures to assess students' performance. 5. Adjusts plans to circumstances and individuals.			
<u>III. Effective Management of Classroom Environment</u> 6. Creates environment that is positive for student learning and involvement.			
<u>IV. Effective Instruction</u> 7. Communicates effectively with students. 8. Designs and implements appropriate activities to achieve goals. 9. Uses appropriate techniques to develop atmosphere of mutual trust.			
<u>V. Promotion of High Standards and Expectations for Student Achievement</u> 10. Plans a program that meets the individual needs, abilities, and learning style of students.			

VI. Promotion of Equity and Appreciation of Diversity 11. Strives to ensure equitable opportunities for student learning.			
12. Demonstrates appreciation for and sensitivity to diversity among individuals.			
VII. Fulfillment of Professional Responsibilities 13. Communicates effectively with parents.			
14. Communicates professionally with peers.			
15. Assists the administration in implementing policies and rules governing students' life and conduct.			

Narrative

This section should address the counselor's/special education teacher's performance using the categories delineated on the checklist. (Use additional sheet if necessary.)

Tenured

_____ To be evaluated in two years.
(Optional)

Teacher's Signature

Nontenured

_____ Recommend reappointment.

Evaluator's Signature

Evaluator (Print Name)

If a teacher receives an unsatisfactory rating on one or more items on the checklist, a Professional Improvement Plan should be completed and attached to this evaluation.

10/01

BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL PERFORMANCE APPRAISAL FOR MEDIA SPECIALISTS

Teacher's Name: _____ School: _____
 Date of Hire: _____ Years of Service: _____ Date of Evaluation _____
 Assignment: _____

	Satisfactory	Developmental Area	Unsatisfactory
<u>I. Currency In the Curriculum</u> 1. Demonstrates required knowledge of subject area.			
<u>I. Effective Planning and Assessment of Curriculum and Instruction</u> 2. Works toward defined objectives. 3. Utilizes supportive personnel for evaluation and diagnostic input. 4. Uses appropriate procedures to assess students' performance. 5. Adjusts plans to circumstances and individuals.			
<u>III. Effective Management of Classroom Environment</u> 6. Creates environment that is positive for student learning and involvement.			
<u>IV. Effective Instruction</u> 7. Communicates effectively with students.. 8. Designs and implements appropriate activities to achieve goals. 9. Designs an organized library setting.			
<u>V. Promotion of High Standards and Expectations for Student Achievement</u> 10. Plans a program of study that meets the individual needs, abilities, and learning style of students.			

VI. <u>Promotion of Equity and Appreciation of Diversity</u> 11. Strives to ensure equitable opportunities for student learning.			
	12. Demonstrates appreciation for and sensitivity to diversity among individuals.		
VII. <u>Fulfillment of Professional Responsibilities</u> 13. Communicates effectively with parents.			
	14. Communicates professionally with peers.		
	15. Assists the administration in implementing policies and rules governing students' life and conduct.		

Narrative

This section should address the media specialist's performance using the categories delineated on the checklist. (Use additional sheet if necessary.)

Tenured

_____ To be evaluated in two years.
(Optional)

Teacher's Signature

Nontenured

_____ Recommend reappointment.

Evaluator's Signature

Evaluator (Print Name)

If a teacher receives an unsatisfactory rating on one or more items on the checklist, a Professional Improvement Plan should be completed and attached to this evaluation.

10/01

APPENDIX I

Mentoring Program

Veteran professional staff shall be given the opportunity to serve as Mentors to new staff members. Interested staff shall submit an application to the Superintendent of Schools no later than the last work day before the spring vacation for consideration of an assignment for the prospective school year. Selection and assignment will be made by the Superintendent in consultation with the Principals and Directors.

Qualifications of Mentors:

- A minimum of five years of successful teaching experience.
 - Effective professional, as measured by primary evaluator's assessments.
 - Excellent communicator/good listener.
 - Willing to meet expectations of the roles.
 - Willing to participate in locally available training program as established by the Burlington Public Schools.
1. Each Mentor Leader will receive a stipend of \$3,000.
 2. Mentors will receive an annual stipend of \$1,500.
 3. The new teacher (or mentee) will receive a credit of up to \$500 to be used during their first year of employment in Burlington.
 4. The new teacher (mentee) credit is subject to the mutual agreement of the supervisor and new teacher for content based or instructional strategy programs.
 5. PDPs will be awarded to mentors and mentees as allowed by Department of Education re-certification requirements.
 6. Mentors will log their hours according to the current practice; and,
 7. New teachers (mentees) will receive three (3) in-service credits for their participation in the Mentor/Mentee program.
 8. If a teacher has taken the 'Skillful Teacher' course as part of a teacher's graduate or undergraduate program, teachers can qualify by taking a different DOE approved 3 credit course in differentiated instruction. If a teacher has taken the 'Skillful Teacher' course within the previous 5 years, no further course would be necessary to become a mentor.

						Burlington School Department Teachers' School Calendar 2008-2009
	M	T	W	TH	F	
August 5 Days	25	26	27	28	29	Aug. 25 - Teachers' first day of school. Aug. 26 Professional Development. Aug. 27 - Students' first day of school - full day.
September 21 Days	1	2	3	4	5	Sept. 1 - Labor Day, No School. Sept. 2-Preschool/Kindergarten classes begin.
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				Sept. 29 - Professional Development Day. No School Students.
October 22 Days			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	Oct. 13 - Columbus Day, No School.
	20	21	22	23	24	
	27	28	29	30	31	
November 17 Days	3	4	5	6	7	Nov. 4 - Election Day. Professional Development Day. No School Students.
	10	11	12	13	14	Nov. 11 - Veterans Day. No School.
	17	18	19	20	21	Nov 21 - Parent Conferences K-12. No School Students.
	24	25	26	27	28	Nov. 26 - half day. Nov. 27 & 28 - Thanksgiving recess, No School.
December 17 Days	1	2	3	4	5	
	8	9	10	11	12	Dec.8 - Professional Development Day. No School Students.
	15	16	17	18	19	
	22	23	24	25	26	Dec. 24 - Dec. 31, Mid-Winter Vacation. No School
	29	30	31			
January 19 Days				1	2	Jan. 1 - New Year's Day. No School. Jan. 2-No School.
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	Jan. 19 - Martin Luther King Day, No School.
	26	27	28	29	30	
February 15 Days	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	Feb. 16 - Presidents' Day, No School. Feb. 17-20, Winter Vacation.
	23	24	25	26	27	
March 22 Days	2	3	4	5	6	March 2 - Professional Development Day. No School Students.
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				
April 16 Days			1	2	3	
	6	7	8	9	10	April 10-Good Friday, No School.
	13	14	15	16	17	
	20	21	22	23	24	April 20 - Patriots' Day, No School. April 21-24, Spring Vacation.
	27	28	29	30		
May 20 Days					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	May 25 - Memorial Day, No School.
June 14 Days	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	June 17 - Students' last day if no snow days used.
	22	23	24	25	26	June 18 - Teachers' last day if no snow days used.
188 Days	29	30				

		M	T	W	TH	F	Burlington School Department Teachers' School Calendar 2009-2010		
August	24	25	26	27	28	Aug. 24 - Teachers' first day of school. Aug. 25 Professional Development.* Aug. 26 - Students' first day of school - full day.			
6 Days	31								
September			1	2	3	4			
21 Days	7	8	9	10	11	Sept. 7 - Labor Day, No School.			
	14	15	16	17	18	Sept. 8 - Preschool/Kindergarten classes begin.			
	21	22	23	24	25	Sept. 21 - Professional Development Day. No School Students.*			
	28	29	30						
October					1	2			
21 Days	5	6	7	8	9				
	12	13	14	15	16	Oct. 12 - Columbus Day, No School.			
	19	20	21	22	23				
	26	27	28	29	30				
November	2	3	4	5	6	Nov. 3 - Professional Development Day. No School Students.*			
18 Days	9	10	11	12	13	Nov. 11 - Veterans Day. No School.			
	16	17	18	19	20	Nov 20 - Parent Conferences K-12. No School Students.			
	23	24	25	26	27	Nov. 25 - half day. Nov. 26 & 27 - Thanksgiving recess, No School.			
	30								
December			1	2	3	4			
17 Days	7	8	9	10	11	Dec.7 - Professional Development Day. No School Students.*			
	14	15	16	17	18				
	21	22	23	24	25	Dec. 24 - Dec. 31, Mid-Winter Vacation. No School			
	28	29	30	31					
January					1	Jan. 1 - New Year's Day. No School. Jan. 2-No School.			
19 Days	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22	Jan. 18 - Martin Luther King Day, No School.			
	25	26	27	28	29				
February	1	2	3	4	5				
15 Days	8	9	10	11	12				
	15	16	17	18	19	Feb. 15 - Presidents' Day, No School. Feb. 16-19, Winter Vacation.			
	22	23	24	25	26				
March	1	2	3	4	5				
23 Days	8	9	10	11	12	March 8 - Professional Development Day. No School Students.*			
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31						
April					1	2	April 2 - Good Friday, No School.		
16 Days	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23	April 19 - Patriots' Day, No School. April 20-23, Spring Vacation.			
	26	27	28	29	30				
May									
20 Days	3	4	5	6	7				
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
	31						May 31 - Memorial Day, No School.		
June			1	2	3	4			
11 Days	7	8	9	10	11				
	14	15	16	17	18	June 15 - Students' last day if no snow days used.			
	21	22	23	24	25	June 15 - Teachers' last day if no snow days used.			
187 Days	28	29	30	June 22 - Students' and Teachers' last day of school.					

*Professional Development days may be changed prior to the start of the school year.

**Burlington School Department
Teachers' School Calendar 2010-2011**

	M	T	W	TH	F	
August	30	31				Aug. 30 - Teachers' first day of school. Aug. 31 Professional Development.*
2 Days						
September			1	2	3	Sept. 1 - Students' first day of school - full day.
21 Days	6	7	8	9	10	Sept. 6 - Labor Day, No School. Sept. 7 - Preschool/K classes begin.
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		Sept. 27 - Professional Development Day. No School Students.*
October					1	
20 Days	4	5	6	7	8	
	11	12	13	14	15	Oct. 11 - Columbus Day, No School.
	18	19	20	21	22	
	25	26	27	28	29	
November	1	2	3	4	5	
19 Days	8	9	10	11	12	Nov. 11 - Veterans Day. No School.
	15	16	17	18	19	Nov 19 - Parent Conferences K-12. No School Students.
	22	23	24	25	26	Nov. 24 - half day. Nov. 25 & 26 - Thanksgiving recess, No School.
	29	30				
December			1	2	3	
17 Days	6	7	8	9	10	Dec.6 - Professional Development Day. No School Students.*
	13	14	15	16	17	
	20	21	22	23	24	Dec. 24 - Dec. 31, Mid-Winter Vacation. No School
	27	28	29	30	31	
January	3	4	5	6	7	
20 Days	10	11	12	13	14	
	17	18	19	20	21	Jan. 17 - Martin Luther King Day, No School.
	24	25	26	27	28	
	31					
February		1	2	3	4	
15 Days	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	Feb. 21 - Presidents' Day, No School. Feb. 22-25, Winter Vacation.
	28					
March		1	2	3	4	March 1 - Professional Development Day. No School Students.*
23 Days	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
April					1	
16 Days	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	April 18 - Patriots' Day, No School. April 19-21, Spring Vacation.
	25	26	27	28	29	April 22 - Good Friday, No School.
May						
21 Days	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				May 30 - Memorial Day, No School.
June			1	2	3	
12 Days	6	7	8	9	10	
	13	14	15	16	17	June 16 - Students' last day if no snow days used.
	20	21	22	23	24	June 16 - Teachers' last day if no snow days used.
186 Days	27	28	29	30		June 23 - Students' and Teachers' last day of school.

*Professional Development days may be changed prior to the start of the school year.

There will be five extended afternoons across district meetings and the dates will be published before the school year begins.

APPENDIX K

Presidential Release Time

The Association President shall be relieved of all non-teaching duties and activity block (or its equivalent) responsibilities.

APPENDIX L

Cooperative Effort

The Association and the School Committee agree to work together to build support among the voters and elected leaders of Burlington for increased funding for the Burlington Public School system, with the goal of making Burlington teacher salaries more competitive with comparable communities. This provision however, does not require members of either party to make any recommendation to Town Meeting. This provision also does not prejudice members of either party from taking any position in relation to any of the benefits covered by this Agreement.

Burlington Public Schools School Committee Acceptable Use Policy March 2008

Introduction

This Computer Access Use Policy for the Burlington Public Schools is enacted by the School Committee to provide the parents, students and staff of the Burlington School Community with a statement of purpose and explanation of the use of technology within the Burlington learning community. This policy is reinforced by practice, acceptable use standards and an Acceptable Use Agreement Form which all users are required to read and sign before accessing the computer resources, electronic resources and network infrastructure.

Purpose

The Burlington Public Schools encourages the use of information technology to assist staff and students with academic success, preparation for the workplace and life long learning. The Burlington Public Schools provides access to a wide range of information technology to support learning and communicating with others. Information technology will be used to increase communication, enhance productivity and assist staff and students in upgrading existing skills and acquiring new skills. The computer resources, electronic resources and network infrastructure will also be utilized to provide relevant school information to the community.

Implementation of this Policy

The Superintendent of Schools or his/her designee(s), shall develop and implement administrative regulations, procedures, terms and conditions for use and user agreements consistent with the purposes and mission of the Burlington Public Schools as well as with applicable laws and this policy.

Definitions

“Information technology” is defined as Internet access, blogging, podcasting, email, published and non-published documents, and various forms of multimedia technology.

“Computer resources, electronic resources and network infrastructure” is defined as the Burlington Public Schools network, the Internet, E-mail, hardware, software, printers, peripheral devices and individual computer work stations.

“Educational use” is defined as a use that supports communication, research and education.

Technology Related Services Provided by the Burlington Public Schools

E-Mail - Email allows employees and students to communicate with people throughout the world. Staff is provided E-Mail Accounts. Special class use accounts for teachers and special student e-mail projects may be provided.

World Wide Web - The internet provides access to a wide range of information in the form of graphics, text, photographs, video and sound files throughout the world. This tool is maintained and supported for educational purposes. Incidental personal use is permitted.

Hardware and Software Resources - The Burlington Public Schools provides network servers, computers, printers and many peripheral devices, to support instruction and administrative activities. Other resources include productivity software, research and electronic reference software, diagnostic, assessment and reporting tools.

Content Filtering

The Burlington Public Schools uses software designed to block access to certain sites and filter content as required by the Children’s Internet Protection Act. Burlington Public Schools is aware that not all inappropriate information can be filtered and the district will make an effort to correct any known gaps in the filtering of information without unduly inhibiting the educational use of age appropriate content by staff and students. Users will inform the teacher or administrator of any inadvertent access to inappropriate material in order that there is appropriate modification of the filtering profile.

User Access

Access to information technology through the Burlington Public Schools is a privilege, not a right. Students, parents, and staff shall be required to sign an Acceptable Use Agreement Form acknowledging an understanding of the guidelines and agreeing to comply with them in order to obtain access privileges. No access will be granted without a signed an Acceptable Use Agreement Form.

The Burlington Public School Acceptable Use Policy shall govern all use of computer resources, electronic resources and network infrastructure. Student use of the computer resources, electronic resources and network infrastructure will be governed by the Burlington School committee disciplinary policies as outlined in the policy manual of the district and the student’s school handbook. Please note, laptop use is addressed through the Laptop Appropriate Use Procedures and its sign off.

Because information technology is constantly changing, not all circumstances can be anticipated or addressed in this policy. All users are expected to understand and comply with both the “letter” and the “spirit” of this policy and show good judgment in their use of these resources.

User Responsibilities

Some examples of inappropriate and/or illegal use are: (This is not an exhaustive list of all possible inappropriate uses)

- Sharing and/or distribution of passwords or using another student or faculty member's password.
- Intentional viewing, downloading or distribution of inappropriate and/or offensive materials.
- Using obscene language, harassing, insulting or bullying others
- Posting of private or personal information about another person
- Spamming of the school email system
- Violating of federal or state law, local regulation or school committee policy.
- Accessing other user folders, work or files on the Burlington network
- Installation of any shareware, freeware and other commercial software on school computers or servers
- Intentionally distributing computer spy ware and or computer viruses on district computers or network servers.
- Gaining unlawful access to other computers, networks or information systems for the purpose of "hacking" and/or deliberately uploading/downloading viruses or other harmful forms of programming or vandalism.
- Intentionally wasting limited network or bandwidth resources.
- Destructions/vandalism of system software, applications, files or other network resources
- Employing the network for commercial or political purposes.
- Using the network for large file downloading without the permission of the network manager
- Gaining unauthorized access to computer and or telecommunications networks and resources.
- Copying software from Burlington Public School Computers through any electronic means unless the particular licensing agreement in place for the software allows user distribution.
- On-line chats of a non-educational nature (including instant messages or other direct electronic communication) are prohibited except for chats of incidental use in First Class.

Parent Notification and Responsibilities

The Burlington Public Schools shall notify parents about computer resources, electronic resources and network infrastructure and their educational use. Parental consent is part of the Acceptable Use Agreement Form sign off procedure for all minor age student users of the system.

Parents may request in writing at any time or on the Acceptable Use Agreement Form that their child(ren) not be provided internet access.

Parents may request alternative activities for their child(ren) that do not require internet access.

Parents have the right at any time to investigate the content of their child(ren)'s computer files.

Monitoring

The Burlington Public Schools monitors the use of the school department's network to protect the integrity and optimal operation of all computer and system networks. There is no expectation of privacy related to information stored and transmitted over the Burlington Public Schools network. The

information on the network in general files and e-mail is not private and is subject to review by the network manager at the request of the Burlington Public Schools administration to substantiate inappropriate activity and to comply with requests of law enforcement agencies as part of their investigations.

The Burlington Public Schools will cooperate with copyright protection agencies investigating copyright infringement by users of the computer systems and network of the Burlington Public Schools.

Technicians and computer system administrators maintain full access rights to all storage devices, and may need to access/manage such storage devices as part of their duties.

Routine maintenance and monitoring of the system may lead to discovery that a user has or is violating the Burlington Public Schools Acceptable Use Policy, other school committee policies, state laws, or federal laws.

Search of particular files of a user shall be conducted if there is a reasonable suspicion that a user has violated the law or Burlington School Committee Policies. The investigation will be reasonable and in the context of the nature of the alleged policy violation.

Due Process

The Burlington Public Schools will apply progressive discipline for violations of the district policy and signed Acceptable Use Agreement Form which may include revocation of the privilege of a user's access to computer resources, electronic resources and network infrastructure. Other appropriate disciplinary or legal action may be undertaken by the Burlington Public Schools administration. The nature of the investigation will be reasonable and reflect the contract language for each bargaining unit.

Burlington Public Schools Limitations of Liability

The Burlington Public Schools makes no warranties of any kind, implied or expressed, that the services and functions provided through the Burlington Public Schools computer resources, electronic resources and network infrastructure will be error free or without defect. The Burlington Public Schools will not be responsible for damages users may suffer, including but not limited to loss of data or interruption of service.

The Burlington Public Schools, along with any persons or organizations associated with the school department internet connectivity, will not be liable for the actions of anyone connecting to the internet through the school network infrastructure. All users shall assume full liability, legal, financial or otherwise for their actions while connected to the internet.

The Burlington Public Schools assumes no responsibility for any information or materials transferred or accessed from the internet.

Parents and guardians agree to accept financial responsibility for any expenses or damages incurred as a result their student's inappropriate or illegal activities on the Burlington Public Schools network.

Modification

The Burlington School Committee reserves the right to modify or change this policy and related implementation procedures at any time. Prior to implementation, presidents of each of the bargaining units will be notified.

ACCEPTABLE USE POLICY FOR STAFF

Use of the Burlington Public School District electronic communication system is a privilege, which will be withdrawn from irresponsible users. Users must accept the responsibility to use school-provided Internet service in a manner, which is consistent with the *Burlington Public School District Acceptable Use Policy* and the educational goals of the Burlington Public Schools.

I have received and read a copy of the acceptable use policy.

Staff Member: _____

Signature: _____

School: _____

Date: _____

Burlington Public Schools Laptop Appropriate Use Procedures

1.0 Procedure Reference

Burlington Public Schools Appropriate Use Procedure.

2.0 Laptop Definition and Purpose

This procedure outlines expected employee or guest behavior regarding use of the Burlington Public Schools Laptop computers (BPS Laptop).

3.0 Laptop Use Requirements

- A. Computers that are allowed to be used and supported by BPS Information Technology staff (BPS IT Staff) must meet ALL of the following criteria:
 - i. The technology must be use for educational purposes. Incidental personal use is permitted.
 - ii. Pre-approved technical specifications as designated by BPS IT Staff.
 - iii. Standard software designated and configured by BPS IT Staff may be used.
 - iv. Such software should not be altered or removed by the employee or guest.
 - v. Personal computing devices are not allowed nor supported due to security, and support standards issues.
 - vi. BPS Laptops will have a password-protected screensaver activated after 15 minutes of idle usage.
 - vii. Staff assigned Laptops are configured only for employees use.
 - viii. Employees using a BPS Laptop are expected to routinely connect their laptop to a network BPS network to receive timely security updates.

- ix. BPS IT Staff is not responsible for providing support for home networks.
- x. USB drives or recordable CD's should be used to store personal photos/data. (If an employee has an extensive educational photo/music portfolio, these should be stored in the same manner.)
- xi. Personal and professional data files should also be saved in a similar manner to protect files when hard drives are cleared or fail during repair or annual maintenance.

3.1 Installing Software

- A. Employees using a BPS Laptop will not have administrative rights to load software on their laptop without prior approval from the BPS IT Staff.
- B. When other software needs to be installed on a BPS Laptop, employees will log a work order with their local technical support person. Such software must be legal for installation and be only work-related software. Examples of inappropriate software for an employee to install on BPS Laptops include, but are not limited to, games, computer wallpaper, weather notifications, and/or non-work related file sharing services.

3.2 Data Backup

- A. Employees using a BPS Laptop should routinely back-up files stored on their BPS Laptop to Employees' network folder or another storage source to reduce the risk of lost data. The BPS Help Desk (ext. 6868) is available to guide employees regarding what type of files should be backed up.
- B. To streamline troubleshooting, email questions or concerns to your respective school's technology staff who will address the issue as appropriate.
- C. By the last day of school, BPS Laptops need to be returned to be re-imaged over the summer (or sooner if necessary). If a BPS Laptop will be used for course work or summer workshops, arrangements need to be made for a later drop off date with IT Staff and/or the building administrator. This will allow a BPS Laptop to be available and in working order at the start of following school year for the staff's use.
- D. After the re-image process, the BPS Laptop will not contain data that was previously stored on the BPS Laptop. The new laptop image will NOT contain personal data, such as bookmark favorites, Palm desktop data, PowerPoint files, Word files, Excel files, and/or any other personal settings that were previously stored on the laptop. This is why it is essential for the user to retain backup files.

3.3 Staff Responsibilities

- A. Each employee is responsible for adhering to the school committee acceptable use policy. Each employee is responsible for his/her actions, files, passwords and accounts.
- B. Staff-assigned BPS Laptops may be used for student presentations under teacher supervision.

3.4 No Expectation of Privacy

Burlington Public Schools subscribes to state and federal laws with relation to privacy. Employees should have no expectation of privacy with technology including e-mail messages and stored files. Use appropriate judgment and caution in communications. Burlington Public Schools will only access or monitor private files and/or First Class e-mails if a concern arises.

3.5 Laptop Responsibility Between Home and School

- A. Employees shall be responsible for any costs or charges incurred for subscriptions services made without prior approval related to the use of the BPS Laptop while in their possession.
- B. When staff is issued a BPS Laptop he/she is responsible for the BPS Laptop at all times in school and outside of school. Monetary damages will not be assessed unless neglect or abuse is evident.
- C. There should be no expectation that stolen or damaged laptops can or will be replaced.
- D. Only approved and licensed software owned by Burlington Public Schools can be installed on laptops.

Laptop Appropriate Use Staff Agreement Form

I acknowledge that I was provided a copy of the Burlington Public Schools Laptop Appropriate Use Procedure and that I have read the Laptop Appropriate Use Procedure and understand the contents within.

Employee's Printed Name

Employee's Signature

Date: _____

Condition of Laptop Received: _____

Serial No.: _____

Side Letter of Agreement
Between the
Burlington Educators Association
And the
Burlington School Committee

In an effort to facilitate the full participation of all eligible BEA Unit A and Unit D members, the following will serve to interpret Article XVII, Section F of the Unit A agreement:

1. Effective for the 2007-2008 school year, the tuition reimbursement fund will be increased to \$20,000:

July 16, 2007 through October 15, 2007 - \$7,500
November 1, 2007 through February 15, 2008 - \$7,500
March 1, 2008 through May 15, 2008 - \$5,000

2. BEA members will fill out a purchase order and have it signed by their building principal. They will attach a course description, the amount of the course and a copy of proof of payment. The information will not be accepted in the Superintendent's office prior to the dates listed above. The decision of the Superintendent on course approval for reimbursement will be final and not subject to the grievance and arbitration procedure.
3. BEA members who do not receive reimbursement during the first round of funding, may request funding for the same course during the second and third round of funding as well.
4. No BEA member will receive a second course reimbursement prior to May 15, 2008 until every eligible BEA member has had the opportunity to submit reimbursement for their first course reimbursement.