

**AGREEMENT BETWEEN THE
BURLINGTON SCHOOL COMMITTEE
AND UNIT D
OF 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 D

Any and all department heads, team leaders, coordinators and team chairs, including any newly created position that involves similar responsibilities. If a new position is created with responsibilities that overlap with Unit D responsibilities, the Superintendent will meet with the BEA President and a representative of the Unit D bargaining team and discuss the possible placement of said new position within the bargaining unit prior to posting the position.

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

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 Unit D members 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 Unit D member or group of Unit D members with a grievance will first discuss it with his/her/their immediate superior and or principal, either directly or through the Association's 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 Association 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 Association, 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 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 Association 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 Unit D member 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 Association, a grievance affecting a group or class of Unit D members cannot be resolved below the level of the Superintendent, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance will be carried out at Level Two. (The Association 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 the Association. 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

The work day for Unit D Members is 7.5 hours, inclusive of lunch and the applicable school days. Summer school work days will be 7 hours.

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.

B. Any Unit D member who fails, in the judgment of the principal or supervisor, to meet the requirements of Section 1 shall the first time receive an oral warning from the building principal or supervisor; the second time, he will have a conference with the principal or supervisor. The third time, he will have a conference and the principal or supervisor will submit written copies to the Association, 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	hours - 30 minutes

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

- E. 1. Department Chairs shall have at least five (5) planning periods per school week, when possible, one (1)

per day. Other Unit D members who also receive regular classroom assignments shall be credited with the actual instruction time and pro-rated planning time as provided by the Unit A contract for their teaching responsibilities.

2. Unit D members shall use their planning periods for educational purposes.
3. In addition to the planning time referenced in Article III, E. 1., the Special Education Department Chair will be guaranteed an additional one hundred thirty-five (135) minutes a week which will be scheduled in three forty-five (45) minute blocks in order to conduct special education testing and to write educational plans in compliance with the Massachusetts Department of Education requirements. The Special Education Department Chair will not be required to chair special education meetings.

G. Unit D members 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 Unit D members are to return for required evening meetings and in special cases by prior arrangement with immediate superiors.

II. Work Year

Effective July 1, 2008, the work year will be 199 days inclusive of the teachers' school year, except for the Science Coordinator whose school year will be 191 Days inclusive of the teachers' work year. Effective July 1, 2009 Unit D members will be required to work a minimum of 192 days and a maximum of 200 days. Unit D members will be notified in writing by June 30th of the number of days that they will be required to work in the following school year. This number cannot be decreased once determined but can be increased up to 200 days by mutual consent. The additional days will be contiguous with the beginning and end of the teachers' school year, unless it is otherwise mutually agreed upon.

B. Unit D member attendance will be required as follows:

1. Must be available four (4) evenings per school year to attend or participate in curriculum presentations or other school sponsored events, not including when presence has been requested for School Committee meetings. Attendance will not be for supervisory purposes only unless an effort to secure volunteers has been made.
2. Must attend up to two (2) Wednesday afternoon meetings per month not to exceed 60 minutes in duration for the purposes of faculty communication/coordination and/or curriculum development and implementation.
3. Department Heads and Coordinators must attend up to one (1) additional planning meeting per month with the Assistant Superintendent or work up to approximately twenty (20) additional hours per year to be determined by the Assistant Superintendent.

III. Unit D Member's Teaching Load

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

B. Whenever possible, in grades 7-12 the academic Unit D member 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 Unit D members, whenever possible.

C. In grades 7-12 Unit D members shall not be assigned more than twenty (20) instructional periods per week. 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.

D. Department heads supervising 16 or more teachers shall teach two (2) classes. Department heads supervising 9-15 teachers shall teach three (3) classes. Department heads supervising 0-8 teachers shall teach four (4) classes.

IV. 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 Unit D member 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 |

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 educators as possible.

Article V

SPECIAL PERSONNEL

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

EMPLOYMENT AND RESIGNATION

A. Full credit shall be given Unit D members for previous teaching or school administration experience upon initial employment in Burlington provided they meet existing requirements of the Salary Schedule.

B. After September 1, 1971, all Unit D members 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 or school administration experience. Unit D members 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 Unit D members who had left either for military service, Peace Corps or the equivalent.
2. A Unit D member 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 or supervisor 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 1/196 of the annual contract amount (1/188 for the Science Coordinator). Effective June 30, 2008, one day will be considered 1/200 of the annual contract amount (1/192 for the Science Coordinator).

G. CERTIFICATIONS – all current members must obtain appropriate certification as required by the DOE within three (3) years. All future appointments must obtain appropriate certifications as required by the DOE within one (1) year of appointment. The Superintendent will provide specific requirements for each position.

Article VII

ASSIGNMENT

A. Unit D members 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 if applicable, 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 Unit D member in writing.

B. In order to assure that pupils are taught by Unit D members working within their areas of competence, Unit D members 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. Unit D members 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 Unit D members will be notified of their designated schedule by June 15, to the extent possible.

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

Article VIII

TRANSFERS/VACANCIES/REASSIGNMENTS

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 2.

B. Unit D members desiring a transfer to a Unit A or Unit D position will submit a written request to the Superintendent of Schools stating the assignment preferred with a copy to the principal where applicable 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. (This provision is subject to Unit A ratification).

C. Notice of transfer will be given to Unit D members as soon as practicable and under normal circumstances not later than May 15.

D. Permanent positions in Unit A or Unit D 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 Unit D member 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.

E. When a Unit D member 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 Unit D member will be paid on the Unit D member's' pay scale. When a Unit D Member is granted a paid leave of absence prior to March 1st for the entire next school year, the opening will be posted as a temporary vacancy and paid on the Unit D Member's pay scale.

F. 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.

G. All possible vacancies (as a result of resignations, retirements or newly created positions) across the school district shall be posted district-wide before principals or the Superintendent make placement decisions for the following school year so as to allow teachers and Unit D members to first apply for all vacancies.

H. Unit D 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.

I. Any Unit D work necessary above and beyond the contract shall be posted. 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

EVALUATION

A. All monitoring or observation of the work performance of a Unit D member will be conducted openly and with full knowledge of the Unit D member. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Unit D members 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. Unit D members will acknowledge having seen the report by affixing their signature to the evaluation report.

B. Unit D members will have the right, upon request, to review the contents of their personnel file. A Unit D member 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 Unit D member will be reprimanded because of a complaint from a parent, student or any other person outside the administration without the right to present his/her case or viewpoint. Nothing shall be inserted into a staff member's personnel file regarding a complaint until after the Unit D member is allowed to provide his or her viewpoint and the letter is discussed with the Unit D member at a meeting between the Unit D member, (who may be accompanied by an Association representative) and his or her supervisor.

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

E. The parties will continue to use the appropriate forms set forth in Appendix J (Special Ed Team Chairs would be evaluated using Team Leader Forms, while Coordinators would be evaluated using Department Head forms). A working Committee will be formed to develop revised form using standards in curriculum development, models for instruction, capacity building /professional development, and evaluation of others.

- Evaluations will be conducted annually during first three years, and then every other year thereafter. Unit D members who were previously unit A members will continue on their same evaluation cycle.
- Goal setting will be done annually.
- Review applicability of observations and keep evaluations to one on one meeting's with input from principals.

Article X

SCHOOL FACILITIES

- A. All custodial fees incurred in paragraphs C & E below will be paid by the Burlington Educators Association. Building use shall be approved by the Director of Finance and Operations 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 Unit D members at their place of assignment when such access will not interfere with assigned duties of the Unit D members 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. Unit D members shall have access to the private use of a school phone.
- H. No Unit D member will be prevented from wearing pins or other identification of membership in the Association or any other organization.

Article XI

LEAVES

All Unit D Members who were previously members of Unit A will carry over all leave days that were previously accrued under the terms of the Unit A contract.

- A. Effective July 1, 2007, all Unit D members 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. Unit D members 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 Unit D members 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 Unit D member 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 Unit D member 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 Unit D member may be asked for further medical certification. Except in cases of emergency, the Unit D member shall notify the Superintendent at least one (1) month in advance of the expected date of the commencement of maternity leave of absence.
- b. Unit D members shall be granted maternity leave of absence up to two (2) years without pay following the effective date of leave. Unit D members shall return from such leave at the beginning of school in August 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 Unit D member shall retain all rights and privileges as stated under Article XIV.
5. Unit D members returning from all unpaid leaves shall be guaranteed a position for which they are qualified within Unit D but not necessarily the position that they left prior to the onset of the leave. Unit D members returning from the leave are subject to provisions of Article XXVIII.

B. Effective July 1, 2006, all Unit D members 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 or vacation 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 Unit D member 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 two (2) bargaining unit members 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. Members of Unit D shall continue to be eligible for participation in the Sick Leave Bank of the Burlington Educators Association.

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 Unit D member's employment and for any legal proceeding for which a Unit D member 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. Unit D members 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. Visitation to schools in other districts, attendance at meetings, or participation in workshops or conferences of an educational nature at the discretion of the Superintendent or designee. Any out-of-state travel would also require School Committee approval.
7. Leave taken pursuant to Section III, 1-6 above will be in addition to any sick leave to which the Unit D member is entitled.

IV. Jury Duty

Unit D members shall not suffer any loss of pay if required to perform jury duty.

Article XII

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 Unit D member, 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. Unit D members 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 Unit D member 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 XIII

TUITION WAIVER

Unit D members who are not residents of Burlington shall have the opportunity to send their children to the Burlington Public Schools at no cost. Unit D members 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 Unit D member. 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 XIV

SUBSTITUTE TEACHERS

A. The present system regarding substitute teachers will remain in effect regarding a Unit D Member's teaching responsibilities.

B. Whenever possible, regular permanent Unit D members will not lose any planning periods because of Section A.

Article XV

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

A. The School Committee will pay the cost of in-service courses sponsored by the School Committee. Administrators who wish to attend courses for professional improvement may be allowed to design the working day subject to the approval of the Superintendent of Schools.

B. The School Committee will pay the reasonable expenses including fees, meals, lodging and/or transportation incurred by Unit D members 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 Unit D member 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 XIV of this contract.

The composition of said Academic Review Board shall be:

4 BEA Members	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 for the 2008-2009 school year, the tuition reimbursement fund will be increased to a total of \$20,000 for Unit A and Unit D members. The money will be distributed as follows:

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

1. BEA Unit A and Unit D 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.
2. BEA Unit A and Unit D 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.
3. No BEA Unit A or Unit D member will receive a second course reimbursement prior to May 15, 2008 until every eligible BEA Unit A and Unit D member has had the opportunity to submit reimbursement for their first course reimbursement.
4. Effective July 1, 2009 the Burlington School Committee agrees to establish a tuition reimbursement fund of not less than \$3,000 for the purpose of reimbursement to Unit D members for the cost of college tuition. The fund shall be renewed each school year. Applications for course approval must be submitted to the Superintendent by October 15, February 15 or May 15 depending on the semester. The Superintendent has the sole discretion to approve or deny the requested course. Unit D members shall be reimbursed \$500 per college class upon proof, by official transcript, of completion of the approved course with a passing grade. No Unit D member shall receive a second course reimbursement until every Unit D member has had the opportunity to receive reimbursement for their first course. The decision of the Superintendent shall be final and shall not be subject to the parties' grievance and arbitration procedure.

Article XVI

PROTECTION

- A. Unit D members 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 Unit D member for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the Unit D member, the police, and the courts.
- C. If criminal or civil proceedings are brought against a Unit D member 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. Unit D members 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 Unit D member 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 Unit D member 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 XVII

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 health care plans, whichever applies in the particular case, (for Blue Cross Blue Shield or its' 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 so 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 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. Unit D members 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 Unit D member.

Article XVIII

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 Unit D member 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 D to recommend textbooks and to use all communication channels presently in operation.

Article XIX

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 Unit D members individually and voluntarily authorize the School Committee to deduct, and to transmit the monies promptly to such association or associations. Unit D member 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. Unit D members 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 Unit D member, 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 Unit D member's employment or the effective date of this agreement, whichever date shall be later.

E. Unit D members 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 Unit D member shall specify in writing.

Article XX

PAYMENT OF WAGES

A. Unit D members 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 Unit D members return to work. In the event that Unit D members 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, Unit D members will be paid on the previous day.

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

Article XXI

PREPARATION OF CONTRACT

The School Committee will assume responsibility for reproducing this agreement with the understanding that the Committee will supply the BEA with fifty (50) copies.

Article XXII

EMPLOYEE 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 Unit D member 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 Unit D member for the following school year; and such decision to not appoint a nontenured Unit D member will not be subject to the grievance and arbitration provisions of this agreement.

Article XXIII

CHAPTER 766

- A. Every effort will be made to provide coverage for the teaching responsibilities of Unit D members participating in core evaluations during regular school hours by personnel other than Unit D members 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 XXIV

RECOGNITION

All Unit D members who contribute to a published curriculum will be recognized.

Article XXV

LAYOFF AND RECALL

Unit D members shall maintain current bumping rights to Unit A. This would not apply to Unit D Members that were not previously members of Unit A (although their years in Unit D would count towards seniority and professional status).

A. Should the Committee determine that it is necessary to reduce the number of Unit D members 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.

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

- a. has been paid as a teacher or Unit D member 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 Unit D member 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 Unit D member for up to \$150 per credit for each such course.
 - iii) Unit D members 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 Unit D member 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 Unit D members 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 Unit D member shall be laid off if there is a nontenured Unit D member occupying a position which the tenured Unit D member 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 Unit D member, 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 Unit

D members in each area are initially designated for layoff. Each of these Unit D members 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 Unit D members in grades 7 and 8
Classroom 7 and 8	All Unit D members in subject areas 7 and 8
Classroom 9-12	All Unit D members in subject areas 9-12 and secondary certified in subject area in grades 7 and 8

Note:

- a. Elementary certified Unit D members in grades 7 and 8 do not need teaching or courses to "bump" into K-6.
 - b. Secondary certified Unit D members in grades 7 and 8 do not need teaching or courses to "bump" into 9-12.
 - c. Elementary certified Unit D members in grades K-6 do not need teaching or courses to "bump" into 7 and 8.
 - d. Secondary certified Unit D members 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 Unit D members 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 Unit D members designated in the preceding section (C.3) is/are suitable for assignment to another area, then the Unit D member(s) shall be reviewed with all the Unit D members in the other area(s). If a designated Unit D member has greater seniority than any Unit D member in the other area, then the initial designation for layoff shall be rescinded and the Unit D member with the least seniority in that area shall, if necessary, be designated for layoff. This newly designated Unit D member 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 Unit D member 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 Unit D member is qualified, then the designated Unit D member shall be assigned to that position. If more than one designated Unit D member is so qualified, then the senior most Unit D member shall be assigned to the position.
7. Special Provision for Exceptions - Subject to the following, the Superintendent may exempt certain tenured Unit D members 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 Unit D member 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 Unit D member evaluations performed pursuant to Appendix J. and recorded on the Unit D member Evaluation Instrument, exclusive of Section IV.5. thereof, from the 1980-1981 school year and thereafter.
 - d. The Superintendent's decision to exempt a Unit D member 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 Unit D member(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 Unit D member 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 Unit D members 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 Unit D member at his/her last known address. If a Unit D member refuses recall to a suitable position, then that Unit D member shall not be subject to any further recall. Failure of a Unit D member 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 XXVI

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 XXVII

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, 2008 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 June 30, 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 January 27, 2009.

For the School Committee:
Michael F. DeSimone, Chairman
Christine M. Monaco, Vice Chairman
Thomas F. Murphy
John L. Vanella
Steve A. Nelson

For the Association:
Diana Marcus, 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.

Study to be pursued must be approved by the Superintendent of Schools. Courses must be in or closely allied to the Unit D members' 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.

All new hires to Unit D positions will be placed on the appropriate Step and column of the salary scale in Appendix B. determined by paragraphs one and three above.

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.

Once a Unit D member 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.

Longevity

Effective July 1, 2006 a longevity stipend of \$2,000 shall be paid to each Unit D member 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 Unit D member 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 Unit D member each year who has completed fifteen (15) years of service in Burlington. Effective July 1, 2010 a longevity stipend of \$2,200 shall be paid to each Unit D member each year who has completed twenty (20) years of service in Burlington. Effective July 1, 2010 a longevity stipend of \$2,750 shall be paid to each Unit D member each year who has completed thirty (30) years of service in Burlington.

Appendix B

1-Jul-08 3%								
STEP	BA	BA+15	MA/BA+36	MA+15	MA+30	MA+45	MA+60	Doctorate
1	42808	44728	47417	49338	51260	53180	54332	55102
2	44728	46647	49338	51260	53180	55102	56254	57021
3	46647	48571	51260	53180	55102	57021	58174	58942
4	48571	50490	53180	55102	57021	58942	60095	60864
5	50876	52795	55485	57407	59327	61248	62401	63169
6	53180	55102	57790	59711	61633	63553	64707	65473
7	55485	57407	60095	62017	63936	65858	67011	67779
8	57790	59711	62401	64322	66241	68163	69316	70084
9	60095	62017	64707	66627	68548	70470	71621	72389
10	62401	64322	67011	68932	70853	72774	73926	74696
11	64471	66392	69081	71002	72923	74844	75996	76766
12	66778	68699	71388	73309	75230	77151	78303	79073

1-Jan-09 add \$800								
STEP	BA	BA+15	MA/BA+36	MA+15	MA+30	MA+45	MA+60	Doctorate
1	43608	45528	48217	50138	52060	53980	55132	55902
2	45528	47447	50138	52060	53980	55902	57054	57821
3	47447	49371	52060	53980	55902	57821	58974	59742
4	49371	51290	53980	55902	57821	59742	60895	61664
5	51676	53595	56285	58207	60127	62048	63201	63969
6	53980	55902	58590	60511	62433	64353	65507	66273
7	56285	58207	60895	62817	64736	66658	67811	68579
8	58590	60511	63201	65122	67041	68963	70116	70884
9	60895	62817	65507	67427	69348	71270	72421	73189
10	63201	65122	67811	69732	71653	73574	74726	75496
11	65271	67192	69881	71802	73723	75644	76796	77566
12	67578	69499	72188	74109	76030	77951	79103	79873

Appendix C

1-Jul-09 3%								
STEP	BA	BA+15	MA/BA+36	MA+15	MA+30	MA+45	MA+60	Doctorate
1	44916	46893	49663	51642	53622	55599	56786	57579
2	46893	48871	51642	53622	55599	57579	58766	59556
3	48871	50852	53622	55599	57579	59556	60743	61534
4	50852	52829	55599	57579	59556	61534	62722	63514
5	53226	55203	57973	59953	61931	63910	65097	65888
6	55599	57579	60347	62326	64305	66284	67472	68261
7	57973	59953	62722	64701	66679	68658	69845	70637
8	60347	62326	65097	67075	69053	71032	72219	73011
9	62722	64701	67472	69450	71428	73408	74594	75385
10	65097	67075	69845	71824	73802	75781	76968	77760
11	67229	69208	71977	73956	75934	77913	79100	79893
12	69605	71584	74354	76332	78311	80289	81476	82269

Appendix D

1-Jul-10 2.50%								
STEP	BA	BA+15	MA/BA+36	MA+15	MA+30	MA+45	MA+60	Doctorate
1	46039	48066	50905	52933	54962	56989	58206	59018
2	48066	50093	52933	54962	56989	59018	60235	61045
3	50093	52123	54962	56989	59018	61045	62262	63073
4	52123	54150	56989	59018	61045	63073	64290	65102
5	54556	56583	59422	61452	63480	65508	66724	67535
6	56989	59018	61856	63884	65913	67941	69159	69968
7	59422	61452	64290	66319	68345	70375	71591	72403
8	61856	63884	66724	68752	70779	72808	74025	74836
9	64290	66319	69159	71186	73214	75243	76459	77270
10	66724	68752	71591	73619	75647	77675	78892	79704
11	68910	70938	73777	75805	77833	79861	81078	81890
12	71346	73374	76213	78241	80269	82297	83513	84326

APPENDIX E

- A. All Unit D members currently holding positions for the 2008-2009 work year will continue to be compensated using the following ratio system.

Ratios based on master's maximum or academic preparation, whichever is higher.
The following ratio schedule shall exist:

Step 1	.07	First year
Step 2	.08	Second year
Step 3	.09	Third year
Step 4	.10	Fourth year
Step 5	.11	Fifth year and beyond

The following exceptions will exist effective July 1, 2008:

The Middle School/High School Team Chair will be at the .10 ratio
The Special Education Department Head will be at .09 ratio
The Middle School Team Leader will be at .11 ratio
The Elementary Team Chair will be at .09 ratio

All other positions will advance one ratio step above the previous year's placement.

- B. Effective January 1, 2009: All New Unit D hires will be compensated using the following ratio system.**
Ratios based on Masters 30 Maximum.

Step 1	.07	First year
Step 2	.08	Second year
Step 3	.09	Third year
Step 4	.10	Fourth year
Step 5	.11	Fifth year and beyond"

APPENDIX F

How Salaries Were Calculated

- A. The following will be applied to determine final salaries for each current employee holding a Unit D position.

FINAL Salaries for July 1, 2008 were determined using the following formulas:

Two calculations will have to be made due to the increase on January 1, 2009.

Take the salary you would make under Appendix B.

- For all Unit D positions apply the ratio noted above.
- All curriculum coordinator positions use .08 in the first year of the contract
*Science Coordinator use .08 then add 6994 in first year of the contract,
- Add Longevity if you qualify

Add the salary from Appendix B + ratio amount + longevity = Your Base Salary

- *Science Coordinator base salary = same as above +6994 in first year

For required longer work year

Take your base salary above and divide by 188

This is your per diem pay.

Multiply the per diem pay by 12 and add into your base salary except for the Science Coordinator multiplies by 4.
The Department Heads and Curriculum Coordinators add 700.

The FINAL SALARY for July 1, 2009 and July 1, 2010 will be calculated by taking the salary you would make under Appendix C or D.

- For all Unit D positions apply the ratio noted above.
- All curriculum coordinators positions use .09 in the second year of the contract, and .10 in the third year of the contract
*Science Coordinator use .09 then add 7204 in the second year of the contract, and .10 then add 7384 in the third year of the contract.
- Add Longevity if you qualify

Add the salary from Appendix C or D + ratio amount + longevity = Your Base Salary

* Science coordinator base salary = same as above +7204 in the second year of the contract, or +7384 in the third year of the contract.

For required longer work year

Take your base salary above and divide by 188

This is your per diem pay.

Multiply the per diem pay by the number of additional days you are required to work that year above the teachers' school year and add into your base salary.

The Department Heads and Curriculum Coordinators add 700."

B. Effective January 1, 2009: New Unit D hires will calculate their salaries by taking the salary you would make under Appendix B, C, or D.

- For all Unit D positions apply the ratio noted for new hires in Appendix E, B.

- Add Longevity if you qualify
- Add the salary from Appendix B, C, or D + ratio amount + longevity = **Your Base Salary**
- **For required longer work year**
- Take your base salary above and divide by 188
- This is your per diem pay.
- Multiply the per diem pay by the number of additional days you are required to work that year above the teachers' school year and add into your base salary.
- The Department Heads and Curriculum Coordinators add 700."

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

Unit D members 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 Eligibility Leave Days Utilized</u>	<u>Incentive Days</u>	<u>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 Unit D members' accumulated sick leave days when the incentive amount is paid. Unit D members will notify the School Department of their intent to participate by September 1 of each school year. Unit D members will receive their incentive payments two weeks after the completion of the respective school year.

APPENDIX G

Extracurricular Positions

Unit D members shall continue to be eligible for the extracurricular and coaching positions found in Appendices F and G of the Unit A contract and will be paid in accordance with the provisions of that contract.

APPENDIX H

Work Beyond Normal Year

- A. Effective September 1, 2007, Persons covered by the collective bargaining agreement shall receive 1/196 of their salary for performance of their regular school duties beyond the normal work year, except for the

Science Coordinator whose work beyond the normal school year will be calculated as 1/188 of his/her salary. Effective July 1, 2008, persons covered by the collective bargaining agreement, will receive a per diem rate of 1/188 of their base salary for performance of their regular school duties beyond the normal school year. Base salary includes salary step placement, ratio, and longevity. Computation of additional required days will begin the day following the teachers' last day.

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.

APPENDIX I

Creating new evaluation instruments will be held in abeyance. The Negotiating Team will meet once monthly with the Superintendent and/or designee to develop new evaluation instruments. Until those new instruments are ratified, the current evaluation instruments and procedures will be adhered to.

Evaluation Procedures

I. Prime Evaluator

A. The Prime Evaluator is the major source for assessing that the goals and objectives agreed upon by the Unit D member, Prime Evaluator and administrator are being met within the philosophy of the Burlington Public Schools and that the Unit D member 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 Unit D member 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.

The Prime Evaluator for Department Heads will be the High School Principal. The Prime Evaluator for Teams Leaders will be the Middle School Principal. The Prime Evaluator for Curriculum Coordinators will be the Assistant Superintendent for Curriculum and Instruction with input from the building principals. The Prime Evaluator for the Special Education Team Chairs will be the Director of Pupil Services.

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 Unit D member during the year in which the Unit D member 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 Unit D member between

May 1 and the close of the school year during which the Unit D member 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 Unit D member.

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 Unit D member 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 Unit D member 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 Unit D members shall be formally evaluated every other year. Unit D members 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 Unit D member, the Superintendent may permit the evaluation of that Unit D member during a school year who would otherwise not be subject to evaluation.

A minimum of one formal written evaluation for TENURED Unit D members 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 Unit D member is to be formally evaluated. This evaluation shall be due on May 1. The number of evaluations for tenured Unit D members 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 Unit D members, 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 Unit D members will be at the discretion of the Prime Evaluator and administrator depending upon teaching performance and observations during any designated period.

C. All Unit D members who were previously Unit A members will continue on their same evaluation cycle.

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 Unit D member'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.

E. Special Education Team Chairs would be evaluated using Team Leader Forms, while Coordinators would be evaluated using Department Head forms. A working Committee will be formed to develop revised form using standards in curriculum development, models for instruction, capacity building /professional development, and evaluation of others.

- Evaluations will be conducted annually during the first three years, and then every two years.
- Goal setting will be done annually
- Review applicability of observations and keep evaluations to one on one meetings with input from principals

VI Professional Improvement Plan

If the evaluator states that a Unit D member's performance has been "unsatisfactory" on any of the criteria, then a remediation plan to help the Unit D member improve shall be developed no later than May 15. The remediation plan shall include specific goals for the Unit D member; 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 Unit D member'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 Unit D member, 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 Unit D member whose performance is unsatisfactory in the area(s) noted above.

BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL PERFORMANCE APPRAISAL FOR DEPARTMENT HEADS

Teacher's Name: _____ School: _____

Date of Hire: _____ Years of Service: _____ Date of Evaluation _____

Assignment:

	Satisfactory	Developmental Area	Unsatisfactory
I. Currency In the Curriculum 1. The teacher demonstrates required knowledge of subject area.			
II. Effective Planning and Assessment of Curriculum and Instruction 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.			
III. Effective Management of Classroom Environment 6. The teacher manages the classroom in an effective manner.			
IV. Effective Instruction 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.			
V. Promotion of High Standards and Expectations for Student Achievement 10. The teacher plans a program of study that meets the individual needs, abilities, and learning style of students.			
VI. Promotion of Equity and Appreciation of Diversity			

11. The teacher strives to ensure equitable opportunities for student learning.			
12. The teacher demonstrates appreciation for and sensitivity to diversity among individuals.			
13. The Department Head reviews curricular, instruction, and assessment practices and materials to insure that no bias is present.			
VII. Fulfillment of Professional Responsibilities			
14. The teacher communicates effectively with parents.			
15. Teacher communicates professionally with peers.			
16. The teacher assists the administration in implementing policies and rules governing students' life and conduct.			
VIII. Fulfillment of Instructional Leadership			
17. The Department Head supports and participates in on-going professional development.			
18. The Department Head holds teachers accountable for having high standards and positive expectations for all students.			
IX. Fulfillment of Organizational Leadership			
19. The Department Head speaks knowledgeable and articulately when representing the department.			
20. The Department Head writes clear, concise memos and reports.			
21. The Department Head facilitates problem solving.			
X. Fulfillment of Administration and Management			
22. The Department Head carries out personnel selection, supervision, evaluation and management functions effectively.			
23. The Department Head prepares budget materials using standard fiscal practices.			
24. The Department Head plans effective department meetings and communicates regularly with department members.			
25. The Department Head develops an equitable departmental schedule, working collaboratively with the building administrators.			

Narrative

This section should address the Department Heads performance using the categories delineated on the checklist. (Use additional sheet if necessary.)

Tenured

_____ To be evaluated in two years. (Optional)

Evaluatee's Signature

Nontenured

_____ Recommend reappointment.

Evaluator's Signature

Evaluator (Print Name)

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

2/06

BURLINGTON PUBLIC SCHOOLS
PROFESSIONAL PERFORMANCE APPRAISAL FOR TEAM LEADERS

Teacher's Name: _____ School: _____

Date of Hire: _____ Years of Service: _____ Date of Evaluation _____

Assignment:

	Satisfactory	Developmental Area	Unsatisfactory
I. Effective Instructional Leadership			
1. Facilitates the development and implementation of a shared mission as stated in teacher and parent handbooks.			
2. Encourages and uses a variety of strategies to assess student performance.			
3. Applies current research, principals, and practices of effective teaching.			
4. Promotes and models the effective use of appropriate technologies.			
5. Holds teachers accountable for having high standards and positive expectations for all students.			
6. Works with teachers and other staff to supervise and evaluate their performance, using standards, and to identify areas for growth.			
7. Supports on-going professional development.			
II. Effective Organizational Leadership			
8. Applies research and organization skills.			
9. Communicates expectations in a clear and effective manner.			
10. Creates a positive, informed climate for teaching and learning.			
11. Plans for, models, and encourages collaboration and shared decision making.			
12. Demonstrates ability to organize and manage large group activities.			
13. Anticipates problems and responds appropriately.			

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<p>III. Effective Administration and Management</p> <p>14. Carries out personnel selection, supervision, evaluation and management functions effectively.</p> <p>15. Applies current knowledge of policy and legal requirements within the scope of his/her responsibilities.</p> <p>16. Prepares appropriate budget materials using standard fiscal practices.</p> <p>17. Plans effective meetings that support school initiatives.</p> <p>18. Participates in school-wide or system-wide committees.</p> <p>19. Demonstrates and promotes an atmosphere of respect for others.</p> <p>20. Assists the principal in the implementation of school-wide scheduling practices.</p>			
<p>VI. Promotion of Equity and Appreciation of Diversity</p> <p>21. Strives to ensure equity among programs and learning opportunities for staff, students, and parents.</p> <p>22. Reviews curriculum, instruction, and assessment practices to ensure that no bias is present.</p> <p>23. Demonstrates appreciation for and sensitivity to the diversity among individuals.</p>			
<p>V. Professional Relationships and Attitude</p> <p>24. Interacts with other staff in a clear, direct, responsive and collegial manner.</p> <p>25. Promotes professional development by supporting school and system-wide training.</p> <p>26. Participates in activities that increase repertoire of instructional skills and leadership competencies.</p>			

Narrative

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

Tenured

_____ To be evaluated in two years. (Optional)

Evaluatee's Signature

Nontenured

_____ Recommend reappointment.

Evaluator's Signature

Evaluator (Print Name)

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

APPENDIX J

Mentoring Program

Veteran professional staff shall be given the opportunity to serve as a mentor leader. Each mentor leader will receive a stipend of \$3,000. Unit D members cannot serve as mentors.

APPENDIX K

Presidential Release Time

If a Unit D member is elected President of the BEA, the parties agree that they will meet to negotiate a commensurate release time schedule.

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 Unit D member 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.

Side Letter of Agreement
Between
The Burlington School Administration
The Burlington School Committee
And
The Burlington Educators Association

The Superintendent of Schools has a responsibility to students and staff to ensure that employees who are present at work are fit for work. The Superintendent of Schools, acting in his/her capacity as employer, has the discretion to require a second medical opinion from a medical practitioner of his/her choosing or additional medical assessment by the employee's doctor when there is a reasonable basis for questioning whether the employee is disabled from work and/or whether the employee is fit to undertake his/her duties. Teachers will not be requested and/or ordered to participate in a medical evaluation or an assessment of their physical, emotional or mental health unless there is a documented basis for the request and/or order and this request/order is delineated in writing to the teacher with a copy to the President of the Association.

The basis for such a request/order may be based on a demonstrated pattern of the following indicators:

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self control and self discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and hallucinations;
- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;
- Memory losses;
- A pattern of impatience or impulsiveness, especially with a loss of temper;
- Unexplained and excessive lateness or absenteeism;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of his or her position;
- The extent to which a period of rehabilitation has been satisfactorily completed;
- The validity of the report of the employee's personal medical practitioner;

- The extent to which the employee’s medical practitioner has taken into consideration the demands of the workplace.

If the results of the examination show that the employee qualifies for a reasonable accommodation, the employee will be afforded all of his or her rights in accordance with the Americans with Disabilities Act and General Laws 151B. Furthermore, if an employee demonstrates the need or requests a reasonable accommodation, the employer reserves the right to seek a second medical opinion as part of determining whether or not a reasonable accommodation can be granted.

The Association reserves the right to challenge any request and/or order from the Superintendent to a member which will require the member to participate in a medical evaluation or assessment. The Association right to challenge the request/order will include any and all rights pursuant to the collective bargaining agreement and the Law. The parties agree to utilize an expedited arbitration process to settle challenges not resolved in the grievance procedure.

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 lifelong 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 assess 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.

Adopted by the Burlington School Committee: 4/8/08

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.

Adopted by the Burlington School Committee: 4/8/08

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.: _____