

AN AGREEMENT
BETWEEN THE
BRAINTREE SCHOOL COMMITTEE
AND THE
BRAINTREE EDUCATION ASSOCIATION

September 1, 2009 to August 31, 2010

and

September 1, 2010 to August 31, 2013

NAME: _____

SCHOOL: _____

FOR THE BRAINTREE SCHOOL COMMITTEE:

David Cunningham, Chairman
Shannon Hume, Vice-Chairman
David Ringuis, Recording Secretary
Melissa Berman McDonald
Pamela Kiley
Joseph C. Sullivan, Mayor
Joseph Zarrella

NEGOTIATING COMMITTEE:

David Cunningham
Shannon Hume
David Ringuis

FOR THE MAYOR:

Peter Morin
Carolyn Murray

FOR THE BRAINTREE EDUCATION ASSOCIATION:

Larry Kramer, President
Christine Giacomozzi, Vice President
Rhonda Terrill, Treasurer

NEGOTIATING COMMITTEE:

Unit A: Holly Belmosto, Chairperson
Kevin Coyne
Christine Giacomozzi
Cynthia MacAleese
Elaine Rooney
Michael Stewart
Kathy Tuffy
Unit B: Nancy Moynihan
Unit C: Regina Sullivan
Unit D: Marie Rountree
Unit E: Virginia Holmes
Unit F: Janice Molloy
Unit G: Janice Garrigan
Unit H: Janice Garrigan
Larry Kramer, Ex-Officio

TABLE OF CONTENTS

ARTICLE		PAGE NO.
PREAMBLE	1
ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE	2
ARTICLE 3	NEGOTIATION PROCEDURE	3
ARTICLE 4	GRIEVANCE PROCEDURE	3
ARTICLE 5	SALARIES	5
ARTICLE 6	CLASS SIZE	5
ARTICLE 7	SPECIALISTS AND SPECIAL PROGRAMS	6
ARTICLE 8	TEXTBOOKS	6
ARTICLE 9	TEACHER EVALUATION.....	7
ARTICLE 10	VACANCIES AND PROMOTIONS.....	8
ARTICLE 11	TEACHING HOURS	9
ARTICLE 12	NON-TEACHING DUTIES.....	10
ARTICLE 13	TEACHER ASSIGNMENT.....	11
ARTICLE 14	TRANSFERS	11
ARTICLE 15	TEACHER EMPLOYMENT	12
ARTICLE 16	SICK LEAVE.....	12
ARTICLE 17	BRAINTREE PUBLIC SCHOOLS CALENDAR.....	13
ARTICLE 18	TEMPORARY LEAVES OF ABSENCE	14
ARTICLE 19	EXTENDED LEAVES OF ABSENCE	16
ARTICLE 20	SABBATICAL LEAVES.....	18
ARTICLE 21	TEACHER FACILITIES	18
ARTICLE 22	REDUCTION IN STAFF.....	19
ARTICLE 23	SUBSTITUTES.....	22
ARTICLE 24	INSURANCE	23
ARTICLE 25	PROFESSIONAL DEVELOPMENT AND IMPROVEMENT/RECERTIFICATION.....	24

ARTICLE 26	PERSONAL INJURY BENEFITS	25
ARTICLE 27	POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS	26
ARTICLE 28	USE OF SCHOOL FACILITIES	26
ARTICLE 29	PAYROLL DEDUCTION	26
ARTICLE 30	GENERAL	27
ARTICLE 31	SICK LEAVE BANK.....	28
ARTICLE 32	ADMINISTRATIVE FACILITIES AND WORKING CONDITIONS.....	29
ARTICLE 33	REGISTERED NURSES	30
ARTICLE 34	ADMINISTRATIVE ASSISTANTS	33
ARTICLE 35	PARAEDUCATORS.....	37
ARTICLE 36	TITLE I TEACHERS	41
ARTICLE 37	OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS	43
ARTICLE 38	CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS AND PHYSICAL THERAPIST ASSISTANTS.....	43
ARTICLE 39	ACADEMIC FREEDOM.....	44
ARTICLE 40	AGENCY SERVICE FEE.....	44
ARTICLE 41	NO STRIKE-LOCKOUT	46
ARTICLE 42	HEALTH AND SAFETY	46
ARTICLE 43	DURATION	46
APPENDIX A	SALARIES	47
APPENDIX B	EVALUATION PROCEDURES, STANDARDS AND FORMS.....	65
APPENDIX C	HEALTH INSURANCE CO-PAY SCHEDULE.....	116
APPENDIX D	MENTORING PROGRAM.....	117
APPENDIX E	RECERTIFICATION	121
APPENDIX F	POLICY AND PROCEDURE FOR HANDLING COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS	122
APPENDIX G	CORI AGREEMENT	124
CALENDARS	125
INDEX	129

PREAMBLE

The School Committee of the Town of Braintree and the Braintree Education Association agree that the educational welfare of the children of the Braintree Public Schools is paramount in the operation of the schools. The parties further agree that the development and fulfillment of educational programs of the highest quality require harmonious working relationships among the School Committee, the administrative staff, the teaching staff, the administrative assistants, and the nurses. In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction, the parties do hereby agree as follows:

In order to effectuate the provisions, and to encourage and abet effective and harmonious working relationships between the Braintree School Committee (hereinafter called the "Committee") and the professional staff in order that the cause of public education may best be served in Braintree; this agreement is made and entered into on the first day of September by and between the School Committee and the Braintree Education Association (hereinafter called the "Association").

Article 1 RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any question arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committees:

Unit A: All full-time and regular part-time classroom teachers, media specialists, guidance counselors, school adjustment counselors, special subject teachers, special needs teachers, and school psychologists.

Unit B: Assistant principals, directors, supervisors, and housemasters, but excluding the Superintendent, the Assistant Superintendent, Principals, and Business Manager.

Unit C: Registered Nurses.

Unit D: Administrative Assistants.

Unit E: All paraeducators.

- a. Special Needs and Instructional Paraeducators
- b. Media Paraeducators
- c. Computer Lab Paraeducator
- d. Receptionist/Attendance
- e. Hall monitor

Unit F: Title I Teachers

Unit G: Occupational Therapists
Physical Therapists

Unit H: Certified Occupational Therapist Assistants
Physical Therapist Assistants

Unless otherwise indicated, the employees in the above Unit A and Unit B will be hereinafter to as Teachers.

With respect to nurses, Occupational Therapists and Physical Therapists, references to teachers with Professional Teacher Status shall be deemed to refer to nurses, Occupational Therapists and Physical therapists who have completed at least three continuous years of service in the Braintree Public Schools to the extent allowed by law. References to teachers who have not acquired Professional Teacher Status shall be deemed to refer to nurses, Occupational Therapists and Physical Therapists who have not completed three continuous years of service in the Braintree Public Schools to the extent allowed by law.

Articles 1 through Article 4 and Articles 18 and 40 will also apply to Unit C and D listed above. Articles 1, 2, 3, 4, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 40, and Salary Appendix A will apply to Unit E listed above.

Articles 1, 2, 3, 4, 13(D), 18, 24, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41, and Salary Appendix A will apply to Unit F.

Articles 1 to 4, 7, 9, 10, 16 through 20, 22, 24 to 31, Salary Appendix A (Teachers' Salaries), and Appendix D will apply to Unit G.

Articles 1 to 4, 9, 10, 16 to 19, 22, 24 to 31, and Salary Appendix A will apply to Unit H.

Article 2
RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE

A. It is agreed that the Braintree School Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. It is further agreed that the Committee, Superintendent, Building Principals and other designated administrative representatives shall exercise their respective functions, duties and responsibilities in a manner consistent with law and Committee policy, which administrative functions, duties and responsibilities include but are not limited to hiring, promoting/transferring, assigning and retaining employees with the Braintree Public Schools, determining whether to withhold an increment and to suspend, demote, discharge, or take other disciplinary action against employees subject to the provisions of Article 37 of this agreement, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of operations entrusted to the school system, to determine the methods, means and personnel by which such operations ought to be conducted, to establish curricula, and to take whatever action may be necessary to carry out the policies of the Committee and its mission of education in situations of an emergency. Provided, however, that in the exercise of their rights and responsibilities the School Committee, Superintendent and Principals shall not take any action which violates the terms and provisions of this Agreement.

B. The School Committee, acting through its designated administrative representatives, shall have the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Braintree Public Schools, provided that such rules shall be consistent with the terms and provisions of this Agreement.

C. Any reference to the term "Committee" in this Agreement shall include, when appropriate and /or legally required, the Superintendent, Principals, or other designated administrative representatives.

Article 3 NEGOTIATION PROCEDURE

A. Not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning wages, hours, and other conditions of employment for all unit members.

B. The Committee agrees to furnish upon request to the Association published budgets available to the public.

C. When a substantive agreement is reached, it shall then be made in writing and submitted for ratification to the Committee and to the Association. A simple majority constitutes ratification. When approved by both parties, it shall be signed by the respective Chairman of the Committee and the President of the Association.

Article 4 GRIEVANCE PROCEDURE

A. **General Statement.** The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which, from time to time, may arise and affect the conditions of employment covered by this Agreement. The parties recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved, and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of this employee, through regular administrative channels, and that settlement will not be inconsistent with terms of this agreement.

B. **Definition of a Grievance.** A grievance is hereby defined to mean a dispute arising from a complaint by any employee or employees covered by this Agreement relating to the meaning, interpretation, or application of any of the terms and provisions of this Agreement, or a dispute as to the compliance of either party hereto with any of its obligations under this Agreement. This does not limit the Association or the Committee from bringing up for discussion and possible agreement any other differences which might arise between the parties hereto. However, it is mutually agreed that these differences shall not be referable to the grievance and arbitration provisions of this Agreement without mutual consent of both parties hereto.

C. Grievance and Arbitration Procedure. Step 1: The aggrieved employee or the Association shall first discuss the dispute with his principal or immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter informally. If a teacher or the Association does not forward a written grievance to the Superintendent within thirty (30) school days after the teacher or the Association knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Step 4.

Step 2:

- a. If the Association or the aggrieved person is not satisfied with the disposition of the grievance at Step 1, the Association or the aggrieved person may file the grievance in writing with the Superintendent of Schools within 15 school days after the Step 1 meeting or after receiving the response of the Step 1 supervisor, whichever is sooner.
- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.

Step 3.

If the Association or the aggrieved person is not satisfied with the disposition of grievance at Step 2, the Association or the aggrieved person may file the grievance in writing with the School Committee within 15 school days after the Step 2 meeting or after receiving the Superintendent's Step 2 response, whichever is sooner. Within 10 school days after receiving the written grievance, the School Committee will meet with the aggrieved person or the Association for the purpose of resolving the grievance.

Step 4

- a. If the Association or the aggrieved person is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance for binding arbitration to the American Arbitration Association within 30 school days after the Step 3 meeting. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of this agreement. The arbitrator shall have no power to add to, subtract from, or modify this agreement.

d. The arbitrator so selected 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) days from the date of the close of the hearings, or, if oral hearings have been waived, then the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the Arbitrator shall be submitted to the School Committee and to the Association, and subject to law, shall be final and binding provided that the Arbitrator shall not in any way usurp any of the functions of the School Committee or the proper exercise of its rights, powers and authority under the law and as reserved in this Agreement.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary traveling and subsistence expenses will be borne equally by the School Committee and the Association.

D. All documents, communications, and records dealing with the processing of a grievance will be filed apart from the personnel files of the participants.

E. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and will be reproduced and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

F. When an essential employee and/or an aggrieved employee is required by the Superintendent, the School Committee or the Arbitrator to meet during school hours for a resolution of a grievance, that employee will suffer no loss of pay for that day.

Article 5 SALARIES

The salary schedule of all positions covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof.

Article 6 CLASS SIZE

A. The School Committee and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational considerations insure that class size is of the most effective nature for both pupil and teacher. The Committee will endeavor to adhere to the design capacity in assigning students to laboratory stations, listening booths, or other work areas or stations. However, the final decision as to class size will be made by the School Committee in the best interest of all. Whenever possible, no class taught by one teacher will exceed thirty students, and the pupil/teacher ratio in study halls will not exceed 40 to 1.

B. Except in case of emergencies, the School System will be staffed on a system-wide basis to provide in the following classifications a pupil/teacher ratio of not greater than the following:

1. Primary (K-3).....	23
2. Intermediate (4-6)	28
3. Secondary (7-12)	
A. English	23
B. Science	24
C. Social Studies, Mathematics & Language.....	25
4. Elective English writing courses, Grades 11 & 12.....	18

It is the mutual understanding of the parties that this does not require the Committee to assign staff so as to maintain any specific pupil/teacher ratio or maximum class size for any individual class, teacher, grade level, or school in the Braintree School System.

Article 7
SPECIALISTS AND SPECIAL PROGRAMS

Certain special programs are essential to a good educational system. Only trained and qualified personnel should be retained to conduct these programs. Suggestions for programs may be initiated at any level by teachers, administrators, or parents. Requests for additional personnel should go through the usual channels. Teachers in special programs are subject to the same hours, wages, and working conditions as classroom teachers.

Article 8
TEXTBOOKS

A. The Committee will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his own use.

B. When a recommendation for a new textbook at the secondary level is about to be made to the Superintendent, a meeting of all teachers concerned will be called; and at that meeting, the teachers concerned will be given an opportunity to express their opinions and to vote on the textbook desired. A summary of such comment and vote shall be presented to the Superintendent.

C. When a recommendation for a new textbook at the elementary level is about to be made to the Superintendent, the following procedure will be used. Notification of a textbook selection meeting will be included in the Superintendent's monthly calendar. The committee is to be comprised of the assigned Director, assigned Principals, and volunteer affected elementary teachers representing each grade and each school. A Chairperson and recording secretary shall be elected from this group. Posted meetings shall be held regularly.

If the Committee so decides, and if funds, where needed, are available within the constraints of the budget, textbooks can be piloted at each grade level by members of the committee after which time the piloting teachers will present opinions related to curriculum.

At the textbook selection meeting, the textbook committee will recommend to elementary teachers a maximum of three (3) textbooks. Opinions regarding these textbooks will be presented by the piloting teachers for the subject involved (if the textbook has been piloted), and by the Chairperson of the Committee. Any other opinion may be given from the floor.

After this meeting, complete sets of the textbooks and supplemental information, if available, for the textbooks recommended will remain in each school for at least ten (10) school days. Following that, a meeting will be scheduled where a vote of the teachers who will be using the text will be taken. A vote of those in attendance that will use the textbook shall be recorded and presented to the Superintendent. A summary of this vote and the opinions (including a minority report if necessary) shall be presented to the Superintendent as a recommendation of the teachers.

D. It is understood and agreed that the Superintendent possess final authority with regard to the choice of, or changes in, textbooks, and that any decision of the Superintendent in these respects shall not be subject to fact finding, or to the grievance and arbitration provisions of this Agreement.

Article 9 TEACHER EVALUATION

A. The observation and evaluation forms appearing in Appendix B shall be used for the duration of this Agreement. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

B. 1. Chapter 71, Section 42C, General laws of Massachusetts "Records of teachers: Inspection. School officials of cities and towns keeping records concerning any teacher or his work shall, at the written request of the teacher, permit the teacher by appointment to inspect the contents of his personnel folder, files, cards, and records, and to make copies of such contents and records as concern his work or himself."

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

3. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the teacher.

C. The Association recognizes that any Administrator whose job description requires the supervision and evaluation of a staff member has the authority and responsibility of taking appropriate disciplinary action or reprimanding that person for delinquency of professional performance. Non-administrative personnel of the Braintree Public Schools, including substitute teachers, will not initiate written reports concerning the work performance of a teacher.

D. The Braintree Public Schools Teacher Evaluation Form for Teachers with Professional Teacher Status is attached to this Agreement and included therein as Appendix B.

- E. The following procedures shall govern evaluation and observation in the Braintree Public Schools:
1. The procedures set forth in Appendix B shall be used in conducting evaluations and observations.
 2. Teachers in the Braintree Public Schools shall be evaluated by the following personnel:
 - a. High School teachers - by the Headmaster or his designee and the appropriate director or coordinator.
 - b. Middle School - by the Principal or his/her designee and the appropriate director or coordinator.
 - c. Elementary School - by building principals. However, if the elementary teacher is responsible for teaching predominantly one (1) subject in a particular grade, then the principal and the appropriate director or coordinator shall evaluate.
 - d. Specialists shall be evaluated by the building principal and the appropriate director or coordinator. If a specialist teaches in more than one building, he/she will be evaluated by the principal of his or her choice in the first year, and the other principal(s) shall alternate in successive years until all supervising principals have evaluated the specialist.
 - e. Notwithstanding the above, all teachers may be evaluated by the Superintendent, and Assistant Superintendent.

Article 10
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy occurs during the school year (September through June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school at least ten (10) school days in advance of the appointment, if possible. It is understood that a vacancy may be subject to change as a result of assignments and transfers pursuant to Articles 13 or 14. All postings will also be posted in the Administration Building.
- B. 1. During July and August written notice of any administrative vacancies will be given to the Association.
2. No permanent administrative appointment will be made within fifteen days of notice to the Association.
3. Those wishing to be considered for any specific open position(s) in Units A, B, C, D, E, and F which may occur between the close of school in June and September 1 may file in the Superintendent's office a self-addressed envelope which will be mailed to that person with an announcement if a position becomes available. Those wishing such consideration will specify the position(s) in which they are interested.

C. All teachers will be given adequate opportunity to make application for such positions and the Committee agrees to give due weight to the professional background and the attainment of all applicants. The Association recognizes and the Committee agrees to continue the present policy of promoting from within the system whenever possible.

D. Qualifications, requirement, duties, salary differentials, and other pertinent information shall be set forth in such notice.

E. The qualifications and duties set forth for a particular position will not be changed between posting and hiring unless the Association has been notified in writing in advance.

F. Vacant extra curricular positions will be publicized by means of a notice placed on the Association bulletin board in the appropriate building(s) fifteen school days in advance of the appointment if possible.

**Article 11
TEACHING HOURS**

A. The usual starting and dismissal times for students shall be as follows:

<u>SCHOOL</u>	<u>PUPILS START</u>	<u>PUPILS ENDS</u>
B.H.S.	7:35 a.m.	2:05 p.m.
Middle	8:05 a.m.	2:25 p.m.
Elementary	8:45 a.m.	2:50 p.m.

B. Teachers at the secondary level will report to their buildings in sufficient time to be in their classrooms or at their other assignment at least ten (10) minutes before students' starting time, and shall remain in their buildings after the students' ending time for forty-five (45) minutes one day and fifteen (15) minutes on other days of the school week (except Friday), to provide instruction for pupils. Teachers at the elementary level will report for duty in their respective buildings at least ten (10) minutes before the pupils' starting time and shall remain in their buildings after the pupils' closing time for ten (10) minutes each day of the school week (except Friday). Pre-K teachers shall report for duty at least 10 minutes before the pupil's starting time and shall remain in their buildings after the pupils' closing time for 15 minutes each day of the scheduled work day except Fridays. In no case shall the work day exceed 6 hours.

C. Librarians and guidance counselors shall remain at their stations for the same hours as stated for teachers in Section B, and longer where students' needs require.

D. Every teacher shall be allowed a lunch period the same as, and apart from, that of his pupils. An elementary teacher shall be allowed the time of recess of his pupils except when the recess is indoors.

E. The interpretation of teacher load should be of the broadest possible nature to allow for the flexibility needed by both administrator and teacher to attain the educational goals for our students. To accomplish this goal, middle school teachers will have no more than thirty (30) teaching blocks, six (6) supervisory blocks and no less than six (6) unassigned blocks during a six day period. Teachers may by mutual agreement teach additional blocks up to a maximum of

six (6) per six-day period in lieu of a like number of supervisory blocks. High school teachers will have no more than thirty-five (35) teaching blocks, seven (7) supervisory blocks, and no fewer than seven (7) unassigned blocks during a seven-day period.

In the event the Committee adopts a different class (teaching) schedule during the term of this Agreement, the ratio of teaching assignments set forth above shall be extrapolated to insure that the intent of these provisions is met.

F. If there is a lack of a substitute teacher; a regular teacher may be assigned on an equitable basis to cover a class for a colleague. Any teacher who receives an assignment which results in the loss of his/her preparation period and/or specialist period shall be compensated at the rate of twenty-five (\$25.00) dollars per period. If a teacher covers a class during a supervisory period, it is not expected that this will be an additional teaching period and the teacher shall not receive the twenty-five dollar per period substitute rate. Volunteers, at the twenty-five (\$25.00) dollars per period rate, will be accepted before teachers are assigned for coverage.

G. Elementary classroom teachers will be released when specialists are present according to the existing practice. Elementary teachers shall be provided with a minimum of five preparation periods of at least thirty (30) continuous minutes each week. The Committee shall endeavor to provide a daily preparation period for elementary teachers.

H. The Committee will strive to insure that elementary specialists are assigned to teach no more than seven (7) periods per day.

Article 12 NON-TEACHING DUTIES

A. The Committee and the Association agree that a teacher's primary responsibility is to teach. It must be remembered, however, that in addition to that primary purpose there are other responsibilities within the School that must be assumed by teachers. The Committee and the Association recognize that paraeducators, clerical employees are useful and necessary in order to implement teaching. The Committee, having made provisions for paraeducators, will continue to work toward the improvement of this situation.

B. Teachers will not be required to drive pupils to activities which take place away from school buildings. Teachers may do so voluntarily with the advance written approval of their principal or immediate supervisor. Teachers should not drive students without another adult in the car.

C. The Committee agrees that facilities and personnel will be retained to computerize the programming, attendance records and report cards of the Braintree Public Schools.

D. Teachers shall not be responsible for collecting lunch money.

E. No teacher shall be required to perform non-teaching duties on days on which s/he is scheduled to travel between buildings to complete his/her teaching assignments.

Article 13
TEACHER ASSIGNMENT

A. Teachers will be notified in writing of any change in program for the coming school year, including the schools to which they will be assigned the grades and/or subjects that they will teach, and any special classes they will be assigned to, except in cases of emergency. While every effort will be made to give such notification by June 1, it is recognized that last-minute changes may be required by unforeseen circumstances.

B. Except in unusual circumstances where there is no reasonable alternative, teachers will be assigned to classes within the scope of their teaching certificates and/or their major and minor fields of study.

C. Selection for changes in grade assignments in the elementary schools or in subject assignments in the secondary schools will be made by the Superintendent or his designee from among volunteers in the first instance.

D. Teachers assigned to duties in more than one school in any school day will be paid at the mileage rate allowed by the IRS as of each September 1 for the then current school year if they use their own cars for the purpose of driving between schools.

E. No later than May 15 of each school year the Superintendent shall post in all school buildings a list of known vacancies which will occur during the following school year.

F. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than May 20. Such statement shall include the grade and/or subjects to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

G. It is agreed that assignment of teachers to sixth grade positions will be made from teachers who teach in the K-6 classification or who presently teach sixth grade (including those on leave of absence from such positions), notwithstanding the present placement of sixth grade teachers in secondary departments and/or classifications.

Article 14
TRANSFERS

A. When a reduction in the number of teachers in a school is necessary, every effort will be made to transfer first teachers qualified for the opening in other schools who volunteer for such transfers.

B. If the necessary reduction cannot be achieved in the above manner, selection for involuntary transfers shall be made by the Superintendent after a conference with the teacher involved.

C. The Superintendent may determine that it is necessary in the best interest of a teacher and/or school to transfer a teacher. This will not be done without a conference with the teacher involved.

D. Teachers who oppose such transfers as indicated in paragraphs B and C above, may present their case in writing to the Superintendent of Schools. In such event, the Superintendent will arrange a meeting between the teacher, the PR&R Committee and the Superintendent.

E. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent possible. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and June 1 of each school year. Requests must be renewed each year. All requests for transfer will be acknowledged by the Superintendent or his designee in writing and in each case where the request has not been granted, the teacher will be informed of the reason. In filling non-promotional vacancies occurring within the professional staff of the school system, consideration shall be given to teachers voluntarily requesting transfers under this article, and no assignment of new teachers will be made until all teachers' transfer requests have been considered.

F. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignment or transfer.

G. No later than the regular School Committee Meeting in October, the Superintendent shall make available to the Association a system-wide schedule showing the names of all persons who have been reassigned or transferred and the nature of such reassignment or transfer.

Article 15 TEACHER EMPLOYMENT

A. Full credit will be given for complete years of previous teaching experience under contract upon initial employment, provided, however, that the Committee may hire up to five teachers annually on a lower step, but not less than at one half (1/2) credit for previous teaching experience, that is acceptable to the teacher and the administration. The Association will be notified of any such hiring.

B. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left if their last year was a full teaching year.

C. Previously accumulated unused sick leave days will be restored to those returning within two (2) years by appointment and to teachers who have been recalled pursuant to Article 22, Paragraph D.

D. The Association will be notified when any exception is made in the salary in hiring off-schedule.

Article 16 SICK LEAVE

A. All employees, except Title I employees, covered by this agreement will receive 15 days of sick leave per year. Title I employees will receive 14 days of sick leave per year.

B. The maximum number of sick leave days which can be accumulated by Unit A members is 207 days. However, those who have already accumulated a greater number of days prior to September 1, 1989, will retain that number until the numbers in the schedule above exceed the number of days previously accumulated.

C. The maximum number of sick leave days which can be accumulated by members of Unit B will be determined by this schedule:

School Year + 4 weeks	235 days
School Years + 2/3 weeks.....	221 days
School Year.....	207 days
Full Year	277 days

However, those who have already accumulated a greater number of days prior to September 1, 1989, will retain that number until the numbers in the schedule above exceed the number of days previously accumulated.

D. Employees may use up to ten (10) days of accumulated sick leave each year to care for an ill member of the employee's immediate family.

E. Employees employed following the commencement of the normal school year shall be granted sick leave on the basis of one (1) day per month during the remainder of the school year.

F. No new employee shall be entitled to sick leave until he/she has assumed his/her position.

G. Sick leave may be used for temporary disability due to pregnancy and/or the termination thereof in accord with existing law.

**ARTICLE 17
CALENDAR**

School will begin on the first Wednesday in September. In the event that school is to begin before Labor Day, the first day for teachers would be the Tuesday before the first Wednesday in September. There would be no school and teachers would not be required to work on that Friday before Labor Day.

The calendars for the 2009-2010, 2010-2011, 2011-2012 and 2012-2013 school years are attached.

1. The length of the teachers' work year will be 182 days, but in no event will it be more than two days longer than the school year for children. The Committee may schedule up to two (2) additional days each year for professional development that shall be compensated on a per diem basis for teachers, Title I teachers, administrators, and other employees required to attend these days. These additional days shall be scheduled for no longer than the length of a regular school day. Reasonable notice shall be provided to employees required to attend these additional days. If either or both of the additional days are removed from the calendar, the day(s) shall be rescheduled as a regular school day(s).

2. Each year, teachers will be expected to attend four "P.T.O. Nights" or other evening meetings for the purpose of communicating with the parents of their students. For purposes of these meetings, "evenings" may begin upon the adjournment of school in each respective building. These meetings shall be scheduled in each building by the building administrator after consultation with the faculty for that building. Each of these sessions will not exceed 2 ½ hours in length, and teachers will be given at least 30 days advance notice of these meetings. Security escort will be available to faculty on these nights. If a staff member is alone after a meeting scheduled pursuant to this paragraph, the staff member may request an escort from the building security to their vehicle. The escort will leave from a designated exit and vehicles will park in a designated area.

Article 18 TEMPORARY LEAVES OF ABSENCE

A. All employees covered by the agreement are entitled to two days leave of absence with pay per year for personal, legal, or business matters which require absence during school hours. However, no one employee may take two consecutive work days as personal days under this section to extend a holiday or school vacation.

B. Employees may be entitled at the discretion of the Superintendent to the following temporary leaves of absence with pay each school year:

1. A total of one day leave of absence for personal, legal, or business matters which require absence during school hours. Application to the Superintendent shall be made at least twenty-four hours before taking such leave except in the case of emergency. Additional days may be granted by the Superintendent for the observance of religious holy days or for personal, legal, or business matters when leave days have been exhausted by the observance of religious holy days.

2. By request to the Superintendent one week in advance, the following leaves may be granted:

- a. 1 day to receive a college or graduate degree.
- b. 1 day to attend the graduation of a member of the employee's immediate family.
- c. Up to 3 days to attend conferences or workshops sponsored by a professional association as an official delegate of the Braintree Education Association.
- d. 1 day for visiting other schools.

C. Employees will be granted the following temporary leaves of absence with pay each school year.

1. Five days in the event of each death of a member of the immediate family. Members of the immediate family shall include: spouse, child, parent, grandparent, grandchild, brother, sister, guardian, mother-in-law, and father-in-law. One day may be granted for a person domiciled in the same household or for other relatives not mentioned above at the discretion of the Superintendent.

2. A maximum of ten days per school year for military reserve duty, provided that such obligations cannot be fulfilled on days when schools are not in session. Salary shall be based

on the difference between teacher's salary and the amount received from the government for the period of absence on duty.

3. A leave of absence will be granted to employees called to do jury duty. An employee granted leave under this section shall be paid his/her regular compensation for the period of such leave, less the compensation received by him/her for serving on the jury. All requests for such leave must be made in writing to the Superintendent as far in advance as possible, so that appropriate steps can be taken to secure a substitute for such person while on such leave.

D. Leaves taken pursuant to Section A, B or C above will be in addition to any sick leave to which the employee is entitled.

E. Employees who are adoptive or co-parents are entitled to 10 days of paid leave per child for business attendant to the adoption and/or leave to care for the child. Adoption or co-parenting leave will be deducted from sick leave.

F. Family Medical Leave Act (FMLA Leave)

1. Any full-time employee who has been employed for at least one (1) year or more shall be entitled to family medical leave of up to twelve (12) weeks during the year:

- a. to care for a son or daughter within a year of birth, adoption or the initiation of foster care;
- b. to care for a spouse, child or parent suffering from a serious health condition; and/or;
- c. because the employee's own serious health condition makes the employee unable to perform the functions of his or her position.

2. Family/medical leave is unpaid except that the employee may use paid leave for an equivalent amount of unpaid leave, depending upon the reasons for the employee's leave. The types of paid leave employees may use includes sick leave when FMLA leave is due to the employee's serious health condition.

3. During unpaid family/medical leave, employees shall be entitled to participate in all medical and other insurance plans on the same terms as if the employee had continued to work.

4. At the end of the leave, employees shall be returned to the positions they held before the leave began, or to an equivalent position, subject to layoff or other position elimination.

5. Application procedure

- a. Except in emergencies, employees shall apply to the Superintendent at least thirty (30) calendar days before the start of the leave period.
- b. The employee shall indicate the anticipated date of return to active employment.
- c. Employees may be required to produce reasonable medical and other certification of the need for family/medical leave within fifteen (15) calendar days of requesting leave. The Superintendent may require the employee to submit medical recertification during leave at thirty (30) calendar day intervals, and may require employees to report periodically on their status and intent to return to work. As a condition for returning to work, an employee who has been on family/medical leave

may be required to present medical certification that the employee is able to resume work.

6. Leave entitlements under FMLA, state law and this agreement run concurrently when they cover the same type of leave.

Article 19 **EXTENDED LEAVES OF ABSENCE**

A. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional teacher status who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

B. Military leave will be granted to any teacher with professional teacher status who is inducted or enlists in any branch of the armed forces of the United States, for the period of continuous service required by such induction or enlistment up to a maximum of five years, but not continuing into any period of additional voluntary service. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his leave.

C. A leave of absence without pay or increment of up to one (1) year will be granted by the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. The Superintendent may also grant a leave of absence without pay or increment of up to one (1) year to teachers with professional teacher status, including, but not limited to, leaves for academic studies or professional improvement. A teacher shall not lose any accrued benefits which the teacher had as of the start of the leave.

D. Maternity Leaves are as follows:

1. Short-Term Maternity Leaves

a. Upon receipt of at least two weeks' written notice of a teacher's anticipated date of departure and intention to return, the School Committee shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

b. This leave may be extended by mutual agreement between the teacher and the Superintendent in order that a teacher who has been on short-term maternity leave status may return at an appropriate time in consideration of the students' program(s) (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or which absence due to medical complication resulting from pregnancy extends beyond the eight (8) weeks in 1.a. above.

2. Extended Maternity Leaves. In the event a teacher desires a leave longer than the eight weeks provided by statute, the below listed procedure shall be followed:

a. Under normal conditions, the Superintendent shall be notified in writing at least sixty (60) days prior to the expected date of the beginning of said leave.

- b. Said extended maternity leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time such as after a vacation period or marking period) provided that, up to this time, the teacher can, in the opinion of her physician and the Superintendent of Schools, perform her normal duties.
- c. Said extended maternity leave shall be without pay and shall extend for up to two (2) years with the resumption of employment occurring at the beginning of schools in September.
The Superintendent of Schools must be notified in writing no later than March 15 when the teacher on this leave expects to return for the next September opening of school. Failure to do so will be considered as a resignation of employment, provided the individual has been notified in writing, at his/her address as set forth in the records of the Braintree School System, by February 15, of this provision. Said extended maternity leave may be extended or shortened in individual cases by mutual agreement.
- d. A teacher returning from maternity leave will be placed on the salary schedule at the step held when extended maternity leave commenced. If the teacher served more than one half of a school year during any school year in which said leave occurred, said service will count as a full year toward advancement on the salary schedule.
- e. In the event of unforeseen circumstances which render further maternity leave unnecessary, the teacher may make written application, accompanied by her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, said teacher shall have the first option for said position.
- E. The Committee agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave for the purpose of engaging in Association (state or national) activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- F. Upon the return of a teacher from an extended leave of absence taken under the foregoing provisions, the teacher will be assigned to the same position which he held at the time said leave commenced if available or if not to a substantially equivalent position, or to the most nearly equivalent position which is available at the time of his return and for which he is qualified.
- G. If the B.E.A. President is a secondary teacher, he/she will not be assigned duties beyond the normal daily five-period teaching load. If the B.E.A. President is an elementary teacher, he/she will not be assigned any duties beyond the normal classroom teaching load, and a good faith effort will be made to schedule two specialists during the last period of the day each week.
- H. The Superintendent of Schools must be notified in writing no later than March 15 when a teacher on extended leave for any reason expects to return for the next September opening of School. Failure to do so will be considered as a resignation of employment, provided the individual has been notified in writing, at his/her address as set forth in the records of the Braintree School System, by February 15, of this provision.

Article 20
SABBATICAL LEAVES

A. Sabbatical leave may be granted without loss of position on the salary schedule at one-half rated salary for one school year or at a total salary for one-half school year after seven consecutive years of teaching in the Braintree Public Schools: up to three (3) teachers to be granted leaves of a full year at half pay and up to three (3) teachers for ½ year at full pay in any one school year.

B. The School Superintendent may grant a leave of absence for study or research to any teacher, registered nurse, principal, supervisor, director, media specialist serving at discretion which would increase his professional ability; such leave to be for a period not exceeding one year at full or partial pay; provided, that prior to the granting of such leave he shall enter into a written agreement with the school committee that upon termination of such leave he will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the city or town an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

C. Sabbatical leave shall be granted at the discretion of the Superintendent only for those purposes which will definitely improve the instruction in or the administration of the Braintree Schools.

Leaves granted for professional study, or for travel, or for travel combined with such study or for any reason which, in the judgment of the Superintendent, will contribute to the individual's cultural or technical qualifications in the schools shall be considered consistent with the purpose stated above.

D. Application for sabbatical leave shall be made on a form furnished by the Superintendent. Among other data, a statement of the program which the applicant plans to carry out while on leave shall be submitted. This program shall be consistent with the purpose stated in paragraph C above. All applications for a sabbatical leave shall be filed in the office of the Superintendent of Schools not later than March 15 of the school year preceding the school year during which the leave requested will occur.

Article 21
TEACHER FACILITIES

A. The Committee will endeavor to provide the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional material.
3. An appropriately furnished room to be used as a faculty lounge. Said room will be in addition to the aforementioned teacher work area. This should be used solely by faculty and staff associated with the Braintree Public Schools.

4. A serviceable desk and chair for the teacher in each classroom.
 5. A communications system so that teachers can communicate with the main office from their classrooms.
 6. Well-lighted and clean teacher rest rooms.
 7. A separate, private dining area for the exclusive use of the teachers.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.
- C. Adequate facilities, including separate or individual private spaces or lockers where appropriate, for the safekeeping of personal and professional articles of traveling teachers.
- D. Each building principal, coordinating with the Business Manager and building staff, will review options for placement of a telephone in each building to insure that staff can communicate with parents or others on school related matters.

Article 22

REDUCTION IN STAFF

- A. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, employees shall be laid off in the following order:
1. To the extent possible and practical, normal attrition will be the method first used to reduce the number of positions in those classifications and/or departments in which reductions are necessary. That is, employees who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those teachers without professional teacher status whose employment the Superintendent determines not to renew in accord with Article 35, B.
 2. If it is not possible to reduce Units A and B by the above factors, reductions will first be made among those teachers and/or administrators in the departments and/or classifications to be reduced who do not possess arbitration rights pursuant to G.L. c.71, §41 or §42, provided there are administrators who possess arbitration rights pursuant to G.L. c.71, §41 and teachers with professional teacher status who are qualified to fill those positions within the respective departments and/or classifications affected by the reduction.
 3. Layoff of employees not affected by paragraphs 1 and 2 above shall occur in the department and/or classifications to be reduced in the inverse order of their seniority, except as follows:
 - a. Where it can be demonstrated by the Superintendent that a senior teacher's performance is less than competent in fulfilling his/her job responsibilities.
 - b. Where it can be demonstrated by the Superintendent that the junior employee within the classification is the only person who has the requisite qualifications to teach a course or provide a specialized service of a professional educational nature by reason of his or her academic background, training, or experience.

4. A teacher with professional teacher status (Unit A) whose position is reduced shall be allowed to transfer to a position in another department and/or classification held by a teacher without professional teacher status which he/she has either taught for one semester within three years immediately prior to the reduction of his/her position or who holds a valid Massachusetts teaching certificate for the position. However, in the event of the elimination of a department, an affected teacher with professional status shall be placed on the seniority list of the department in which s/he last taught and the provisions of Section 3, above, shall then apply, provided, however, that the teacher's certification to teach in that department is current.

5. Each department and/or classification listed below within each unit shall constitute a separate unit for purposes of layoff:

Unit A.

- 1.) Elementary (K-6)
- 2.) English
- 3.) Social Studies
- 4.) Science
- 5.) Mathematics
- 6.) Music
- 7.) Languages
- 8.) Physical Education and Athletics
- 9.) Business
- 10.) Industrial Technology
- 11.) Family and Consumer Sciences
- 12.) Pupil Auxiliary Services
 - a.) Guidance
 - b.) Special Education
 - c.) Health Coordinator (K-12)

For those beginning service after September 1, 1992, this category will be as follows:

Pupil Auxiliary Services

- a.) Guidance
- b.) Special Education
 - 1.) Intense Special Needs
 - 2.) Special Needs (N-9, 5-12)
 - 3.) Vision Impaired
 - 4.) Hearing Impaired (ASL/TC)
 - 5.) Hearing Impaired (Oral/Aural)
 - 6.) Speech, Language, and Hearing Disorder
- c.) Health
- d.) School Psychologist
- e.) English as a Second Language
- 13.) Media Services
- 14.) Art

Unit B

- 1.) Housemaster-High School
- 2.) Assistant Principal Middle School
- 3.) Director of Athletics

- 4.) Director of English/Reading, K-12
- 5.) Director of Art
- 6.) Director of Mathematics/Technology
- 7.) Director of Media Services
- 8.) Director of Science
- 9.) Director of Social Studies
- 10.) Director of Special Services
- 11.) Family and Consumer Sciences Coordinator
- 12.) Director of Foreign Languages
- 13.) Director of Music
- 14.) Industrial Technology Coordinator
- 15.) Business Education Coordinator
- 16.) Director of Guidance, 6-12
- 17.) Director of Physical Education
- 18.) Coordinator of Alternative Education Program
- 19.) Director of Elementary Curriculum, Instruction and Professional Development
- 20.) Assistant Director of Special Services
- 21.) Coordinator of School Nursing

Unit C: Registered Nurses

Unit D: Administrative Assistants

Unit E: Paraeducators

Unit F: Title I Teachers

Unit G: Occupational Therapists
Physical Therapists

Unit H: Certified Occupational Therapist Assistants
Physical Therapist Assistants

B. Layoff of administrative assistants in Unit D shall occur in the inverse order of their initial employment in the system except as follows:

1. Where it can be demonstrated by the Superintendent that a senior secretary's performance is less than competent in fulfilling her job responsibilities.
2. Where it can be demonstrated by the Superintendent that the junior secretary is the only person who has the requisite qualifications to fill a specialized position by reason of her or his academic background, training, or experience. All such positions are identified below, and other new positions will be so designated in the future. The particular requirement of such a designated position shall be clearly specified prior to its creation if it is not already described in the published qualifications of the secretarial position. Such designations shall be subject to the grievance and arbitration provisions of this Agreement at the time they are made.

C. Seniority means an employee's length of service in years, months, and days in the bargaining unit, provided that the seniority of persons employed as of September 1, 1977, shall consist of their length of permanent service from their initial date of employment by the Committee. Employees shall be credited for seniority purposes with all time spent on paid leaves of absence provided for in this Agreement. However, effective September 1, 1980, time spent on unpaid leaves of absence shall not constitute a break in seniority, but shall not be counted in the determination of seniority for purposes of this paragraph. For the purposes of determining seniority, the initial date of employment by the Committee shall be the first day of active service under contract.

D. Except for unforeseen circumstances, members of Units A and B who are to be affected by a reduction in staff must be notified in writing no later than May 15 of the school year preceding the year in which the reduction will take place. All other employees will be notified no later than June 1 of the school year preceding the year in which the reduction will take place. Said notice shall include the specific reasons for the layoff.

E. Employees with four or more years of service who have been laid off shall be entitled to recall rights to positions which they previously held for a period of three years from the effective date of their respective layoffs. During the recall period, employees shall be notified by certified mail to their last address of record and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, employees who have been laid off shall be given preference on the substitute list if they so desire.

A layoff is treated as an unpaid leave of absence in this Article. A teacher may elect to have layoff treated as a dismissal, in which case such teacher shall be accorded full statutory rights.

F. To the extent permitted by G.L.C. 32B, laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.

G. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter.

H. In cases involving employees who have identical seniority, education as determined by placement of the salary schedule will be used to determine the employee to be retained or recalled. As a last resort, a public lottery will be held.

Article 23 SUBSTITUTES

The Superintendent will endeavor to hire substitutes to cover all teacher and nurse absences.

Article 24 INSURANCE

A. (Optional Life Insurance) Employees of the Town of Braintree insured under a Plan of Group Life and Accidental Death and Dismemberment Insurance and Hospital-Surgical-Medical Insurance which is paid by the Town and the employee as allowed by Chapter 32B of the Massachusetts General Laws are eligible to participate in an optional Life Insurance program which permits the purchase of additional amounts of insurance up to an employee's salary.

B. The Committee offers the employees an opportunity to enroll in a Plan of Group Life and Accidental Death and Dismemberment Insurance and Hospital-Surgical-Medical Insurance which is paid by the Town and employees as allowed by Chapter 32B of the Massachusetts General Laws and adopted by the Braintree Town Meeting. The Health Insurance Option 2 co-pay schedule, attached as Appendix C, shall be effective as of March 1, 2010. Effective July 1, 2011, all prescription tiers, office visit and specialist visit co-pays will be increased by \$5 each as specified in Appendix C.

The Town shall establish a health care reimbursement fund for those active employees who are subscribers to any of the Town's health insurance plans under Option 2. Effective March 1, 2010, the Town will reimburse those subscribers enrolled in an individual health insurance plan under Option 2 \$50 and \$100 for those subscribers enrolled in a family plan in FY10. The health care reimbursement fund can only be applied towards office visits, specialist visits, prescription co-pays or any other co-pays charged by the insurance carrier. The Town shall issue a debit card to each subscriber, bearing these respective values for the fiscal year. The Town shall also assume the cost of providing such debit cards to the subscribers.

Effective July 1, 2010, the Town will reimburse those active employees who are subscribers to any of the Town's health insurance plans under Option 2 \$150 for co-pays in each fiscal year, and for those active employees who are subscribers enrolled in a family plan, the Town will reimburse those subscribers \$300 for co-pays in each fiscal year. The Town shall issue a debit card to each subscriber, bearing these respective values for the fiscal year. The Town shall also assume the cost of providing such debit cards to the subscribers.

The parties also agree that, effective March 1, 2010, no Union members shall be permitted to enroll in or transfer to the Blue Cross/Blue Shield Master Medical plan. Any Union members enrolled in the Blue Cross/Blue Shield Master Medical plan as of March 1, 2010 shall be allowed to continue with this coverage.

C. The Committee allows teacher participation in a Tax-Sheltered Annuity Plan. Teachers will be permitted to enroll in the plan or make election changes twice per year on October 15 and March 15.

D. If the Town of Braintree increases its Insurance Program for its employees during the term of this Agreement, the School Committee, upon receipt of appropriate authorization, agrees to make the payroll deductions necessary to increase the program for its employees in a similar fashion.

E. The Town's portion of health insurance premiums will be paid for twelve months of the year to all administrative assistants and paraeducators electing this benefit.

F. A sub-committee of the Association and the School Committee will be established to work with the Town Treasurer to modify enrollment procedures to provide greater flexibility for employees.

G. The Town of Braintree will assign a payroll deduction slot for employees to participate in the Massachusetts Teachers Association disability insurance plan. The Association will provide the premium amounts of the plan, along with deduction authorizations for those employees who are eligible for and wish to participate in the plan.

Article 25

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT/RECERTIFICATION

A. The Committee will pay the cost of tuition for courses at a Massachusetts State College or University or as provided by other professional development vendors approved by the increment committee, or other courses in accordance with increment committee procedures on the following conditions:

1. The Superintendent of Schools grants written approval of the course 30 days prior to the start of a semester or tri-semester. Courses must be in the employee's job area, area(s) of certification, Special Education, Technology related, or otherwise approved by the increment committee to be considered for reimbursement.

2. Reimbursements will not be made for a course unless a grade of B or better is attained. Requests for reimbursement shall be accompanied by a copy of the grade transcript.

3. Employees are entitled to a maximum of \$400 per fiscal year for course reimbursement provided, however, that the Committee's liability for such payments is limited to \$45,000 for the 2009 – 2010 school year. Effective September 1, 2010, increase to \$500 with total of \$50,000 for the 2010 – 2011 school year and \$55,000 for the 2011 – 2012 school year and thereafter.

B. The Committee will strive to provide opportunities for all staff to participate in seminars and conferences on an equitable basis.

C. It is understood that every attempt will be made to allocate resources first to those areas not receiving grants for professional development.

In light of the Education Reform Act of 1993, the Braintree School Committee and the Braintree Education Association believe that the main goals of professional development are to assist professional staff to:

- * Improve student learning through high quality classroom teaching and school operation.
- * Access opportunities for ongoing support, challenge, feedback, application, and follow-up.
- * Acquire new knowledge and skills to enhance performance.
- * Meet recertification requirements for professional currency.

Therefore, the Braintree School Committee and the Braintree Education Association shall maintain a Professional Development Council to meet the above goals as follows:

D. Professional Development Council (P.D.C.)

1. Organization

a. Composition - Ten (10) members

1. Six (6) members appointed by the Association to include: two (2) elementary, two (2) middle, two (2) high school staff members. Four of six shall be teachers.

2. Three (3) members to include principal(s) and director(s) selected by Superintendent.

3. Superintendent/Designee.

b. Term of office for members appointed by the Association will be three (3) years (initial: 2 for one year, 2 for 2 years, 2 for 3 years), beginning May first or within 30 days of the beginning of the school year.

c. The council shall select the Chairperson.

d. Number of meetings will be determined by the council.

e. Decisions of the council will be by consensus.

f. Vacancies will be filled at the next election.

2. Responsibility

a. The P.D.C. will design a plan (program) and implement the PD activities and courses within the town based upon a needs assessment conducted among staff.

b. The P.D.C. will communicate and disseminate information (including dates, course descriptions, number of C.E.U.'s and/or P.D.P.'s) to all appropriate personnel in a timely fashion.

c. The P.D.C. will evaluate all programs offered.

d. The P.D.C. will keep a record for those participating in continuing education.

e. The Professional Development Council will have the authority to set fees and material costs for courses taught by staff and other contributors beyond the hours of the school day.

3. Implementation

a. The P.D.C. will be provided with and compensated for long-range planning during the summer prior to the plans implementation as provided for in the budget.

b. The P.D.C. member will receive Professional Development Points for participation in the development of Professional Development activities.

Article 26
PERSONAL INJURY BENEFITS

The Committee agrees that the provisions of Chapter 152, Section 69, General Laws of the Commonwealth of Massachusetts providing for benefits of employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members. A teacher receiving Workmen's Compensation benefits for as long as the latter benefit payments continue, provided that the said difference shall be charged, on an appropriate proportional basis, against the sick leave benefits to which the said teacher may be entitled.

Article 27
POSITIONS IN SUMMER SCHOOL AND
UNDER FEDERAL PROGRAMS

- A. All openings for summer school and under federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.
- B. Positions in the Braintree summer school and under federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Braintree Public Schools.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Braintree Public Schools, and, in regard to summer school positions, previous Braintree summer school teaching experience.

Article 28
USE OF SCHOOL FACILITIES

- A. The Association may have meetings in school buildings without cost at times when a custodian is regularly on duty. If other buildings are to be used, or meetings extend beyond the time when the custodian completes his work day, the Association will be expected to pay for additional custodial services.
- B. There will be one (1) bulletin board in each school building, for the purpose of displaying school notices, circulars, and Association material. Copies of all such material will be given to the building principal, but his advance approval will not be required.
- C. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

Article 29
PAYROLL DEDUCTION

- A. The Committee agrees to approve deductions from the salaries of its employees for dues of the Braintree Education Association, the Norfolk County Teachers Association, the Massachusetts Teachers Association, and the National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct.
- B. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty days written notice prior to the effective day of such change.
- C. Employees may elect to receive their annual salary in one of three ways as follows:
 - 1. In 52 annual weekly installments beginning the first Thursday of the school

year.

2. In 42 equal weekly installments beginning the first Thursday of the school year.

3. 1/52 of the annual salary in equal weekly installments beginning the first Thursday of the school year with the annual balance paid on the last day of the school year.

D. Employees have the option of having their salary checks directly deposited into the financial institution of their choice.

E. The School Committee accepts the provisions of Massachusetts General Laws, Chapter 180, Section 171. Employees may authorize the School Committee to deduct from their salary a contribution of Voice of Teachers for Education of an amount which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers' Association within thirty days.

F. The Committee shall approve payroll deductions for agreed upon items such as professional dues, credit union, group insurance programs, and tax-sheltered annuities.

G. The Committee adopts Chapter 180, Section 17C of the General Laws relating to education.

Article 30 GENERAL

A. There will be no reprisals of any kind taken against any employee covered by this agreement by reason of his membership or non-membership in the Association or participation or non-participation in its activities.

B. Employees will be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such employee.

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

D. All existing School Committee policies affecting employees covered by this agreement, as recorded in the Regulations and Policies of the Braintree School Committee, unless changed by this agreement shall remain unaltered until changed by mutual consent.

E. The Braintree School Committee will pay the cost of all courses employees are requested by the Superintendent to attend for professional improvement.

F. The right of an employee to indemnification against certain actions and claims shall be governed to the extent provided by General Laws, Chapter 258. Said law shall be made part of this Agreement.

G. This agreement constitutes the entire agreement between the Committee and the Association.

H. Employees and their family members (spouse and dependent children) may participate in the Braintree Evening Schools without payment of course fees and in the Summer School with the payment of one-half (1/2) of the course fees; provided that, in the event that any such program is oversubscribed or that any additional expenditure would be required to accommodate employees and/or their families, they will have to withdraw from the program or pay the normal fee.

I. Paraeducator. To be employed as a paraeducator of the Braintree Public Schools, an employee must possess a high school diploma with college level courses in elementary and/or early childhood education or credit for years experience in a specialized field.

J. Miscellaneous. The Committee and the Association agree to continue the joint committee for extra-curricular stipends.

Article 31 SICK LEAVE BANK

A. A Sick Leave Bank is established for use by members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

B. Each new member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank upon commencing employment to be utilized by employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. Any sick days left in the Sick Leave Bank from the previous school year shall be maintained in the Bank from year to year. At any time that the Sick Leave Bank is depleted to fifty (50) days, each member shall contribute an additional day to the Bank.

C. Any sick leave granted under the provisions of this Article shall expire at the end of the school year. Sick days drawn from the Bank shall be actual workdays in which school was in session excluding weekends, holidays, school closings, and vacation periods.

D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Superintendent to serve at its discretion and two (2) members designated by the Teachers Association.

E. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to need for and anticipated extent of extended recovery time for the illness.

F. Application for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits. Drawings upon the Bank will commence on the first (1st) school day after the employee's own sick leave days are exhausted.

G. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty- (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

H. Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

1. Medical evidence of serious extended illness.
2. Prior utilization of eligible sick leave.
3. Length of service in the system.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration as set forth in Article 4.

I. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

Article 32

ADMINISTRATIVE FACILITIES AND WORKING CONDITIONS

A. Adequate office space should be provided which will assure privacy for individual work and consultation as well as suitable facilities for filing and storage.

B. Each school will have full-time administrative assistant help.

C. In cases where the administrator's responsibility involves more than one building, appropriate mileage reimbursement will be provided. (Refer to Article 13.)

D. Administrators will be permitted, whenever possible within budgetary limits and school committee policy, to attend professional meetings and conferences appropriate to their position at the local, state and national level and will be reimbursed for the necessary expenses involved.

E. The Superintendent of Schools shall write a letter to the President of the Association expressing his intention, budget permitting, to reduce the number of teaching periods for directors.

F. An administrator whose position is to be abolished or eliminated shall be notified in writing no later than May 15 of the school year preceding the year in which the abolishment or elimination will take place; provided that the Committee may abolish or eliminate a position after that date in the event the administrator who formerly occupied the position retires, resigns, or otherwise terminated his/her employment.

G. Any Unit B administrator with three or more years' service in the system, in any professional capacity, will be assured of one of the following options if his/her position is eliminated:

1. The administrator will be assigned to a comparable open administrative position (i.e., a position which is either vacant or held by an administrator who does not possess arbitration rights pursuant to G.L. c.71, §41) for which he/she is certified if, in the opinion of the Superintendent, the administrator is qualified to fill the open administrative position.

2. If no administrative position is available, the administrator will be assigned to a teaching position in his/her area of certification, which is held by a teacher who has not obtained professional teacher status.

3. If no teaching position as defined above is available, Article 22, A.3 shall be applied, with the administrator being considered as a professional teacher status teacher in his/her area of certification. In the event a demotion or a reduction must occur in a Unit B administrative category, an administrator (with fewer than three complete years of service in the position) will be the one reduced.

If there are two or more persons who have served more than three years in the same classification of Unit B, then the person or persons who have served the longest in that classification will be retained should the number of positions in the classification be reduced.

H. Any person who has served three or more years in the school system in any Unit A or B position and who voluntarily resigns from an administrative position covered by Unit B prior to March 15 of the school year preceding the year in which the resignation will take place will be entitled to assume the status of a teacher in the department and/or classification in which he/she is listed on the seniority list.

I. Any person who has served three or more years in a Unit B position that is eliminated, who either is assigned to a Unit B position at a reduction in salary or who returns to a Unit A position pursuant to Section G or H, will be entitled to continue receiving the compensation of his/her former Unit B position on a pro-rata basis (based upon the number of work days in the newly assigned position) until the salary of that person's new position equals that amount.

J. Full-year administrators will receive four weeks annual paid vacation during their first 25 years of employment in Braintree. During the 26th year of employment and thereafter they will receive 5 weeks annual paid vacation.

ARTICLE 33 REGISTERED NURSES

A. Sick leave benefits

1. Nurses who are employed part-time shall receive the same number of professional, bereavement and sick leave days as full-time nurses on a pro rata basis and shall be paid for such days as if they were working.

2. The Committee agrees that the provisions of Chapter 152. Section 69, General Laws of the Commonwealth of Massachusetts providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members. A nurse receiving Workmen's Compensation benefits shall be paid the difference between her weekly nurse's salary and the amount of her weekly Workmen's Compensation benefits for as long as the latter benefit payments continue, provided that the said difference shall be charged, on an appropriate proportional basis, against the sick leave benefits to which the said nurse may be entitled.

B. Travel allowance will be granted to the school nurses--\$400 per school year (2 schools); \$500 per school year (3 or more schools).

C. Nurses shall be eligible for Career Award as set forth in Appendix A, Section 5.

D. Postural screening, blood pressure testing, and the testing of hearing and vision must be arranged by the nurses through the help of the Assistant Superintendent for Auxiliary Services.

E. Nurses shall not be responsible for assessing eligibility for the free and reduced lunch program.

F. Working Hours:

1. All nurses will report for duty in their respective building at the same hours as stated for teachers in Article 11, Section B.

2. Nurses shall be granted a duty-free lunch period, the same as teachers, scheduled between the hours of 11 a.m. and 1 p.m. It is understood that the nurse shall be available for emergency situations during this period.

3. Nurses will begin work and be paid for one week prior to the opening of school.

G. Pupil Size: The number of pupils is not to exceed 900 whenever possible.

H. Insurance

1. (Optional Life Insurance). Nurses of the Town of Braintree insured under a Plan of Group Life and Accidental Death and Dismemberment Insurance and Hospital-Surgical-Medical Insurance, which is paid by the Town and the Nurses as allowed by Chapter 32B of the Massachusetts General Laws, are eligible to participate in an Optional Life Insurance program which permits the purchase of additional amounts of Insurance up to an employee's salary.

2. The Committee offers the nurses an opportunity to enroll in a plan of Group Life and Accidental Death and Dismemberment Insurance and Hospital Surgical-Medical Insurance which is paid by the Town and the Employees as allowed by Chapter 32B of the Massachusetts General Laws and adopted by the Braintree Town Meeting.

3. The Committee allows nurse participation in a Tax-Sheltered Annuity Plan.

4. Part-time nurses are eligible for all insurance benefits which apply to full-time nurses to the extent provided by M.G.L. c.32B. Part-time nurses who are eligible may participate in the tax-sheltered annuity program.

I. Payroll Deductions:

1. The Committee agrees to approve deductions from the salaries of its employee's dues for the Braintree Education Association, Norfolk County Teachers Association, Massachusetts Teachers Association, and the National Education Association, or any one of such Associations as said nurses individually and voluntarily authorize the Committee to deduct.

2. Each of the Associations named in Number 1 above will certify to the Committee in writing the current rate of its membership dues. Any Association, which will change the rate of its membership dues, will give the Committee thirty days written notice prior to the effective date of such change.

3. The Superintendent shall approve payroll deductions for agreed items such as professional dues, credit union, group insurance programs, and tax-sheltered annuities.

J. Vacancies: Whenever any vacancy in a nursing position occurs during the school year, the Superintendent will notify each nurse by letter of the opening.

K. Nurse Employment: Upon entering the Braintree School System, full credit will be given for completed years of previous public school nursing.

L. Extended Leave of Absence: In an emergency situation, a school nurse shall be granted a leave of absence without pay after receiving the recommendation of the Superintendent of Schools and the approval of the School Committee. The nurse must notify the superintendent of Schools by March 15 if she wishes to return in September.

M. Sabbatical Leave: Sabbatical leave may be granted to a nurse without loss of position on the salary schedule at one-half rated salary for one school year, or at a total salary for one-half school year after seven consecutive years of school nursing in the Braintree Public Schools. A nurse applying for a one-half year sabbatical leave at full pay must demonstrate that she plans to become a full-time student in a degree program at an accredited institution. Except as set forth above, the terms and conditions set forth in Article 20, B, C and D shall apply to all requests for sabbatical leaves.

N. Any provisions of the Unit A Agreement not inconsistent with the express provision of Article 33 shall apply to Nurses. However, it is agreed that the following articles and/or sections do not apply to Nurses: Article 6, 7, 11E, 11F, 12A, 12C, 13D, 19B, 27B, 32, 34 35E.

Article 34
ADMINISTRATIVE ASSISTANTS

Administrative Assistants work either on a full-year or school-year basis. A Full-Year Administrative Assistant works a full year from July 1 to June 30. School-Year Administrative Assistants will work no less than 192 days.

A. Paid Holidays

Full-Year Administrative Assistants

Independence Day	½ day before Christmas
Labor Day	Christmas Day
Columbus Day	½ day before New Year's Day
Veterans' Day	New Year's Day
½ day before Thanksgiving	Martin Luther King Day
Thanksgiving Day	George Washington's Birthday
Day after Thanksgiving	Good Friday
	Patriots' Day
	Memorial Day

On Good Friday and the day after Thanksgiving, the switchboard and central administration offices must be staffed with one administrative assistant each. This will be done on a rotating basis, and the administrative assistant covering on these days will be given compensatory time off.

School-Year Administrative Assistants

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Day after Thanksgiving
½ day before Thanksgiving	Good Friday
Thanksgiving	Memorial Day

B. Leave

1. Vacation Leave

a. Full Year Administrative Assistants

(1) The following vacation schedules will prevail, except that any administrative assistant in the classification working will be allowed a four (4) week paid vacation when working on an annual basis.

(2) They will receive two (2) weeks paid vacation upon completing a full year of continuous employment (July 1 to June 30) and after the second full year of employment.

An administrative secretary working less than a full year period to June 30 will accrue vacation leave at the rate of 2 ½ days per full quarter.

(3) They will receive three (3) weeks paid vacation upon completing three (3) years of continuous employment and after the fourth year of employment.

(4) They will receive four (4) weeks paid vacation upon completing five (5) years of continuous employment and each year thereafter.

(5) They will receive five (5) weeks paid vacation upon completing 25 years of continuous employment and each year thereafter.

b. School Year Administrative Assistants:

(1) For the first two years, no vacation pay will be granted during the school year.

(2) After two full school years and in the third school year and the fourth school year, one week's pay at Christmas will be paid.

(3) After four full school years and in the fifth school year and thereafter, one week at Christmas and the February vacation will be paid.

(4) After ten full school years and in the eleventh school year and thereafter, one week at Christmas, the February vacation, and the April vacation will be paid. In the event that Presidents' Day or Patriots' Day does not fall within the vacation weeks, school year administrative assistants will not be paid for these holidays.

2. Sick Leave:

a. After one month of continuous employment, an employee shall be entitled to sick leave with pay for the following reason: Personal illness or injury, exposure to contagious diseases.

b. If the amount of leave credit has been or is about to be exhausted, an employee may make application for additional allowance through the Assistant Superintendent for Curriculum and Instruction. Review of all circumstances, including employee's longevity in service to the Braintree Public Schools and past record of attendance and performance will be considered by the School Committee.

c. Administrative Assistants shall accumulate sick leave in accordance with the following table:

WORK YEAR ACCUMULATION	ANNUAL ACCUMULATION	TOTAL
Full year	20 days	277 days
School year + 4 wks.	17 days	235 days
School year + 3 wks.	16 days	221 days
School year + 2 wks.	16 days	221 days

C. Absence: On No-School Days declared by the Superintendent, all full year administrative assistants are expected to be on duty according to the school calendar unless excused by the

Superintendent or his designee. On No-School Days, school year administrative assistants are not expected to work.

D. Transfer from one Administrative Assistant Category to Another:

1. When an employee is transferred from one category to another, she will be transferred to the corresponding salary step for the new category, and will receive appropriate pro rate credit for her prior service in her former category for the purpose of determining the amount of vacation leave to which she may become entitled under the vacation schedule applicable to her new category.

2. There are three categories of administrative assistants with appropriate qualification and job descriptions. In order to qualify and to be considered for transfer or appointment to an administrative assistant position in a higher category, an administrative assistant must be able to meet the skill qualifications of positions in that category, as well as to perform the job responsibilities. It is agreed that all administrative assistants presently working in positions in one of these categories meet the qualifications of the position they now perform.

E. Overtime: It is the intention of the Superintendent to see that no administrative assistant works over 40 hours in a given week. When the person in charge of that administrative assistant finds it necessary to require overtime beyond the present working schedule but not to exceed 40 hours of the week, the administrative assistant will be compensated by an equivalent time off. Working Hours: 7 hours daily September 1 to the end of the school year: 6 hours daily end of the school year to September 1.

F. New Positions and Vacancies:

1. Whenever any vacancy in an administrative assistant position occurs, it will be adequately publicized by placement on the Association bulletin board in each building except during June, July, and August, when each individual will be notified by mail.

2. No permanent appointment will be made within ten (10) days.

3. All qualified administrative assistants will be given adequate opportunity to make application for such positions, however, where two or more applicants are equally qualified in the judgment of the Superintendent, seniority in the Braintree Public Schools shall control.

4. Qualifications, requirements, salary and other pertinent information shall be set forth in such notice.

G. Increment for New Administrative Assistants:

1. Those administrative assistants entering service prior to January 1 will be entitled to the next normal increment on the anniversary of the salary increases.

2. Those entering service after January 1 will continue on that same step the next salary year until the second anniversary date (July 1 or September 1).

H. Summer Work:

1. School administrative assistants will be paid for any summer work required at the rate of pay that individual was receiving during the previous year. If any holidays occur (Monday

through Friday) during the week in which they are working, they will receive pay for that holiday.

2. Salaries for the Full Year administrative assistants will have their anniversary date July 1 when the new contract is to begin in September 1 of the same calendar year.

I. Administrative assistants shall be eligible for Career Award as set forth in Appendix A, Section 5.

J. Salary Payments:

1. All administrative assistants employed by the Braintree School Committee working on a 52-week basis will be paid on a weekly basis.

2. All other administrative assistants will be paid on a weekly basis in accordance with the Administrative Assistant Salary Schedule. (Overall salary schedule, incorporating fringe benefits, to be developed by the parties.)

K. With the exception of Paragraph A and Paragraph B, Section 2D, Article 18 shall apply to administrative assistants.

L. All openings for summer school and under federal programs will be adequately publicized by the Superintendent in each school building as early as possible and administrative assistants who have applied for such positions will be notified of the notice taken regarding their applications as early as possible.

Positions in the Braintree summer school and under federal programs will, to the extent possible, be filled first by regularly appointed administrative assistants in the Braintree Public Schools.

In filling such positions, consideration will be given to attendance records, qualifications, and length of service in the Braintree Public Schools.

M. School year administrative assistants who are requested to return one or two weeks earlier than the opening day of school will be paid on the fiscal year rate.

N. Administrative assistants who agree to work one or two weeks before or after school will receive notification prior to the close or opening of school, if practicable.

O. **FROM: General Laws of Education, January 1, 1988**

(First Aid, Exemption From Liability For Rendering - Chapter 71, S.55A)

CH. 71, S.55A. PROCEDURE FOR HANDLING SICK CHILDREN; LIABILITY

A child showing signs of ill health or of being infected with a disease dangerous to the public health as defined in accordance with section six of chapter one hundred and eleven shall be sent home immediately, or as soon as safe and proper conveyance can be found, or shall be referred to a school physician, who may direct that such child be sent home. In the case of schools remotely situated, such other steps may be taken as will best effectuate the purpose of this section and ensure the safety of such child and of other pupils. The superintendent of schools or

collaborative director of a collaborative as set forth in section four E of chapter forty, shall immediately cause the board of health to be notified of all children excluded under this section by reason of any disease dangerous to the public health.

No public school or collaborative teacher of such collaborative, principal, administrative assistant to the principal, nurse or collaborative employee of such collaborative who, in good faith, renders emergency first aid or transportation to a student who has become injured or incapacitated in a public school building or such collaborative operated in a building or on the grounds thereof shall be liable in a suit for damages as a result of his acts or omissions either for such first aid or as a result of providing emergency transportation to a place of safety, nor shall he be liable to a hospital for its expenses if under such emergency conditions he causes the admission of such injured or incapacitated student, nor shall he be subject to any disciplinary action by the school committee, or collaborative board of such collaborative for such emergency first aid or transportation. Added to St.1938, c.265, s.3; amended by St.1973, c.660; St.1983, c.114; St.1984, c.328; St.1985, c.111.

P. It is agreed that the following positions are not members of the bargaining unit, but when they become open they will be advertised in the same manner as administrative assistant positions. The positions are as follows:

Adm. Assistant to the School Committee	Accounts Manager
Adm. Assistant to the Superintendent	Business Manager
Adm. Asst. to the Assistant Superintendent	Adm. Asst. to Maintenance and Custodians
Attendance/Transportation Manager	Adm. Asst. to Food Services
Payroll Manager	Adm. Asst. to the Business Manager

Article 35 PARAEDUCATORS

A. Salary:

1. The salary schedule of all positions covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof.
2. Paraeducators shall be paid on a weekly basis.
3. Each step on the salary schedule shall be equivalent to one year of employment in the Braintree Public Schools. In the first year of this Agreement, any employee whose initial date of employment was prior to January 1st of the year in which they were employed, shall be credited with that year as a full years' service for determining salary schedule placement. After initial employment, employees shall be credited with a full year for salary schedule advancement purposes if they have been employed for 91 school days or more within that school year.
4. In the event that a paraeducator is covering a classroom in the absence of a certified teacher, the paraeducator will receive the maximum daily rate for a substitute teacher.

B. Evaluation:

1. All monitoring or observation of the work performance of employees will be conducted openly and with full knowledge of the employee. Paraeducators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
2. School officials keeping records concerning an employee or his work shall, at the written request of the employee, permit the employee by appointment to inspect the contents of her personnel folder, files, cards, and records and to make copies of such contents and records as concerns his work or himself.
3. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

C. Vacancies and Promotions:

1. Whenever any vacancy occurs in a position covered by this bargaining unit during the school year, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school fifteen (15) school days in advance of the appointment.
 - a. During July and August, written notice of such vacancy will be given to the Association.
 - b. No permanent appointment will be made within fifteen days of notice to the Association.
 - c. Employees covered by this bargaining who wish to be considered for such a position, which might occur between the close of school in June and September 1, may file, in the Superintendent's office, a self-addressed envelope which will be mailed to that person with an announcement if a position becomes available.
2. All employees will be given adequate opportunity to make application for such positions and the Superintendent agrees to give due weight to the professional background and attainments of all applicants. The Association recognizes and the Committee agrees to continue the present policy of promoting within the system whenever possible.
3. Qualifications, requirements, examples of duties which may be assigned by the principal based on the needs of the building, salary differentials, and other pertinent information, such as whether the position is full-time (5 days a week) or part-time (4 or fewer days a week) will be set forth in such notice.
4. In addition to information contained in the posting required by paragraph 3, the qualifications and range of duties set forth for a particular position will be discussed with the applicant during an interview. Applicants may be advised that, depending on their assignment,

they may perform various duties, including but not limited to, student supervisory duties at various times during the school day and may provide clerical assistance for a teacher or administrators, as well as instructional services to students. If a paraeducator is specifically assigned to special education students, the paraeducator may be assigned other duties during any period in which the student is receiving special education services or engaged in activities which do not require the paraeducator's assistance and may be required to provide services during the student's or paraeducator's lunch. In no event, however, will the paraeducator assigned to an individual student be required to work more than 7 hours per day unless compensated for such duties.

D. Working Hours: Employees will be paid for 7.0 hours daily and will be scheduled for 7.5 hours daily. The workday will begin no less than 15 minutes before the pupils' starting time. The workday shall include a 20 minute paid break and a 30 minute duty free unpaid lunch. Employees are allowed to leave the building for the lunch period. The principal, in his or her discretion, may schedule the paraeducators' lunch for the last 30 minutes of the scheduled work day.

E. Employees will not be required to drive pupils to activities, which take place away from school buildings. Employees may do so voluntarily with the advance approval of their principal or immediate supervisor. Employees should not drive students without another adult in the car.

F. Assignment:

1. Employees will be notified in writing of any change in program for the coming school year. While every effort will be made to give such notification by June 15, it is recognized that last minute changes may be required by changed circumstances.
2. Selection for changes in employee assignments will be made by the Superintendent or his designee from among volunteers in the first instance.
3. Employees assigned to duties in more than one school in any school day will be paid \$.25 per mile if they use their own cars for the purpose of driving between schools.
4. No later than May 1 of each school year the Superintendent shall post in all school buildings a list of known vacancies which will occur during the following school year.
5. Employees who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent no later than April 15.

G. Transfers:

1. Voluntary Transfers:
 - a. Whenever a position within the bargaining unit becomes vacant, it will be posted for at least ten (10) days before being filled.
 - b. In the event a member of the bargaining unit wishes to voluntarily transfer into said vacancy, said employee shall be given preference over non-employees transferred and qualified to fill the position.
 - c. In the event that more than one qualified member of the bargaining unit applies for the vacancy, the most senior qualified applicant shall be appointed.

2. Involuntary Transfers:

a. When a reduction in the number of employees is necessary, every effort will be made to transfer first employees qualified for the openings in other schools who volunteer for such transfers.

b. If the necessary reduction cannot be achieved in the above manner, selection for involuntary transfer shall be made in the inverse order of seniority among the employees qualified to be transferred from the building.

H. Sick Leave:

1. Employees who begin service following commencement of the normal school year shall be granted sick leave on the basis of one and one half days per month (1 ½) during the remainder of the school year.

2. No new employee shall be entitled to sick leave until he/she has assumed active service in the Braintree Public Schools.

I. Reduction in Staff:

1. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article 1, employees shall be laid off within job categories in the inverse order of seniority. If a position is to be cut by reducing hours per day and/or per week, the affected employee may bump a less senior employee in a position in the same category that allows the affected employee to retain his/her original work hours to the greatest extent possible.

2. The bargaining unit shall be divided into five job categories:

- a. Special Needs and Instructional Paraeducators
- b. Media Paraeducators
- c. Computer Lab Paraeducators
- d. Receptionist/Attendance Clerk
- e. Hall Monitor

3. Seniority shall be defined as the employees' length of service and years, months, and days in the bargaining unit.

4. The Committee will publish a seniority list to the members of the bargaining unit by January 1 of each school year.

5. All paraprofessionals shall be notified by the last working day in June as to whether or not they will be re-employed in September. All members of the bargaining unit who receive no notice of termination or layoff in June shall be deemed re-employed for the following school year.

6. Employees who have been laid off shall be entitled to recall rights to positions they previously performed for a period of two years from the effective date of their respective layoffs. During the recall period, employees shall be notified by certified mail at their latest address of record and given preference for positions as they develop in the inverse

order of their respective layoffs, and all benefits to which employee was entitled at the time of layoff shall be restored in full upon re-employment within recall period. During the recall period employees who have been laid off shall be given preference on the substitute list if they so desire.

J. Vacations:

1. For the first two years, no vacation pay will be granted during the school year.
2. After two full years and in the third school year and the fourth school year, one week's vacation pay at Christmas will be paid.
3. After four full school years and in the fifth through tenth school years, one week at Christmas and the February vacation will be paid.
4. After ten full school years and in the eleventh school year and thereafter, one week at Christmas, the February vacation, and the April vacation will be paid.

K. Paraprofessionals will be evaluated annually.

Article 36
TITLE I TEACHERS

A. Reduction in Force

1. To the extent possible and practical, normal attrition will be the method used to reduce the number of positions in those classifications in which reductions are necessary. That is, employees who resign, retire, or who otherwise terminate their employment shall not be replaced.
2. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article I, employees shall be laid off in the inverse order of seniority, except if the junior person is a certified reading specialist needed to staff the existing Title I program.
3. Seniority shall be defined as the employee's length of service in years, months, and days in the bargaining unit.
4. The Committee will publish a seniority list to the members of the bargaining unit by January 1 of each school year.
5. All employees shall be notified by the last working day in June as to whether or not they will be re-employed in September. All members of the bargaining unit who receive no notice of termination of layoff in June shall be deemed re-employed for the following Title One school year, contingent upon receipt of federal Title I funds.
6. Employees who have been laid off shall be entitled to recall rights to positions they previously held for a period of two years from the effective date of their respective layoffs. During the recall period, employees shall be notified by certified mail at their latest address

of record and given preference for positions as they develop in the inverse order of their respective layoffs, and all benefits to which employees were entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

7. Any laid-off Title I teacher shall be given consideration and granted an interview prior to filling any vacant teaching positions after all laid-off Unit A members have been recalled.

B. Employees shall be entitled to one day per year with pay to attend the state Title One Convention.

C. The maximum number of sick leave days which can be accumulated by Title I teachers is 193 days.

D. A leave of absence without pay or increment of up to one (1) year will be granted by the Superintendent for the purpose of caring for a sick member of the teacher's immediate family. The Superintendent may also grant a leave of absence without pay or increment of up to one (1) year to tenure teachers, including, but not limited to, leaves for academic studies or professional improvement. A teacher shall not lose any accrued benefits, which the teacher possessed as of the start of such leave.

E. Five (5) days in the event of each death of a member of the immediate family shall be granted each year. Members of the immediate family shall include spouse, child, parent, grandparent, grandchild, brother, sister, guardian, mother-in-law, father-in-law.

F. Academic Freedom

1. In conformity with the law, the Committee shall possess the exclusive discretion over the employment, and retention or non-retention of the services, of any Chapter One teacher covered by this Agreement. Any exercise of said discretion shall not be subject to the grievance and arbitration provisions of the Agreement.

2. Except for matters covered by the provisions of Paragraph 1 above, no employee will be disciplined, suspended, reprimanded, denied increment increases or deprived of professional advantage without good and sufficient cause.

3. No employee may be dismissed, reduced in rank or compensation, or otherwise deprived of any professional advantage for discriminatory reasons.

G. Evaluation

1. All monitoring or observation of the work performance of employees will be conducted openly and with full knowledge of the employee. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

2. At the written request of the employee, school officials keeping records concerning the employee and/or the employee's work performance shall permit said employee, by appointment, to inspect the contents of any such personnel folder, file cards and records, and to make copies of such contents and records as concern his/her work or himself/herself.

3. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

H. The salary of Title I teachers is contained in Appendix A of this Agreement.

Article 37
OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS

A. For full-time employees, the regular workday shall be the same as for teachers, the specific hours and any exceptions to be determined by the Director of Special Services. For part-time employees, the schedule will be determined by the Director of Special Services. The work year for full-time employees is 182 days.

B. The salary for Unit G employees will be the same as for Unit A Teachers.

C. Employees will be reimbursed at the rate of 25 cents per mile for travel between assignments. Employees will keep a log of work miles and submit requests for reimbursement as directed by the Director of Special Services.

D. Newly-hired employees will be given step credit for school-based experience.

E. Preparation and supervision time will be included in each employee's regular schedule. Each full-time employee is guaranteed five 40-minute period per week for these purposes. The Director of Special Services shall endeavor to provide a daily preparation period. Each part-time employee is guaranteed an appropriate equivalent amount of preparation and supervision time as determined by the Director of Special Services.

F. Regular staff meetings will be scheduled by the Director of Special Services twice per month, as has been the practice.

G. In the event of a reduction in force, employees shall be reduced within their categories by seniority, calculated from the first day of continuous employment within the position.

Article 38
**CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS AND
PHYSICAL THERAPIST ASSISTANTS**

A. Each employee's work schedule shall be determined by the Director of Special Services.

B. Employees will be reimbursed at the rate of 25 cents per mile for travel between assignments. Employees will keep a log of work miles and submit requests for reimbursement as directed by the Director of Special Services.

- C. Newly-hired employees will be given step credit for school-based experience.
- D. Regular staff meetings will be scheduled by the Director of Special Services twice per month, as has been the practice.
- E. In the event of a reduction in force, employees shall be reduced within their categories by seniority, calculated from the first day of continuous employment within the position.

Article 39
ACADEMIC FREEDOM

A. No teacher with professional teacher status covered by this Agreement shall be dismissed, demoted, or reduced in salary except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Sections 42 and 43, which are hereby incorporated by reference and made part hereof. No claim that the dismissal, demotion, or reduction in salary of any teacher with professional status covered by this Agreement is in violation of the said statutory provisions shall be subject to the grievance and arbitration of this Agreement.

B. In conformity with the law, the Committee shall possess the exclusive discretion over the employment, and retention or non-retention of the services on any teacher without professional teacher status covered by this Agreement. Any exercise of said discretion shall not be subject to the grievance and arbitration provisions of the Agreement.

C. Except for matters covered by the provisions of Sections A and B of this article, no employee will be disciplined, suspended, reprimanded, denied increment increases or deprived of professional advantage without good and sufficient cause.

D. No teacher may be dismissed, reduced in rank or compensation, or otherwise deprived of any professional advantage for discriminatory reasons.

E. No teacher shall be dismissed except in accordance with the provisions of Mass. General Laws, Chapter 71, Section 42.

F. The parties shall form a joint committee to review issues related to academic freedom for purposes of developing a policy thereon.

Article 40
AGENCY SERVICE FEE

A. In accordance with the provisions of General Laws, Chapter 150E, Section 12 and General Laws Chapter 180, Section 17G, the Committee shall require an Agency Fee from each employee who is not a member of the Association pursuant to the following provisions:

1. As of the first day of school in September of 1989, any employee who is not a member in good standing of the Braintree Education Association on or after the thirtieth day following the beginning of such employee's employment or the effective date of the Agreement, whichever is later, shall be required to pay an agency service fee.

a. Any such agency service fee may be deducted from the salary of any such employee who signs an authorization card permitting such deductions and shall be transmitted to the Association.

b. Deductions referred to above will be made in equal payments on a weekly basis beginning in November and ending in May in amounts certified by the Association Treasurer as being the regular dues of the Association, the Norfolk County Teachers Association, the Massachusetts Teachers Association, and the National Education Association.

c. The School Committee shall not be responsible for the implementation, collection, or enforcement of the agency service fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee, and it will grant one representative of the Association such paid leave as is reasonably necessary for court appearances to collect the fee.

2. The amount to be withheld by the Committee as an agency fee shall be proportionately commensurate with the costs of collective bargaining and contract administration.

3. The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.

B. The Association shall indemnify the Committee against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of complying with this Article and the Association shall comply with a rebate procedure or any process as may be required by State, Federal, or Constitutional law. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

C. If at the end of the aforementioned thirty (30) days, any member of the bargaining unit has not paid the agency fee, the Association will notify the employee that failure to pay said agency fee shall result in the institution of legal proceedings.

1. If the agency service fee has not been paid by the employee within four weeks of the aforementioned notification of non-payment, the Association shall notify the employee that legal proceedings to enforce the agency fee provision have commenced.

2. The Association shall provide the Rules and Regulations of the Massachusetts Labor Relations Commission to all employees subject to the agency fee.

D. The Committee will indicate on job application forms and on the notification to employees of certain legal rights that a collective bargaining agreement with the BEA establishes some of the working conditions in the Braintree Public Schools.

Article 41
NO STRIKE-LOCKOUT

A. The Association agrees that they will not cause, condone, or sanction or take part in any strike, walkout, slowdown or work stoppage.

B. The School Committee agrees that, during the term of this Agreement, it will not lockout any employees covered by the Agreement, nor engage in any other interference with work.

Article 42
HEALTH AND SAFETY

A. The Committee and the Association agree on the importance of providing a safe and healthful workplace and providing for conditions of employment free of hazards.

B. The Committee and the Association agree to cooperate in informing all affected employees of any hazard as soon as reasonable after the discovery of such hazard.

C. By 60 calendar days following the initial implementation of this Agreement the parties shall establish a Health and Safety Committee consisting of four designees of the Administration and four designees of the Association representing each educational level. The parties will meet on a periodic basis and prepare recommendations for presentation to the administration and/or the Committee.

Article 43
DURATION

A. The provisions of this Agreement will be effective as of September 1, 2009 and will continue and remain in full force and effect through August 31, 2013.

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

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 2010.

BRAINTREE SCHOOL COMMITTEE

By _____
Chairman

BRAINTREE EDUCATION ASSOCIATION

By _____
President

APPENDIX A
TEACHERS' SALARIES - *

Bachelor

	8/31/10	2010-2011	2011-2012	2012-2013
Step	.5%	1%	2%	2.5%
1	36,551	36,916	37,655	38,596
2	39,218	39,610	40,403	41,413
3	41,886	42,304	43,151	44,229
4	44,554	44,999	45,899	47,047
5	47,220	47,692	48,646	49,862
6	49,886	50,385	51,393	52,678
7	52,551	53,076	54,138	55,491
8	55,221	55,773	56,889	58,311
9	57,887	58,466	59,636	61,126
10	60,554	61,159	62,382	63,942
11	63,220	63,852	65,129	66,757

Master

	8/31/10	2010-2011	2011-2012	2012-2013
Step	.5%	1%	2%	2.5%
1	39,175	39,567	40,358	41,367
2	42,247	42,670	43,523	44,611
3	45,320	45,773	46,688	47,856
4	48,392	48,876	49,853	51,100
5	51,463	51,978	53,017	54,343
6	54,537	55,083	56,184	57,589
7	57,612	58,188	59,352	60,835
8	60,684	61,291	62,517	64,079
9	63,755	64,393	65,680	67,322
10	66,828	67,497	68,847	70,568
11	69,903	70,602	72,014	73,814

Master + 30

	8/31/10	2010-2011	2011-2012	2012-2013
Step	.5%	1%	2%	2.5%
1	41,839	42,258	43,103	44,181
2	45,338	45,792	46,707	47,875
3	48,835	49,323	50,310	51,567
4	52,331	52,855	53,912	55,260
5	55,832	56,390	57,518	58,956
6	59,328	59,921	61,119	62,647
7	62,825	63,454	64,723	66,341
8	66,324	66,987	68,327	70,035
9	69,867	70,565	71,977	73,776
10	73,318	74,051	75,532	77,421
11	76,818	77,586	79,138	81,116

* 2008 – 2009 Salary Increase: 2%

MASTER + 45

	8/31/10	2010-2011	2011-2012	2012-2013
Step	.5%	1%	2%	2.5%
1	44,264	44,706	45,601	46,741
2	47,761	48,239	49,204	50,434
3	51,258	51,771	52,806	54,126
4	54,756	55,303	56,409	57,820
5	58,254	58,837	60,014	61,514
6	61,750	62,367	63,615	65,205
7	65,250	65,902	67,220	68,901
8	68,747	69,435	70,823	72,594
9	72,290	73,013	74,473	76,335
10	75,743	76,500	78,030	79,981
11	79,240	80,033	81,633	83,674

MASTER +60

		2/1/2012*	2011-2012	2012-2013
Step		*	2%	2.5%
1		46,601	47,601	48,791
2		50,205	51,204	52,484
3		53,806	54,806	56,176
4		57,409	58,409	59,870
5		61,015	62,014	63,564
6		64,615	65,615	67,255
7		68,221	69,220	70,951
8		71,823	72,823	74,644
9		75,473	76,473	78,385
10		79,030	80,030	82,031
11		82,633	83,633	85,724

*Reflects \$2000 added to M + 45 column prorated and effective 91st day of 2011 – 2012 school year.

Salary is increased each year on the basis of satisfactory service.

1. Teachers of at least ten years' experience in Braintree holding a Bachelor's degree plus 30 credit hours are to be eligible for Master's degree schedule.

2. Transfer between columns (by either award of advance degree or qualification under Section 1 above) is to be made the following February or September. A teacher who plans to progress from one column to a higher degree must notify the Superintendent of Schools in writing by October 1 of the year preceding such contemplated advancement.

3. If the Committee shall establish any new position, other than those already covered by this Agreement, within the bargaining unit covered by this Agreement, the Committee shall negotiate with the Association regarding the wages, hours and conditions of employment for said position.

4. Proposals for new advisor stipends will be referred to the Extracurricular Advisors Stipend Committee for consideration.

5. Each year, by December 1, if possible, the committee shall make available to the Association an annual distribution chart of teachers' salaries.

6. Career Award: In recognition of dedicated service to the children of Braintree, any employee covered by this Agreement who has been employed for ten (10) consecutive years in the Braintree School System shall be eligible for a "Career Award" in the form of an increase in compensation in the final year of employment by following the established procedure.

Eligible employees who desire to participate in the "Career Award" program will notify the Superintendent by November 1 of the calendar year prior to the school year in which they intend to retire of their intention to retire, under the provisions of the Massachusetts Teachers Retirement Act or the Town of Braintree Retirement Act.

All Units: If such notice is submitted in writing by November 1, then, at the commencement of the final year of teaching, the annual salary of the individual concerned will be increased by one thousand dollars (\$1,000), and this amount shall be payable in equal installments over the final school year. In addition, all sick leave days accumulated by a retiring individual prior to his/her final year of employment will be reimbursed at the rate of \$12 per day. This amount will also be added to the final year's salary and shall be payable in equal installments over the final school year.

In the event the individual fails to retire under the provisions of either of these Acts immediately at the conclusion of the school year (unless prevented from so by death), the employee will agree in writing to repay the Town of Braintree the differential between salary which was actually received under

The provisions of this Section and that which the employee would have received had he or she not submitted the intention to retire, said amount to be deducted from the final summer paychecks of the school year.

7. A longevity payment will be added to each employee's annual salary according to the following schedule:

Effective September 1, 2009

After 20 - 24 years of service	\$750 annually
After 25 - 29 years of service	\$1,500 annually
After 30 or more years' service	\$2,000 annually

Part-time employees will be paid on a pro-rata basis, depending upon the percentage of full-time employment for their particular position. The above payments will be paid in a lump sum to employees annually in the second payroll period in December. If an employee were to attain a new service level (i.e. 25th year of service) prior to the midpoint of a particular school year, then that employee shall receive the longevity payment for that new service level in the December of that same school year.

8. Alternative Longevity Plan: An employee who has completed 15 total years of service in the Braintree Public Schools may elect longevity payments of \$2,000 per year for the three full consecutive years of employment that follow acceptance under this provision. Part-time employees shall receive this payment on a pro-rata basis. The appropriate amount will be added to the employee's regular compensation, apportioned equally over the number of paychecks in the full work year.

The option to elect this benefit is available only once during an employee's career in Braintree. In order to qualify for this benefit, the employee must provide written notice of election of this benefit to the Superintendent of Schools by November 1 of the school year prior to the school year in which it will take effect (or by February 1, 2005 if the benefit is to begin in September, 2004 or September, 2005).

All payments made pursuant to this provision are subject to all deductions required by state and/or federal laws during the three years in which it is paid. Said payments are not permanently thereafter part of an employee's base salary, which shall revert to the employee's customary place on the salary schedule following the three-year period during which the benefit was paid.

Once an employee has elected this benefit and begun to receive the payments provided above, said election may not be rescinded or revoked for any reason. Further, said employee will no longer be eligible for benefits under #5 (Career Award) and #6 (Longevity) of Appendix A.

A total of 60 employees may participate in this benefit: 20 in the 2004-05 school year, and an additional 20 in each the 2005-06 school year and 2006-07 school year, for a total of 60 in the 2006-07 school year and for each subsequent year thereafter. Available slots will be filled from among those applying according to total years of service and lottery number.

In the event that the number of employees who apply for this benefit exceeds the number of slots available for any particular contract year, then a waiting list shall be established. Employees will be listed in descending order according to total years of service and lottery number and will receive the benefit as slots become available. A wait-listed employee will have the opportunity to withdraw her/his application for the benefit prior to being placed in an open slot.

This provision will be eliminated from the collective bargaining agreement after all employees who are receiving the alternative longevity under the 2005 – 2008 collective bargaining agreement have completed their cycle.

DIRECTORS AND ASSISTANT PRINCIPALS SALARY SCHEDULE
6/30/10 and 2011 – 2013

	0.5%	1%	2%	1.225%	1%	2%
Position	8/31/10	2010-2011	2011-2012	Feb 2012	2011-2012	2012-2013
Directors						
Dir. of Elementary Curriculum –Min.	96,943	97,912	99,870	101,093	102,317	104,875
Dir. of Elementary Curriculum – Max.	114,181	115,323	117,629	119,070	120,511	123,524
Dir. of Technology/ Math – Min.	96,943	97,912	99,870	101,093	102,317	104,875
Dir. of Technology/ Math –Max.	114,181	115,323	117,629	119,070	120,511	123,524
Dir. of Spec. Serv. (FY) – Min.	96,943	97,912	99,870	101,093	102,317	104,875
Dir. of Spec. Serv. (FY) – Max.	114,181	115,323	117,629	119,070	120,511	123,524
MS Asst. Princ. (SY+3) Min	87,848	88,726	90,501	91,610	92,718	95,036
MS Asst. Princ. (SY+3) Max.	94,489	95,434	97,343	98,535	99,728	102,221
Housemaster (SY+4) Min.	87,993	88,873	95,983	97,159	98,335	100,793
Housemaster (SY+4)-Max	96,531	97,496	103,195	104,459	105,723	108,366
Assist. Dir. of Spec. Serv. (SY+4) Min.	87,993	88,873	95,983	97,159	98,335	100,793
Assist. Dir. of Spec. Serv. (SY+4) Max.	96,531	97,496	103,195	104,459	105,723	108,366
POSITION						
Directors						
Athletic (FY) – Min. & Max.	96,347	97,310	99,256	100,472	101,688	104,230
SY+4 Dir – Min. (English,(Soc.St., Science, Guidance)	93,169	94,101	95,983	97,159	98,335	100,793
SY+4 Director –Max.	100,170	101,172	103,195	104,459	105,723	108,366
SY+2 Director –Min (Art, Health & Family and Cons. Science, Music, PE, World Language)	87,848	88,726	90,501	91,610	92,718	95,036
SY+2 Director Max	90,681	91,588	93,420	94,564	95,709	98,102
Coordinator –(SY +2) Min. (Coordinator of School Nursing Services)	85,352	86,206	87,930	89,007	90,084	92,336
Coordinator (SY+2) - Max	87,741	88,618	90,390	91,497	92,605	94,920
Head Counselor-Min	93,169	94,101	95,983	97,159	98,335	100,793
Head Counselor-Max	100,170	101,172	103,195	104,459	105,723	108,366
SY Coordinator-Min	80,905	81,714	83,348	84,369	85,390	87,525
SY Coordinator Max	83,169	84,001	85,681	86,731	87,780	89,975

1. A new administrator would normally be employed at the minimum salary for the category, but, upon the recommendation of the Superintendent may place the new administrator at any point within the salary range up to and including the maximum salary for the position depending upon experience and qualifications. An administrator who is hired at the minimum range or at a salary less than the maximum salary for the position shall receive in each succeeding year of employment an increment of one-third of the difference between his beginning salary and the maximum salary for the position. All administrators hired at less than the maximum salary shall receive the maximum salary for the position commencing with the fourth year of employment.

2. Evaluation for administrators will be in accord with the evaluation procedures set forth in Article 9. Administrators will be evaluated by the immediate supervisor assigned in their job description.

NON-ADMINISTRATIVE SALARIES 6/30/10 and 2011 - 2013

	8/31/2010	2010-2011	2011-2012	2012-2013
	.5%	1%	2%	2.5%
Position				
Summer School Teacher (4 hr. day) Per Week	651	658	671	688
Elem. & Sec. Wkshp. (6 hr. day, Per Week)	728	735	750	769
Dir. of Cont. Ed.		30.00/hr	30.60/hr	31.37/hr
Elem. Summer School Director	6,757	6,825	6,962	7,136
Sec. Sum. School Director	6,757	6,825	6,962	7,136
Secretary to Summer School	376	380	388	398
Guidance Counselors Daily Summer Stipend (1/182 of current contract salary)				
Spec. Needs Rec. Prog. Coordinator (per hour)	42.41	42.83	43.69	44.78
Spec. Needs Rec. Prog. Counselor (per hour)	18.72	18.91	19.29	19.77
Case Manager Full Time (1) (Teacher plus 4 weeks @ 1/182 per diem				
Coordinator, School to Work Program – (Teacher + 10 days @ 1/182 per diem; .6 FTE Teaching Assignment)				

Payment for workshops will occur within 21 calendar days after receipt of approval by appropriate director. If director is on vacation or otherwise unavailable, request for payment shall be submitted to central office.

ADMINISTRATIVE ASSISTANT SALARY SCHEDULES 2009-2013

(Weekly Pay)

Category 1 Full year administrative assistants (52 weeks). BHS Headmaster Administrative Assistant, Registrar, and Administrative Assistant to Technology Department. As of July 1, 2010, includes 1 Administrative Assistant at each middle school and Administrative Assistants to Special Services Director.

Full year 52 Weeks	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	644.81	651.26	664.28	680.89
Step 2	676.48	683.25	696.91	714.34
Step 3	704.77	711.81	726.05	744.20
Step 4	737.57	744.95	759.84	778.84
Step 5	769.25	776.94	792.48	812.29
Step 6	803.19	811.22	827.44	848.13
Step 7	833.73	842.07	858.91	880.39
Step 8	867.67	876.34	893.87	916.22
Step 9	893.68	902.62	920.67	943.69
Step 10	924.79	934.04	952.72	976.54
Step 11			986.07	1010.72

Category 2 School year administrative assistant (37 weeks plus 1 week prior to school opening and 1 week after school closes plus 10 holidays, total 41 weeks). Administrative assistant to Middle and Elementary Principals, Housemasters, Directors, and Supervisors. As of July 1, 2010 , Elementary Administrative Assistants and Administrative Assistants to Curriculum Directors (except Guidance, Mathematics and Technology) shall be school year plus 4 weeks plus 10 holidays for a total of 43 weeks.

	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	609.74	615.84	628.15	643.86
Step 2	636.89	643.26	656.13	672.53
Step 3	668.57	675.26	688.76	705.98
Step 4	695.71	702.67	716.73	734.64
Step 5	724.00	731.24	745.86	764.51
Step 6	755.67	763.23	778.49	797.96
Step 7	787.35	795.22	811.13	831.40
Step 8	823.54	831.78	848.42	869.63
Step 9	849.57	858.07	875.23	897.11
Step 10	879.55	888.34	906.11	928.76
Step 11			937.82	961.27

Category 3 School year administrative assistant (37 weeks plus 1 week prior to school opening and 1 week after school closes plus 10 holidays, total 41 weeks). Administrative assistant at the Media Center at Braintree High School.

	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	539.60	545.00	555.90	569.80
Step 2	564.49	570.14	581.54	596.08
Step 3	592.77	598.70	610.68	625.94
Step 4	615.40	621.55	633.98	649.83
Step 5	643.68	650.12	663.12	679.70
Step 6	668.57	675.26	688.76	705.98
Step 7	696.85	703.82	717.90	735.85
Step 8	727.39	734.66	749.36	768.09
Step 9	750.01	757.51	772.66	791.98
Step 10	776.32	784.08	799.76	819.76
Step 11			827.75	848.45

Category 4 Full-year administrative assistant at Category 3 rate. Data Entry administrative assistant at Braintree High School.

This category is eliminated as of 7/1/2010

DEGREED NURSES

187 Days

	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	37,556	37,931	38,690	39,657
Step 2	40,297	40,700	41,514	42,551
Step 3	43,036	43,466	44,335	45,444
Step 4	45,778	46,236	47,160	48,339
Step 5	48,518	49,003	49,983	51,233
Step 6	51,257	51,770	52,805	54,125
Step 7	53,996	54,536	55,627	57,017
Step 8	56,738	57,306	58,452	59,913
Step 9	59,477	60,072	61,274	62,805
Step 10	62,217	62,840	64,096	65,699
Step 11	64,956	65,606	66,918	68,591
Master Degree	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	40,251	40,653	41,466	42,503
Step 2	43,408	43,842	44,719	45,837
Step 3	46,564	47,030	47,970	49,170
Step 4	49,720	50,218	51,222	52,503
Step 5	52,878	53,407	54,475	55,837
Step 6	56,036	56,596	57,728	59,172
Step 7	59,193	59,785	60,981	62,506
Step 8	62,350	62,973	64,233	65,838
Step 9	65,507	66,162	67,485	69,172
Step 10	68,664	69,351	70,738	72,506
Step 11	71,822	72,540	73,991	75,840

Master + 30	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	42,989	43,418	44,287	45,394
Step 2	46,583	47,048	47,989	49,189
Step 3	50,176	50,677	51,691	52,983
Step 4	53,769	54,306	55,392	56,777
Step 5	57,366	57,939	59,098	60,576
Step 6	60,957	61,566	62,797	64,367
Step 7	64,551	65,196	66,500	68,162
Step 8	68,146	68,827	70,204	71,959
Step 9	71,786	72,504	73,954	75,802
Step 10	75,334	76,087	77,609	79,549
Step 11	78,928	79,717	81,311	83,344

Master + 45	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	45,479	45,933	46,852	48,023
Step 2	49,073	49,563	50,555	51,818
Step 3	52,666	53,192	54,256	55,612
Step 4	56,260	56,822	57,959	59,408
Step 5	59,856	60,454	61,663	63,205
Step 6	63,447	64,081	65,363	66,997
Step 7	67,041	67,711	69,065	70,792
Step 8	70,636	71,342	72,769	74,588
Step 9	74,277	75,019	76,520	78,433
Step 10	77,824	78,602	80,174	82,178
Step 11	81,418	82,232	83,876	85,973

Non-Degree Nurses will be paid 75% of the Bachelor Schedule based upon experience step.

Master + 60		2/1/2012 *	2011-2012 2%	2012-2013 2.5%
Step 1		47,852	48,852	50,073
Step 2		51,554	52,554	53,868
Step 3		55,257	56,257	57,663
Step 4		58,959	59,959	61,458
Step 5		62,664	63,664	65,256
Step 6		66,363	67,363	69,047
Step 7		70,065	71,065	72,842
Step 8		73,768	74,768	76,637
Step 9		77,520	78,520	80,483
Step 10		81,173	82,173	84,227
Step 11		84,876	85,876	88,023

***Reflects \$2,000 added to M + 45 column prorated and effective 91st day of 2011 – 2012 school year.**

PARAEDUCATOR SALARY SCHEDULE 2010-2013

Master + 45	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	12.36	12.49	12.74	13.05
Step 2	13.03	13.16	13.42	13.76
Step 3	13.65	13.79	14.07	14.42
Step 4	14.24	14.38	14.67	15.04
Step 5	14.84	14.99	15.29	15.67
Step 6	15.40	15.55	15.86	16.26
Step 7	15.98	16.14	16.46	16.88
Step 8	16.61	16.77	17.11	17.54
Step 9	17.11	17.28	17.63	18.07
Step 10	17.69	17.87	18.23	18.68
Step 11			18.87	19.34

TITLE I TEACHERS' SALARY SCHEDULE

Bachelors	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	25,706	25,963	26,482	27,144
Step 2	27,779	28,057	28,618	29,333
Step 3	31,417	31,731	32,366	33,175
Step 4	34,278	34,621	35,313	36,196
Step 5	37,136	37,507	38,257	39,213
Step 6	39,990	40,390	41,198	42,228
Step 7	42,845	43,273	44,138	45,241
Step 8	45,704	46,161	47,084	48,261
Step 9	48,559	49,045	50,026	51,277
Step 10	50,001	50,501	51,511	52,799
Step 11	52,699	53,226	54,291	55,648

TITLE I TEACHERS' SALARY SCHEDULE

Masters	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1			28,336	29,044
Step 2			30,907	31,680
Step 3			34,955	35,829
Step 4			38,491	39,453
Step 5			41,700	42,743
Step 6			44,906	46,028
Step 7			48,552	49,766
Step 8			51,792	53,087
Step 9			55,029	56,404
Step 10			56,662	58,079
Step 11			60,263	61,770

**OCCUPATIONAL AND PHYSICAL THERAPIST
ASSISTANTS SALARY SCHEDULE**

	8/31/10 .5%	2010-2011 1%	2011-2012 2%	2012-2013 2.5%
Step 1	27,413	27,687	28,241	28,947
Step 2	29,413	29,707	30,301	31,059
Step 3	31,414	31,728	32,363	33,172
Step 4	33,416	33,750	34,425	35,286
Step 5	35,416	35,770	36,486	37,398
Step 6	37,415	37,789	38,545	39,509
Step 7	39,414	39,808	40,604	41,619
Step 8	41,416	41,830	42,667	43,734
Step 9	43,415	43,849	44,726	45,844
Step 10	45,415	45,869	46,787	47,956
Step 11	47,415	47,889	48,847	50,068

EXTRACURRICULAR ADVISOR STIPENDS - 2010 - 2013

	2010-2011	2011-2012	2012-2013
	1%	2%	2.5%
Braintree High School			
Academic Decathlon	1,200	1,224	1,255
Art Honor Society	1,200	1,224	1,255
Band	2,800	2,856	2,927
Best Buddies	1,200	1,224	1,255
BHS News	1,200	1,224	1,255
Chorus	1,600	1,632	1,673
Cultural Awareness Club	1,200	1,224	1,255
Debate Club	1,200	1,224	1,255
Environmental Club	1,200	1,224	1,255
French National Honor	1,200	1,224	1,255
Freshman Class Advisor	1,600	1,632	1,673
Future Teachers	1,200	1,224	1,255
GSA	1,200	1,224	1,255
History Club	1,200	1,224	1,255
Interact Club	1,200	1,224	1,255
Jazz Band Ensemble	1,600	1,632	1,673
Junior Class Advisor	1,600	1,632	1,673
Key Club	1,200	1,224	1,255
Literary Magazine	1,200	1,224	1,255
Math Team (Varsity)	1,200	1,224	1,255
Math Team (JV)	1,000	1,020	1,046
Media Center (hourly rate)	3,200	3,264	3,346
Mock Trial Club	1,200	1,224	1,255
National Honor Society	1,600	1,632	1,673
Orchestra	1,600	1,632	1,673
Peer Mediation Coordinator	1,200	1,224	1,255
Photography Club	1,200	1,224	1,255
Robotics	1,200	1,224	1,255
SADD	1,200	1,224	1,255
School Exchange	1,200	1,224	1,255
School Store	1,200	1,224	1,255
Science Club	1,200	1,224	1,255
Senior Class Advisor	1,600	1,632	1,673
Show Choir	1,600	1,632	1,673
Ski Club/Per Trip	200	204	209
Sophomore Class Advisor	1,600	1,632	1,673
Spanish National Honor	1,200	1,224	1,255
String Quartet	1,600	1,632	1,673
Student Council	3,200	3,264	3,346
Supplies/Copier	2,000	2,040	2,091
Theatre Guild 2 Productions	2,800	2,856	2,927
Tech Director (2 shows)	1,500	1,530	1,568
Musical Director (fall)	3,300	3,366	3,450

Musical Director (spring)	1,500	1,530	1,568
Treasurer	3,800	3,876	3,973
Video Tech Club	1200	1224	1255
Yearbook	3,200	3,264	3,346

Middle Schools	2010-2011	2011-2012	2012-2013
	1%	2%	2.5%
A-V Coordinator	700	714	732
Band	800	816	836
Chorus	800	816	836
Community Service Club	1,220	1,244	1,276
Computer Service Coord.	1,000	1,020	1,046
Concert Choir	1,220	1,244	1,276
Jazz Band	800	816	836
Math Team	800	816	836
Orchestra	800	816	836
Out-of-State Trip Coord.	1,000	1,020	1,046
Grade 8 Trip (2)	1,000	1,020	1,046
Robotics (2)	800	816	836
School Climate/Culture	800	816	836
Ski Club/per trip	200	204	209
Student Council	1,220	1,244	1,276
Theatre Guild	1,400	1,428	1,464
Treasurer	1,220	1,244	1,276
Yearbook	1,400	1,428	1,464
Elementary Schools	2010-2011	2011-2012	2012-2013
	1%	2%	2.5%
After School Enrichment	4,000	4,080	4,182

**COACHING SALARIES
2009-2013**

		8/31/10 .5%			201 0- 201 1 1%			2011- 2012 2%			2012- 2013 2.5%	
Head Coaches												
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball Boys'	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Basketball Boys'	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Basketball Girls'	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Cheerleading (Fall)	3,761	4,087	4,415	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Cheerleading (Winter)	3,761	4,087	4,415	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Dance (Fall)	3,761	4,087	4,415	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Dance (W)	3,761	4,087	4,415	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Cross Country (B)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Cross Country (G)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Faculty Manager	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Field Hockey	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Football	8,174	8,503	8,830	8,256	8,588	8,918	8,421	8,760	9,096	8,632	8,979	9,324
Golf (Boys)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Golf (Girls)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Gymnastics (Boys)	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Gymnastics Girls'	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Ice Hockey (Boys)	6,214	6,541	6,867	6,276	6,606	6,936	6,402	6,738	7,075	6,562	6,907	7,252
Ice Hockey (Girls)	6,214	6,541	6,867	6,276	6,606	6,936	6,402	6,738	7,075	6,562	6,907	7,252
Indoor Track (Boys)	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Indoor Track (Girls)	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389

Lacrosse (Boys)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Lacrosse (Girls)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Outdoor Track (Boys)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Outdoor Track (Girls)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Soccer (B)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Soccer (G)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Softball (G)	5,886	6,214	6,541	5,945	6,276	6,606	6,064	6,402	6,738	6,215	6,562	6,907
Spec. Olympics Prog. Coord.	2,270			2,293			2,339			2,397		
Spec. Olympics Prog. Instr.	1,591			1,607			1,639			1,680		
Swim Team (G)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Tennis (B)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Tennis (G)	4,578	4,905	5,232	4,624	4,954	5,284	4,716	5,053	5,390	4,834	5,179	5,524
Volleyball (B)	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Volleyball (G)	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Wrestling	5,396	5,722	6,050	5,450	5,779	6,111	5,559	5,895	6,233	5,698	6,042	6,389
Varsity Assistants		8/31/10.5 %			2010-2011 1%			2011-2012 2%			2012-2013 2.5%	
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Football – offensive coord				4,260	4,508	4,758	4,345	4,598	4,853	4,454	4,713	4,974
Football – defensive coord.				4,260	4,508	4,758	4,345	4,598	4,853	4,454	4,713	4,974
Football				2,391	2,639	2,889	2,439	2,692	2,947	2,500	2,759	3,020
Football				2,391	2,639	2,889	2,439	2,692	2,947	2,500	2,759	3,020
Fotball				2,39	2,639	2,88	2,43	2,692	2,947	2,500	2,759	3,

JV asst				1		9	9					020
Gymnastics Boys				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Gymnastics Girls				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Ice Hockey Boys				2,261	2,383	2,508	2,306	2,431	2,558	2,364	2,491	2,622
Ice Hockey Boys				1,753	1,877	2,001	1,788	1,915	2,041	1,833	1,962	2,092
Ice Hockey Girls				4,014	4,260	4,509	4,094	4,345	4,599	4,197	4,454	4,714
Indoor Track Boys				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Indoor Track Girls				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Outdoor Track Boys				3,963	4,212	4,459	4,042	4,296	4,548	4,143	4,404	4,662
Outdoor Track Girls				3,963	4,212	4,459	4,042	4,296	4,548	4,143	4,404	4,662
Junior Varsity Coaches		8/31/10 .5%			2010-2011 1%			2011-2012 2%			2012-2013 2.5%	
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball (B)	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Basketball (Boys)	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Basketball Girls	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Cheerleading (Fall)				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Cheerleading (Winter)				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Dance (Fall)				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Dance (Win)				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Field Hockey	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Football JV Head				3,788	4,032	4,275	3,864	4,113	4,361	3,960	4,215	4,470
Ice	4,13	4,384	4,627	4,179	4,428	4,67	4,26	4,517	4,766	4,369	4,629	4,8

Hockey (Boys)	8					3	3					86
Ice Hockey (Girls)				4,179	4,428	4,673	4,263	4,517	4,766	4,369	4,629	4,886
Lacrosse Boys	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Lacrosse Girls				3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Soccer Boys	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Soccer Girls	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Softball Girls	3,924	4,170	4,415	3,963	4,211	4,459	4,042	4,295	4,548	4,143	4,403	4,662
Volleyball Boys				3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Volleyball Girls	3,605	3,850	4,097	3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326
Wrestling	3,605	3,850	4,097	3,641	3,889	4,138	3,714	3,967	4,221	3,807	4,066	4,326

FRESHMAN COACHES		8/31/10 .5%			2010-2011 1%			2011-2012 2%			2012-2013 2.5%	
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball Boys				3,137	3,303	3,467	3,200	3,369	3,536	3,280	3,453	3,625
Basketball Boys				3,137	3,303	3,467	3,200	3,369	3,536	3,280	3,453	3,625
Basketball Girls				3,137	3,303	3,467	3,200	3,369	3,536	3,281	3,453	3,625
Field Hockey				3,138	3,303	3,467	3,201	3,369	3,536	3,280	3,453	3,625
Football				3,799	3,963	4,128	3,875	4,042	4,211	3,972	4,143	4,316
Football Assistant				2,643	2,807	2,972	2,696	2,863	3,031	2,763	2,935	3,107
Soccer Boys				3,137	3,303	3,467	3,200	3,369	3,536	3,280	3,453	3,625
Soccer Girls				3,137	3,303	3,467	3,200	3,369	3,536	3,280	3,453	3,625
Softball Girls				3,137	3,303	3,467	3,200	3,369	3,536	3,280	3,453	3,625
Volleyball Boys				2,905	3,058	3,211	2,963	3,119	3,275	3,037	3,197	3,357
Volleyball Girls				2,905	3,058	3,211	2,963	3,119	3,275	3,037	3,197	3,357
ASSISTANT COACHES STIPENDS		8/31/10 .5%			2010-2011 1%			2011-2012 2%			2012-2013 2.5%	
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball Varsity Boys				1,500			1,530			1,568		
Basketball Varsity Boys				1,500			1,530			1,568		
Basketball Varsity Girls				1,500			1,530			1,568		
Basketball				1,200			1,224			1,255		

Freshman Boys												
Cheerleading –Varsity (Fall)				1,500			1,530			1,568		
Cheerleading – Varsity (winter)				1,500			1,530			1,568		
Cheerleading –JV (Fall)				1,200			1,224			1,255		
Cheerleading – JV (winter)				1,200			1,224			1,255		
Dance Varsity (Fall)				1,500			1,530			1,568		
Dance Varsity (Winter)				1,500			1,530			1,568		
Dance JV (Fall)				1,200			1,224			1,255		
Dance JV – (Winter)				1,200			1,224			1,255		
Football Varsity				1,500			1,530			1,568		
Football – Freshman				1,200			1,224			1,255		
Ice Hockey Varsity Boys				1,500			1,530			1,568		
Ice Hockey – Varsity Girls				1,500			1,530			1,568		
Ice Hockey JV Boys				1,200			1,224			1,255		
Ice Hockey JV Girls				1,200			1,224			1,255		
Lacrosse Varsity Boys				1,500			1,530			1,568		
Lacrosse Varsity Girls				1,500			1,530			1,568		
Soccer Varsity Boys				1,500			1,530			1,568		
Soccer Varsity Girls				1,500			1,530			1568		
Soccer – Goalkeeper B+G				400			408			418		
Softball Varsity				1,500			1,530			1,568		
Swim team (diving)				1,500			1,530			1,568		
Volleyball Varsity Boys				1,500			1,530			1,568		
Volleyball Varsity Girls				1,500			1,530			1,568		
Wrestling Varsity				1,500			1,530			1,568		
MIDDLE SCHOOL		8/31/10			2010-2011			2011-2012			2012-2013	

COACHES		.5%			1%			2%			2.5%	
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Baseball Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Basketball (East) Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Basketball (South) Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Basketball (East) Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Basketball (South) Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Soccer (East) Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Soccer South Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Soccer (East) Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Soccer (South) Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Softball Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Softball Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Track Boys	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547
Track - Girls	2,166	2,288	2,412	2,188	2,311	2,436	2,232	2,357	2,485	2,288	2,416	2,547

APPENDIX B

EVALUATION PROCEDURE, STANDARDS AND FORMS

Teachers

Administrators

Nurses

Administrative Assistants

Paraeducators

Occupational and Physical Therapists and Assistants

TEACHER EVALUATION

Purpose of Evaluation

The specific purposes of evaluation under M.G.L. c 71, §38 and 603 CMR 35.00 are:

- a. to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
- b. to provide a record of facts and assessments for personnel decisions.

The following process and procedures have been developed so that the primary purposes of evaluation may be realized. Based upon the principles of evaluation set forth under 603 CMR 35.03, and performance standards agreed to between the Braintree School Committee and the Braintree Education Association, the process provides for a collaborative approach to enhancing instruction and learning in the classroom. It is understood by all parties that the evaluation process and procedures remain confidential.

Evaluation Process & Procedures

I. Teachers Without Professional Teacher Status

The teachers in this category will be evaluated annually and receive a minimum of three classroom observations per year within the following time period:

- a. First Observation completed by October 30
- b. Second Observation completed by December 15
- c. Third observation completed by April 1.

More observations may be held at any time at the discretion of the evaluator or evaluatee.

A pre-observation conference may be used to discuss the objectives of the particular lesson. A post observation conference will be held no later than five school days after the observation. A written report of the observation will be given to the teacher within five school days after the post conference but no later than ten school days after the observation.

The evaluator shall gather data regarding the teacher's performance from:

- formal observations
- informal observations and visits by administrators
- information shared by the teacher regarding professional performance
- performance standards not readily available in the classroom.

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the teacher. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the teacher and the administrator and documented in written form. The final evaluation will be presented in person to the teacher by April 15.

II. Teachers with Professional Teacher Status

No matter which type of evaluation cycle the teacher is on, the goals for growth that were chosen at the end of the previous cycle will be used to evaluate the teacher. Therefore, the goals should be chosen with care. The goals may be adjusted at the beginning of the evaluation cycle.

Teachers in this category will be evaluated every other year following the time-line below.

TIME-LINE FOR PROFESSIONAL STATUS TEACHERS

YEAR	TYPICAL EVALUATION CYCLE
3	Formal Evaluation
4	
5	Professional Growth or Formal Evaluation
6	
7	Formal Evaluation
	REPEAT THE CYCLE FROM YEAR 5

The three types of evaluations are:

Focused Evaluation – Previously referred to as Off-cycle.

For reasons that are documented and substantiated, and based on major deficiencies which, in the evaluator's judgment, have an adverse impact on students, a teacher may be evaluated off-cycle through a Focused Evaluation. The evaluator will inform the teacher of such Focused Evaluation by May 31 of the current evaluation year. Subsequent to the Focused Evaluation, the evaluator will determine the evaluation cycle.

Formal Evaluation – The established evaluation for TPS

Teachers in this category will receive a minimum of two classroom observations during the evaluation year, one to be held between September 15 and December 15, and the other to be held between the first full week in January and April 15. More observations may be held at any other time during the two-year cycle at the discretion of the evaluator or evaluatee.

A pre-observation conference may be used to discuss the objectives of the particular lesson. A written report of the observation will be given to the teacher no later than ten school days after the observation. There will be a conference within five school days after each observation and/or after the teacher receives the written observation report at the request of either the evaluator or the evaluatee.

The evaluator shall gather data regarding the teacher's performance from:

- Formal observations
- Informal observations and visits by administrators
- Information shared by the teacher regarding professional performance
- Performance standards not readily observable in the classroom

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the teacher. No criticisms shall

appear on the summative evaluation unless they have been discussed in a timely fashion by the teacher and the administrator and documented in written form. The final evaluation will be presented in person to the teacher by May 31.

Professional Growth Evaluation

Choosing this evaluation will be a collaborative decision of the teacher and the evaluator(s). Teachers in this cycle have an opportunity to play a significant role in their evaluation process by choosing to focus on areas that will enhance their teaching and be of interest to them as well. The evaluator(s) for this cycle will sign off on the Action Plan and the Reflection/Self-evaluation Form. Curriculum supervisors will participate as support personnel for elementary teachers who choose a curriculum goal. Teachers may choose to work independently or collaboratively within their department, across departments, with their team, or in a study group.

Teachers will work collaboratively with their evaluator(s) on the process as follows:

Minimum of three structured conferences with the evaluator(s):

CONFERENCE	DUE DATE	PURPOSE
First	By September 30	Finalize goals & write Action Plan
Second	By February 1	Determine progress on action Plan Determine what adjustments are necessary Determine particulars for evaluation
Third	By May 15	Evaluation conference Reflection/Self-evaluation Form End Product

Minimum of two classroom visits:

By agreement of the teacher and evaluator(s)

No time requirements

No formal write-up

End product if applicable

Evaluator(s) sign-off by May 31

BRAINTREE PUBLIC SCHOOLS
Teacher Performance Standards

PRINCIPLES

Principles are set forth by the Board of Education under 603 CMR 35:00 and are required as performance standards.

EXAMPLES OF DESCRIPTORS

Descriptors listed below are intended to reflect examples of ways in which performance standards may be met.

I. Currency in Curriculum

A. The teacher is up to date regarding curriculum content.

- *The teacher has a current certificate.
- *The teacher's plan book indicates that the teacher follows the district's curriculum.
- *The teacher demonstrates a working knowledge of the curriculum.
- *The teacher brings to class valuable and pertinent experiences, ideas and information.
- *The teacher selects varied and appropriate materials.

II. Effective Planning and Assessment Of Curriculum and Instruction

A. The teacher plans instruction effectively.

- *The teacher keeps an up-to-date plan book.
- *The teacher's plan book is consistent with the district curriculum.
- *The teacher's plan book specifies the uses of a variety of instructional materials, including up-to-date available technology.
- *The teacher procures and organizes in advance equipment and supplies for use in class.
- *The teacher's plans meet the needs of individual students.
- *The teacher plans engaging ways to introduce each unit of study.
- *The teacher keeps up-to-date plans for substitute teachers.
- *The teacher plans instructional opportunities where students are interacting with ideas, materials, teachers and one another.
- *The teacher designs curriculum experiences in which students take increasing responsibility for their own learning.
- *The teacher integrates the teaching of reading, listening, writing, speaking, viewing and the use of appropriate

learning tools (e.g., calculators, computers, etc.) within and across disciplines.

B. The teacher plans assessment of effectively students' progress

*The teacher assesses student learning by the use of: written tests and/or oral tests and/or homework and/or Discussion ,class participation and/or alternative assessments as adopted by the district.

*The teacher complies with the district' grading policy.

C. The teacher monitors students' understanding of the curriculum and adjusts instruction, materials, or assessment when appropriate.

*The teacher uses a variety of formal and informal assessments of students' achievements and progress, including standardized testing, to determine instructional revisions and decision-making.

*The teacher communicates student progress to students and parents consistent with the district's policy.

*The teacher maintains an accurate record-keeping system of the quality and quantity of student work.

*The teacher implements evaluation procedures which match instruction.

III. Effective Management of Classroom Environment

A. The teacher creases an environment that is positive for student learning and involvement

*The teacher encourages all students to take part in discussion and to express their opinions.

*The teacher responds appropriately to students of varying abilities and needs.

*The teacher uses classroom time and classroom space to promote optimal learning.

*The teacher responds positively to student questions about information and ideas.

*The teacher ensures that all students have an opportunity to participate in class activities.

*The teacher establishes classroom procedures that maintain a high level of students' time-on-task.

*The teacher ensures smooth transitions from one activity to another.

*The teacher enforces rules of deportment and behavior as described in the student handbook.

B. The teacher maintains appropriate standards of behavior, mutual respect and safety.

- *The teacher communicates expectations for classroom behavior through, for example, a posted chart of expected behavioral standards, posted class rules, and/or consistent with building practices.
- *The teacher applies behavioral standards in a fair and consistent fashion.
- *The teacher encourages student involvement in setting expected classroom behavior.
- *The teacher serves as a positive role model for students.

IV. Effective Instruction

A. The teacher makes learning goals clear to students.

- *The teacher cites specific connections between current lesson and previously covered materials.
- *The teacher monitors student understanding of lesson content by verbal questioning, student recitation, or other informal assessment.
- *The teacher formally monitors student skill acquisition as required by published district/department assessment policies.
- *The teacher modifies plans to address student confusions, misunderstandings and/or misconceptions.
- *The teacher communicates clearly in writing which:
 - a. is legible
 - b. uses vocabulary appropriate to students, and
 - c. employs proper grammar and spelling
- *The teacher's spoken communication:
 - a. is clear,
 - b. is at an appropriate volume, and
 - c. uses vocabulary appropriate for the grade level.

*The teacher gives examples of how the subject relates to life-long learning.

B. The teacher uses appropriate instruction techniques.

- *The teacher uses cooperative learning, project-based learning, audio-visual presentations, lecture presentations, discussion-based learning, and inquiry-based learning according to students' interests, needs, and abilities.
- *The teacher allows students to demonstrate mastery of material in a variety of ways:

- a. written work and/or
- b. plays and/or
- c. art work and/or
- d. oratory and/or
- e. visual presentations and/or
- f. exhibitions and/or
- g. portfolios
- h. physical performance.

*The teacher uses a variety of instructional techniques to ensure that students achieve system-adopted academic standards.

*The teacher uses a variety of instructional techniques consistent with modifications specified in student's I.E.P.'s.

*The teacher provides opportunities for creative expression and encourages independent learning.

*The teacher uses a variety of instructional techniques and strategies which promote higher order thinking skills.

C. Appropriate Questioning Techniques

*The teacher uses a variety of questioning techniques.

*The teacher presents information recognizing multiple points of view.

D. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

*The teacher establishes classroom procedures that maintain a high level of student time on task.

*The teacher tries innovative strategies as encouraged by the school district

*The teacher utilizes available technology.

*The teacher modifies innovative instructional strategies to address student needs.

V. Promotion of High Standards and Expectations for Student Achievement

A. The teacher communicates learning goals and high standards and expectations to students on a regular basis and as appropriate for the grade level.

*The teacher communicates standards, expectations and guidelines to students on a regular basis and as appropriate grade level.

*The teacher communicates goals and objectives at the beginning of each lesson.

*The teacher provides regular feedback to students on their progress.

B. The teacher promotes confidence and perseverance in the student that stimulates increased personal responsibility for achieving the goals of the curriculum.

*The teacher models the skills and processes central to the subject being taught.

*The teacher encourages students to take risks and persevere with challenging tasks.

*The teacher uses frequent feedback in order to increase student motivation and ownership of learning.

*The teacher uses student goal setting In order to increase student motivation and ownership of learning.

*The teacher encourages students to find answers to their own questions.

*The teacher models attitudes of fairness, courtesy and respect.

*The teacher builds appropriate relationships with students that enhance students' active participation and commitment to learning.

*The teacher builds positive relationships with students and parents to enhance students' ability to learn effectively.

*The teacher encourages students to persevere in acquiring and applying higher order thinking skills.

VI. Promotion of Equity and Appreciation of Diversity

A. The teacher strives to ensure equitable Opportunities for student learning.

*The teacher provides opportunities for all students to participate in class activities and discussions.

*The teacher informs all students of programmatic opportunities that the school provides.

B. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.

*The teacher provides opportunities for all students to share their cultural experiences.

*The teacher models respect for individual differences.

*The teacher uses language free of sexism, racism, or bias.

*The teacher plans lessons and activities that promote cultural awareness.

*The teacher encourages students to treat each other with courtesy and respect.

*The teacher intervenes to remedy instances of student insensitivity to ability, social and cultural backgrounds.

VII. Fulfillment of Professional Responsibilities

A. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.

*The teacher complies with all contractual obligations to meet and confer with parents
*The teacher solicits parents' suggestions and observations regarding students' progress during meetings, conferences, written progress reports, or other communications.

B. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.

*The teacher keeps a log/folder with examples of parental communication.
*The teacher keeps parents informed of students' progress as needed.
*The teacher attends team/building/department meetings on a regular basis.
*The teacher works with colleagues to develop strategies for the implementation of building and district goals.
*The teacher plans instruction consistent with the published building and district goals.
*The teacher adheres to the written policies of the School Committee, district, building and/or department.

C. The teacher is a reflective and continuous learner.

*The teacher fulfills his/her recertification Requirements as described in Regulation 603 CMR 35.00.
*The teacher promotes his/her own professional development through any/some of the following: coursework, workshops, district professional development programs, study/discussion groups, membership in professional organizations, subscription to professional journals, participation in system curriculum committee work, mentoring.
*The teacher is receptive to suggestions for growth and improvement.

D. The teacher demonstrates good attendance as an important prerequisite of effective teaching and student learning

*The teacher makes sure that the performance of criteria in Principles I – VII are not affected negatively because of attendance patterns.
*Exclusive of professional and personal days, the teacher is not absent in excess of five separate occasions annually during a period of three (3) consecutive school years without sufficient justification of the absences.

BRAINTREE PUBLIC SCHOOLS

TEACHER OBSERVATION FORM

Teacher: _____ School: _____ Grade/Subject: _____

Date: _____ Beginning Time _____ Ending Time _____

Pre-Observation
Conference Date: _____

Post-Observation
Conference Date: _____

Observation:

Evaluator: _____ Date: _____

Teacher: _____ Date: _____

(The teacher's signature on this form indicates he/she has seen all comments on the form and does not necessarily indicate agreement with the observation report.)

**BRAINTREE PUBLIC SCHOOLS
FOCUSED TEACHER EVALUATION FORM**

Teacher _____ School _____ Position _____

ATTENDANCE: School Year _____
_____ Sick Leave Days
_____ Sick Leave Occasions
_____ Professional Leave
_____ Personal Leave
_____ Other

The area(s) of performance which are the focus of this evaluation cycle: **(Please mark.)**

- | | |
|----------------------------------------------------------------------|-----------------------------------------------------------------|
| I. Currency in Curriculum | IV. Effective Instruction |
| II. Effective Planning & Assessment
Of Curriculum and Instruction | V. Promotion of High Standards
and Expectations for Students |
| III. Effective Management of Classroom
Environment | VI. Promotion of Equity and
Appreciation of Diversity |
| | VII. Fulfillment of Professional
Responsibility |

Narrative describing performance on selected standard(s)

Evaluator's Commendations

Evaluator's Recommendations

Goals for Growth

Recommended Evaluation Cycle:

Formal Evaluation _____

Professional Growth Evaluation (By mutual agreement only) _____

Teacher Comments

Teacher's Signature

Evaluator's Signature

Date

Date

(The teacher's signature on this form indicates he/she has seen all comments on the form, but does not necessarily indicate agreement with the evaluator's report.)

**BRAINTREE PUBLIC SCHOOLS
FORMAL TEACHER EVALUATION FORM**

Teacher _____ School _____ Position _____

ATTENDANCE:	School Year _____	School Year _____
	_____ Sick Leave Days	_____ Sick Leave Days
	_____ Sick Leave Occasions	_____ Sick Leave Occasions
	_____ Professional Leave	_____ Professional Leave
	_____ Personal Leave	_____ Personal Leave
	_____ Other	_____ Other

Areas of performance to be evaluated:

- | | |
|----------------------------------------------------------------------|-----------------------------------------------------------------|
| I. Currency in Curriculum | IV. Effective Instruction |
| II. Effective Planning & Assessment
Of Curriculum and Instruction | V. Promotion of High Standards and
Expectations for Students |
| III. Effective Management of Classroom | VI. Promotion of Equity and
Appreciation of Diversity |
| | VII. Fulfillment of Professional
Responsibility |

Strengths

(All areas not mentioned here or as strengths are assumed to be at system standard.)

Goals for Growth

School and System Contributions

Professional Development and other Professional Contributions (Attached by the teacher)

For Teachers Without Professional Status

Recommended for Rehire _____

Not Recommended for Rehire_____

For Teachers With Professional Status

Recommended for Focused Evaluation_____

Recommended for Formal Evaluation_____

Professional Growth Evaluation (By mutual Agreement only)

Teacher Comments

Teacher's Signature

Evaluator's Signature

Date

Date

(The teacher's signature on this form indicates he/she has seen all comments on the form, but does not necessarily indicate agreement with the evaluator's report.)

**BRAINTREE PUBLIC SCHOOLS
PROFESSIONAL GROWTH ACTION PLAN**

Teacher _____ School _____ Position _____

What Performance Standard is the focus of your action plan?

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------------|
| I. Curreny in Curriculum | IV Effective Instruction |
| II. Effective Planning &
Assessment Of Curriculum
and Instruction | V. Promotions of High Standards
and Expectations for Students |
| III. Effective Management of
Classroom Environment | VI Promotion of Equity and
Appreciation of Diversity |
| | VII. Fulfillment of Professional
Responsibility |

What specific goal(s) will guide your work?

Why have you chosen this/these goal(s)?

What is your plan for reaching your goals?

What support do you think you will need to reach your goal(s)?

What is your time-line?

How will you know you have met your goals?

Will you have a finished product for your evaluator?

Evaluator's signature and position

Date

Teacher's signature

Evaluator's signature & position

Date

Date

**BRAINTREE PUBLIC SCHOOLS
PROFESSIONAL GROWTH REFLECTION/SELF-EVALUATION FORM**

Teacher _____ School _____ Position _____

Comment on the goal(s) you chose and your reasons for choosing them.

Do you feel you fulfilled your goals? Explain and answer.

Was your Action Plan effective? Explain your answer.

As a professional, how do you feel about the evaluation cycle you just completed?

Additional Narrative

Goals for Growth

ATTENDANCE:	School Year_____	School Year_____
	____Sick Leave Days	____Sick Leave Days
	____Professional Leave	____Professional Leave
	____Personal Leave	____Personal Leave
	____Other	____Other

Evaluator's Comments (On another sheet)

Recommended Evaluation Cycle

Focused Evaluation_____

Formal Evaluation_____

Evaluator's signature and position

Evaluator's Signature and position

Date

Date

Teacher's signature

Date

ADMINISTRATOR'S EVALUATION

Purpose of Evaluation

The specific purpose of evaluation under M.G.L. c 71, Section 38 and 603 CMR 35.00 are:

- a. to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator, and
- b. to provide a record of facts and assessments for personnel decisions.

The following process and procedures have been developed so that the primary purposes of evaluation may be realized. Based upon the principles of evaluation set forth under 603 CMR 35.03, and performance standards agreed to between the Braintree School Committee and the Braintree Education Association, the process provides for a collaborative approach to enhancing administrative leadership. It is understood by all parties that the evaluation process and procedures remain confidential.

Evaluation Process & Procedures

Administrators with less than three years experience in the Braintree Schools will be evaluated annually. Administrators with more than three years experience in the Braintree Schools will be evaluated every other year. The process for conducting such evaluations will be as follows:

- a. By September 15, the administrator will submit goals to his/her supervisor relating to the individual's job description, administrator performance standards and/or other areas on which the administrator wishes to focus.
- b. By October 1, the administrator and his/her supervisor will meet to discuss the goals and establish a final plan for the year.
- c. By February 1, the administrator and his/her supervisor will meet to review progress towards meeting the goals.
- d. By June 1, the administrator and his/her supervisor will meet to review the final evaluation, which is to be completed by that time.

The evaluator shall gather data regarding the administrator's performance from:
formal observations
informal observations and visits by the supervisor
information shared by the administrator regarding professional performance
performance standards not readily observable in the classroom.

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the administrator. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the administrator and supervisor and documented in written form.

Nothing shall preclude additional meetings to take place at the discretion of the administrator and/or his/her supervisor.

For reasons that are documented and substantiated, and based on major deficiencies which, in the supervisor's judgment, do not meet the standards of the individual's job description nor the Administrator's Performance Standards, an administrator may be evaluated off-cycle. The supervisor will inform the administrator of such off-cycle evaluations by June 1 of the regular evaluation year. Subsequent to the off-cycle evaluation year, the evaluator will determine the evaluative cycle.

BRAINTREE PUBLIC SCHOOLS
ADMINISTRATOR PERFORMANCE STANDARDS

PRINCIPLES

Principles are set forth by the Board of Education under 603, CMR 35:00 and are required as performance standards

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EXAMPLES OF DESCRIPTORS

Descriptors listed below are intended to reflect examples of ways in which performance standards may be met

I. Effective Instructional Leadership

The effective administrator works with others to create learning environments that address the needs of students.

- A. The administrator facilitates the development of a shared mission and vision.

- B. The administrator encourages and uses a variety of strategies to assess student performance accurately.

- C. The administrator applies current principles, practices, and research to foster effective teaching.

- D. The administrator leads the renewal of curriculum and instructional programs.

- *Participates in the development and support of the Mission of the Braintree Public Schools.
- *Recognizes that student learning must be the focus of all school programs and activities; working knowledge of the curriculum.
- *Encourages teachers to link learning and assessment.
- *Uses a variety of instruments to assess achievement.
- *Demonstrates knowledge of the instructional process and teaching methodologies.
- *Assists teachers to implement current teaching practices.
- *Assures that the school's /district's curriculum and its implementation reflect the principles of the state's Common Core of Learning and Curriculum Frameworks.
- *Uses a cyclical, ongoing process to review and evaluate the goals, methods, and resources of programs and makes modification as needed
- *Assists staff to be current in subject areas and to identify connections between disciplines.
- *Uses current knowledge of instructional trends to involve staff in curriculum planning and program improvement, based on the needs of school, district and community.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E. The administrator promotes and models the effective use of appropriate instructional technologies. | *Integrates the appropriate use of video, computers, and other technologies into the curriculum as budget allows. |
| F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels. | *Works with teachers to establish high standards and expectations for student work.
*Assists teachers to meet their expectations and how to make them clear to students.
*Promotes activities that honor academic excellence. |
| G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth. | *Understands and communicates performance standards for teachers in accordance with Unit A Performance Standards.
*Supervises staff consistent with Unit A Performance Standards.
*Evaluates staff consistent with Unit A Performance Standards
*Employs effective supervision and evaluation techniques and practices to assess performance of teachers and encourage growth.
*Follows effective practices for improving teacher performance.
*Supports individuality of teacher approaches to classroom organization, management, and teaching styles. |
| H. The administrator supports ongoing professional development. | *Provides opportunities for all staff to engage in professional development that enhances curriculum renewal, staff performance, and student learning.
*Involves staff in identifying professional development needs.
*Plans, administers and assesses staff professional development activities.
*Encourages staff to participate in professional development activities. |

II. Effective Organizational Leadership

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels.

- | | |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. The administrator applies research and organizational leadership skills. | *Supports the development of new programs in areas where changing conditions or research suggest new approaches.
*Identifies opportunities to improve the organization's performance. |
| B. The administrator demonstrates communication skills that are clear, direct, and responsive. | *Communicates the system's school's department's goals, needs and accomplishments to students, staff, parents, and the community.
*Demonstrates an understanding of differing points of view, opinions, and ideas.
*Presents ideas clearly and concisely in writing. Adapts form and language to the audience (e.g., students, teachers, parents).
*Presents facts and ideas orally in individual and group situations; uses language that is clear, concise, and appropriate to the person or group |
| C. The administrator creates a positive, informed climate for collegial teaching and learning | *Supports an environment where creativity, exchange of ideas, responsible risk-taking, and experimentation are shared, valued, and practiced.
*Builds a culture within the student body and staff that promotes learning.
*Creates a school climate that gives a sense of well-being and safety. |
| D. The administrator facilitates constructive change. | *Is receptive to new ideas that meet the needs of students and staff. |
| E. The administrator plans for, models, and encourages collaboration and shared decision-making. | *Involves others in setting and accomplishing goals; recognizes when a group requires direction and uses appropriate intervention.
*Provides appropriate resources for collaborative planning, where possible. |

- F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.
- *Applies knowledge of human development, organizational development, and pedagogy to decision-making in the allocation of resources such as personnel, time, space, materials, and budget.
 - *Develops and implements long and short-term plans for educational program improvement, professional development, resource allocation, enrollments, and facilities consistent with the school and district mission.
 - *Assesses current conditions, considers implications of the solutions, and acts in the best interest of students.

III. Effective Administration and Management

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

- A. The administrator carries out personnel selections, supervision, evaluation, and management functions for the school or district effectively.
- *Applies current principles and techniques of staffing, selection, orientation and assignment of new staff.
 - *Implements Unit A Supervisory & Evaluation Procedures effectively.
 - *Assigns staff balancing student needs and staff interest/strengths.
- B. The administrator applies current requirements within the scope of his/her responsibility
- *Understands and implements federal, legal state knowledge of policy formation and municipal laws, regulations, policies, and procedures including the implications of liability and requirements of due process.
- C. The administrator applies current knowledge of fiscal management policy and practices within the scope of his/her responsibility.
- *Analyzes and evaluates program needs and translates those needs into cost requirements.
 - *Uses sound fiscal management procedures, methods, and techniques to prepare, revise, and monitor the program budget.
- D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility.
- *Knows the availability of auxiliary services and how to coordinate those services.

- | | | |
|----|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E. | The administrator uses appropriate technologies to administer his/her responsibilities. | *When available, uses management tools (e.g., databases, spreadsheets) to analyze information (e.g., school finance, student and staff record keeping) and make decisions. |
|----|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

IV. Promotion of Equity and Appreciation of Diversity

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents. | *Provides opportunities to include all staff, students, and parents in the full range of school and district programs and activities.

*Addresses the needs of diverse educational personnel and student populations by applying and adapting constitutional and statutory laws, state regulations, and Board of Education policies and guidelines. |
| B. | The administrator demonstrates appreciation for and sensitivity to the diversity among individuals | *Demonstrates an understanding of differences in abilities, and differing social and cultural backgrounds. |

V. Effective Relationship with the Community

The effective administrator interacts with the community responsibly to address the needs of students.

- | | | |
|----|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| A. | The administrator assesses the needs of parents and community members and involves them in decision-making. | *Engages parents, students, and community members in improving student learning |
|----|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>B. The administrator promotes partnerships among staff, parents, business, and the community.</p> | <ul style="list-style-type: none"> *Communicates and interacts with parents, community groups and related service agencies in appropriate ways. *Encourages parents to support instructional needs. |
| <p>C. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.</p> | <ul style="list-style-type: none"> *Communicate the system's, school's and department's goals, needs, and accomplishments to students, staff, parents, and the community. *Provides information to parents and the community appropriately. |

VI. Fulfillment of Professional Responsibilities

The effective administrator models professional behaviors that contribute to addressing the needs of students.

*Demonstrates that life-long learning and professional development are necessary for self and others

- A. The administrator demonstrates enthusiasm for his/her own learning..

*Keeps abreast of current educational research and exemplary practices in area of expertise.

*The administrator promotes his/her own professional development through any/ some of the following: coursework, workshops, district professional development programs, study/discussion groups, membership in professional organizations, subscription to professional journals, participation in system curriculum committee work, mentoring.

- B. The administrator demonstrates and promotes an atmosphere of respect for self and others.

*Demonstrates sensitivity to differences in learning needs, modes of expression, and social and cultural backgrounds.

- C. The administrator models ethical behavior.

*Interacts with others in a professional manner.

**BRAINTREE PUBLIC SCHOOLS
ADMINISTRATOR GOAL REVIEW FORM**

Administrator: _____

Date: _____

Position: _____

School: _____

Period of Time
Covered: _____

Goal(s)

Summary Comments:

Administrator Comments:

Administrator: _____

Date: _____

Supervisor: _____

Date: _____

(The administrator's signature on this form indicates he/she has seen all comments on the form and does not necessarily indicate agreement with the Goal Review Form.)

**BRAINTREE PUBLIC SCHOOLS
ADMINISTRATOR GOAL SETTING FORM**

Administrator: _____

Date: _____

Position: _____

Period of Time

Covered: _____

School: _____

Goals(s)

Activities:

Measurement of Successful
Completion

Administrator: _____

Date: _____

Supervisor: _____

Date: _____

**BRAINTREE PUBLIC SCHOOLS
ADMINISTRATOR EVALUATION FORM**

Administrator: _____ School: _____ Position: _____

ATTENDANCE:	School Year _____	School Year _____
	____ Sick Leave Days	____ Sick Leave Days
	____ Sick Leave Occasions	____ Sick Leave Occasions
	____ Professional Leave	____ Professional Leave
	____ Personal Leave	____ Personal Leave
	____ Other	____ Other

Areas of performance to be evaluated:

- | | |
|----------------------------------------------------|--------------------------------------------------------|
| I. Effective Instructional Leadership | III. Promotion of Equity and Appreciation of Diversity |
| II. Effective Organizational Leadership Management | |

Goals for the Year:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Strengths:

Goals for Growth:

(All criteria not mentioned are assumed to be at system standard.)

Acknowledged Contributions:

Professional Contributions:
(attached by administrator)

For Administrators with less than three years
experience in the Braintree Schools:

Recommended for Rehire _____
Not Recommended for Rehire _____

For Administrators with more than three
years experience in the Braintree Schools:

Recommended for Off-cycle
Evaluation _____

Administrator Comments:

Administrator's Signature

Date

Evaluator's Signature

Date

(The administrator's signature on this form indicates he/she has seen all comments on the form, but does not necessarily indicate agreement with the evaluator's report.)

NURSE EVALUATION

Purpose of Evaluation

The specific purposes of evaluation under M.G.L. c71, §38 and 603 CMR 35.00 are:

- a. to provide information for the continuous improvement of performance through and exchange of information between the person being evaluated and the evaluator, and
- b. to provide a record of facts and assessments for personnel decisions.

The following process and procedures have been developed so that the primary purposes of evaluation may be realized. Based upon the principles of evaluation set forth under 603 CMR 35.03, and performance standards agreed to between the Braintree School Committee and the Braintree Education Association, the process provides for a collaborative approach to enhancing instruction and learning in the classroom and the provision of school nursing services. It is understood by all parties that the evaluation procedures remain confidential.

Evaluation Process & Procedures

I. Nurses Employed From 1-3 Continuous Years

The nurses in this category will be evaluated annually and receive a minimum of three observations per year within the following time period:

- a. First observation completed by October 15
- b. Second observation completed by December 15
- c. Third observation completed by April 1.

More observations may be held at any time at the discretion of the evaluator or evaluatee.

A pre-observation conference may be used to discuss performance objectives. A post observation conference will be held no later than five school days after the observation. A written report of the observation will be given to the nurse within five school days after the post conference but no later than ten school days after the observation.

The evaluator shall gather data regarding the nurse's performance from:
formal observations
informal observations and visits by administrators
information shared by the nurse regarding professional performance
performance standards not readily observable in the nurses office.

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the nurse. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the nurse and the administrator and documented in written form. The final evaluation will be presented in person to the nurse by April 15.

II. Nurses Employed Beginning With the 4th Year and Beyond

Nurses in this category will be evaluated every other year and receive a minimum of two observations during the evaluation year, one to be held between September 15 and December

15, and the other to be held between the first full week in January and April 15. More observations may be held at any time during the two-year cycle at the discretion of the evaluator or evaluatee.

A pre-observation conference may be used to discuss performance objectives. A written report of the observation will be given to the nurse no later than ten school days after the observation. There will be a conference within five school days after each observation and/or after the nurse receives the written observation report at the request of either the evaluator or the evaluatee.

The evaluator shall gather data regarding the nurse's performance from:

- formal observations
- informal observations and visits by administrators
- information shared by the nurse regarding professional performance
- performance standards not readily observable in the nurses office.

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the nurse. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the nurse and the administrator and documented in written form. The final evaluation will be presented in person to the nurse by May 31.

For reasons that are documented and substantiated, and based on major deficiencies which, in the evaluator's judgment, have an adverse impact on students, a nurse may be evaluated off-cycle. The evaluator will inform the nurse of such off-cycle evaluation by May 31 of the regular evaluation year. Subsequent to the off-cycle evaluation year, the evaluator will determine the evaluation cycle.

BRAINTREE PUBLIC SCHOOLS
NURSE PERFORMANCE STANDARDS

I. Subject Matter and Clinical Knowledge:

The effective school nurse demonstrates contemporary knowledge and decision-making skills in the application of the nursing practice.

1. The nurse is able to accurately assess the health needs of the school-age child.
2. The nurse identifies the health-related problems that impact the learning process.
3. The school nurse systematically observes and documents student responses and utilizes his information to facilitate academic learning.
4. The nurse establishes a plan of intervention to maximize student wellness.

II. Communication:

The school nurse uses effective written, verbal and nonverbal communication skills.

1. The effective school nurse communicates clearly both orally and in writing.
2. The school nurse understands and uses language appropriate to students' ages, levels of development, race, ethnicity and socioeconomic background, concerning individual health values and needs.
3. The school nurse listens, interacts and collaborates with students, families, teachers, other school nurses, administrators, and other health care providers in the community.
4. The school nurse employs counseling techniques and crisis intervention strategies while intervening with individuals and groups as appropriate.

III. Clinical Practice:

1. The effective school nurse demonstrates contemporary knowledge of health and learning disorders of childhood and adolescence.
2. The school nurse understands and uses the nursing process in making assessments, nursing diagnoses, identifying outcomes, planning, implementing and evaluating care of students and staff.
3. The school nurse understands the impact of environmental health issues in the school setting.
4. The school nurse shall have full knowledge and understanding of national and state laws, district policies and procedures governing immunizations, mandated screenings, special education students, specialized education programs, chronically ill students, and the rights of the disabled.
5. The school nurse adheres to the professional nursing regulations established by the Board of Registration in Nursing.
6. The school nurse participates in and presents findings, nursing diagnoses and recommendations at team meetings.
7. The school nurse provides information and education regarding student's health conditions/needs to faculty and staff with written parent permission.

8. The school nurse provides information to parents of students with special health needs regarding school policy and procedure related to their child and their child's condition.
9. The school nurse performs skilled nursing procedures as necessary in a safe, competent and efficient manner.
10. The school nurse identifies community agencies as resources for students and families, and evaluates each for appropriateness for clients' needs to include: eligibility criteria, costs, accessibility, and other factors that may impact on services to clients.
11. The school nurse maintains up to date cumulative student health records.

IV. Program Management; Health Promotion/Health Education

The school nurse manages the health office in an efficient, organized manner. The school nurse assists students, families and the school community to achieve optimal levels of wellness through appropriate individual and classroom health education. The school nurse establishes and maintains a comprehensive school health program.

1. The effective school nurse assists the community to achieve optimum levels of wellness through formal and informal health education, health promotion and preventative health services.
2. The school nurse acts as a resource person to school staff regarding health issues.
3. The school nurse collaborates with the appropriate administrators and health educators, to establish and maintain a comprehensive school health program.
4. The school nurse assesses individual student health needs and addresses the health service, education and environmental needs of the total school population,.
5. The school nurse demonstrates the principles of effective management.

V. Promotion of Equity and Respect for Human Differences:

1. The school nurse deals equitably and responsibly with all members of the school community.
2. The school nurse establishes an atmosphere of courtesy and respect for all in the health room and the entire school environment.

VI. Fulfillment of Professional Responsibilities:

The effective school nurse identifies, delineates and clarifies the nursing role, promotes quality of care, pursues continued professional enhancement, and demonstrates professional conduct.

1. The school nurse has a current Department of Education certification and fulfills recertification requirements.
2. The school nurse demonstrates knowledge of the legal and ethical aspects of nursing practice.
3. The school nurse pursues continued professional development through appropriate education programs.
4. The school nurse is receptive to suggestions for growth and improvement.

5. The school nurse seeks out information to grow and improve as a professional
6. The school nurse demonstrates the ability to learn from experience and supervision.
7. The school nurse demonstrates professionalism, as it is described in the Teacher Performance Standards and as it relates to school nursing.
8. The school nurse attends department/staff/team meetings on a regular basis.
9. Exclusive of professional and personal days, the school nurse is not absent in excess of five separate occasions annually during a period of three consecutive school years without sufficient justifications of the absences.

**BRAINTREE PUBLIC SCHOOLS
NURSE OBSERVATION FORM**

Name: _____ School: _____ Position: _____

Date: _____ Beginning Time: _____ Ending Time: _____

Pre-Observation Conference Date: _____ Post-Observation Conference Date: _____

Observation:

Evaluator: _____ Date: _____

Nurse: _____ Date: _____

(The Nurse's signature on this evaluation form indicates he/she has seen all comments on the form and does not necessarily indicate agreement with the observation report.)

**BRAINTREE PUBLIC SCHOOLS
NURSE EVALUATION FORM**

Nurse: _____ School: _____ Position: _____

ATTENDANCE:	School Year _____	School Year _____
	____ Sick Leave Days	____ Sick Leave Days
	____ Sick Leave Occasions	____ Sick Leave Occasions
	____ Professional Leave	____ Professional Leave
	____ Personal Leave	____ Personal Leave
	____ Other	____ Other

Areas of performance to be evaluated:

- | | |
|----------------------------------------|------------------------------------------------------------|
| I. Subject Matter & Clinical Knowledge | IV. Program Management, Health Promotion/ Health Education |
| II. Communication | V. Promotion of Equity and Appreciation |
| III. Clinical Practice | VI. Fulfillment of Professional |

Responsibilities

Strengths:

Goals for Growth:

(All criteria not mentioned are assumed to be at system standard.)

Acknowledged Contributions:

Professional Contributions:
(attached by nurse)

For Nurses Employed From 1-3
Consecutive Years:

Recommended for Rehire _____
Not Recommended for Rehire _____

For Nurses Employed For More
Than 3 Consecutive Years:

Recommended for Off-cycle
Evaluation _____

Nurse Comments:

Nurse's Signature

Date

Evaluator's Signature

Date

(The nurse's signature on this form indicates he/she has seen all comments on the form, but does not necessarily indicate agreement with the evaluator's report.)

**BRAINTREE PUBLIC SCHOOLS - ADMINISTRATIVE ASSISTANTS
EVALUATION FORM**

EVALUATION CATEGORIES

Sup.	Eft.	Def.	N/A	1. Demonstrates the skills required to operate the office equipment necessary to carry out performance responsibilities.
Sup.	Eft.	Def.	N/A	2. Demonstrates the ability to process information correctly and efficiently when communicating with others and when using whatever equipment is necessary to carry out the functions of the job.
Sup.	Eft.	Def.	N/A	3 Offers appropriate and timely assistance to those requesting or in need of it.
Sup.	Eft.	Def.	N/A	4. Regularly attends to assigned duties.
Sup.	Eft.	Def.	N/A	5. Summary of this evaluation.

The Evaluator will document in the narrative any rating other than "Effective".

NARRATIVE:

PARAEDUCATOR EVALUATION

Purpose of Evaluation

The purposes of evaluation are:

- a. To enhance learning and the delivery of services to students through continuous improvement in job performance.
- b. To motivate employees to improve by providing for an exchange of information between the evaluator and the person being evaluated.
- c. To provide a record of facts and assessments for personnel decisions.

The following process and procedures have been developed so that the primary purposes of evaluation may be realized. The process provides for a collaborative approach to evaluation. It is understood by all parties that the content of the evaluation will remain confidential.

Evaluation Process & Evaluation

Paraeducators will be evaluated annually.

The evaluator will be the administrator who directly supervises the paraeducator.

A meeting will be held at the beginning of each school year between the evaluator and the paraeducator to discuss the paraeducator's job description and the specific expectations for his or her assignment.

Through counseling and communications throughout the school year, the paraeducator should be made aware of any concerns that the evaluator has about his or her job performance.

The attached form will be used to evaluate the paraeducator 's performance.

The evaluation will be presented in person to the paraeducator by May 15. The paraeducator will have an opportunity to discuss the evaluation with the evaluator.

PARAEDUCATOR EVALUATION

A. Performance

1. Knowledge, skills and abilities

Does the employee exhibit an understanding of his/her responsibilities and the use of techniques, materials and equipment in order to fulfill them satisfactorily?

Superior Effective Progressing Deficient NA

2. Interpersonal relations

Does the employee interact effectively with students?

Superior Effective Progressing Deficient NA

Does the employee interact effectively with staff?

Superior Effective Progressing Deficient NA

Does the employee interact effectively with parents?

Superior Effective Progressing Deficient NA

3. Communication

Is the employee's oral and/or written communication clear and appropriate for the situation and grade level?

Superior Effective Progressing Deficient NA

4. Decision-making and judgment

Does the employee exhibit responsible decision-making and judgment in the performance of job responsibilities?

Superior Effective Progressing Deficient NA

5. Modeling behavior

Does the employee serve as a positive role model for students in the following areas: exhibiting attitudes of fairness, courtesy and respect, using language free of sexism, racism or bias?

Superior Effective Progressing Deficient NA

B. Self-Management

1. Attendance and punctuality

Does the employee report to work regularly and on time?

Superior Effective Progressing Deficient NA

2. Attitude and cooperation

Does the employee exhibit a positive, cooperative attitude toward work assignments and requirements?

Superior Effective Progressing Deficient NA

3. Dependability

Does the employee successfully carry out instructions and fulfill responsibilities and commitments?

Superior Effective Progressing Deficient NA

4. Initiative

Does the employee seek to assume greater responsibility when the opportunity presents itself?

Superior Effective Progressing Deficient NA

5. Adaptability

Does the employee adjust easily to changes in duties, procedures or other factors in the work environment? How well does the employee accept new ideas and approaches to work, respond appropriately to constructive criticism and to suggestions for work improvement?

Superior Effective Progressing Deficient NA

BRAINTREE PUBLIC SCHOOLS

EVALUATION PROCESS & PROCEDURES

***REGISTERED OCCUPATIONAL THERAPIST *REGISTERED PHYSICAL THERAPIST
*CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA) *PHYSICAL THERAPY ASSISTANT
(PTA)**

I. Therapists Employed 1 to 3 Consecutive Years

The therapists in this category will be evaluated annually and receive a minimum of three Classroom Observations per year within the following time period:

- a. First observation completed by October 30
- b. Second observation completed by December 15
- c. Third observation completed by April 1

More observations may be held at any time at the discretion of the evaluator or evaluatee. A pre-observation conference may be used to discuss the objectives of the particular lesson. A post-observation conference will be held no later than five school days after the observation. A written report of the observation will be given to the therapist within five school days after the post conference, but no later than ten school days after the observation.

The evaluator shall gather data regarding the therapist's performance from:

- ✓ formal observations
- ✓ informal observations and visits by administrators
- ✓ information shared by the therapist regarding professional performance
- ✓ performance standards not readily available in the classroom.

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the therapist. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the therapist and the administrator and documented in written form. The final evaluation will be presented in person to the therapist by April 15th.

EVALUATION PROCESS & PROCEDURES

II. Therapists Employed Beyond 3 Consecutive Years

Therapists in this category will be evaluated every other year and receive a minimum of two classroom observations during the evaluation year, one to be held between September 15th and December 15th, and the other to be held between the first full week in January and April 15th. More observations may be held at any time during the two-year cycle at the discretion of the evaluator or evaluatee.

A pre-observation conference may be used to discuss the objectives of the particular lesson. A written report of the observation will be given to the therapist no later than ten school days after the observation.

There will be a conference within five school days after each observation and/or after the therapist receives the written observation report at the request of either the evaluator or the evaluatee.

The evaluator shall gather data regarding the therapist's performance from:

- Formal observations
- Informal observations and visits by administrators
- Information shared by the therapist regarding professional performance
- Performance standard not readily observable in the classroom

No information of a negative nature shall be included in the summative evaluation unless it has been substantiated and is based on the evaluator's own observations, documentation, and/or reasonable investigation conducted with the knowledge of the therapist. No criticisms shall appear on the summative evaluation unless they have been discussed in a timely fashion by the therapist and the administrator and documented in written form. The final evaluation will be presented in person to the therapist by May 31st.

For reasons that are documented and substantiated, and based on major deficiencies, which, in the evaluator's judgment, have an adverse impact on students, a therapist may be evaluated off-cycle. The evaluator will inform the therapist of such off-cycle evaluation by May 31st of the regular evaluation year. Subsequent to the off-cycle evaluation year, the evaluator will determine the evaluation cycle.

BRAINTREE PUBLIC SCHOOLS
DESCRIPTION OF THERAPIST'S PERFORMANCE STANDARDS

*The following items are to be excluded in the evaluation of
Certified Occupation Therapy Assistants (COTA) and Physical Therapy Assistants (PTA)*

Items: I a, I b, I c1 thru c4, II a1 thru a3

I. Diagnostic skills and reporting

- a. *Use of diagnostic skills/observation:*
 - 1. *Select relevant assessments including formal and if needed informal tools*
- b. *Interpretation of results:*
 - 1. *Administers and scores the assessment accurately*
- c. *Reporting of results:*
 - 1. *Notes when applicable that chronological age exceeds the test norms*
 - 2. *I able to relate test results to classroom and community based performance*
 - 3. *Attends scheduled meetings*
 - 4. *Completes evaluations within prescribed time frames*
 - 5. *Attends IEP meetings*
 - 6. *Presents information to TEAM parents, administrators at their level of understanding*
 - 7. *Demonstrates sensitivity to parents or guardians emotional needs relating to their child's disability*

II. Developing planning and implementation of treatment practices

- a. *Ability to establish appropriate general goals and specific objectives:*
 - 1. *Are goals and objectives observable, definable and measurable?*
 - 2. *Are goals and objectives relevant to a school-based setting?*
 - 3. *Are goals and objectives stated in educational terminology?*
- b. *Ability to select appropriate treatment approaches, techniques and equipment:*
 - 1. *Selects treatment approaches that are creative, varied and motivating for the student.*
 - 2. *Bears in mind the developmental age of the student.*
 - 3. *Is able to verbalize the purpose of activity in relating the goal to the educational settings.*
 - 4. *Is able to relate the activity curriculum content when applicable.*
 - 5. *Demonstrates knowledge of adaptation needed to enhance performance.*
 - 6. *When applicable, uses appropriate positioning and handling techniques.*
 - 7. *In group settings to foster appropriate interactions among participants.*
 - 8. *Devises alternative modes of communication when appropriate.*

- c. Documentation of progress:
 - 1. Completes progress reports in a timely and accurate manner.
 - 2. When requested, completes other paperwork relating to the student's progress.
 - 3. Keeps daily and weekly logs of activities and student's performance.
- d. Coordination with TEAM and family:
 - 1. Shares information with other TEAM members relating to the student's strengths and weaknesses.
 - 2. Seeks information from other TEAM members.
 - 3. Demonstrates flexibility in dealing with TEAM members; e.g., scheduling, sharing treatment space, coordinating mutually agreeable meeting times and places.
 - 4. Apprises TEAM and family members of changes in behavior and affect as they relate to therapy sessions.
 - 5. Develops and maintains rapport with TEAM members, family, guardians.
 - 6. When requested, participates in home/clinic visits.
 - 7. When requested, will develop and write up home programs within a mutually agreed time frame.

III. Interaction with students:

- a. Sensitivity and responsiveness to students:
 - 1. Exhibits positive attitude and expectations.
 - 2. Uses a wide range of positive reinforcement techniques.
 - 3. Interacts comfortably with students.
- b. Ability to set and enforce limits:
 - 1. Demonstrates knowledge of what is generally defined as acceptable behavior within the school-based setting.
 - 2. Is able to adapt this plan to meet the needs of therapy setting.
 - 3. Demonstrates knowledge of what is generally defined as acceptable behavior within the school-based setting.
 - 4. When needed, is able to consequence inappropriate behaviors in a firm, fair and consistent manner.
- c. Awareness of precautions/adaptations:
 - 1. Keeps the therapy area clean
 - 2. Keeps therapy area free of harmful objects, etc.
 - 3. Selects treatment approaches that demonstrate attention to the child's and the therapist's safety.
 - 4. Demonstrates knowledge of student's specific medical issues.
 - 5. Is able to adapt the therapy setting based on the student's medical issues.

IV. Professional Responsibilities

- a. Licensure
 - 1. Has current Commonwealth of Massachusetts, Division of Professional Licensure of Allied Health Professionals.

- b. Compliance with Professional Policies and Procedures:
 - 1. Completes required therapy documentation
 - 2. Demonstrates proficiency in therapy techniques
- c. Participation *in* staff meetings and trainings:
 - 1. Attends departmental meetings
 - 2. Attends relevant service trainings in school settings
- d. Interaction with supervisor:
 - 1. Formulates questions
 - 2. Seeks clarification of procedural matters when needed
 - 3. Follows through with supervisor's recommendations and or feedback
 - 4. Keeps supervisor informed of potential problems
- e. Manages assigned responsibilities:
 - 1. Is able to effectively schedule and treat students on caseload
 - 2. Is able to order equipment when necessary
 - 3. Prepares in-service when requested
 - 4. Uses supervisor effectively
- f. Effective use of time and resources:
 - 1. Is able to account for daily/weekly time
 - 2. Draws upon strengths of other therapists to improve therapy skills
 - 3. Attends in-service workshops
- g. Good attendance as an important prerequisite of effective service delivery:
 - 1. Makes sure that the performance of criteria in Principles I-IV is not affected negatively because of attendance patterns
 - 2. Is not absent in excess of 5 separate occasions annually during a period of three (3) consecutive school years without sufficient justification of absences

BRAINTREE PUBLIC SCHOOLS
THERAPIST OBSERVATION FORM

THERAPIST NAME

SCHOOL

POSITION

Pre-Observation Conference Date ____/____/____ Time: ____:____

Observation Date: ____/____/____ **Beginning Time:** ____:____ **Ending Time:** __:____

Post-Observation Conference Date: ____/____/____ Time: ____:____

OBSERVATION NOTES:

Evaluator's Signature

Therapist's Signature

Date: ____/____/____

Date: ____/____/____

(The Therapist's signature on this evaluation form indicates he/she has seen all comments on the form, but does not necessarily indicate agreement with the Evaluator's report.)

APPENDIX C
Health Insurance Co-Pays

	In-Force	Option 2	Option 2
Network Blue		Eff. 3/1/10	Eff. 7/1/11
Office Visits	\$5	\$15	\$20
Specialists Visits	\$5	\$25	\$30
Emergency Room Visits	\$25	\$75	\$80
High Tech Radiology Visits	\$0	\$0	\$0
Prescription Drugs - Retail	\$5/\$10	\$10/\$20/\$35	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$5/\$10	\$20/\$40/\$70	\$25/\$45/\$75
Blue Care Elect Preferred			
Office Visits	\$15	\$20	\$25
Specialists Visits	\$15	\$20	\$25
Emergency Room Visits	\$50	\$100	\$105
High Tech Radiology Visits	\$0	\$0	\$0
Prescription Drugs - Retail	\$10/\$20/\$35	\$10/\$20/\$35	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$10/\$20/\$35	\$20/\$40/\$70	\$25/\$45/\$75
Harvard Pilgrim Health Care			
Office Visits	\$5	\$15	\$20
Specialists Visits	\$5	\$25	\$30
Emergency Room Visits	\$30	\$75	\$80
High Tech Radiology Visits	\$0	\$0	\$0
Prescription Drugs - Retail	\$5/\$10/\$25	\$10/\$20/\$35	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$10/\$20/\$75	\$20/\$40/\$70	\$25/\$45/\$75

APPENDIX D MENTORING AGREEMENT

The Braintree School System supports the continued improvement of teachers through a Mentoring Program. The purpose of the Mentoring Program is to facilitate the growth of the beginning teacher toward the highest levels of professional and personal development possible during the first year of teaching in Braintree. A long line of research tells us that beginning teachers experience problems during the induction period, which if unaddressed, can lead to negative attitudes, poor instructional performance, and departure from the teaching profession. Mentoring programs have been shown to help solve or reduce problems faced by new teachers, improve the quality of their instruction and their students' learning, and help retain promising teachers. This document describes the role of the mentor, how mentors will be selected, and the agreement between the mentor and beginning teacher.

THE ROLE OF THE MENTOR

The mentor will be readily accessible to the beginning teacher and will meet with her/him on a weekly basis. Observation and feedback sessions will occur. It is understood that the relationship between the mentor and mentee is a confidential one. Mentors will provide some or all of the following services:

- *Model instructional techniques.
- *Help to construct lesson plans.
- *Arrange for the beginning teacher to visit other classrooms.
- *Introduced the beginning teacher to visit other classrooms.
- *Identify and provide curriculum and technology resources.
- *Help the beginning teacher to develop the practice of reflective teaching through the use of a journal and other devices.
- *Share the knowledge gained in the Research for Better Teaching (RBT) training.
- *Design informal observation around RBT concepts such as attention moves, clarity, momentum, etc.
- *Guide the mentee in practicing the tenets of the Massachusetts Curriculum Frameworks.
- *Assist the mentee in establishing behavioral and academic standards and expectations.

SELECTION, TRAINING, AND REMUNERATION OF MENTORS

In June, the Superintendent will post the mentor positions. Teachers who wish to be mentors should apply to the Superintendent. Principals and directors will collaborate on the selection of mentors.

Mentors will serve for a one-year appointment. The following qualifications will be considered in selecting the mentors:

- *At least five years of teaching experience preferred, but not required, said experience preferably in the Braintree School System.
- *Completion of the Understanding Teaching course desirable.
- *Participation in mentor training.

*Accessibility to the beginning teacher, such as being located in the same building (may not always be possible as in the case with specialists).

*Professional qualities such as acknowledged mastery of a broad range of teaching skills, content and understanding of the district's mission, social context, and regulatory environment.

*Personal qualities such as enthusiasm, commitment to teaching, and demonstrated ability to work with peers.

*Ideally, but not mandatory, a match in grade level and certification area with the beginning teacher.

*Mastery of conference, observation, and communication skills.

*Successful current evaluations.

The Superintendent may waive a qualification requirement based upon the needs of the system.

MENTORING PROGRAM OUTLINE

JUNE	The Superintendent will post a notice for teachers interested in becoming a mentor. Interested teachers apply to the Superintendent.
JUNE-AUGUST	Mentors are selected and notified. New teachers (mentees) are notified who their mentors will be.
AUGUST (week before School opens)	Mentor training. Orientation for New Teachers – 2 days. Mentors and mentees meet.
SEPTEMBER	Individual pairs of mentors and mentees establish a schedule of meetings, observations, etc. Principals establish a schedule of meetings for new teachers (mentees) to get together throughout the years (minimum of two).
SEPT.-DECEMBER	Meetings, observations continue.
JANUARY	All mentors throughout the district meet to discuss issues, concerns, and the program in general.
JANUARY-APRIL	Meetings, observations continue.
MAY	All mentors meet to discuss and assess program.
JUNE	Mentors notify the Superintendent if they wish to continue to be mentors. Mentees complete a survey on the Induction/Mentoring Program for the purposes of evaluating the program.

The Braintree Mentoring Committee will meet periodically and monitor the activities of the Mentoring Program.

BUDGET

Orientation Day

Mentor Training

Mentors are paid for two days based on summer workshop hourly wage as specified in the Teachers' Contract.

Stipend

Mentors shall receive a stipend of \$1,000.00 per mentee. Mentors will not be assigned more than two mentees and mentor duties will be assigned and performed consistent with the mentor-mentee agreement. .

Cost of substitute teachers to cover classes so mentors/mentees can do classroom observations.

MENTOR/MENTEE AGREEMENT

Both parties agree to:

- *Maintain a confidential non-evaluative relationship.
- *Spend a minimum of one working day before the opening of school consulting on lesson plans. During this day, a tentative schedule of visits, meetings, and observations will be planned.
- *Meet on a weekly basis to determine progress, identify needs, and volunteer assistance.
- *Observe and provide feedback on a monthly basis at a mutually agreed upon time.
- *Incorporate the Curriculum Frameworks into practice.
- *Arrange monthly observations between the mentor and the mentee, and/or between the mentee and other colleagues. Mentors will submit a monthly log of all mentoring activities to the principals. A copy will be sent to the mentee.
- *Attend system-wide meetings throughout the year. Mentor meetings will be held in January and May. A minimum of two meetings will be held for beginning teachers.

The mentor/mentee relationship may be terminated by mutual agreement at any time. In the event one party wishes to terminate the agreement, approval will be required by the Principal and/or Director, if applicable.

Signed _____
Mentor Teacher

Signed _____
Mentee Teacher

Signed _____
Principal

Signed _____
Director

MONTH _____

Mentee

Mentor

Monthly Mentor Log

The mentor and mentee should use this space to record observations, discussions, and other activities. Both should initial the record after each activity.

<u>Date</u>	<u>Activity</u>	<u>Time</u>	<u>Initials</u>
-------------	-----------------	-------------	-----------------

APPENDIX E

RECERTIFICATION

Pursuant to the requirements of Recertification Regulations, CMR 44.00, adopted by the Massachusetts Board of Education, the parties agree as follows:

1. The Principal shall be responsible for approving the Individual Professional Development Plans (IPDPs) of educators at the elementary level. The Curriculum Director shall be responsible for approving the IPDPs for all specialists (K-12) and all other educators at the middle school and high school levels.
2. The IPDP will be submitted on the form approved by the Association and the Committee.
3. IPDPs which are consistent with current district, school or department goals, shall be approved. Each educator will be provided with a copy of such documents(s) within five school days of request.
4. The supervisor responsible for approval will return the approved IPDP to the individual educator no later than 10 school days following receipt of the IPDP. This timeline also applies to disapproval and final endorsements.
5. In the case of disapproval, the supervisor will state specific reasons for disapproval in writing to the educator and will specify what changes need to be made in the IPDP to gain approval. This provision will also apply in the case of any amendment to the plan and/or withdrawal of approval at any time during the recertification cycle.
6. An educator on leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
7. This Memorandum shall be considered as incorporated into the collective bargaining agreement between the parties. However, in the event that educators are no longer required by regulation to obtain initial approval or final endorsement of an IPDP for recertification, this Memorandum shall be declared null and void.

APPENDIX F

POLICY REGARDING COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS

The Braintree School Committee recognizes that citizens of a community have a right to examine and criticize school materials. In order to assist school personnel in handling complaints concerning instructional materials, procedures based on due process are to be established by the Superintendent of Schools.

The final decision for controversial reading material shall rest with the Braintree School Committee after careful examination of the material and consideration of the recommendation of the Superintendent of Schools.

PROCEDURE FOR HANDLING COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

1. All criticisms or challenges of materials should be received courteously. The critic should be thanked for his or her interest in the education of the community's children. The name of the complainant should be requested.
2. If the complainant identifies himself, he should then be informed that a procedure has been established. A "Request for Reconsideration of Materials" form should be completed and submitted. A form letter outlining the school policy should be available with a "Request" form attached. The need for obtaining specific information should be emphasized as essential to a speedy resolution of the complaint or the problem.
3. After the complaint is reduced to writing and is formally received, an appropriate administrator should consult with the teacher concerned, any other individual he/she may wish to involve, check the material, and make a judgment. If in the administrator's judgment the material in question is appropriate this shall be communicated to the parties involved.
4. If the complainant is not satisfied, or if the administrator feels that there is some validity to the complaint, the matter will be referred to the Superintendent of Schools.
5. The final step in the process rests with the policy statement that the School Committee will make the final judgment after considering the recommendation from the Superintendent of Schools.

BRAINTREE PUBLIC SCHOOLS

Request for Reconsideration of Materials

Type of material (book, film, pamphlet, etc.): _____

Title of material: _____

Author (if known): _____

Publisher: _____

Date of Publication: _____

Request initiated by (name, address, phone number): _____

Do you have a child in the school concerned? _____ Yes _____ No

Complainant represents: _____ Self
_____ Organization – name
_____ Other group – identify

1. To what in the material do you object? (Please be specific. Cite words, pages and nature of content): _____

2. Why do you object to this material? _____

3. Are you acquainted with the range of materials being used in the school system on this general topic? _____

4. Do you approve of presenting a diversity of points of view in the classroom? _____

5. What would you like your school to do about this material?
_____ Do not expose or assign to my child.
_____ Withdraw it from all students as well as my child.
_____ Send it back to the appropriate school department for re-evaluation.
_____ Other (explain)

Signature of Complainant: _____ Date: _____

APPENDIX G

AGREEMENT

**Between
The Braintree School Committee
And the
Braintree Education Association
Regarding**

Implementation of Chapter 385 of the Acts of 2002, An Act Further Protecting Children

This Agreement is reached on August 26, 2003 regarding the implementation of the above named statute, known as the "CORI Law" which requires the School Committee to obtain Criminal offender record information ("CORI") on all current and prospective employees who may have direct and unmonitored contact with children. The above-cited legislation amends M.G.L. c. 71, §. 38R. The parties (the School Committee and the Association) agree as follows:

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks with respect to current employees shall take place not more than once every three (3) years. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her report.

After review of a CORI report, the Superintendent, if he/she deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

BRAINTREE PUBLIC SCHOOLS CALENDAR

SCHOOL YEAR 2009-2010

SEPTEMBER 19 days (19)

M	T	W	T	F
	1	2	3	4
<u>7</u>	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 21 days (40)

M	T	W	T	F
			1	2
5	6	<u>7</u>	8	9
<u>12</u>	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER 18 Days (58)

M	T	W	T	F
2	<u>3</u>	4	5	6
9	10	<u>11</u>	12	13
16	17	<u>18</u>	19	20
23	24	<u>25</u>	<u>26</u>	<u>27</u>
30				

DECEMBER 17 Days (75)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	<u>24</u>	<u>25</u>
<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	

JANUARY 19 Days (94)

M	T	W	T	F
				<u>1</u>
4	5	6	7	8
11	12	13	14	15
<u>18</u>	<u>19</u>	20	21	22
25	26	27	28	29

FEBRUARY 15 Days (109)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
22	23	24	25	26

MARCH 23 Days (132)

M	T	W	T	F
1	2	3	4	5
8	9	<u>10</u>	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 16 Days (148)

M	T	W	T	F
			1	2
5	6	7	8	<u>9</u>
12	13	14	15	16
<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>
26	27	28	29	30

MAY 20 Days (168)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<u>31</u>				

JUNE 12 Days (180)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16		

5 Days (185)

	17	18		
21	22	23		

- 9/1 First day for teachers
- 9/2 First day for students (grades 1-9)
- 9/3 First day for students (grades 10-12)
- 9/04 No School
- 9/07 Labor Day
- 9/10 First day for Kindergarten students
- 10/07 ½ Day – Prof. Dev.
- 10/12 Columbus Day
- 11/03 ½ Day – Prof. Dev
- 11/11 Veterans Day
- 11/25 Half-Day
- 11/26, 27 Thanksgiving
- 12/24-1/1 Winter Break
- 1/18 M. L. King, Jr. Day
- 1/19 ½ Day – Prof. Dev.
- 2/15 -19 February Break
- 3/10 ½ Day – Prof. Dev.
- 4/02 Good Friday
- 4/19-4/23 Spring Break
- 5/31 Memorial Day
- 6/16 Last day for students, K-9, half-day, unless necessary to go beyond this date to meet the 180-day requirement.
- 6/17 Last day for students, grades 10 & 11, half-day and all teachers, unless necessary to go beyond this date to meet the requirements of the negotiated agreement.

SCHOOL YEAR 2011-2012

SEPTEMBER 18 days (18)

M	T	W	T	F
<u>5</u>	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 20 days (38)

M	T	W	T	F
3	4	<u>5</u>	6	7
<u>10</u>	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER 19 Days (57)

M	T	W	T	F
	<u>1</u>	2	3	4
7	8	9	10	<u>11</u>
14	15	16	17	18
21	22	<u>23</u>	<u>24</u>	<u>25</u>
28	29	30		

DECEMBER 17 Days (74)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>

JANUARY 20 Days (94)

M	T	W	T	F
<u>2</u>	3	4	5	6
9	10	11	12	13
<u>16</u>	17	18	19	20
23	24	25	<u>26</u>	27
30	31			

FEBRUARY 16 Days (110)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>
27	28	29		

MARCH 22 Days (132)

M	T	W	T	F
			1	2
5	6	<u>7</u>	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL 15 Days (147)

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
23	24	25	26	27
30				

MAY 22 Days (169)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
<u>28</u>	29	30	31	

JUNE 11 Days (180)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	<u>15</u>
<u>18</u>	19	20	21	22

5 days (185)

- 9/05 Labor Day
- 9/06 First Day for teachers
- 9/07 First day for students (1-9)
- 9/08 First day for students (10-12)
- 9/13 First day for Kindergarten students

10/05 ½ Day – Prof. Dev

10/11 Columbus Day

11/01 ½ Day – Prof. Dev

11/11 Veterans' Day

11/23 Half Day

11/24, 25 Thanksgiving

12/26 – 1/2 Winter Break

1/16 M. L. King, Jr. Day

1/26 ½ Day – Prof. Dev.

2/20-24 February Break

3/07 ½ Day – Prof. Dev

4/06 Good Friday

4/16-20 Spring Break

5/28 Memorial Day

6/15 Last day for students, K-9, Half-Day, unless necessary to go beyond this date to meet the 180-day requirement.

6/18 Last day for students, grades 10 & 11, Half-Day and all teachers, unless necessary to go beyond this date to meet the requirements of the negotiated agreement.

SCHOOL YEAR 2012-2013

SEPTEMBER 18 days (18)

M	T	W	T	F
<u>3</u>	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER 22 days (40)

M	T	W	T	F
1	2	<u>3</u>	4	5
<u>8</u>	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER 19 Days (59)

M	T	W	T	F
			1	2
5	<u>6</u>	7	8	9
<u>12</u>	13	14	15	16
19	20	<u>21</u>	<u>22</u>	<u>23</u>
26	27	28	29	30

DECEMBER 15 Days (74)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>
<u>31</u>				

JANUARY 21 Days (95)

M	T	W	T	F
	<u>1</u>	2	3	4
7	8	9	10	11
14	15	16	17	18
<u>21</u>	22	23	24	25
28	29	30	<u>31</u>	

FEBRUARY 15 Days (110)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>
25	26	27	28	

MARCH 20 Days (130)

M	T	W	T	F
4	5	<u>6</u>	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	<u>29</u>

APRIL 17 Days (147)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>
22	23	24	25	26
29	30			

MAY 22 Days (169)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
<u>27</u>	28	29	30	31

JUNE 11 Days (180)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
<u>17</u>	<u>5 days (185)</u>			
	<u>18</u>	19	20	21
24				

- 9/03 Labor Day
- 9/04 First Day for teachers
- 9/05 First day for students (1-9)
- 9/06 First day for students (10-12)
- 9/11 First day for Kindergarten students

- 10/03 ½ Day – Prof. Dev
- 10/08 Columbus Day
- 11/06 ½ Day – Prof. Dev
- 11/12 Veterans' Day Observed
- 11/21 Half Day

- 11/22, 23 Thanksgiving
- 12/24 – 1/1 Winter Break
- 1/21 M. L. King, Jr. Day
- 1/31 ½ Day – Prof. Dev.

- 2/18-22 February Break
- 3/06 ½ Day – Prof. Dev
- 3/29 Good Friday

- 4/15-19 Spring Break
- 5/27 Memorial Day

- 6/17 Last day for students, K-9, Half-Day, unless necessary to go beyond this date to meet the 180-day requirement.

- 6/18 Last day for students, grades 10 & 11, Half-Day and all teachers, unless necessary to go beyond this date to meet the requirements of the negotiated agreement.

INDEX

	Page
Academic freedom	44
Administrative facilities	29
Administrative working conditions	29
Administrative Assistants	33
Agency Service Fee	44
Arbitration	4
Assignment, Teacher	11
Association Activities	17
Calendar	13, 125
Career Award	49
Citizenship rights	27
Class size	5
CORI Agreement	124
Course cost reimbursement	24
Dismissal	44
Duration	46
Employment, initial	12
Evaluation: Administrators	84
Administrative Assistants	103
Teachers	66
Nurses	95
Paraeducators	104
Occupational & Physical Therapists and Assistants	108
Evening Meetings	14
Extra curricular stipends	58
Facilities:	
Administrative	29
Teacher	18
Use of	26
Family course benefits	28
Federal programs	26
General	27
Grievance procedure	3
Health and Safety	49
Health Insurance Co-Pay - Appendix C	116
Hours: Teachers	9
Registered nurses	31
Administrative Assistants	34
Paraeducators	39
Insurance	23
Leaves of Absence	16
Extended	16
Family/medical	15
Maternity	16, 17
Military	16
Sabbatical	18
Temporary	14
Load, working, teacher	9
Lockout	46
Longevity	49

Mentoring	117
Negotiation procedure	3
Non-teaching duties	10
No Strike – Lockout	46
Nurses	30
Off – schedule hiring	12
Observation, Teacher	75
Occupational Therapists	43
Occupational Therapists Assistants	43
Paraeducators	37
Payroll deductions	26
Personal Days	14
Personal injury benefits	25
Personnel files	5
Physical Therapists	43
Physical Therapists Assistants	43
Preamble	1
Printing	46
Procedure for complaints re: instructional materials	122
Professional development	24
Promotions	8
Recall rights	22
Recognition	1
Records, accessibility	19
Reduction in staff	19
Registered nurses	30
Sabbaticals	18
Salaries	
Administrators	51
Title I teachers	56
Coaches	60
Extra-curricular	58
Non-administrative	52
Occupational and Physical Therapist Assistants	57
Paraeducators	56
Nurses	54
Administrative Assistants	53
Teachers	47
School Committee rights/obligations	2
Scope of agreement	2
Seniority list	22
Sick leave	12
Sick leave bank	28
Specialists and special programs	6
Substitute teachers	22
Summer school	26
Textbooks	6
Title I Teachers	41
Transfers	11
Travel allowances: Teachers	11
Nurses	31
Vacancies	8

MEMORANDUM OF AGREEMENT (MOA)

Between the

**BRAINTREE SCHOOL COMMITTEE (BSC or
'Committee)**

And the

BRAINTREE EDUCATION ASSOCIATION (BEA)

September 1, 2008 to August 31, 2009

April, 2008

Except as modified in this Memorandum of Agreement, the collective bargaining agreement between the parties, effective September 1, 2005 to August 31, 2008, will be extended to August 31, 2009. This MOA is subject to ratification by both parties.

Housekeeping Matters

All interim agreements bargained between the parties during the 2005-2008 contract are hereby incorporated into the new agreement.

Salaries

All Appendix A Salary Schedules will be increased by 2% effective September 1, 2008.

Reopener

If any other union of employees of the Town of Braintree or of the School Department reaches an agreement for the Fiscal Year Ending June 30, 2009 that secures for its members an across the board increase of more than 2% or any economic benefit over and above a 2% increase, the parties shall meet to reopen negotiations for the September 1, 2008 to August 31, 2009 contract year.

For the Braintree School Committee

For the Braintree Education Association

