

**CONTRACTUAL
AGREEMENT**

between

BELMONT SCHOOL COMMITTEE

and the

BELMONT EDUCATION ASSOCIATION

UNIT A

Effective

September 1, 2005 to August 31, 2007

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into this 1st day of September, 2005 by the BELMONT SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the BELMONT EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE ONE - PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of BELMONT, and that good morale within the teaching staff of BELMONT is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- (a) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff, and so:
- (b) To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE TWO - SCOPE

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all contractual instructional personnel, nurses, including long-term substitutes as defined below (all hereinafter referred to as teachers) excluding all principals, assistant principals, coordinators, directors, department chairpersons, master teachers, non-instructional personnel, tutors, professional aides and those employed for less than sixty (60) days. Also excepted is every employee who on the effective date of this Contract or thereafter shall be designated by the Committee as a representative of the Committee for the purpose of such bargaining. For the purpose of this Contract, a long-term substitute is defined as a person who is employed to fill the position of a teacher who it is known is absent or on leave for more than sixty (60) calendar days. A long-term substitute will be informed of his or her status at the time of hire. All provisions of this Contract shall apply to teachers in this status except Articles 7, 9, 11, 16, 17 and 23. Notwithstanding the foregoing, long-term substitutes shall be entitled to the benefits of Article Seven at the commencement of a second consecutive year of employment.

ARTICLE THREE - RIGHTS AND RESPONSIBILITIES

3.1 Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility and final authority for establishing the policies for the control, direction and management of the Belmont Public Schools; it is the responsibility of the Superintendent to implement and administer these policies and the teachers to work to the best of their ability to carry them out.

3.2 It is agreed that the only limitation placed upon the School Committee in its right, responsibility and authority to establish policies is in reference to those which concern wages, hours and conditions of employment and have been bargained for and are included herein.

3.3 Both parties agree that it is their responsibility to abide by the terms of the Contract for its duration.

ARTICLE FOUR - NO STRIKE PROVISION

The Association and its members agree that they will not cause, or sanction, or take part in any strike, walkout, slowdown, or work stoppage.

ARTICLE FIVE - GRIEVANCE PROCEDURE

5.1 Definition

A grievance is defined as a dispute involving the alleged violation or application or the interpretation of a specified provision of the Contract.

5.2 Time Limits:

All time limits herein shall consist of calendar days exclusive of days when the students are not in regularly scheduled classes. In the event a grievance is filed on or after June 1, which, if left unresolved to the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practical. The time limits shall be reduced according to the following manner:

Level 1 shall be bypassed and the grievance shall be brought directly to Level 2. The Superintendent shall respond within five (5) days of the time the written grievance is presented to him/her. At Level 3, each party shall not have more than seven (7) days to act. The time limits indicated hereunder shall be considered maximum unless extended by mutual agreement in writing.

Failure of the Committee or its designee to respond at any level within the stated time limits shall entitle the Association to process the grievance at the next level.

5.3 Grievances shall be processed as follows:

- (a) **Level One:** A teacher with a grievance will present it to his or her Principal either directly or through the Association within fourteen (14) days of the occurrence of the event upon which the grievance is based. If the grievance affects more than one person, the Association may file the grievance. In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to the immediate supervisor. The Principal or supervisor shall give an answer within seven (7) days.
- (b) **Level Two:** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may, within ten (10) days of the Level One answer, present the grievance in writing to the Superintendent. Within seven days after receiving the grievance, the Superintendent or designee shall meet with the employee and the Association representatives in an attempt to resolve the grievance. The Superintendent or designee shall respond to the grievance in writing within seven (7) days of said meeting.
- (c) **Level Three:** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may, within ten (10) days of the Level Two answer, present the grievance in writing to the School Committee. The School Committee will hear the

grievance at the next regularly scheduled meeting provided that the request has been submitted prior to the closing of the agenda. The School Committee may call a special meeting to hear the grievance. The School Committee shall make every effort to decide the grievance at the same meeting it is heard. Failing to do so, it shall be decided within ten (10) days or at the next regularly scheduled meeting, whichever is sooner. Any grievance filed at Level Three by June 15 will be heard at Level Three on or before June 30.

- (d) **Level Four:** If the grievance is not resolved to the satisfaction of the Association, the Association may, within ten (10) days of the Level Three answer submit the grievance to arbitration by giving notice to the School Committee.

5.4 Arbitration:

- (a) In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within seven (7) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules from such panel.
- (b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case.
- (c) The arbitrator's award shall be in writing and shall set forth the findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association.
- (d) Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

5.5 General Provisions:

- (a) Before a grievance is presented by a teacher at Level Two, the teacher shall discuss the grievance with the Professional Rights and Responsibilities Committee of the Association.
- (b) The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.
- (c) The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association.
- (d) Provided that parties to the Contract agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.

- (e) The School Committee, the Administration, and the Association will cooperate with each other in their investigation of any grievance and further will furnish each other with such information as is necessary for the processing of any grievance.
- (f) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- (g) If a grievance affects a group of teachers and more than one Principal is involved, the Association may submit such a grievance in writing to the Superintendent, and the processing of such grievances will be commenced at Level Two. In such a case the time limits for initial filing set forth as in Level One must be followed. The Association may process such grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
- (h) Except as provided in RIF Article 27.7 the decision to dismiss or not rehire a teacher with professional status or without professional status or the procedure followed in accomplishing this, is not subject to arbitration under any provision of this Contract.

ARTICLE SIX - SICK LEAVE

6.1 Teachers shall receive fifteen (15) days sick leave per school year with unlimited accumulation. Up to five (5) days per year may be used for absence due to illness of a member of the teacher's immediate family or household. These days would be taken out of the teacher's fifteen (15) personal sick days.

6.2 A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the teacher is capable of resuming the responsibilities of his/her position, may be required after an absence exceeding five (5) consecutive school days or fifteen (15) intermittent school days due to personal illness.

6.3 Teachers new to the system will, upon being hired, receive sick leave credit as provided in this Article pro-rated from the day they are, by contract, to report for work within the school system. Full credit will be given if their contract calls for them to report on the first teacher work day.

ARTICLE SEVEN - SICK LEAVE BANK

7.1 A sick leave bank for use by eligible teachers covered by this Contract who have exhausted their own sick leave and who have serious illness, has been established.

7.2 Teachers new to the system shall contribute one (1) day of sick leave to the Bank in the first year of employment.

7.3 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days.

7.4 Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.

7.5 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) members shall be designated by the Association. Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

- (a) Adequate medical evidence of serious illness.
- (b) Prior utilization of all eligible sick leave.
- (c) Length of service in the Belmont School System.
- (d) Propriety of use of previous sick leave.

7.6 If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each teacher covered by this Contract. Each additional day will be deducted from the teachers' annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

7.7 The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE EIGHT - EXCUSED LEAVE

8.1 Annually, teachers shall exercise their professional discretion in taking up to two (2) days excused leave with pay for those obligations of a personal nature that cannot be met outside those normal school hours during which the employee has professional responsibilities, but in no event will such days be used for personal recreation or outside occupation.

8.2 In addition, teachers may be granted an additional day of excused absence for valid reasons subject to these same standards. Requests stating reasons shall be made in writing through their immediate supervisor.

The days in Sections 1 and 2 need not be taken in any particular order.

8.3 Whenever practicable, notice must be submitted in writing to the Superintendent or his/her designee at least seventy-two (72) hours before the absence is to occur.

8.4 If the Superintendent believes the purpose of the leave is not of the nature specified above, then he/she will decline to approve the payment for such leave, but the teacher may take the leave. If the individual teacher contests the Superintendent's decision, he/she may present the matter through the grievance and arbitration procedure.

ARTICLE NINE - LEAVES

9.1 Maternity Leave

(a) **Notice of Pregnancy.** The teacher shall notify the Superintendent in writing near the beginning of the seventh month of her pregnancy of her pending leave. Such notice will contain the approximate date on which the teacher intends to commence extended leave under this Article.

(b) **Statutory Leave.** Upon receipt of at least two (2) week's written notice of her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D. Consistent with her health, the teacher will try to commence such leave at the beginning of a semester or at a school vacation period. If the teacher's health permits, the teacher is entitled to return from this leave any time before the expiration of eight (8) weeks on five (5) days notice and provided a physician's statement of good health is submitted.

(c) **Notice of Return.** The date of the anticipated return will be established with the Superintendent at the time the leave commences. At the time of return a physician's statement of good health must be presented upon request

(d) **Termination of Pregnancy.** In the event of a termination of pregnancy, the teacher may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health.

9.2 Extended Leaves without Pay

(a) **Extended Parenthood Leave.** In the event any teacher who has completed three (3) full years of service in the Belmont School System desires a leave without pay longer than eight (8) weeks provided by statute, then at the option of the teacher, such leave will expire on the September 1 following the birth of a child or the subsequent September 1. In no event may such leave be combined with any other leave so that the total consecutive unpaid leave time exceeds (2) years. This procedure will be followed for a teacher whose spouse gives birth, or for a teacher who adopts or fosters a child.

A teacher returning from extended leave under the provisions of this Section will be placed on the next step of the salary schedule if actively employed by the Belmont School System for at least ninety (90) days in the school year in which the leave commenced.

(b) **Career Leave.** A leave of absence to explore other career possibilities will be available to teachers with professional status. Application should be filed as soon as practical during the school year preceding the year in which the leave is to be effective and must be filed by June 1. No leave already granted may be withdrawn after May 1 if the replacement for the teacher on leave has been accepted by the Superintendent, or if a Letter of Intent has been issued in the event the Superintendent has not appointed a replacement. All leaves will be for a term of one year commencing September 1. A teacher is entitled to opt for a second year leave if the total consecutive unpaid leave time does not exceed two years.

A teacher on such leave will be subject to the Reduction In Force provisions of the collective bargaining agreement as if actively employed. An individual who returns from such leave may not reapply for another career leave until he/she has completed five additional years in the Belmont School System.

(c) **Exchange Teacher.** A leave of absence for up to two years may be granted (with the approval of the Superintendent) to a teacher with professional status who serves as an exchange teacher (either nationally or internationally) and is a full-time participant in the program. Requests for leave shall be made by April 1 of the school year previous to the school year for which the leave of absence is requested. Leaves will be granted by the Superintendent for one or two full school years with the return to service coinciding with the beginning of the school year. The exchange year(s) will count toward seniority for the Belmont teacher. A returning teacher shall be granted the salary credit he/she would have attained and he/she remained in the school system.

(d) **Community Service Program Leave.** A teacher may request a leave of absence to participate in a community service program under the same conditions as stated in Section 9.2c.

(e) **Military Leave.** A leave of absence will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, within the time required by law, the teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of two (2) years. Benefits under Federal or State law shall not be diminished by this Section.

(f) **Family Illness Leave.** A leave of absence without increment may be granted to a teacher with professional status for up to one year for caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent. A teacher may return from such leave at the beginning of the school year or at the end of the leave period originally granted unless it is feasible to return the faculty member to an assignment at a different time without educational upset.

(g) **Adoption Leave.** In the case of an adoption, an (8) eight-week leave will commence for either parent when the child enters the home or when the adoption process (i.e., travel requirements) makes an earlier beginning necessary immediately prior to the child entering the home.

(h) **Other Leaves.** Other leaves of absences without pay and/or increment may be granted by the Superintendent.

All benefits to which a teacher is entitled at the time the leave of absence commences, including unused accumulated sick leave, shall be restored upon return from such leave. It is recognized that no specific position can be held open during such leaves, but in all instances every effort will be made to assign a teacher to a substantially equivalent position as is then available to the one held at the time the leave commenced.

To the extent permitted by the Town's insurance policy or practice, the teacher may have the option to remain in the health and life insurance programs by payment of the required premium.

9.3 Leaves With Pay

While on a leave a teacher will be considered actively employed in the school system, and all rights and benefits to which a teacher is entitled shall be credited and available to the teacher. To the extent permitted by law, the teacher shall have the option to remain in the fringe benefit program such as health/life insurance by contributing the amount the teacher would have been required to contribute if actively employed, and the Town shall contribute the amount it would have normally contributed.

Upon return from such leave, the teacher shall be restored to the position that the teacher held at the time the leave commenced. If the position has been abolished, the teacher shall be assigned to a substantially equivalent position. If a reduction in force has taken place in accordance with the terms of this Agreement, the teacher on leave shall be subject to such terms as if actively employed. This provision shall not prevent a teacher from accepting a more favorable position in the school system if offered by the Superintendent or the Superintendent's designee.

9.4 Notice of Intention to Return (Leaves With or With Out Pay)

Between February 1 and February 15 of the calendar year in which a leave of absence is to expire, the Superintendent or designee will notify each teacher on leave by certified mail to the last address on record in the Superintendent's office of his/her obligation to notify the School Department of his/her intention to return. Thereafter, the teacher must notify the Superintendent, in writing, by March 1 or within ten (10) days of proof of delivery, whichever is later, of the teacher's intention to return in September. Failure to provide such notice to the Superintendent shall be deemed a resignation from the school system.

ARTICLE TEN – BEREAVEMENT LEAVE

10.1 In the event of a death in the immediate family of a teacher as defined below, the Superintendent will grant the teacher up to a maximum of five (5) consecutive funeral leave days, provided that payment will be made only for those days upon which the teacher has professional responsibilities, and shall not apply to Saturdays and Sundays.

10.2 "Immediate family" is defined as the teacher's spouse, domestic partner, child, parent or sibling.

10.3 Three (3) consecutive days in accordance with the terms of Section 1 above shall be granted in case of the death of the teacher's grandparent, parent-in-law, son in-law, daughter-in-law, grandchild, or member of the teacher's immediate household or the spouse or child of a sibling.

10.4 In accordance with the provisions of Section 1 above, one (1) day of leave will be allowed to attend the funeral service or other obligations in the case of the death of a relative or close friend not otherwise included in this Article.

ARTICLE ELEVEN - STAFF DEVELOPMENT

11.1 The Belmont Education Association and the Belmont School Committee agree that the strength of the school system depends upon the opportunities teachers have for continued professional development. Therefore, in addition to standard in-service training and those opportunities detailed in Articles 9, 21, and 23 of this Contract, the Association and the Committee also agree that teachers should be encouraged to pursue individual study that will enhance their ability to contribute to the school system. Resources permitting, such study may be undertaken through a school year sabbatical leave, or teacher exchange as specified below.

11.2 School Year Sabbatical Leave

(a) The intent of a sabbatical leave is to allow the teacher professional growth which he/she could not normally attain while meeting his/her full-time responsibilities to the Belmont Public Schools.

(b) Only teachers with professional status with seven (7) consecutive years of service in Belmont shall be eligible for a sabbatical leave under the terms of Chapter 71, Section 41A of the General Laws of Massachusetts.

(c) A teacher who has received a sabbatical leave shall not be eligible for another until he or she has completed seven (7) additional years of service in the Belmont Public Schools.

(d) Each sabbatical will be for a term of either 1/2 school year or one full school year at the rate of 2/3 of the salary he/she is receiving at the time the leave begins. Upon return, the teacher shall receive the same salary and other benefits as he/she would have received had the teacher not been on leave.

(e) The intent to apply for sabbatical leave shall be filed by February 1. By March 1, a specific application with the program and/or expected university (if applicable) will be submitted to the Superintendent. The final decision by the School Committee will be made by the first meeting in April.

(f) Before accepting such sabbatical leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws Chapter 71, Section 41A, to return to the active service of the Belmont School Department for a period of at least twice the length of such leave. A teacher who does not fulfill the agreement shall have agreed in writing to pay the Town the proportionate amount of such salary received by the Sabbatical Leave provided that the teacher may be released from such payment if his/her failure to serve twice the length of the leave is due to disability, death, or if he/she is discharged from his/her position by the School Committee.

A teacher will also submit a written report to the Superintendent concerning activities during the Sabbatical Leave.

11.3 Tuition Reimbursement

The intent of this section is to allow and encourage teacher professional growth while meeting his or her responsibilities to the Belmont Public Schools. The Committee agrees to budget and expend up to:

\$45,000 (which includes full tuition reimbursement for courses highly recommended by the District) in the 2005-2006 school year, which will be used to reimburse teachers who take graduate level courses from accredited degree granting institutions. The following guidelines must be followed:

\$50,000 (which includes full tuition reimbursement for courses highly recommended by the District) in the 2006-2007 school year, which will be used to reimburse teachers who take graduate level courses from accredited degree granting institutions. The following guidelines must be followed:

- (a) The course work must have the prior approval of the Superintendent.
- (b) Teachers must present evidence of payment and receipt of credit for qualifying courses on a form provided by the School Department.
- (c) The maximum amount of reimbursement is \$450 per individual effective September 1, 2005, and \$500 per individual by fiscal year effective September 1, 2006. The amount per individual is in addition to tuition reimbursement for courses highly recommended by the District.
- (d) Reimbursement for courses highly recommended by the District will occur twice a year, in December and June. All other reimbursement shall be made once during each fiscal year.
- (e) From the maximum amount reserved for tuition reimbursement for each year, claims for tuition reimbursement for courses highly recommended by the District shall be paid first.
- (f) Should claims for tuition reimbursement for other courses exceed the balance remaining after application of (e) in any given fiscal year, each teacher will receive a prorated amount of his/her claim.
- (g) Content of all course work shall be within the parameters of the requirements for state certification.

11.4 Teacher Exchange

The School District will participate in a staff exchange program with those school districts in the United States and those foreign countries with similar educational standards.

The purpose of the exchange program is to provide Belmont teachers with a new and different professional experience.

- (a) To be considered for the program, a staff member must:
 - (1) have completed five (5) years of service in Belmont and have served five (5) years since any previous leave;
 - (2) make application prior to February 1 of the year preceding the exchange year;
 - (3) be recommended by his/her building Principal.
- (b) Final approval of an exchange will be granted by the Superintendent of Schools. Approval will be based on the interest of a Belmont teacher who meets the qualifications prescribed above, the effect of the exchange on the district, and the acceptance of an exchange teacher as a replacement.
- (c) Exchange teachers who will be coming to Belmont will be accepted on the basis of:

- (1) academic background and strength of subject knowledge;
- (2) demonstrated success as a classroom teacher;
- (3) recommendation of the home Principal and the Superintendent of Schools;
- (4) ability to fulfill the assignment of the teacher leaving Belmont.

(d) Teachers who apply to come to Belmont under the exchange program will go through a comparable selection process that Belmont follows in hiring any new member of the staff. Exceptions may be made by the Administration for the interview process.

(e) Belmont staff members who participate in an exchange will be under contract with the exchange district except for salary and benefits.

(f) The teacher coming to Belmont will be under contract with Belmont except for salary and benefits.

(g) The exchange year will count toward seniority for the Belmont teacher.

(h) Final disposition of the application will take place only if both participating school systems accept the respective applicants. Failure by either school system to do so will terminate the proposal.

ARTICLE TWELVE - AUTHORIZED ABSENCE

No salary deductions shall be made for absences for attendance at conferences and meetings as a representative of the Belmont Public Schools and for other absences authorized by the Superintendent or designee.

ARTICLE THIRTEEN - RELIGIOUS HOLIDAYS

Teachers who are members of the faith which requires they celebrate the religious holidays of Rosh Hashanah and Yom Kippur shall be granted these days off with pay provided they give advance notice prior to the close of the first week of school.

ARTICLE FOURTEEN - SCHOOL YEAR

14.1 The school year calendar for students will consist of 180 student days plus five allowed for emergency cancellation of school; the minimum required by the Commonwealth of Massachusetts, Department of Education. Students will not be required to attend more than 180 school days.

14.2 Following the dismissal of students on the final day, teachers will be expected to meet with their supervisors for close out purposes. Principals might also use this time for a final faculty meeting.

14.3 Each year at least fourteen (14) days prior to the adoption of the School Calendar for the following school year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the Superintendent who will consider the recommendations prior to submitting the proposed calendar to the Committee.

14.4 Except as noted in paragraph 14.5 below, the teacher's normal work year will consist of the required number of student days plus the following:

(a) One "orientation" day at the start of the school year.

(b) Two conference/curriculum days.

(c) System-wide and/or building level half-day work shops may be scheduled by the Superintendent or designee within the Massachusetts Department of Education regulations for school day and school year. Such workshops will be scheduled on a regular school calendar day after the students have been dismissed at noon and shall adjourn no later than 5:00 p.m.

(d) The structure of school year vacations shall remain in place except for changes necessitated by an energy crises or a comparable emergency. Any grievance arising from the application of this provision may be submitted by the Association directly to arbitration.

14.5 Teachers new to the system may be required to report to their new assignment two week days prior to the start of the normal teacher work year. A teacher transferred from one building to another shall meet with the Principal about his/her new assignment and orientation to building procedures prior to the beginning of the school year. Supervisory personnel who receive a stipend above a teacher's salary may be required to participate in planning the program for at least one of these two days.

ARTICLE FIFTEEN - WORK DAY

15.1 The work day for teachers shall not be more than seven (7) continuous hours, including lunch and other non-class time, and will begin fifteen (15) minutes before the established starting times for students and will end fifteen (15) minutes after the established dismissal time for students (except on Fridays or the day before any non-work day when the work day will end immediately after the afternoon dismissal time). However, at the Middle and High School each teacher shall schedule a thirty (30) minute student help period immediately before (i.e. from approximately 7:30 AM until 8:00 AM at the High School, and 7:25 AM until 7:55 AM at the Middle School)) or after (i.e. from 2:00 PM to 2:30 PM or 2:30 PM to 3:00 PM at the High School and from 2:15 PM to 2:45 PM at the Middle School) that teacher's scheduled work day one day a week, excluding Fridays or the day before a non-work day.

15.2 In the event that a change in the currently established hours becomes necessary or desirable in the best interest of the students, the Committee agrees that any change will be undertaken only after prior consultation with representatives of the Association.

15.3 The Superintendent will provide a teacher-in-charge at each of the four elementary schools.

15.4 No Unit A member will be responsible in any one school year for both: (1) recess duty and (2) bus duty and before school duty. It is expected that classroom teachers will be in their classrooms, responsible for student supervision, for no more than five (5) minutes prior to the official start of the school day.

ARTICLE SIXTEEN - TEACHER ASSIGNMENT

16.1 The District will employ only those teachers who hold provisional or permanent certificates (licenses) issued by the Commonwealth of Massachusetts, Department of Education. This Section does not affect the right of the Superintendent to obtain waivers from the Department of Education.

16.2 Except in cases of emergency applicable under Department of Education regulations, teachers shall not be assigned outside their areas of certification (licensure) as established by the Massachusetts Department of Education.

- 16.3 Teachers shall be placed on the salary schedule in accordance with their training level and comparable teaching experience. The Superintendent may in his/her judgment grant credit for other relevant experience.

ARTICLE SEVENTEEN - TEACHER TRANSFER

The Committee and the Association recognize that some transfer of teachers from one assignment to another may be necessary. They also recognize that excessive transfer of teachers is disruptive to the education process. Therefore, they agree as follows:

17.1 Teachers desiring a change in assignment, either temporary or permanent, shall submit a written request to the Superintendent. Requests for transfer shall include the reason for such a change, and must be submitted between September 1 and May 1 of each school year in order to be considered for the next school year. For positions posted after May 1, incumbent teachers shall be allowed to apply for a voluntary transfer in a reasonable time. The desires of the individual teachers will receive fullest consideration, but the professional requirements of the school system will be the deciding factor on which the Superintendent will make a determination. Notwithstanding this Article, any teacher who is transferred because of the elimination of the teacher's position or a particular service shall have preference to return to that position or service if it is reinstated within three years.

17.2 When a change in the number of teachers in a school is necessary, the Superintendent will so indicate and will seek volunteers. Teachers volunteering will be given preference providing they meet the qualifications of the new position.

17.3 When involuntary transfers are necessary, a teacher's seniority, areas of competence, major and minor field of study, quality of teaching performance and recommendations of Principals involved shall be considered in determining which teacher is to be transferred. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or designee, at which time the teacher will be notified of the reasons of transfer. A teacher will have a right to respond in writing to involuntary transfer assignments. Such response will be included in the personnel file of the teacher, if so requested.

17.4 Notice of transfer will be given in writing to teachers as soon as practical and under normal circumstances not later than the close of the school year.

17.5 When a teacher is assigned or transferred to teach one or more classes in a discipline (as defined in RIF Article 27) which the teacher has not taught within the previous four years in Belmont, the following shall apply:

(a) The most senior volunteer will be assigned.

(b) In the absence of volunteers, such assignment or transfer shall be made in the inverse order of the teacher's seniority.

(c) Except in emergencies, the teacher will be notified in writing by June 15th of the preceding year. If the teacher is not notified in writing by August 15th, a staff Development Grant of at least 25 hours at the summer curriculum rate will be offered to the teacher. Grants may be approved for study programs, research, curriculum development and those activities deemed appropriate by the Committee. Time limit deadlines shall be prior to the beginning of the school year or two weeks from notification, whichever is later.

ARTICLE EIGHTEEN - VACANCIES

18.1 All professional staff vacancies including promotional positions shall be published and transmitted monthly to the President of the Association or designee and to the Principal of each school for

immediate posting. The essential job information shall be included with each such vacancy notice and no new notice will be issued unless a vacancy materializes which is not covered by the previous notice. A promotional position is one that carries a salary higher than a regular teacher's salary.

18.2 A teacher filling a position which is vacated during the school year will be considered to have a long term substitute status and that position will be advertised as a vacant position following the completion of the school year in which the long term substitute is hired.

18.3 Vacancies in positions listed as extra compensatory in this Contract shall be publicized by the appropriate Principal within his/her building and a copy sent to the President of the Association. System-wide extra-compensatory positions are subject to Section 1 of this Article.

18.4 When a vacancy occurs in a Unit B or higher administrative position, and a search or screening committee is established by the Superintendent or the School Committee, then at least one member of said committee will be appointed by the Association.

ARTICLE NINETEEN - CLASS SIZE AND ASSIGNMENT

19.1 In the best interests of the educational needs of students, the Committee and the Association agree as follows:

(a) Under normal conditions and whenever economically feasible and administratively possible, the class size policy now in effect for the elementary school level of instruction shall remain in effect throughout the life of this Contract. This policy is as follows: Class size maximums are 28 pupils for kindergarten, 30 pupils for Grades 1-3, and 32 pupils for Grades 4 and 5. When these numbers are exceeded, provided that adequate space is available, the classes will be divided and new rooms established as necessary.

(b) In order to facilitate programs which can respond to the needs of students assigned to the various levels and groupings being used at the Middle School and High School, teachers and administrators working together through the Principal's Advisory Council at the Middle School and Faculty Senate at the High School shall attempt to resolve situations concerning equity of teaching and duty assignments for all staff. Whenever practicable, duty assignments shall be rotated on an annual basis.

19.2 Whenever it is administratively possible and economically feasible:

(a) The maximum pupil load for High School teachers in the major academic areas (i.e., English, World Languages, Mathematics, Science, Social Studies and Business) shall be 125 students per teacher. This shall not circumscribe the scheduling of classes for cooperative or other types of large or small group instruction.

(b) Excluding band, chorus, orchestra and ensemble groups, maximum class sizes at the Middle School will be as follows: 24 for laboratory courses, 30 for Physical Education, and 25 for all other courses not limited by state and/or safety regulations. When no other alternative exists, to insure flexibility in programming, and to accommodate the needs of all students, non-laboratory class enrollments may be increased to a maximum of 30.

19.3 Teachers will be granted preparation time, free from student assignment, in the following manner:

(a) At the elementary level, in cases where no follow-up instruction is required, the classroom teacher will be granted a preparation period when a teaching specialist has a class under his/her supervision. When follow-up is appropriate, the classroom teacher and the specialist

will determine how much of the period the teacher's attendance is necessary. In cases of dispute between the classroom teacher and the specialist, the Principal retains final authority.

Elementary teachers, grades 1-4, will be guaranteed 30 minutes preparation time each day, and kindergarten teachers shall be guaranteed 30 minutes preparation on four out of five days, provided that it can be accomplished without increasing the staffing level. It is not the intention of the School Committee to reduce the number of minutes of preparation time.

All elementary specialists will have their classes blocked by grade level whenever the Principal determines that it is possible to do so. When it is not possible, the Principal will meet with the staff member to address the scheduling problem.

An effort will be made to schedule elementary specialists so that they have adequate time for preparation between classes to plan and carry out the instructional program. Whenever possible, for teachers who travel between buildings during the school day, a minimum of 1/2 hour shall be scheduled and allowed for travel and set-up.

- (b) The Superintendent or designee will meet with the President of the Association to review specialists' schedules before the scheduling of specialists is finalized. Any problem(s) will be worked out between the parties before the finalized schedules are provided to the specialists.
- (c) At the High School all teachers will be guaranteed a minimum of one (1) preparation period per day (2 mods = 52 minutes). At the Middle School all teachers will be granted a minimum of one (1) preparation period per day of at least fifty (50) minutes. The Committee will maintain the present level of specialist support at the fifth grade level. Because of the duties inherent with a self-contained classroom, fifth grade teachers will have no non-teaching duties, with the exception of recess.
- (d) All teachers will have a duty-free lunch recess.
- (e) Every reasonable effort will be made to secure a substitute teacher from the first day of the regularly assigned elementary teacher's absence.

19.4 High School Schedule:

(a) On the basis of a seven-period day, High School teachers working in the major academic areas will be assigned no more than thirty (30) periods per week, of which not more than twenty-five (25) shall be teaching periods.

(b) On the basis of a 15-module day, the High School Schedule academic year is as follows:

- 1) Teachers, other than science teachers, are scheduled for 45 modules of teaching per week. Teachers, other than science teachers, have 9 mods per class and five classes per week. Science teachers will have 11 mods per class and four classes per week.
- 2) As determined by each department, every teacher will be scheduled for one mod (26 minutes) per week of structured learning oversight. Each department will determine the activities of teachers and an appropriate mix of those.
- 3) No duty time except for:
 - a. Administrative Homeroom - This schedule does not include a dedicated homeroom period. The principal can schedule administrative homeroom when necessary to conduct the business of the school (e.g. distribution of student course descriptions, sign-up, etc.).
 - b. Administrative Emergencies - When

extraordinary events at the High School require teacher assistance in duties to effectively run the building, teachers will be assigned and assist in such duties.

- 4) There will be a staggered schedule for teachers: either 7:35 AM-1:59 PM, or 8:01 AM-2:25 PM. Teachers who volunteer to teach an A and O schedule on the same day will work from 7:35 AM to 2:25 PM.
- 5) Teaching modules will be 26 minutes long. Short blocks run 52 minutes. Long blocks run 78 minutes. Longer blocks for teachers, other than science will occur 1 per class one per week for 5 sections. Science teachers will have more than one per class and week for 4 sections.

19.5 Classroom Use

- (a) Kindergarten rooms will not regularly be used for Extended Care purposes. In the event that there is a space problem in an elementary school, the Superintendent or the Principal will meet with the President of the Association to problem solve that issue, and any such resolution will be for no more than one school year.
- (b) Teachers will have first preference in using their classrooms after school hours. In the event that there is a request for the use of classrooms by after school groups, principals will confer with the teacher(s) before assigning rooms. In any event, classroom use will be alternated so that no one teacher is unfairly affected, and no group will be able to use any classroom for fifteen (15) minutes after the dismissal time for students.

19.6 Up to two (2) days weekly of substitute coverage will be provided at each of the elementary schools and at the middle school primarily to alleviate incursions by meetings into the preparation time of teachers.

ARTICLE TWENTY - MEETING SCHEDULES

20.1 Teachers may be required to remain after the end of the regular work day without additional compensation to attend staff meetings.

The Committee and the Association recognize that the goals for student achievement of the ERA of 1993 and the system goals of the Belmont Public Schools Strategic Plan present us with significant challenges. We recognize that meeting of staff in various groupings: by building, by department, by grade level and district wide, are necessary for collaboration, professional development, curriculum development and alignment and information sharing to support the teaching and learning to which the parties are all committed.

The parties further recognize that all meetings should be as efficient and productive as possible and should provide, where possible, for the accumulation of PDP's for teachers' recertification, consistent with the DOE requirements.

In the effort to increase the productivity and efficiency of meetings, the parties support the following:

- (a) Every meeting will have an agenda which shall be distributed at least one school day before the scheduled meeting.
- (b) Teachers are encouraged to submit agenda items and ideas for meetings to the administrator chairing the meeting as part of the planning process for meetings.
- (c) Memos and e-mail should be used to the greatest extent possible for routine business and communication.

- (d) Meetings start (15) minutes after the dismissal of students. Meetings should start on time and all participants should come prepared for the meetings(s).
- (e) The schedule of meetings for the year will be given to all staff at the start of the school year. It is expected that all staff will respect the schedule and make every effort to avoid conflicts.
- (f) During the school year, teachers agree to make themselves available for eleven (11) hours of meeting time for legally mandated student meetings before and/or after school to discuss the needs of their students, subject to the schedules and convenience of all meeting participants.
- (g) Meetings will be scheduled as follows:

All Levels:

- 1) One (1) day of each month or ten (10) days per school year for faculty meetings of one (1) hour duration, scheduled by the principal.
- 2) Six (6) curriculum meetings per school year of one and a half hour (1.5) duration.
- 3) Two (2) meetings called by the Superintendent, if needed, of one (1) hour duration.

In addition:

Elementary:

- 1) Seven (7) meetings of one (1) hour duration will be scheduled by the school Principal. These meetings will be scheduled with the primary focus on professional activities which are collaborative in nature. Some of the meetings may be used for common planning time or professional development for which teachers will be involved in planning the agenda.
- 2) Three (3) Grade level meetings will be available for collaboration and professional development for which the teachers involved will establish the agenda.

Middle and High School:

One (1) day of each month or ten (10) days per school year for department/grade level meetings of one (1) hour duration.

20.2 Agenda for all meetings will be delivered to participants by the close of the school day prior to the date of the meeting. The omission of items from the agenda shall not preclude their being discussed.

20.3 Teachers will participate after the time of dismissal of pupils in a reasonable number of professional meetings, conferences and consulting sessions having to do with the professional commitments and responsibilities relating to their building units and the system itself.

ARTICLE TWENTY-ONE - PROFESSIONAL DEVELOPMENT

21.1 Professional Development Time shall be planned cooperatively between the administrator and staff members in each school. This is not intended to preclude individual teachers and groups of teachers from planning and attending alternative professional development activities which have been approved by the building administrator or immediate supervisor. Elementary students shall be released at least two (2) hours early on ten (10) afternoons per year so that teachers may participate in activities such as workshops, group planning and coordination, diagnosing student problems, doing tutorial work,

committee meetings with parents or professional activities. The first of these elementary release days shall coincide with the first day of school for grades 1-4.

21.2 At the High School and Middle School levels, four release days will be provided. The decision about the length (one-half or a full day) and schedule for the first day of school for fifth grade students will be made mutually by the administration and the fifth grade teachers after reviewing and evaluating the effectiveness of the previous year's schedule.

21.3 From time to time, the Committee will consider the need for additional professional development time based upon the recommendation of the Superintendent.

21.4 Applications for re-certification (license) will be made by teachers to the Department of Education. Teachers will be reimbursed \$100 for the recertification fee upon submission of proof of payment and a Form 19 to the Superintendent's Office. If multiple certificates are required by the Belmont Public Schools, then the committee will pay for more than one certification up to a maximum of \$125 reimbursement for these costs. The Superintendent will make the determination whether multiple certificates are required.

ARTICLE 22 - NEW INITIATIVES

Initiatives in curriculum and instruction are essential to a self renewing and high performing school system. Well designed curriculum addresses the needs and demands of a changing student body, new technology, advancing theories and practices in pedagogy, system-wide goals, and statutory mandates. The change process needs to be conducted in an orderly and participatory manner.

For successful implementation, curriculum revisions at the district level should be determined cooperatively by teachers, parents, and administrators through system-wide curriculum steering committees. All curriculum revisions should be consistent with the system-wide schedule for curriculum development and coordination.

Each Curriculum Steering Committee will be co-chaired by the Coordinator/Director and an Elementary Teacher. The Elementary co-chair will be chosen by the members of each Steering Committee. Membership on the Steering Committees is open to volunteers and broad representation is valued. All Elementary co-chairs will meet with the Coordinators and Directors and the Assistant Superintendent for Curriculum and Instruction a minimum of once every semester.

All final decisions on curriculum matters rest solely and exclusively with the School Committee and these final decisions are not subject to grievance and arbitration.

Statutory mandates may require immediate action or may result in the abridgment of the usual standards for implementation and the system-wide curriculum review cycle. When this is necessary, the needs will be explained to all concerned parties.

Within funding constraints, reasonable attempts will be made to provide appropriate funding, materials, and training necessary to implement a given program.

Staff who pilot materials and programs will participate in the evaluation of those materials and programs. Evaluation reports will be shared with the Steering Committee Chair, members of the Steering Committee, and teachers responsible for the learning area affected. The Steering Committee will allow for at least ten (10) school days to receive and review teacher reactions to evaluation data prior to finalizing the recommendation to the School Committee regarding the adoption of materials and/or programs. Evaluation data will be made available to all interested parties. In addition, once programs have been adopted, evaluation in a variety of forms will continue to determine the effectiveness of such programs.

ARTICLE TWENTY-THREE - SUMMER CURRICULUM WORK

Recognizing that the teacher's first responsibility is to teach, major curriculum revision consisting primarily of research, production of curriculum documents, and the analysis of instructional materials, will be conducted during the summer months by Belmont teachers on a selective-elective basis. The Superintendent shall post notification of availability of summer curriculum work by March 1. Teachers shall have the opportunity to submit proposals for summer curriculum work until April 1. Final decision on all proposals will rest with the Superintendent or the Superintendent's designee in the best interests of the School District. Teachers will be notified of the disposition of their application and proposed program by May 1. The hourly rate will be \$30.00.

ARTICLE TWENTY-FOUR - EVALUATION

24.1 A document entitled, "A Handbook for Evaluation of Unit A Personnel in Belmont" (Appendix D) which describes the process for evaluation of Unit A Personnel is part of this contractual agreement.

24.2 An official observation of the work performance of teachers on which formal evaluations are to be filed with the Superintendent will be conducted openly and with full knowledge of the teacher. Teachers will be given copies of evaluation reports prepared by their evaluators as required by the General Laws and will have the right to discuss such reports with their evaluators. There shall be no routine formal observations of teachers during the first and last eight (8) days of the school year unless the Principal gives written intent to make such observations or unless the following conditions exist:

- (a) The teacher has been recommended with reservation.
- (b) The teacher is new to the system or to the building.
- (c) The teacher demonstrated obvious unacceptable behavior.

24.3 No teacher with professional status will be disciplined, or formally reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause provided that a teacher with professional status who desires to dispute a dismissal shall pursue his/her rights under Chapter 71 of the Massachusetts General Laws.

24.4 An ongoing Committee consisting of four members appointed by the Belmont Education Association and four members appointed by the Belmont School Committee has been established for purposes of reviewing and updating the evaluation instrument currently in effect. Recommendations for change shall be agreed to in writing by a majority of the Standing Committee provided there is an affirmative vote of at least two representatives of each party and shall be submitted jointly to the School Committee for action. The current evaluation instrument will only be changed by this process.

24.5 The Belmont Education Association and the Belmont School Committee agree that changes in Section 24.4 will be made pursuant to the Contract. These changes would be subject to ratification by both the Committee and the Association. Changes pursuant to the Education Reform Act of 1993, Chapter 71, §38 will be handled pursuant to the law.

ARTICLE TWENTY-FIVE - PERSONNEL RECORD

25.1 There shall be only one official file for each teacher and this shall be maintained in the office of the Superintendent.

25.2 Any complaint regarding a teacher which becomes a matter of record shall be called to the teacher's attention by the Principal within five (5) school days, exclusive of any days on which the teacher or the Principal may be absent.

25.3 No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not of itself indicate agreement with the contents.

25.4 The teacher shall have the right to answer any material filed and the answer shall be attached to the file copy. No material of anonymous authorship will be placed in a teacher's file.

25.5 As per provisions of the General Laws, Chapter 71, Section 42C, within a reasonable time after the request is presented by the teacher, he/she shall be given access to the file, while in the presence of the Superintendent or designee, and, if the teacher desires, a representative of the Association.

25.6 Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, with the exception of confidential material solicited by the school system from other employers or from colleges or private placement bureaus.

ARTICLE TWENTY-SIX - PERSONNEL FORMS

All new personnel forms adopted by the School Department will be forwarded to the President of the Association at least thirty (30) days in advance of their utilization.

ARTICLE TWENTY-SEVEN - REDUCTION IN FORCE

27.1 If the School Committee determines, pursuant to its legal rights and responsibilities consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and this Contract, to make decisions that a reduction in the number of teachers employed is necessary or that a particular type of teaching service should be discontinued, the following policy for reduction of personnel will be used. This notification will state the Superintendent's intent to layoff a particular teacher. Said notification of intent must be given, by the close of the school year, or July 1st, whichever is earlier if the reduction in force is scheduled to take place the following September.

(a) Inasmuch as possible, normal attrition will be used whereby teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable to fill the position and who would otherwise be subject to layoff.

(b) Teachers who are not under regular contract or who are on temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will be laid off first, provided there are fully qualified teachers available who are capable of performing all the duties of the teachers to be laid off under this Section.

(c) In case of a further reduction in teaching staff, a teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is qualified to fill. For purposes of this Article, an employee whose position may not still be eligible for professional status under the laws of the Commonwealth of Massachusetts (e.g. guidance) shall be considered to have professional status if the employee has served in this position for three or more years.

(d) If the Superintendent determines that further reductions in staff are necessary which affect teachers with professional status, he/she shall retain, consistent with the requirements of all relevant laws, those teachers whom it determines are most qualified. If the Committee determines that

qualifications within the disciplines set forth below are approximately equal, then the teachers with the most seniority shall be retained. The teacher's placement on the salary schedule shall not be a consideration in determining who shall be laid off.

(e) If a teacher is assigned to more than one discipline simultaneously, the teacher will be carried on the seniority list of each discipline in which the teacher is assigned. If a teacher subsequently leaves a discipline in which that teacher was assigned, the teacher will be retained on the seniority list of the previous discipline for a period of five (5) years.

(f) In the event a position in Unit B is discontinued and the employer does not offer the displaced member another Unit B position, a displaced Unit B member who has served in the Belmont School System in a position covered by the Unit A or Unit B contract for a total of three years prior to June 30, 1987 will be pooled along with Unit A members on recall for consideration for a vacant position within Unit A which he/she is qualified to fill. If there is no vacancy, he/she shall be entitled to be transferred to a position held by a teacher without professional status which he/she is qualified to fill. If no open position (a vacancy or a position held by a teacher without professional status) exists, the displaced Unit B member will be transferred to a Unit A position for which he/she is qualified and will be subject at that time, along with other Unit A members, to the Reduction In Force provisions of the Unit A contract.

27.2 For purposes of this Article "disciplines" shall be as follows: (1) Elementary Grades K-4 and Grades 5 and 6 in Middle School; (2) English; (3) World Languages within the certification; (4) Mathematics; (5) Science within the certification; (6) Social Studies; (7) Business Education; (8) Home Economics; (9) Industrial Arts; (10) Art; (11) Music; (12) Physical Education; (13) Guidance; (14) Psychologist; (15) Reading; (16) Special Needs; (17) Speech Therapist; (18) Library/Media Specialist.

For purposes of the Article, total continuous time in the professional employ of the Belmont Public Schools in years and days as of the beginning of the current work year shall be used to compute an employee's length of service and seniority. Continuous service during an entire school year shall be treated as one year, regardless of the number of actual teacher days in that school year. Service during a portion of a school year shall be measured in teacher work days, provided the accumulation of 180 work days shall be counted as one year for purposes of seniority.

EXAMPLE: A .5 teacher for a full year would be credited with 90 days; a .6 teacher for a full year would be credited with 108 days.

Prior to school year 1994-1995, teachers less than one-half time did not accrue seniority.

Time spent on authorized leave shall not constitute a break in service and seniority will accumulate during such periods. Seniority is not broken during the recall period but does not accumulate during such time. Seniority will not be considered broken if a rified person is rehired after the recall period, unless that person had refused a job offer during the recall period. Part-time employment at less than a full day shall be added to determine the equivalent numbers of full-time days or months. Part-time work will be credited with pro-rata seniority and salary.

A list specifying the seniority and professional status of each member of the bargaining unit will be prepared by the Superintendent and forwarded to the President of the Association within forty (40) days following the execution of this Contract. If there are no objections to the list raised within forty (40) days after receipt by the President, the list will be deemed final and binding. In the event there are questions or objections raised, these will be examined by a representative of the Belmont Education Association and a representative of the Central Administration. If no agreement can be reached, the matter may be submitted to expedited arbitration for final and binding resolution. Thereafter an updated seniority list shall be supplied by the Superintendent annually by November 15.

In cases where two or more employees commence work on the same day, the date of appointment by the Superintendent shall establish their relative seniority status. In the event such employees are appointed on the same date, they shall draw lots by November 1 to establish their relative seniority status.

27.3 Except in unforeseen circumstances, teachers with professional status who are affected by reductions in staff shall normally be notified by April 15 of the school year preceding that school year in which the reduction is to be effected, but in no event later than May 15.

In the event of a decision to reduce the force during the school year, staff members being laid off will be given a minimum of sixty (60) calendar days' written notice prior to the effective date of the layoff. While it is recognized that only teachers with professional status are covered by the provisions of this Article, in view of the fact that a reduction in force may affect a teacher without professional status during a school year or after a person without professional status has been reappointed for the following school year, it is agreed that in such cases the teacher without professional status shall be given a minimum of thirty (30) calendar days' written notice prior to the effective date of the layoff.

The Association shall be provided with copies of all layoff notices.

27.4 Teachers with professional status who are on layoff, shall for eighteen (18) months after the effective date of the layoff retain first preference to recall rights in the inverse order of layoff to positions from which they were laid off or open positions for which they satisfy the qualifications for new hires in the Belmont School System.

The only benefits accorded to teachers who have been laid off and who are on the recall list, will be those specified in this Article. All other benefits gained by teachers as a result of this or successive collective bargaining agreements will be received only by those teachers actively employed.

Teachers who are recalled, shall be credited with all benefits provided for in this Contract and accrued up to the time of layoff.

Teachers on the recall list shall be entitled to membership in any group, health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the teacher pays the entire cost of the insurance pursuant to the requirements of the insurance carrier and there shall be no contribution required by the Committee or the Town for such teachers' insurance.

During the recall period, teachers who have been laid off shall be given first preference on the substitute list, if they so desire, within their discipline or areas of qualification, at the rate of pay applicable to substitutes.

Teachers laid off during the school year will, upon return, be placed on the next step of the Salary Schedule if they had served for a minimum of ninety (90) days combined during the year of the layoff and during the recall period.

27.5 For openings occurring during the school year, recall notices shall be sent via certified mail to the teacher's last address of record at the time of layoff at least twenty-one (21) days in advance of the effective date of return. For openings effective at the start of the school year, recall notices shall be sent as soon as possible. If a teacher fails to notify the School Department within seven (7) days of proof of receipt of a recall notice of his/her intention to accept recall, said teacher shall forfeit all rights to such position. A teacher who accepts recall and fails to return on the return day, shall forfeit all rights and benefits provided in this Article unless such failure is caused by illness or other emergency. A teacher who has been laid off and accepts or declines recall to a part-time position does not prejudice his/her right to be recalled to a full-time position.

27.6 A teacher with professional status who received eighteen (18) months recall rights, waives and is not entitled to a dismissal hearing pursuant to Chapter 71, Section 42 or 42A of the General Laws of Massachusetts.

27.7 Notwithstanding the provisions of Article 5, Section 5.5(h), the Association may challenge through grievance and arbitration a question of whether the procedures have been followed in a reduction in force; but such arbitration challenge will not include a challenge to the judgment of the Superintendent.

ARTICLE TWENTY-EIGHT - TEACHERS' CONTRACT SEVERANCE

Requests by teachers for release from a yearly or continuing contract status will become effective as follows:

(a) During the period from the close of school in June until October 1st such requests will become effective sixty (60) days from the receipt of the request by the Superintendent or upon appointment of a replacement, whichever comes first.

(b) During the period from October 1st to the close of school in June, such requests will become effective at a time mutually agreed upon or upon appointment of a replacement.

ARTICLE TWENTY-NINE - VOUCHERS FOR TUITION CREDIT

The distribution of vouchers for tuition credit shall be the responsibility of the Association.

ARTICLE THIRTY – AGENCY FEE AND PAYROLL DEDUCTIONS

30.1 Effective September 1, 2001, any teacher employed by the Belmont School Committee shall be subject to an agency service fee unless said teacher is or becomes a member of the Belmont Education Association. Pursuant to MGL Chapter 150E, Sections 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00: Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization.

Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the Association, and the Committee shall not be obligated to take any action in regard to the employment of such delinquent employees. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but the Association shall have standing to pursue any and all remedies it may have at law to collect such fee.

The Association agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations. This provision shall terminate on August 31, 2007.

30.2 The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of appropriately signed dues and credit union deduction cards, monthly deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, the National Education Association and/or Century Bank - Educator's Division, and United Way as designated thereon. Teachers are also entitled to have payroll deductions made for the M.T.A. Credit Union or the designated bank.

30.3 The signed dues and credit union deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Superintendent before October 1st. Deduction shall continue to be made unless the Superintendent is given sixty (60) days notice in writing that the teacher wishes to withdraw this authorization.

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

ARTICLE THIRTY-ONE – INSURANCE AND ANNUITIES

31.1 As long as the Town of Belmont agrees to pay one half (1/2) of the health and life insurance policies currently in effect, the School Department will deduct the employee's share from payroll checks for participating members upon receipt of the proper authorization. The School Committee agrees not to discourage the Association from working toward an increase in the town's percentage of contribution for employee health and life insurance.

In the event the Town of Belmont modifies its insurance benefits, either as to coverage or percent of contribution, similar arrangements for payroll deductions will be made available to all teachers.

31.2 Within its authority, the Committee will take whatever action is necessary so that insurance shall be continued for unit members on leave.

31.3 In order to provide a non forfeitable tax sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee, pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts, for the purpose of such annuity as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable there under.

Teachers will be provided with the opportunity to change annuity carriers and the amount to be deducted, etc. once a year either in December or March.

Changes in any Aetna tax sheltered annuities may be made at any time permitted by the annuity plan.

31.4 The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of or by reason of action taken or not taken by the Committee for purposes of complying with this Article or in reliance of any authorization furnished to the Committee.

31.5 Salary deductions for a Belmont Education Association sponsored dental plan will be offered at no cost to the school system.

ARTICLE THIRTY-TWO - ASSOCIATION SECURITY

32.1 Within sixty (60) days of the execution of this Contract, the Committee will supply the Association with four hundred (400) copies of this Contract. Said copies shall be distributed by the Association to each member of the bargaining unit and the rest shall be for Association use.

32.2 The President of the Association will be sent a copy of the official agenda prior to each Committee meeting. Said agenda will be mailed to the President on the same day that it is mailed or hand delivered to the members of the School Committee.

32.3 The Committee will provide five (5) telephone lines at the High School in the departmental offices, three (3) telephone lines at the Middle School and three (3) telephone lines at each elementary school for use by staff.

There will be a minimum number of handsets at each elementary building to achieve a ratio of at least one (1) handset to six (6) staff members. Every effort will be made to place one (1) handset that offers privacy on each floor of each elementary school. There will be a phone handset in the office of each counselor and school psychologist.

32.4 The Committee shall annually make available a total of twenty (20) work days per year for members of the bargaining unit designated by the Association to attend MTA and other related conferences, meetings, and workshops. No individual, except the President, may use more than three of said days in any given school year. Seven of these twenty (20) days shall be used for delegates to the MTA Annual Convention and/or the NEA Convention. In addition, these days can be used by those having business at arbitrations or hearings of administrative agencies. This includes witnesses, officers and committee chairmen, but not observers.

32.5 The President of the Association, the Grievance Chairperson and up to seven members of the PR&R Committee will be relieved of non-teaching duties which duties will be absorbed by other staff members. The Belmont School Committee will compensate each of the seven members of the PR&R \$450 in lieu of release time, a total of \$3,150.

32.6 The Belmont Education Association President who has been assigned to the High School or Middle School will be relieved of two teaching classes or, at the option of the President, a mutually agreed upon equivalent time. If the President is assigned to the elementary school, he/she shall be given a clerk aide for 15 hours per week and shall be released from two hours of instructional time per day or an equivalent time per agreement of the parties. At the Middle School, if it is not possible to locate a teacher to fill the 2/5 position, the parties will mutually agree on an alternative such as the clerk aide described for the elementary level. To fund the expenses caused by this paragraph, the Belmont Education Association will pay the full cost of the release time of the President per regular work year, but in any event not more than forty (40) per cent of his/her salary.

ARTICLE THIRTY-THREE - TEACHER PROTECTION AND INDEMNIFICATION

33.1 Within forty-eight (48) hours teachers will inform their Principal or immediate supervisor in writing of all cases of assault or injury suffered by them in connection with their employment. Teachers may report cases of other abusive conduct within the same 48 hours.

33.2 The Principal, a designee, or the immediate supervisor will investigate such report and notify the Superintendent in writing. The Principal, a designee, or the immediate supervisor will promptly report the assault or injury to the proper law enforcement authorities.

33.3 The Superintendent will forward all reports to the School Committee who shall determine what action is to be taken by the Committee. Nothing in this Section shall preclude the Principal or the Superintendent from taking such action as they deem necessary within their statutory authority.

33.4 If the assault, injury or abusive conduct is in connection with the teacher's employment and is committed by a person who is not a pupil, the Administration shall promptly report the incident to the proper law enforcement authorities.

33.5 In the case of an assault by either a pupil or non-pupil on the teacher, in connection with the handling of the incident by law enforcement authorities, such assistance shall include, but not be limited to, complying with any request by the teacher for information in its possession relating to the incident or persons involved.

33.6 If the teacher fails to report within forty-eight (48) hours any cases of assault, injury or other abusive conduct suffered by him/her in the scope of his/her employment, he/she shall be deemed to have waived the protective process as described in the first four sections of this Article, and the Committee or the Administration may take whatever action is reasonable. The teacher does not waive any other rights.

33.7 In addition to the above indemnification, the Committee agrees to continue in effect for the term of this Contract, if available on substantially equivalent terms, its optional insurance policy for teachers with Boston Mutual Insurance Company.

33.8 All teachers shall be covered by the provisions of the Worker's Compensation Law of the Commonwealth of Massachusetts, Chapter 152, Section 69.

33.9 In addition thereto, the Committee shall grant personal injury leave not exceeding five (5) days without loss of pay and not deducted from sick leave to a teacher because of a personal injury arising out of the course of employment, including a teacher who is the physically injured victim of an assault during the course of employment where such incident did not materially involve negligence or misconduct by the teacher.

33.10 In instances in which injuries covered by this Section incapacitate a teacher for more than seven (7) calendar days, he/she shall apply for Worker's Compensation benefits. In such instances, the Committee, to the extent permitted by law and the contract, shall grant the injured teacher pro rata sick leave so that when added to the amount of disability compensation under Worker's Compensation, the sick leave allowance will result in the payment to the teacher of his or her full salary.

33.11 The Committee shall provide protection as required by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE THIRTY-FOUR - SALARY AND SALARY PAYMENT

34.1 Salary Schedules:

(a) For personnel employed as of the signing of this agreement, the salary schedule appended hereto as B-1 shall be effective September 1, 2005.

(b) Similar to the above, Appendix B-2 applies to the 2006-2007 school year.

34.2 Credit for Training and Experience:

(a) All teachers shall receive full credit for each year of full-time comparable teaching experience. For the purposes of the Article, full-time teaching experience shall be defined as follows:

(i) Continuous full-time teaching in the same school system for only one-half or more of a school year shall be equated to one full year of teaching.

(ii) One full year of half-time or more teaching in the same school system shall be equated to one full year of teaching.

(iii) No credit shall be given for any fraction of a year less than one-half.

(b) All teachers shall receive credit for up to two years spent in Vista, the Peace Corps or the Armed Forces. Such credit shall be granted provided that the sequence of high school, college training, Peace Corps, Vista and Armed Forces is not interrupted by permanent work experience outside the profession. The sequence need not be in the order listed above.

(c) Teachers who are hired with two (2) Master's shall be placed on the M+30 column, provided that the second Master's is relevant to the teacher's assignment. The Superintendent's decision in this regard shall be final.

(d) Any disagreement between teachers and the District regarding pay for course work and degrees must be initiated during the first year of employment or no further action will be taken.

34.3 Compensation for Professional Growth:

A document entitled "Compensation for Professional Growth Guidelines" which describes the process for salary advancement for Unit A personnel is part of this contractual agreement and is incorporated as Appendix E.

If a teacher has a Plan that has been approved by the Academic Review Board as of January, 2001, that Plan is grandfathered under the former Guidelines unless the teacher chooses to change the Plan.

34.4 Payment:

Teachers shall receive their first paycheck on the Wednesday of the first full week of classes and on every other Wednesday thereafter in a sum equal to 1/26th of their annual salary. Should a teacher's payday fall in a vacation week one week after a work week, that check will be paid on the last day before vacation. Should a teacher's payday fall in a vacation week more than one week after a work week, the check would be made available at the teacher's school on a normal payday. If that payday is a holiday, the check would be made available the day before the payday, at the teacher's school. Not later than the last workday in June each year, teachers shall receive a lump sum payment of the balance of their annual salary due for the fiscal year, except that teachers who are not returning to Belmont for the following year will not receive their pay check until the principal certifies that all professional responsibilities have been fulfilled.

At the option of the teacher, salary payments shall be made by direct deposit to a bank of the teacher's choice.

Payment of extra days of work (or deductions from pay) shall be at 1/183 of the yearly salary. No deductions will be made from extra-compensatory stipends unless a substitute is hired or the program curtailed or disbanded.

34.5 Members of the bargaining unit who are employed less than full time will be paid on a pro-rated basis of the appropriate step of the salary schedule. (e.g. three quarters time = .75 x appropriate step).

ARTICLE THIRTY-FIVE - EXTRA-COMPENSATORY ASSIGNMENTS

Extra-compensatory athletic duties and services shall be compensated in accordance with the salary schedule set forth in Appendix C for the term of the Contract.

The enumeration of said positions or types of extra-curricular services or duties as set forth in that schedule does not mean the Committee must continue those in existence. In the case of the creation of new positions, the Committee will establish the initial salary which will be included in a job posting and in effect for the first year and which will be subject to negotiations in successor contracts or succeeding years of this Contract if requested by the Association. In establishing the initial salary, the Committee will, to the greatest extent possible, make use of the existing salary categories included in Appendix C.

An appointment to the duties and positions listed in Appendix C is subject to annual reappointment by the Superintendent. Teachers will normally be notified by June 1 whether or not they have been reappointed for the next school year. Positions in the Belmont Summer and Evening Schools, coaching positions, and other extra-compensatory positions, other qualifications being approximately equal, will be filled first by

regular appointed teachers in the Belmont School System. The decision of the Superintendent is not arbitrable.

ARTICLE THIRTY-SIX – LONGEVITY

The salaries of the bargaining unit who have completed the required length of service in Belmont will be increased as follows:

2005-2006 and 2006-2007

15 Years	\$1200
20 Years	\$1500
25 Years	\$2400

ARTICLE THIRTY-SEVEN - SAVING CLAUSE

37.1 If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

37.2 In the event that any provision of this Contract shall be found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE THIRTY-EIGHT - JURY DUTY

A teacher who serves on jury duty will be paid full salary for the time served. Per diem salary paid to the teacher for the jury duty on school work days will be returned to the School Committee.

ARTICLE THIRTY-NINE - SCHOOL ENVIRONMENTAL PROBLEMS

39.1 Any staff member who has a complaint about the heating, ventilation, sanitation or other environmental problem will report that problem to the Principal's office. The complaint will be investigated as soon as possible by the appropriate custodian who will, if possible, rectify it immediately. If the complaint cannot be dealt with immediately, the custodian will notify the Supervisor of Buildings and Grounds who will, with the agreement of the Superintendent or designee, bring in appropriate help and materials to correct the problem. At each step of this procedure the complainant will be notified by the building Principal as to what corrective action is being taken.

39.2 If the above procedure does not correct the problem, the Supervisor of Buildings and Grounds and/or the staff member or designee will so notify the building Principal and the BEA building representative who will meet with the Superintendent or designee and the complainant or designee within 48 hours after the complainant has notified the building representative. Through the BEA building representative, the complainant will be notified of action taken as a result of this meeting.

39.3 Grievances filed under this Article are not subject to arbitration.

**ARTICLE FORTY
TUITION FREE ATTENDANCE OF NON-RESIDENT TEACHER'S CHILDREN**

Effective in the 2003-2004 school year, a teacher in the Belmont School System who is not a resident of the Town will have the option, at no cost of having his/her child(ren) attend the Belmont Public Schools subject to the following conditions:

- (a) Space available basis, as determined by the Superintendent
- (b) Limit of twenty (20) students per school year
- (c) If more apply than there are spaces, there will be a lottery to choose students who may attend

Once a child is accepted, so long as the teacher is employed in the Belmont Public Schools, the child shall be allowed to attend school through grade twelve (12) subject to the rules and regulations that apply to Belmont residents. In addition, every reasonable effort will be made to place siblings in the same school if the parent so requests.

ARTICLE FORTY-ONE – MENTOR PROGRAM

The Belmont Public Schools has established a Mentor Program for teachers new to the school system. Teachers who serve as mentors have achieved professional status and agree to participate in training every year of their involvement in the program. Whenever possible, substitute coverage for mentors and mentees will be provided by the Committee for mutual classroom visitations.

Teachers who wish to become mentors will apply using the established application form. Applicants who complete the training will be added to the pool of mentor candidates. The Assistant Superintendent for Curriculum and Instruction will provide a list of mentors chosen by the principals for the coming school year to the President of the BEA at the end of the school year and again immediately after the mentor training is completed.

The compensation listed below will be paid to the mentor.

2005-2006	\$800
2006-2007	\$850

Mentors will receive 15 PDP's each year to the extent permitted by the DOE requirements for individual professional development plans.

The mentor liaison stipend will be

2005-2006	\$1,500
2006-2007	\$2,000

ARTICLE FORTY-TWO – COLLABORATIVE OVERSIGHT COMMITTEE

The Belmont Education Association and the Belmont School Committee shall establish a Collaborative School Committee/Association Oversight Committee which will meet on a regularly scheduled basis, with equal numbers of representatives appointed by the Association and the School Committee for the purpose of overseeing implementation of the Agreement and resolving related problems. The focus of the Collaborative School Committee/Association Oversight Committee will be the development of a common language for dealing with appropriate issues and problems as they arise, in an atmosphere of trust. The purpose of a CSCAO Committee will be to engage in collaborative problem solving on issues that are properly within the scope of the charge of this Committee.

The establishment of this Committee in no way abrogates the rights of the parties under Article Two, Article Three, and Article Five of the Agreement between the parties.

The charge of the Collaborative School Committee/Association Oversight Committee from the parties is as follows:

- (a) Develop a plan for training of administrators and teachers in collaborative problem solving.
- (b) Establish a schedule of meetings and ground rules for the conduct of committee business.

Additional issues or concerns to be studied by the CSCAO Committee shall be jointly agreed to by the parties. Any recommendations from the CSCAO Committee that require changes to the Agreement will be presented to the Association and the School Committee for ratification. Such changes may not be implemented without ratification by both parties.

ARTICLE FORTY-THREE - DURATION

43.1 Subject only to the right to reopen in accordance with Article 37, this Contract shall continue in effect from September 1, 2005, to and including August 31, 2007 and shall thereafter automatically renew itself for successive terms of one year unless, by the October 15 next prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract. The party giving such notice shall submit its total Contract proposal by November 15. If, after giving any such notice and after a reasonable period of negotiating, the Committee and the Association shall have failed to reach agreement by the following December 15, or the end of an agreed extension period, they may jointly petition the state Board of Conciliation and Arbitration to initiate mediation in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

In the event of an emergency so declared by the Committee, the Contract may be reopened for the purpose of negotiating aspects of this Contract affected by such an emergency.

43.2 Any changes in this Contract agreed to by both parties will be reduced to writing, signed by both parties and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Contract.

43.3 The Association and the Committee agree that each has had the opportunity to bargain for any provision that they wished in this Contract and each expressly waives the right to reopen the Contract for any further demands or proposals, except as provided in this Article. Each agrees that this Contract constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this Contract.

APPENDIX A

SIDE LETTERS OF AGREEMENT 2005-2007

Special Education Placement Guidelines: The Belmont Education Association and the School Committee have an interest in appropriate classroom placement of children with special needs and, therefore, have developed the following guidelines:

- Teachers receiving special needs students into their classrooms should be provided with the specifics about the students at the earliest possible time.
- Assignment of special needs students should be available before the end of the previous school year, whenever possible.
- A teacher's complete class list should be available during July, whenever possible.
- Teachers can request training (and in some instances may be asked to attend training) to meet a particular student's educational needs. When such training is required by the student's educational plan, or when the teacher's request for training has been approved by the Superintendent, the School Department will pay for such training.
- Placement decisions are governed by many factors and sometimes have to change. Placement changes may result in situations where advance notice is not possible.

In any event, placement decisions of the Superintendent and/or his/her designee are final and binding.

Staff Development Council:

1. The goal of the Staff Development Council is to provide teachers with a variety of opportunities in the areas of curriculum application and professional development.

2. The Council shall keep teachers informed of, and assure equitable access to, professional development opportunities. To that end, a professional development information page shall be established on the Belmont Public Schools' website. This page will provide as complete a list of system-wide professional development opportunities and such other opportunities as can be compiled cooperatively by the Association and Administration. The staff Development Council shall develop its program with a focus on creating a "no cost" method for staff to get recertified.

3. The Council shall be chaired by the Assistant Superintendent for Curriculum and Instruction and shall include elected teacher representatives: one (1) teacher from each elementary school; two (2) from the Middle School; two (2) from the High School; one (1) specialist; and one (1) Special Education teacher. The Superintendent or designee may appoint five (5) other members of the Council. The co-chair shall be a teacher and shall be elected by the members of the Council.

4. The Staff Development Council will meet at least four (4) times throughout the school year and is responsible for planning staff development programs for the system. Members of the Council will gather information from their respective schools and/or staff they represent about the professional development needs of the staff and will encourage teacher representation and involvement in the decision making process regarding professional development. In addition, the Council will identify topics for professional development that are consistent with system goals, identify possible presenters for programs, act as liaison between the presenter and the Council, and review evaluations of programs.

5. It is agreed by the parties that the Association will provide a generic form for verification of the number of PDPs earned by each staff person who has completed any of the offerings of the Council, and that form will be signed by the presenter. The Principal and/or curriculum directors will also sign this form verifying the PDPs earned by department, curriculum, or building based meetings.

6. The Staff Development Council shall report its recommendations to the Superintendent, with notice of same to the President of the Association.

Side Letter on the High School Schedule for 2005-2007.

The parties agree to the voluntary program of the A and O schedule for school years 2005-2007. This voluntary program allows teachers to have classes in both mods A and O based on the stated interest of providing greater access to courses for students at Belmont High School. The Association leadership will continue its role of meeting with the high school faculty and asking for volunteers to have classes in both mods A and O.

The President of the Association will notify the high school Principal of the names of those teachers who have agreed to volunteer for the A and O schedule on a yearly basis.

Those teachers who are scheduled to have classes in both mods A and O will continue to be allowed flexible time during their non-teaching periods, at which time they are not required to be in the high school building. It is understood by the parties that the use of flexible time is a benefit, which does not intrude on the professional responsibilities of teachers. If the Principal has any appropriate concerns related to the use of flexible time by a teacher, then the Principal and the Association President will meet to address and resolve those concerns.

Side Letter on the Guidance Counselor Evaluation Format

The Guidance Counselor Evaluation format will be referred to a committee of four members, two from the Administration / School Committee and two assigned by the Association. They will complete their work and the results will be forwarded to the Committee and the Association for ratification by the parties.

Side Letter on Coverage of Detention

The parties agree that a side letter will be developed that will enunciate who will provide for the coverage of detention, and how those members (Campus Monitors or Teachers) will be compensated.

APPENDIX B

PAY-SCALES

September 1, 2005 - August 31, 2007

Appendix B-1 September, 2005

Appendix B-2 September, 2006

CORRECTED

APPENDIX B-1

Teacher Salary Scale for 2005-2006							
	B	B + 15	M	M + 15	M + 30	M + 45	Ph D
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	37,192	37,908	39,941	41,036	42,189	43,444	44,693
2	39,061	39,800	41,961	43,083	44,281	45,583	46,881
3	40,930	41,693	43,983	45,128	46,374	47,722	49,070
4	42,799	43,585	46,004	47,174	48,466	49,861	51,258
5	44,667	45,476	48,025	49,218	50,557	51,999	53,447
6	46,536	47,369	50,045	51,263	52,650	54,141	55,634
7	48,405	49,260	52,066	53,310	54,743	56,280	57,823
8	50,274	51,153	54,086	55,355	56,835	58,418	60,012
9	52,143	53,045	56,107	57,400	58,927	60,557	62,200
10	54,011	54,937	58,128	59,446	61,019	62,697	64,388
11	55,880	56,829	60,149	61,491	63,111	64,835	66,577
12	59,932	60,934	62,170	63,537	65,204	66,975	68,764
13	64,519	65,573	66,562	67,990	69,739	71,602	73,478
14	64,724	65,778	71,697	73,185	75,016	76,972	78,933

Those teachers holding two Master's Degrees, a CAS, CAES, or a CAGS are entitled to receive an additional \$300 upon official notice of receipt of degree.

Kindergarten teachers shall be paid 62.5% of the appropriate step. Kindergarten teachers who commit to attend faculty meetings and all activities on early release days will receive 70% of the appropriate step.

Nurses are capped at step 12, Masters degree.

The Head Librarian will receive an additional \$2,000.

APPENDIX B-2

Teacher Salary Scale for 2006-07							
	B	B + 15	M	M + 15	M + 30	M + 45	Ph D
STEP	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY	SALARY
1	38,462	39,199	41,294	42,421	43,609	44,901	46,188
2	40,387	41,148	43,375	44,530	45,764	47,105	48,442
3	42,313	43,098	45,457	46,636	47,920	49,308	50,696
4	44,237	45,047	47,539	48,743	50,075	51,511	52,950
5	46,162	46,995	49,621	50,850	52,228	53,714	55,204
6	48,087	48,945	51,700	52,956	54,384	55,919	57,457
7	50,011	50,893	53,782	55,064	56,540	58,123	59,713
8	51,937	52,842	55,863	57,170	58,695	60,325	61,967
9	53,862	54,791	57,945	59,277	60,850	62,528	64,221
10	55,786	56,740	60,026	61,384	63,004	64,733	66,475
11	57,711	58,688	62,108	63,490	65,159	66,935	68,729
12	61,884	62,917	64,190	65,597	67,315	69,138	70,982
13	66,609	67,695	68,714	70,185	71,986	73,905	75,837
14	66,820	67,906	74,002	75,535	77,421	79,436	81,456

Those teachers holding two Master's Degrees, a CAS, CAES, or a CAGS are entitled to receive an additional \$300 upon official notice of receipt of degree.

Kindergarten teachers shall be paid 62.5% of the appropriate step. Kindergarten teachers who commit to attend faculty meetings and all activities on early release days will receive 70% of the appropriate step.

The Head Librarian will receive an additional \$2,000.

APPENDIX C

COMPENSATION FOR EXTRA COMPENSATORY POSITIONS

2005-2007

APPENDIX C

COMPENSATION FOR EXTRA-COMPENSATORY POSITIONS

2005-2007

HIGH SCHOOL ATHLETICS							
	Season	Level	Years	Steps			
				1	2	3	4
Category A							
Football	Fall	Varsity	2005-2006	8,263	8,622	8,976	9,332
			2006-2007	8,511	8,880	9,245	9,612
		First Asst.	2005-2006	4,699	4,875	5,055	
			2006-2007	4,840	5,021	5,207	
		Second Asst.	2005-2006	4,395	4,570	4,749	
			2006-2007	4,527	4,707	4,891	
		Junior Varsity	2005-2006	4,376	4,554	4,733	
			2006-2007	4,507	4,691	4,875	
		Freshman	2005-2006	3,642	3,821	4,088	
			2006-2007	3,751	3,936	4,211	
		Freshman Asst.	2005-2006	3,339	3,519	3,785	
			2006-2007	3,440	3,624	3,899	
Category B							
Girls & Boys	Winter	Varsity	2005-2006	4,996	5,351	5,707	6,064
Basketball & Hockey	Winter		2006-2007	5,146	5,512	5,879	6,245
	Winter	Varsity Asst.	2005-2006	3,205	3,382	3,738	
			2006-2007	3,301	3,483	3,850	
	Winter	Junior Varsity	2005-2006	3,207	3,415	3,641	
			2006-2007	3,303	3,517	3,750	
	Winter	Freshman	2005-2006	2,796	2,974	3,154	
			2006-2007	2,880	3,064	3,248	

Category C		Varsity					
Baseball	Spring		2005-2006	4,501	4,679	4,856	
Field Hockey	Fall		2006-2007	4,636	4,819	5,002	
Soccer, Girls & Boys	Fall						
Softball	Spring	Varsity Asst.	2005-2006	2,721	2,921	3,121	
Volleyball, Girls & Boys	Fall/Spring		2006-2007	2,803	3,008	3,214	
Lacrosse, Girls & Boys	Spring						
Tennis, Girls & Boys	Spring						
Cross-Country, Girls & Boys	Fall	Junior Varsity	2005-2006	2,765	2,942	3,121	
			2006-2007	2,848	3,030	3,214	
		Freshman	2005-2006	2,719	2,808	2,896	
			2006-2007	2,800	2,893	2,983	
Category D		Varsity	2005-2006	3,697	3,868	4,072	
Swimming, Girls	Fall		2006-2007	3,808	3,984	4,194	
Swimming, Boys	Winter						
Indoor Track, Girls & Boys	Winter						
Outdoor Track, Girls & Boys	Spring	Varsity Asst.	2005-2006	2,408	2,582	2,749	
Wrestling	Winter		2006-2007	2,480	2,659	2,831	
		Freshman	2005-2006	2,537	2,713	2,892	
			2006-2007	2,613	2,795	2,979	
Category E		Varsity	2005-2006	2,895	3,085	3,278	
Golf	Fall		2006-2007	2,981	3,177	3,377	
Skiing	Winter						
Category F							
Cheerleading	Fall/Winter	Varsity	2005-2006	2,160			
			2006-2007	2,225			
Intramurals							
Supervisor	Year		2005-2006	3,478			
			2006-2007	3,582			

General/Athletic							
Business Manager	Year		2005-2006	8,600	8,884	9,168	9,461
			2006-2007	8,858	9,151	9,443	9,745
Equipment Manager	Year		2005-2006	5,821	6,061	6,307	
			2006-2007	5,996	6,243	6,496	
Trainer	Year		2005-2006	21,309			
			2006-2007	21,948			
Field House/Weight Room	Year	Supervisor	2005-2006	1,955			
			2006-2007	2,014			
MIDDLE SCHOOL ATHLETICS							
Basketball, Girls & Boys	Winter		2005-2006	1,705	1,831	1,920	
			2006-2007	1,756	1,886	1,978	
Intramurals		per season	2005-2006	1,214			
			2006-2007	1,250			
HIGH SCHOOL NON-ATHLETIC							
Category A			2005-2006	3,795	4,057	4,320	
Marching Band Director	Year		2006-2007	3,909	4,179	4,449	
Category B1	Year		2005-2006	2,772			
Asst. Marching Band Dir.			2006-2007	2,855			
Yearbook Editor							
Category B2	Year		2005-2006	2,456	2,612	2,772	
Madrigal Singers Director			2006-2007	2,530	2,690	2,855	
Stage Band Director							
Jazz Ensemble Director							
Jazz Choir Director							
Media Club Advisor							
Student Gov't Advisor							
A Cappella Groups Dir							

Category C	Year		2005-2006	1,666			
Belmontian Club Advisor			2006-2007	1,716			
Color Guard Advisor							
Highpoint Editor							
Junior Class Advisor							
Senior Class Advisor							
Orchestra Conductor							
Vocal Coach							
Category D	Year		2005-2006	1,172			
Debate Club Advisor			2006-2007	1,208			
Yearbook Assistant Editor							
Yearbook Business Mgr.							
Math Team Advisor							
National Honor Society Adv.							
Science Club Advisor							
Zenith Advisor							
Freshman Class Advisor							
Sophomore Class Advisor							
Gay, Straight Alliance Adv.							
Computer Club Advisor							
Step Squad Advisor							
Break Dance Club Advisor			2006-2007				
Category E							
Includes:	Year		2005-2006	522			
Armenian Club Advisor			2006-2007	538			
Asian American Club Advisor							
International Club Advisor							
German Club Advisor							
Peer Leadership Advisor							
S. A. D. D. Advisor							
Environmental Club Advisor							
Diversity Club Advisor							
General/Non-Athletic							
Theater Arts Specialist	Year		2005-2006	23,595			
			2006-2007	24,303			
High School Musical							
Set Designer			2005-2006	Range: 1,000 to 1,500			
Choreographer			2006-2007	Range: 1,030 to 1,545			
High School Rehearsal Accompanist			2005-2006	2,000			
			2006-2007	2,060			

Set Designer/Drama Festival			2005-2006	Range: 600 to 1,000		
			2006-2007	Range: 618 to 1,030		
Set Design/Children's Theater			2005-2006	Range: 300 to 1,000		
			2006-2007	Range: 309 to 1,030		
MIDDLE SCHOOL NON-ATHLETIC						
Category A						
Chamber Music Coach	Year		2005-2006	4,419		
			2006-2007	4,551		
Category B						
Theatrical Production 5/6	Year		2005-2006	2,484	2,658	2,836
Theatrical Production 7/8			2006-2007	2,558	2,737	2,921
Category C1						
Community Serv. Club Adv.	Year		2005-2006	893	1,052	1,214
			2006-2007	920	1,084	1,250
Category C2						
Includes:	Year					
Newspaper Advisor			2005-2006	1,214		
Science Olympiad Advisor			2006-2007	1,250		
Math Team Advisor 7/8						
Math Team Advisor 5/6						
Jazz Ensemble						
Category D						
Includes:	Year					
Student Gov. Adv. 5/6			2005-2006	864		
Student Gov. Adv. 7/8			2006-2007	890		
Art Editor						
Editorial Advisor						
Flute Ensemble						
Brass Ensemble						
Late Bus/METCO monitor						
Court Yard Club Advisor						
General Non-Athletic						
Dance	Year		2005-2006	12,863		
			2006-2007	13,249		
Rehearsal Accompanist (Musical Production)			2005-2006	1,500		
			2006-2007	1,545		
Schl Choreographer Musical			2005-2006	1,000	to 1500	
			2006-2007	1,030	to 1545	

5 th grade Outdoor Education (Environmental Camp)		2005-2006	99.00			
		2006-2007	102.00			
7th grade Overnight		2005-2006	96.00			
		2006-2007	99.00			
OTHER EXTRA-COMPENSATORY STIPENDS						
Morning Monitor	Year	2005-2006	896			
		2006-2007	923			
Elementary Teacher-in-Charge	Year	2005-2006	2,248	2,510	2,761	
		2006-2007	2,315	2,585	2,844	
Wellington - Bus Monitor	Year	2005-2006	2,682			
		2006-2007	2,762			

Any person serving in an extra compensatory position during the 1999-2000 school year who continues to serve in the same position during the 2000-2001 school year and continuously thereafter will be paid no less than the amount of the 1999-2000 stipend.

In the event that two or more positions are combined, it is understood that the stipend for each position will be combined.

Faculty Supervision of School Events Middle and High School

Faculty supervision at Middle School dances, spectator buses to school events outside school hours, and the supervision and/or driving of students in rented cars to school events outside of school hours will be compensated at:

\$14.55 per hour – 2005-2006

\$14.99 per hour - 2006-2007

The Principal or Head Master will use discretion in determining the amount of need and type of supervision at these activities, based in part on the recommendation of the faculty advisor, who shall specify: type of supervision (police, faculty, parents, etc.), duties of supervisor, and number needed. The principal will publish guidelines, subject to the approval of the Superintendent, to aid the faculty advisor in his/her recommendation. These guidelines must consider: building area involved, special equipment to be used, and the kind of event as well as the size and type of attendance.

Faculty supervision at High School dances, drama, and musical performances, class fund-raising events, club-sponsored events, spectator buses to school events outside of school hours, and the supervision and/or driving of students in rented cars to school events outside of school hours will be compensated at:

\$14.55 per hour – 2005-2006

\$14.99 per hour – 2006-2007

The Principal or Head Master will use discretion in determining the amount of need and type of supervision at these activities, based in part on the recommendation of the faculty advisor, who shall specify: type of supervision (police, faculty, parents, etc.), duties of supervisor, and number needed. The Principal or Head Master will publish guidelines, subject to the approval of the Superintendent, to aid the faculty advisor in his/her recommendation. These guidelines must consider: building area involved, special equipment to be used, and the kind of event as well as the size and type of attendance.

APPENDIX D

**A HANDBOOK FOR EVALUATION
OF UNIT A PERSONNEL
IN BELMONT**

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INTRODUCTION

The purpose of the Belmont Public Schools' Principles of Effective Teaching and Evaluation Procedure is to provide for the continuous growth of staff and the continuous improvement in the quality of education for all students. Evaluation of teacher performance is an essential component of an effective educational program, as well as a requirement of the state law and regulations (MGL c. 71, s. 38; 603 CMR 35.00). We believe that professional growth and development, and the resulting improvement in the quality of education, are best achieved by a cooperative process, characterized by mutual respect, teamwork and trust. Teachers and administrators share responsibility in this evaluation process.

The Teacher Evaluation Procedure described here has been designed to:

1. Raise the quality of instruction and educational services to the children.
2. Recognize, encourage and support growth and improvement in teaching.
3. Define goals, identify, gather and use information as part of a process to improve professional performance, and to assess total job effectiveness and make personnel decisions.

This Handbook is part of the collective bargaining agreement between Unit A of the Belmont Education Association and the Belmont School Committee. (See Article 24 of this contract.)

DEFINITIONS

Teacher - Any person serving in a position included within the Unit A recognition clause.

Evaluator - Any person designated by the Superintendent who has responsibilities for evaluation. The Superintendent is responsible for insuring that all evaluators have training in the principles of supervision and evaluation and have, or have available to them, expertise in the subject matter and/or areas to be evaluated. The Superintendent and Assistant Superintendent may observe teachers and be included in the evaluation process.

Pre-Evaluation Conference - In any year in which there will be a comprehensive evaluation, the evaluator will hold a meeting with the teacher to include:

1. Goals for the year in the context of current assignment. (Professional Development Plan)
2. Strengths of the teacher.
3. Progress of the teacher's Professional Development Plan.
4. What support will be provided.
5. Identity of contributing evaluators, as appropriate.

Pre-Observation Conference - The purpose of this conference is to allow the evaluator to obtain background information in advance of a particular observation or to receive information about a particular classroom activity that he/she may wish to observe, including the goals of the lesson.

Observation - An observation is a time during a teacher's normal classroom day when an evaluator is present while the teacher conducts a class or exercises his/her professional duties. An observation is an opportunity to gather information on performance relative to the criteria identified in the Principles of Effective Teaching. A formal observation should last for a full class period in the middle and high school, or for a complete lesson in the elementary schools, including transitions between lessons. Observations may be either announced or unannounced. When announced, a pre-observation conference will be held. Every formal observation will be followed by an Observation Report.

Post-Observation Conference - A conference between a teacher and evaluator following a formal observation which must be held within 5 school days during which both parties are present in the building.

The teacher and evaluator will review the goals of the lesson, the outcomes, and discuss what was observed by the evaluator.

Information Sources - Information from a variety of sources including direct observation and/or other documented information which has been substantiated by the evaluator and shared in writing with the teacher.

Written Observation Report - Information which is provided to the teacher following a formal observation. It may include observations and comments on performance which will be used in generating the Evaluation Report.

Plan of Assistance - A plan to assist a teacher in improving performance, developed after an evaluator has made a determination that the criteria set out in the Principles of Effective Teaching are not being satisfactorily met.

Comprehensive Evaluation - A formal assessment of a teacher's professional ability. Utilizing the Principles of Effective Teaching, this assessment will include formal observation, review of the other relevant information sources (see definition), a conference with the teacher and a written document.

Professional Development Plan - A document developed by a teacher which describes both short and long term activities and goals of the teacher for strengthening content, pedagogical and professional skills and for remaining current in other educational issues. The Plan should be consistent with the goals of the teacher's department and school, and the district. District goals are included in the Educational Improvement Plan (EIP), and school goals are contained in each school's School Improvement Plan (SIP). These documents are available at each school office.

EVALUATION PROCEDURES

The written comprehensive evaluation of performance of a Unit A staff member is comprised of assessments of a variety of activities as described in the Principles of Effective Teaching. The Descriptors to the Principles, while informative of the type of activity that will demonstrate proficiency in a particular Principle, are not exhaustive, nor are they intended to limit a teacher's creative or individual responses to the substance of the Principles.

The evaluation procedures, which are used for all Unit A Personnel, include a pre-evaluation conference, goal setting, formal observations and post-observation conferences, as well as a comprehensive evaluation and conference.

PROCEDURES - TEACHERS WITHOUT PROFESSIONAL STATUS

Teachers without Professional Status will take part in Comprehensive Evaluation each year. The purpose of the annual evaluation is to assist teachers in developing professional skill in the Principles of Effective Teaching.

Summary of Procedure:

1. Teacher and evaluator meet for a pre-evaluation conference, to be held by October 15, to review, discuss and agree on the teacher's Professional Development Plan.
2. The evaluator conducts at least three formal classroom observations, both announced and unannounced with a minimum of 2 by January 31. Announced observations will be preceded by a pre-observation conference. A post-observation conference will be held within 5 school days during which both parties are present in the building. A written observation report (Professional Observation Report) will be completed within 10 school days following the post-observation conference and a copy provided to the teacher.
3. The evaluator documents teacher's progress, using information from a variety of sources including direct observation and/or other documented information which has been substantiated by the evaluator and shared in writing with the teacher.
4. The evaluator writes a comprehensive evaluation report (Teacher Evaluation Form). The written evaluation, signed by the Principal, must contain the principal's recommendation with regard to re-appointment of the non-professional status teacher.
5. The evaluator conducts a final evaluation conference by June 1, to review the evaluation report. The evaluation report should be given to the teacher no later than 3 school days prior to the final evaluation conference.
6. The evaluation report must be signed by the principal, evaluator and teacher.

Calendar of Evaluation Process for Teachers without Professional Status:

September	Orientation meeting with evaluator
By October 15	Goal setting conference
October-March	Observations and associated conferences (minimum of 2 by January 31)
February-March	Professional Development Summary to be filed with evaluator by March 1
By June 1	Formal written evaluation and conference

PROCEDURES - TEACHERS WITH PROFESSIONAL STATUS

All teachers with Professional Status whose performance is satisfactorily consistent with the standards of Belmont Public Schools, as described in the Principles of Effective Teaching, will take part in the following four-year evaluation cycle:

Year 1 - Professional Development Plan

The teacher develops a Professional Development Plan covering goals for the following four years and a specific short range plan of activities and goals for Year 1. The teacher and evaluator hold a conference by October 15 to review, discuss and agree on the plan.

The teacher works to accomplish short-term goals for Year 1, and documents progress and results achieved, which are shared in writing with the evaluator by the end of the school year (Professional Development Summary).

Year 2 - Mid-Cycle Evaluation

In Year 2, between October and May, evaluator(s) and teacher agree on a time for at least one formal observation.

Teacher and evaluator(s) hold a pre-observation/evaluation conference to discuss progress in the Professional Development Plan, review and update short-term goals, and plan observation(s).

Evaluator(s) conducts observation(s) and completes mid-cycle evaluation checklist (Year 2 Teacher evaluation Checklist). The Association and the School Committee agree that the Year 2 Check List will not include comments.

Teacher and evaluator hold a Post-Observation/evaluation Conference to review and discuss the evaluation.

Teacher submits Professional Development Summary by April 15.

Year 3 - Professional Development Plan

Teacher and evaluator hold a conference in the first semester to review the teacher's long range Professional Development Plan and review, discuss and agree on short-term goals for Year 3 (Professional Development Plan).

Teacher works to accomplish short-term goals for Year 3 and documents progress and results achieved, which are shared in writing with the evaluator by the end of the school year (Professional Development Summary).

Year 4 - Comprehensive Evaluation

Teacher and evaluator hold a pre-evaluation conference by October 15 to review, discuss and agree on teacher goals and discuss the evaluation process.

Evaluator(s) documents progress through at least two formal observations and other relevant information sources. The teacher's Professional Development Summary must be submitted by April 15.

Evaluator writes a comprehensive evaluation (Teacher Evaluation Form) which is shared and discussed with the teacher at a year-end evaluation conference, held by the first Friday in June.

PRINCIPLES OF EFFECTIVE TEACHING

I. Currency in Curriculum

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

1. Demonstrates mastery of the subject matter in his/her teaching assignment.
2. Presents instructional materials and ideas which reflect an awareness of current research.
3. Contributes to the ongoing evaluation and development of the curriculum when opportunities to do so are provided.

II. Effective Planning and Assessment of Curriculum and Instruction

A. The teacher plans instruction effectively.

1. Demonstrates long-range planning.
2. Prepares effective lessons with clear learning objectives.

B. The teacher plans and implements assessment of student learning effectively.

1. Develops, uses, and records assessments of student work which document a student's learning achievements.
2. Accounts for the students' acquisition of the skills and knowledge outlined in the curriculum and/or students' Individual Education Plans.

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

1. Assesses student performance, both formally and informally, providing feedback and sharing the results with students in a clear and timely manner.
2. Implements evaluation procedures which appropriately assess the objective taught.

III. Effective Management of Classroom Environment

A. The teacher creates an environment that is supportive of student learning and participation.

1. Models, encourages, and fosters interest in the subject.

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

1. Uses a variety of teaching techniques which are responsive to the student's learning styles and levels of proficiency and contribute to student achievement.

IV. Effective Instruction

A. The teacher makes learning objectives clear to students.

1. Provides students with strategies for accomplishing learning objectives.

B. The teacher uses appropriate instructional techniques.

1. Uses a variety of teaching techniques which are responsive to the student's learning styles and levels of proficiency and contribute to student achievement.
2. Provides opportunities and activities for students to reason, judge, synthesize, and express their ideas in oral and written form.

C. The teacher uses appropriate questioning techniques.

1. Uses a variety of strategies to monitor students' understanding during the course of instruction.

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

1. Enriches classroom presentations by using school and community resources.
2. Provides opportunities and activities for students to be creative and imaginative.

E. The teacher shares accountability for providing instruction which results in a pattern of student growth and development.

V. Promotion of High Standards and Expectations for Student Achievement

A. The teacher communicates appropriate learning goals, high standards and expectations to students.

1. Sets clear and appropriate expectations.

B. The teacher promotes students' confidence, self-discipline, and personal responsibility for achieving the goals of the curriculum.

1. Maintains positive relationships with students.
2. Provides opportunities for students to develop competence, self-discipline, self-confidence, and personal responsibility for achieving the goals of the curriculum.

VI. Promotion of Equity and Appreciation of Diversity

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

1. Develops and implements educational strategies that are effective in meeting the needs of a diverse student body.

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

1. Demonstrates sensitivity to differences in abilities and 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.

1. Works cooperatively with parents.

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

1. Cooperates with colleagues in all areas of the school system.
2. Follows the policies, regulations, guidelines and procedures listed in the Belmont School Committee Policies, Regulations and Bylaws, Teacher Contract and Handbook for Evaluation.
3. Maintains and submits, when requested, current and accurate records.
4. Maintains a professional standard of behavior when interacting and sharing information with parents, students and staff.
5. Works collaboratively with other staff in planning and implementing curriculum, instruction and other school programs and shares expertise and ideas with colleagues.
6. Takes appropriate care of school property.

C. The teacher is a reflective and continuous learner.

1. Participates in school-wide or district-wide committees or other appropriate activities that foster professional growth.

Plan of Assistance

At any point during the four year cycle, after having made a determination that the teacher is not meeting the criteria of the Principles of Effective Teaching, an evaluator may place a teacher on a Plan of Assistance by notifying the teacher and the President of the Association in writing. This notice will outline the way(s) in which the teacher's performance does not meet the criteria of the Principles of Effective Teaching.

Following consultation with the teacher and a representative of the Association, the evaluator will schedule and hold, within ten school days, a meeting to include the teacher, the evaluator and a representative of the Association. They will mutually develop a specific plan of assistance to address the areas of need specified in the previous notice. Such plan, written by the evaluator, will set out criteria for demonstrating improvement and will specify a date for a comprehensive evaluation. In the event that a plan is not mutually agreed to by the evaluator and teacher, it will be referred to the Superintendent who, following consultation with a representative of the Association, will make a final decision about the content of the plan. A Plan of Assistance may be up to 365 calendar days in duration.

The Plan of Assistance will conclude after a satisfactory comprehensive evaluation and the teacher will resume the four-year cycle where he or she left off. If evaluation of the teacher's performance determines that the teacher has made significant progress, but is not yet meeting the Principles of Effective Teaching set out in the Plan of Assistance, the evaluator may choose to extend the Plan of Assistance for up to 365 additional calendar days. In no event will a Plan of Assistance extend beyond 730 calendar days.

Reservation

An evaluator may place a teacher on Reservation only after the teacher fails to successfully meet the criteria set out in a Plan of Assistance which shall be for a minimum of 90 school days. The evaluator will notify the teacher and the Association in writing, of his/her intention to place the teacher on reservation. That notification will include the comprehensive evaluation which will identify all aspects of the teacher's performance that do not comply with the Principles of Effective Teaching. The teacher and the Association will receive such notification at least two (2) school days in advance of the scheduled meeting to discuss the evaluation.

If the evaluator places the teacher on reservation the Teacher and the Association will be notified in writing. Within 10 school days after placement of a teacher on reservation, the teacher, evaluator and representative of the Association will meet to discuss the development of a remediation plan. When drafting such plan, the evaluator will include:

1. A list of specific actions or activities the teacher must undertake to improve.
2. The indicators of satisfactory improvement.
3. Methods which the evaluator and others, if appropriate, will use to support the teacher.
4. An observation schedule.
5. A schedule of regular meetings set up to review the teacher's progress.

The plan must be signed by the evaluator and the teacher.

In the absence of agreement on the contents of a remediation plan, the Superintendent and the President of the Association will meet within five school days to attempt to resolve the disagreement. In the event that they are unable to resolve the disagreement, the matter will be referred to a mediator selected by the parties or designated by the American Arbitration Association. During the pendency of the mediation, the agreed upon parts of the plan will be implemented. If after a meeting with the mediator, they are unable to resolve any outstanding disagreement, the mediator shall resolve the disagreement. The decision of the mediator is not grievable.

The remediation plan will be in effect for a minimum of 180 school days and will conclude with a written Comprehensive Evaluation (Teacher Evaluation Form) of the teacher's performance and a determination about the continuation of the remedial plan.

A teacher whose performance meets the criteria set forth in the Principles of Effective Teaching at the end of a period of reservation will resume the evaluation cycle at Year 1. A teacher whose performance fails to meet the criteria set forth in the Principles of Effective Teaching may be subject to personnel action.

**Belmont Public Schools
Belmont, Massachusetts**

Professional Development Plan

Name: _____ Date: _____

Title/Position: _____ Year of Cycle: 1 2 3 4

School: _____

Coordinating Evaluator: _____

Contributing Evaluator (s): _____

Area(s) of Certification:

Long Term goals (over the course of the four year cycle): Goals should be consistent with the department, school and district goals and the Principles of Effective Teaching.

Short Term Goals (over the next 12 months): Goals should be consistent with your long term goals and the Principles of Effective Teaching.

What professional development activities and/or other strategies have you identified which might be helpful to you in reaching your goals? (i.e., professional development courses, study groups, independent study, other)

What resources do you need or have you identified to help you accomplish the goals stated in this plan?

Are there specific outcomes that you expect? If so, what are they?

Completed by: _____ Date: _____
Teacher Signature

**Belmont Public Schools
Belmont, Massachusetts**

Professional Development Summary

Name: _____
(Last) (First)

School(s): _____

Teaching Assignment: _____

Date: _____

1. Committees and Other Professional Participation Within the System (School Advisory Council, Curriculum Steering Committee, Professional Development Committee, Association Committee, Task Force, Search Committee, Extra Compensation Position):

2. Professional Development Participation Through Belmont Offerings (Workshops, Courses, Other):

3. Professional Meetings and Conferences Attended:

4. Professional Work Outside the System (Courses taught, Speaking engagements, Workshop Presentations, Participation on Panels, etc.):

5. Graduate Level Coursework Completed by the End of the Year:

Additional Degrees: _____

6. Professional Organizations (include offices held or any special participation or awards):

7. Student Teaching Supervision:

8. Other Activities or comments about your Professional Activities:

9. Summary of progress toward goals: (How did the above assist you in your progress toward the goals stated in your Professional Development Plan?)

Completed by: _____ Date _____
Teacher Signature

**Belmont Public Schools
Belmont, Massachusetts**

Professional Staff Observation Form

Professional's Name: _____ Class/Subject: _____

Observer's Name: _____ Observer's Title: _____

Date: _____ Grade/Level: _____ No. of Students: _____

Time and Duration of Classroom Observation: _____

Date, Time and Duration of Conference: _____

OBSERVATION REPORT	
OBSERVATIONS	COMMENTS

Summary Comments of Observer

Professional's Comment, Post Observation Conference

Evaluator: _____
Signature

Professional: _____
Signature

Date: _____

Date: _____

**Belmont Public Schools
Belmont, Massachusetts**

Year 2 Teacher Evaluation Checklist

Teacher: _____ Date: _____

Evaluator: _____ Teaching Assignment: _____

I. Currency in the Curriculum:

Satisfactory _____ Less than Satisfactory _____

II. Effective Planning and Assessment of Curriculum and Instruction:

Satisfactory _____ Less than Satisfactory _____

III. Effective Management of Classroom Environment:

Satisfactory _____ Less than Satisfactory _____

IV. Effective Instruction:

Satisfactory _____ Less than Satisfactory _____

V. Promotion of High Standards and Expectations for Student Achievement:

Satisfactory _____ Less than Satisfactory _____

VI. Promotion of Equity and Appreciation of Diversity:

Satisfactory _____ Less than Satisfactory _____

VII. Fulfillment of Professional Responsibilities:

Satisfactory _____ Less than Satisfactory _____

VIII. Overall Performance Assessment:

Satisfactory _____ Less than Satisfactory _____

Teacher Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Principal Signature: _____

Date: _____

**Belmont Public Schools
Belmont, Massachusetts**

TEACHER EVALUATION FORM

Name: _____

Date: _____

School: _____ Assignment: _____

Second Election: _____ Third Election: _____ Professional Status: _____

Years of Experience in Belmont: _____ Total years of Experience: _____

Evaluation

I. Currency in the Curriculum

II. Effective Planning and Assessment of Curriculum and Instruction

III. Effective Management of Classroom Environment

IV. Effective Instruction

V. Promotion of High Standards and Expectations for Student Achievement

VI. Promotion of Equity and Appreciation of Diversity

VII. Fulfillment of Professional Responsibilities

RECOMMENDATIONS:

TEACHER COMMENTS:
(If more space is needed, attach a separate sheet.)

I have read comments (if any) _____ (initial)

Coordinating Evaluator: _____

Contributing Evaluator: _____

I have read the above report and have the opportunity to comment.

Teacher's Signature

Date

Principal's Signature

Date

**Belmont Public Schools
Belmont, Massachusetts**

Assistance Plan For Teachers With Professional Status

Teacher: _____ Year in Cycle: _____ Date: _____
Evaluator: _____ Teaching Assignment: _____

Area of Identified Need (standard(s) not met):

Criteria for Demonstrating Improvement
Short Term:

Long Term:

Methods to Support Plan of Assistance
Teacher Activities:

Administrative Support:

Date by which Comprehensive Evaluation will occur: _____
Teacher Comments:(Optional)

The signatures below signify agreement with the goals, activities and support specified in this plan.

Signature: _____ Date: _____
Teacher

Signature: _____ Date: _____
Evaluator

Signature: _____ Date: _____
Principal

**Belmont Public Schools
Belmont, Massachusetts**

Chart of Evaluation Responsibilities

<u>Staff Member</u>	<u>Coordinating Evaluator</u>	<u>Contributing Evaluator</u>
<u>High School</u>		
English	English Director	Principal or Assistant
Mathematics	Mathematics Director	Principal or Assistant
Science	Science & Tech. Director	Principal or Assistant
Social Studies	Social Studies Director	Principal or Assistant
World Languages	World Languages Director	Principal or Assistant
Art and Music	Director, Fine & Performing Arts	Principal or Assistant
Physical Education	Athletics/PE/Student Activity Director	Principal or Assistant
Health	Science/Tech. Ed./Health Director	Principal or Assistant
Librarian	Principal or Assistant	Principal or Assistant
Special Education	Principal or Assistant	Director, Student Services
Guidance Counselor	Principal or Assistant	Director, Student Services
Nurse	Principal	Nurse Coordinator
<u>Middle School</u>		
Grade 5	Headmaster or Assistant	Headmaster, Assistant or Curriculum Director
Grade 6	Curriculum Director	Headmaster, Assistant or Curriculum Director
Grade 7 & 8	Curriculum Director	Headmaster or Assistant
Reading	English Director	Headmaster or Assistant
World Languages	World Language Director	Headmaster or Assistant
Art and Music	Director, Fine & Performing Arts	Headmaster or Assistant
Physical Education	Athletics/PE/Student Activity Director	Headmaster or Assistant
Librarian	Headmaster or Assistant	Headmaster or Assistant
Special Education	Headmaster or Assistant	Director of Student Services
Guidance Counselor	Headmaster or Assistant	Director of Student Services
Technical Education	Science & Tech. Coordinator	Headmaster or Assistant
Health	Science/Tech.Ed./Health Director	Headmaster or Assistant
Computer Education	Headmaster	Headmaster or Assistant
Nurse	Principal	Nurse Coordinator
<u>Elementary Schools</u>		
Classroom	Principal	
Art and Music	Director, Fine & Performing Arts	Principal
Physical Education	Athletics, PE/Student Activity Director	Principal
Librarian		
Principals (System-wide)		Assistant Superintendent for Curriculum and Instruction
Special Education	Director, Student Services	Principal
Guidance Counselor	Principal	Director, Student Services
Nurse	Principal	Nurse Coordinator

The Administration agrees that no further changes will be made without negotiating the changes with the Association.

The High School Principal and the Cheney Headmaster will furnish the Association with the Evaluation Responsibilities of the Assistant Principals and Assistant Headmasters by October 15 of each year.

APPENDIX E

COMPENSATION FOR PROFESSIONAL GROWTH GUIDELINES

COMPENSATION FOR PROFESSIONAL GROWTH GUIDELINES

INTRODUCTION

The Belmont School Committee encourages and rewards the continued professional growth of teachers through salary incentives. Teachers have the opportunity to increase their salaries by qualifying for a change in classification (B+15, Masters, M+15, M+30, M+45, CAGS, Doctorate).

This manual is intended to provide an explanation of how to qualify for these salary increases and includes the application form. The form may be copied as needed or can be obtained in the main office in each school. If you have any questions, you can contact the Superintendent's Office or the BEA President.

CHANGES IN CLASSIFICATION

Part I

Reclassification to the Masters, CAGS, and Doctorate Levels

How to Qualify

Changes in classification to a Master's Degree, CAGS, or Doctoral levels will be made upon receipt of documentary evidence (official transcript of completed work or a copy of the degree) from the college or university where the degree was granted.

How to Apply

1. A letter stating that a teacher is enrolled in a Master's, CAGS, or a Doctoral Program should be sent to the Superintendent's Office from the college or university at the time the teacher is accepted into the program.
2. As teachers complete course(s) they should submit evidence (transcript) of satisfactory completion for each course(s) to the Superintendent's Office so that they can be credited for hours beyond the Bachelor's (B+15) or Master's Degree (M+15, M+30, M+45).
3. Upon completion of the degree program, teachers should submit an official transcript which indicates that the course work has been completed or that the degree has been conferred. They must bring the degree/certificate into the superintendent's office as evidence of the completion of the degree or a letter from the university/college indicating completion of the program and anticipated date when the degree will be conferred.
4. Verification of conferral of degree must be submitted to the Superintendent's Office within six months of the granting of the degree. Changes to a teacher's classification and salary level will be implemented as appropriate documentation is received.
5. Degree credit for column changes will be granted based on total hours required by the granting institution. Additional credit hours cannot be carried forward.

Part 2

Reclassification to the B+15, M+15, M+30, M+45 levels

How to Qualify

1. Teachers can advance to the B+15, M+15 M+30, and M+45 levels without being enrolled in a degree granting program.
2. All courses submitted to qualify for levels M+15, M+30, and M+45 shall be at the graduate level.
3. Credit will be given for passing a pass/fail course.
4. Teachers enrolled in a Master's, CAGS, or Doctoral program, will be advanced on the salary scale to the B+15, M+15, M+30, or M+45 levels when satisfactory evidence of completion of these credit hours is received.
5. Courses which have been completed for more than six months at the time of submitting will not be given credit for advancement.
6. New personnel must submit all transcripts of completed work within six (6) months of their appointment date.

How to Apply

1. As graduate courses are completed, teachers should submit an official transcript of grade(s) to the Superintendent. Verification of completed course work must be submitted within six months of completion.
2. Course work equivalent to graduate level courses can be accepted only with prior approval of the Superintendent. Requests for approval of equivalent course work, including course description and/or other relevant information, should be submitted and approved by the Superintendent prior to submitting completed work for advancement on the salary schedule.

DISPUTES

Teachers who dispute the procedures as stated within this document should refer their concerns in writing to the Superintendent's Office. The dispute will be reviewed in consultation between the Superintendent and the BEA President and then the decision will be made by the Superintendent.

IN-DISTRICT COURSE WORK

Expenses for three in-district courses highly recommended by the district, EMI, Understanding Teaching I, and Understanding Teaching II, will be covered by the School Department. These expenses include the cost of the program, books, and graduate credit costs for all participants. Admission to such courses will be on a space available basis. Every effort will be made to schedule course availability in a manner that will meet the demand. Should the district elect to change the courses that are highly recommended from those mentioned above, they will continue to cover said costs.

Request for Prior Approval of Equivalent Credits(s)

Name: _____

School: _____

Date: _____

Institute: _____

Requested Amount of Equivalent Credit: _____

Course description and/or other relevant information: (attach information if appropriate)

FINAL APPROVAL OF GRADUATE CREDIT WORK

Name: _____

School: _____

Grade and/or Subject: _____

Date: _____

College/University: _____

Submitted with this form is an official transcript(s) of grades or documentation of attendance.

Level of Advancement: From _____ To _____

For:	Name of Course(s)	Credit	Date Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For a total of _____ credits.

Signed: _____
signature of teacher

