



COLLECTIVE BARGAINING AGREEMENT 2025-2028

**AN AGREEMENT BETWEEN
THE NEC BOARD OF DIRECTORS
AND
THE NEC EMPLOYEES FEDERATION**

September 1, 2025 – August 31, 2028

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I - FEDERATION RECOGNITION & DEFINITIONS.....	3
2. FEDERATION RECOGNITION.....	3
3. DEFINITIONS.....	3
ARTICLE II - MANAGEMENT RIGHTS.....	4
ARTICLE III - SALARY & COMPENSATION.....	5
5. BASIC SALARY SCHEDULE.....	5
6. PLACEMENT ON THE SALARY SCHEDULE.....	5
7. INCREMENTS FOR ADVANCED CREDIT.....	7
8. METHOD OF PAYMENT.....	8
9. SUBSTITUTE PAY.....	9
10. TRANSPORTATION ALLOWANCE AND CELL PHONE REIMBURSEMENT.....	9
11. IN-SERVICE PAYMENT.....	10
12. LONGEVITY.....	10
ARTICLE IV - BENEFITS.....	10
13. HEALTH INSURANCE.....	10
14. LIFE INSURANCE.....	11
15. WORKER’S COMPENSATION.....	12
16. TAX SHELTERED ANNUITIES.....	12
17. COMMITTEES AND EMPLOYEE INPUT.....	12
18. PRE-TAX BENEFITS.....	12
ARTICLE V - LEAVES OF ABSENCE.....	13
19. SICK LEAVE.....	13
19.7. SICK LEAVE BANK.....	13
19.8. RELIGIOUS HOLIDAYS:.....	15
19.9. SICK DAY BUYBACK:.....	15
19.10. RETIREMENT BUYBACK:.....	15
20. PERSONAL LEAVE.....	15
21. BEREAVEMENT LEAVE.....	16
22. EDUCATIONAL LEAVE.....	16
23. PAID PARENTAL LEAVE.....	17
24. SICK LEAVE FOR TUBERCULOSIS AND COMMUNICABLE DISEASES.....	19
25. LEGALLY OBLIGATED LEAVES.....	19
26. FAMILY MEDICAL LEAVE.....	19
28. RETURN FROM LEAVE.....	20
ARTICLE VI - WORKING CONDITIONS.....	20
29. WORKLOAD.....	20
30. SCHOOL FACILITIES AND EQUIPMENT.....	21
31. EMPLOYEE DEVELOPMENT AND TRAINING.....	22
32. INFORMATION AT THE SCHOOL LEVEL.....	23
33. CALENDAR OF THE SCHOOL YEAR AND RESPONSIBILITIES.....	23
33.4. EXTENDED SCHOOL YEAR (ESY) PROGRAMS.....	24
34. PERSONNEL FILES.....	26
35. PROTOCOL.....	26

38. PARAPROFESSIONAL TO TEACHER PIPELINE.....	27
ARTICLE VII - GRIEVANCE PROCEDURE.....	27
STEP ONE: IMMEDIATE SUPERVISOR.....	28
STEP TWO: EXECUTIVE DIRECTOR.....	29
STEP THREE: BOARD OF DIRECTORS.....	29
STEP FOUR: ARBITRATION.....	30
ARTICLE VIII - SENIORITY.....	30
ARTICLE IX - REDUCTION IN FORCE.....	31
ARTICLE X - ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS.....	33
81. GENERAL PROVISIONS.....	33
82. ASSIGNMENTS.....	34
83. VACANCY.....	35
84. TRANSFERS.....	36
ARTICLE XI - PERSONNEL EVALUATION.....	37
85. EDUCATOR EVALUATION SYSTEM – UNIT A.....	37
85.3. DEFINITIONS.....	37
85.20. CAREER ADVANCEMENT.....	60
86. PERSONNEL EVALUATION SYSTEM – UNIT B EMPLOYEES.....	61
87. PERFORMANCE RATINGS.....	63
ARTICLE XII - FEDERATION PRIVILEGES AND RESPONSIBILITIES.....	65
90. FEDERATION ACTIVITY AT THE SCHOOL LEVEL.....	65
91. INFORMATION TO THE FEDERATION.....	65
92. COPIES OF THE AGREEMENT.....	66
93. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS.....	66
94. AUTHORIZED DUES DEDUCTIONS.....	66
ARTICLE XIII - DISCHARGE AND DISCIPLINE.....	67
ARTICLE XIV - CONFIDENTIAL INFORMATION.....	67
ARTICLE XV - RESIGNATION.....	67
ARTICLE XVI - NO STRIKE.....	68
ARTICLE XVII - SCOPE OF THE AGREEMENT.....	68
ARTICLE XVIII - SAVINGS CLAUSE.....	68
ARTICLE XIX - SIDE LETTER.....	69
ARTICLE XX – DURATION.....	69
Appendix A: Salary Scales.....	70
Appendix B - Statements of Shared Interest.....	74
Appendix C - Union Membership Form.....	75
Appendix D - MOU re: Nursing Positions at NEC.....	76
Appendix E – Educator Evaluation System Forms.....	85
Appendix F – ESE Model Rubric for Teachers.....	85
Appendix G – ESE Model Rubric for Specialized Instructional Support.....	85
Appendix H – Setting Smart Goals.....	86
Appendix I – Unit B Evaluation Form.....	88
Appendix J – Specialists MOA.....	90

PREAMBLE

1. This agreement entered into this 15th day of August, 2025 between the Board of Directors of the Northshore Education Consortium, herein after called the Board or the Consortium, and the Northshore Education Consortium Employees Federation, Local 4293, American Federation of Teachers (AFT), AFT Massachusetts, (AFL-CIO), hereinafter called the Federation, and reduced to writing as follows
 - 1.1. All terms and provisions of the predecessor Collective Bargaining Agreement that was in effect from September 1, 2022 to August 31, 2025 except to the extent modified by this Memorandum of Agreement, will be carried over intact into the successor Collective Bargaining Agreement which shall be effective for the three (3) year period from September 1, 2025 to August 31, 2028.
 - 1.2. All References to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

ARTICLE I - FEDERATION RECOGNITION & DEFINITIONS

2. FEDERATION RECOGNITION

- 2.1. The Northshore Education Consortium Board recognizes the Northshore Education Consortium Employees Federation, Local 4293, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, as the exclusive bargaining representative for all those persons in Bargaining Unit A- Professional (Clinical Directors, Coordinators, Counselors, Registered Nurses, Program Nurses, Registered Nurse Supervisors, Social Workers, Teachers, and Therapists) and all those persons in Bargaining Unit B - Paraprofessional (Certified Medical Professionals, Paraprofessionals, Peer Mentors, and Specialists) excluding all managerial and confidential employees and other employees.
- 2.2. The withholding or failure by either party to exercise any of its rights recognized or reserved by this Agreement shall not be deemed a waiver of such recognized or reserved rights in the future and shall not constitute a modification of this Agreement.

3. DEFINITIONS

- 3.1. The term "*employee*" as used in this Agreement means a person employed by the Board in the bargaining units as described in Article I.
- 3.2. The term "*Federation Representative*" as used in this Agreement means the Federation building representative or other qualified designee of the Federation.
- 3.3. Whenever a personal pronoun is used in this Agreement such pronoun shall be understood to apply equally to both male and female members of the bargaining units.
- 3.4. The term "*Board*" as used in this Agreement refers to the Board of Directors of the Northshore Education Consortium.

- 3.5. The term "*Federation*" as used in this Agreement refers to the Northshore Education Consortium Employees Federation, Local 4293, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO.
- 3.6. The term "*parties*" as used in this Agreement refers to the Board and Federation as participants in this Agreement.
- 3.7. The term "*Executive Director*" as used in this Agreement means the administrative head of the Northshore Education Consortium.
- 3.8. The term "*full-time*" for Unit A (Professional Employees), is defined as 2/3 of a full-time position.
- 3.9. The term "*full-time*" for Unit B (Certified Medical Professionals, Peer Mentor, Specialist, and Paraprofessional) employees, is defined as twenty-three (23) hours per week.
- 3.10. "Certified Medical Professionals" are those employees who are certified as: Licensed Practical Nurses, Certified Occupational Therapy Assistants, Physical Therapy Assistants, and Speech and Language Assistants.
- 3.11. "Specialists" are those employees in the positions of Case Managers, Behavior Specialist, Vocational Specialists, Recovery Counselors and other positions mutually agreed upon by the Executive Director and the Federation President.
- 3.12. A "*Temporary Employee*" is an individual that fills a position that the Consortium believes, in good faith, will last no longer than forty-five (45) work days. Temporary Employees are not part of the bargaining units covered by this Agreement, however, if a Temporary Employee becomes Interim or Permanent, then their date of hire shall be the date hired as a Temporary Employee, and all benefits shall accrue retroactively to this date of hire.
- 3.13. An "*Interim Employee*" is an individual that fills a position for more than forty-five (45) days but not past the end of the current school year, with a specific expected end date. Interim Employees are part of the bargaining units covered by this Agreement.
- 3.14. A "*Permanent Employee*" is an individual that fills a position that will last at least one (1) year or into the next school year. Permanent Employees are part of the bargaining units covered by this Agreement.
- 3.15. A "*Substitute Employee*" is an individual who fills in for another employee who is currently unable to work. Substitute Employees are not part of the bargaining units covered by this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

4. Subject only and only to the extent that an express provision of this Agreement specifically limits the rights or discretion of the Board, all rights, functions, and prerogatives of the Board formerly exercised or exercisable by the Board remain exclusively in the Board. These rights whether exercised or not, include, without being limited to, all rights and powers given to the Board by law, the right to operate, manage and control the Consortium and its activities and to direct the work of its employees and the use of its properties, facilities and equipment; to determine the hours, schedules and assignments of work and work tasks; the right to establish,

change or discontinue duties including the right to introduce, change, or discontinue methods, facilities, operations, processes, services and techniques; to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine educational and professional standards, operations, and other policies; to determine methods and procedures and to direct employees; to determine employee competency, and the assignment of work; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; provided, however, that any decision to contract services that would affect bargaining unit employees, the Board agrees to bargain the impact of such a decision with the Federation; to establish or change any form of employee benefits in excess of, or in addition to, those provided by this Agreement, the right to select, hire, suspend, evaluate, transfer, promote and demote employees consistently with this Agreement; the right to discharge or otherwise discipline employees; the right to lay off employees for lack of work or for other reasons; the right to promulgate and enforce rules relating to policies, operations, and safety measures; the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters; and in the event of an emergency, the right to require reasonable overtime work, and the right to have that work performed by members of the bargaining unit and all other rights pertaining to the operation or management of the Consortium.

ARTICLE III - SALARY & COMPENSATION

5. BASIC SALARY SCHEDULE

5.1. Bargaining unit employees shall be compensated in accordance with the salary schedule(s) found in Appendix A. Clinical Directors, Coordinators, Counselors, Program Nurses, Nurse Supervisors Social Workers, Teachers, and Therapists shall be compensated in accordance with the Teacher and Program Nurse Salary Schedule. Registered Nurses shall be compensated in accordance with the Registered Nurse Salary Schedule. Paraprofessionals shall be compensated in accordance with the Paraprofessional Salary Schedule. Certified Medical Professionals shall be compensated in accordance with the Certified Medical Professional Salary Schedule. Peer Mentors shall be compensated in accordance with the Paraprofessional Salary Schedule as part-time Paraprofessionals.

Specialists shall be compensated in accordance with the Specialist Salary Schedule.

5.2. Consortium employees whose services are deployed in or used by member school systems are to be considered Consortium employees.

5.3. Certified Medical Professionals and Specialists shall be assigned to duties consistent with their certification.

6. PLACEMENT ON THE SALARY SCHEDULE

6.1. Upon recommendation of the Executive Director, the Consortium Board will finalize the initial placement on the salary schedule/rate of pay for Consortium employees. Staff members may be given credit upon initial employment for previous full time, equivalent experience in either the public or private employment at the discretion of the Executive Director. This Section shall not be subject to the grievance and/or arbitration procedure.

6.2. Subject to the conditions contained in this Section, normal progression on the appropriate salary schedule shall be one (1) step for completion of each additional year of continuous

service to the Consortium. Such changes shall only be made in September and a minimum of ninety-two (92) days service before September 1 shall be the basis for computing a year of service. The Consortium Board reserves the right to withhold any progression on the salary schedule for unsatisfactory work performance, as reflected in the employee's evaluation.

- 6.3. All professional staff shall be appropriately certified or licensed or otherwise approved to the extent required by law, regulation, or policies of the Department of Education or other governing state or federal agency.
- 6.4. Registered Nurses shall be placed on the salary schedule at the discretion of management, and said decision shall not be subject to the grievance and/or arbitration procedure.

All stipends listed in this Section shall be increased by \$50 per year for the 2025-2026, 2026-2027, and 2027-2028 school years.

- 6.5. Lead Teachers/Clinicians and Curriculum /Instruction Coordinator shall receive the following annual stipends:

SY 26-27	SY 25-26	SY 27-28
\$2,200	\$2,250	\$2,300

- 6.6. Mentors shall receive the following annual stipends and will follow Induction Program Guidelines:

SY 25-26	SY 26-27	SY 27-28
\$700	\$750	\$800

- 6.7. Translation Assistants who are fluent in a second language and willing to be available to assist with translating phone calls, informal parent meetings, and/or reviewing translated documents. The expectation is that employees who receive this stipend will support building-based and district wide multilingual communication needs:

SY 25-26	SY 26-27	SY 27-28
\$700	\$750	\$800

- 6.8. Paraprofessionals who have completed all necessary RBT coursework and demonstrated appropriate skills, have passed their RBT certification, and are assigned to a location requiring such skillsshall receive the following annual stipend:

SY 25-26	SY 26-27	SY 27-28
\$700	\$750	\$800

- 6.9. Licensed 7D drivers and Consortium Endorsed Drivers who are willing and able to drive

as requested to transport students, on a regular basis (as defined by the Driver Stipend job description), during the school day to activities, internships, job sites, field trips, etc., shall receive the following annual stipend:

SY 25-26	SY 26-27	SY 27-28
\$700	\$750	\$800

- 6.10. Supervisors/Contributing Evaluators of 2-10 employees shall receive the following annual stipend:

SY 25-26	SY 26-27	SY 27-28
\$2,200	\$2,250	\$2,300

- 6.11. Districtwide Coordinators shall receive the following annual stipend:

SY 25-26	SY 26-27	SY 27-28
\$3,200	\$3,250	\$3,300

- 6.12. DEI Committee Leaders and Mentor Program Coordinators shall receive the following annual stipend:

SY 25-26	SY 26-27	SY 27-28
\$1,200	\$1,250	\$1,300

- 6.13. All stipend assignments are subject to program needs, budgetary restrictions, and Executive Director discretion.

- 6.14. The parties agree to create a joint Labor-Management committee to review stipends, including whether new stipends should be created, and clarify stipend responsibilities.

7. INCREMENTS FOR ADVANCED CREDIT

- 7.1. Subject to the conditions contained in this Agreement, changes in a professional's salary through the attainment of credits recognized on the Teacher and Program Nurse Salary Schedule shall be made on September 1st and February 1st of each school year. In order to obtain increments, an employee must notify the Executive Director and provide documentation three (3) months prior to the next change date (i.e. September 1st or February 1st) to the Executive Director's satisfaction that they have obtained appropriate credits in a relevant field from an accredited school or university. If an employee is expected to earn the appropriate credits less than three (3) months prior to the next change date (i.e. September 1st or February 1st), then they shall notify the Executive Director of their anticipated change in credits that would entitle them to change pay lanes three (3) months prior to the next change date. Such an employee shall provide the

Executive Director with the required documentation as soon as it becomes available but no later than two (2) weeks prior to the next change date.

- 7.2. With respect to advanced credit, graduate level credits are subject to the Executive Director's approval and must be relevant to the employee's field. Employees must provide documentation to the Executive Director's satisfaction that they have obtained a grade of "B" or better in graduate level courses relevant to their field.
- 7.3. With respect to advanced credit for Masters Plus 15, Masters Plus 30, and Masters Plus 45, graduate level credits are subject to the Executive Director's approval and must be relevant to their field. These credits must have earned a grade "B" or better.

8. METHOD OF PAYMENT

- 8.1. All employees are paid bi-weekly. Unit A employees shall receive twenty-two (22) or twenty-six (26) equal biweekly payments each school year, with the first bi-weekly payment made no later THAN September 15th. Full-time Unit A employees, hired before February 1st, and working through the end of the school year, will be paid through August 31st. Unit B employees shall have the option of twenty-two (22) or twenty-six (26) equal bi-weekly payments, with the first bi-weekly payment made no later than September 15th.
- 8.2. An employee may elect to have their salary/wages deferred and paid in twenty-six (26) equal bi-weekly installments. Such voluntary election shall be made no later than June 30th of each year for the following school year, or within two (2) weeks of an employee's date of hire, using the Payroll Deferral Form mutually agreed to by the parties. An employee who currently receives their salary/wages over twenty-two (22) bi-weekly installments shall experience no change, unless the employee elects to START the deferral using the Payroll Deferral Form. Once an employee has voluntarily elected to have their salary/wages deferred and paid in twenty-six (26) equal bi-weekly installments, such election shall remain in effect for the remainder of the school-year for which such election has been made, and will continue thereafter from year to year, unless the employee elects to STOP the deferral, using the Payroll Deferral Form.
- 8.3. All payroll deductions for discretionary/non-compulsory deductions such as FSA/DCA, dental, disability, life, and health insurance premiums shall be deducted from an employee's payroll based on twenty-two (22) equal bi-weekly installments. All non-discretionary/compulsory payroll deductions shall be deducted equally from an employee's payroll based on the number of bi-weekly payroll installments elected by the employee. If an employee leaves or dies during the school year, the employee or their estate shall be entitled to any compensation earned, but not yet paid to the employee.
- 8.4. Notwithstanding the above, employees in either Unit A or Unit B who work less than a full school year shall have their pay prorated according to the 1/185 method for each day worked.
- 8.5. Reimbursement vouchers must be submitted to the Business Office for payment no later than the fifteenth (15th) day of the month and shall be issued as a separate check on the last day of the month, or the thirtieth (30th) day of the month, whichever is sooner.
- 8.6. All materials, supplies, equipment, keys and other goods must be returned prior to issuing the final check of the year.

9. **SUBSTITUTE PAY**

- 9.1. Paraprofessionals or Specialists who serve as substitutes shall receive the following compensation:
 - 9.1.1. A Paraprofessional or Specialist who substitutes for a Teacher, or a Paraprofessional who substitutes for a Specialist for two (2) or more hours in a school day but less than a full school day shall receive a differential of forty dollars (\$40.00) in addition to their regular pay.
 - 9.1.2. A Paraprofessional or Specialist who substitutes for a Teacher, or a Paraprofessional who substitutes for a Specialist for a full school day shall receive a differential of seventy dollars (\$70.00) in addition to their regular pay.
 - 9.1.3. Beginning on the third (3rd) consecutive full day serving as a substitute, a Paraprofessional or Specialist who substitutes for a Teacher, or a Paraprofessional who substitutes for a Specialist, shall receive one-hundred and fifty dollars (\$150) per day in addition to their regular pay.
- 9.2. A Float Nurse substituting for the Program Nurse shall receive an additional \$100 per day starting on the fourth (4th) consecutive day of substitution.
- 9.3. The Consortium shall make every effort to hire a substitute for absent Teachers, Paraprofessionals and Nurses.

10. **TRANSPORTATION ALLOWANCE AND CELL PHONE REIMBURSEMENT**

- 10.1. **TRANSPORTATION ALLOWANCE:** Employees required by the Executive Director or their designee to drive their private automobile for work related duties will be reimbursed for mileage at the current rate established by the internal revenue service (IRS).
- 10.2. Employees shall be reimbursed for necessary parking expenses provided that parking receipts are submitted together with completed forms which are available in the Business Office. Forms must be submitted by the fifteenth (15th) day of each month.
- 10.3. Except as provided in the Consortium's Transportation Policy, the Consortium does not authorize nor require employees to transport any student, client, or ward of the state in their own automobile.
- 10.4. **CELL PHONE REIMBURSEMENT:** An employee who provides itinerant services on behalf of the Consortium as a Vision Therapist, Mobility Specialist, Community Resource Coordinator, Home Trainer, or other position as determined by the Executive Director, and who uses their own cell phone to perform official duties shall be reimbursed at the rate of twenty-five dollars (\$25) per month. Reimbursement for employees who work or travel less than full-time shall be prorated.
- 10.5. An employee's eligibility for reimbursement shall be subject to the discretion of the Executive Director, provided such discretion is not exercised in an arbitrary or capricious manner.

- 10.6. Payment for cell phone reimbursement to eligible employees shall be made to coincide with the last pay period of each month provided the employee has supplied documentation acceptable to the Executive Director.

11. IN-SERVICE PAYMENT

- 11.1. All members of Unit A required to attend mandatory in-service programs held beyond their normal work hours shall be paid forty dollars (\$40.00) per hour.
- 11.2. Management has the option to offer compensatory time in lieu of payment but such compensatory time must be mutually agreed to by both the employee and the supervisor.

12. LONGEVITY

- 12.1. Employees shall receive the following longevity payment. Longevity checks shall be paid by December 15th for the period ending the previous school year. Employees who have completed the requisite years of service prior to October 15th shall be eligible for longevity payments. Longevity payments for part-time employees will be prorated.

# of Years	Payment	Effective September 1, 2026:
5		\$500
10	\$950	\$1,000
15	\$1,425	\$1,500
20	\$1,700	\$2,000
25	\$2,100	\$2,500
30	\$2,600	\$3,000

ARTICLE IV - BENEFITS

13. HEALTH INSURANCE

- 13.1. Eligibility for benefits, except where indicated, shall apply to only full-time employees. "Full-time employees" are defined as follows: Professional employees - two-thirds (2/3) of a full-time position. Non-Professional employees - 20 hours per week.
- 13.2. Any employee working less than the number of hours defined above, who is currently receiving health insurance benefits, shall continue to receive health insurance benefits.
- 13.3. Any employee reduced to part-time employment, at the discretion of management, after the signing of this Agreement shall continue to participate in the health insurance plan.
- 13.4. If an employee elects to participate in a Consortium sponsored health insurance plan, the employer will contribute eighty percent (80%) of the monthly premium of its primary health insurance carrier, chosen at the discretion of the Consortium, and the employee will contribute twenty percent (20%) thereof. The employer will allocate the same dollar amount which it contributes to its primary health insurance carrier toward any of the health insurance plans and/or health maintenance organizations it decides to offer to its employees and the employees shall contribute any and all additional amounts.

- 13.5. Coverage under 13.4 shall remain in effect to the last day of the month in which the employee terminates.
- 13.6. Full-time Paraprofessionals who begin their employment as a Paraprofessional with the Consortium before March 1st of a particular school year, and who work through the end of the school year, shall be eligible for continuation of their health insurance through the summer recess. Full-time Paraprofessionals who begin their employment on or after March 1st of a particular school year, and who work through the end of the school year, shall be covered through July 31st of that year.

13.7. HEALTH INSURANCE POLICY FOR RETIREES

- 13.7.1. Employees must have worked for the Consortium for ten (10) years, and be formally retired from the Massachusetts Retirement System.
- 13.7.2. Effective 7/1/2006, employees must be at least age fifty-five (55) upon retirement.
- 13.7.3. Employees who have not taken health insurance while employed at the Consortium will be eligible for health insurance if they notify the Executive Director six (6) months before retirement.
- 13.7.4. The Consortium will cover fifty percent (50%) of health insurance costs for the retiree until Medicare eligibility.
- 13.7.5. The Consortium will cover fifty percent (50%) of health insurance costs for either a Family or Individual plan.
- 13.7.6. The Consortium will cover fifty percent (50%) of health insurance costs for retirees who are not eligible for Medicare until their death. Non-Medicare eligible retirees must submit upon request evidence to the Consortium that they are not Medicare eligible.
- 13.7.7. Retirees may petition the Consortium for coverage upon a qualifying event (loss of coverage previously carried by a spouse).
- 13.7.8. Spouses will be eligible for benefits upon death of the retiree if married to the employee at the time of retirement.
- 13.7.9. The Consortium will offer a Medicare Supplemental Plan to which retirees may belong, of which fifty percent (50%) of the cost will be paid by the Consortium.

14. LIFE INSURANCE

- 14.1. A \$10,000 life insurance policy is offered to full-time employees.

15. WORKER'S COMPENSATION

- 15.1. Employees are covered by the provisions of the Massachusetts Workers Compensation Act, General Laws of the Commonwealth, Chapter 152.

16. TAX SHELTERED ANNUITIES

- 16.1. So as to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an employee may contact the Consortium for the purchase of an annuity pursuant to the provision of the General Laws of Massachusetts as part of their employment compensation. Such contract shall specify the premiums to be paid toward the annuity, the method and form of payroll deduction or other form of payment.
- 16.2. Eligible employees and the Federation shall indemnify and save the Consortium harmless against all claims, demands, suits or other forms of liability which may arise by reason of action taken or omitted by the Consortium or by any other person, corporation, agency or entity pursuant to this Article.
- 16.3. The Consortium shall provide at least three (3) 403(b) plan options, at least one of which shall be a self-directed investment option. The Consortium shall permit employees who have a Lincoln or Vanguard investment plan to maintain their investment plan. NEC shall consult with the Union and reach mutual agreement prior to any change in companies.

17. COMMITTEES AND EMPLOYEE INPUT

- 17.1. **SAFETY COMMITTEE:** The Consortium shall develop and maintain a Safety Committee to address issues of employee and student safety. The Safety Committee shall consist of the Federation President, the Executive Director, one (1) representative from each Program appointed by the Federation President, and an equal number of representatives from management appointed by the Executive Director. Bargaining unit members will submit safety related issues to the Safety Committee through the Federation President. The Consortium shall publish and distribute a report listing issues raised to the Safety Committee, and the current status/corrective action(s) taken.
- 17.2. **HEALTH INSURANCE COMMITTEE:** The Consortium shall develop and maintain a committee with the Federation to review and discuss possible changes in Health Insurance. The Ad Hoc Union/Management Committee shall investigate health, dental, and vision plans and shall return to the parties with their findings for further discussion and negotiation. The committee shall meet a minimum of one (1) time each year prior to April 1st.

18. PRE-TAX BENEFITS

- 18.1. The Consortium agrees to continue to provide access to the Northshore Education Consortium Cafeteria Plan, a program which enables employees to take advantage of

pre-taxed dollars for dependent care and medical expenses, as detailed in the Summary Plan Description.

ARTICLE V - LEAVES OF ABSENCE

19. SICK LEAVE

- 19.1. All employees agree that absences are not beneficial to the educational process and therefore, must be limited to a minimum.
- 19.2. Employees shall earn fifteen (15) days of Sick Leave at the beginning of each contractual year. The Sick Leave time shall be prorated based on their start date.
- 19.3. Effective with the signing of this Agreement, all Sick Leave not utilized during the school year in which it was granted may be accumulated up to a maximum of one hundred and eighty five (185) days.
- 19.4. An employee must notify the Consortium as soon as possible if they expect to be absent from work because of personal illness or mental health. Employees may use accrued sick time in one (1) hour increments. An employee may elect to use up to fifteen (15) days of their paid accrued Sick Leave per school year to care for a sick or injured spouse, domestic partner, child, mother, father, or relative residing in the employee's household. For planning purposes, employees shall keep the Consortium informed of the probable length of time of the absence on a regular basis.
- 19.5. After a serious illness, serious mental health incident, accident, or operation, the employee must present a written statement of fitness from their physician before returning to work. A serious illness, serious mental health incident, accident, or operation is defined as any incident of the aforementioned that requires absence from work for five (5) or more consecutive days.
- 19.6. In cases of suspected abuse, the Executive Director shall inform the employee of the suspicions of abuse. In a subsequent instance of suspected abuse, the Executive Director may require evidence, such as a Doctor's Certificate, of the employee's illness.
- 19.7. **SICK LEAVE BANK**

- 19.7.1. **BANK ORGANIZATION:** The parties to this Agreement agree to continue the Sick Leave Bank (Bank). Employees who desire to do so may participate in the Bank, and only Bank members may draw from the Bank. Participation shall be voluntary, but membership shall require an initial contribution of two (2) days of Sick Leave by October 1st of any school year. New employees may join the Bank within thirty (30) days of employment, and must contribute their two (2) days of sick leave within ninety (90) days of joining the Sick Leave Bank. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee, hereafter called the SLBC, composed of TWO (2) members designated by the Executive

Director and two (2) members designated by the Federation. The SLBC shall determine the eligibility of employees requesting days from the Bank, and the amount, if any, of days to be granted. The decision of the SLBC with respect to eligibility and entitlement shall be final and binding and not be subject to the grievance and arbitration provisions of this Agreement. Bank days unused in any school year shall be carried over to the next school year.

- 19.7.2. **CONDITIONS FOR BANK USE:** Employees having exhausted their personal Sick Leave shall draw upon the Bank as needed for extended illness on the terms and conditions set forth herein. An "extended illness" for the purposes of this Section, is an illness requiring absence from work for fifteen (15) or more consecutive days. Application for use of Sick Leave from the Bank shall be made in writing to the SLBC. An employee seeking Sick Leave from the Bank shall provide documentation from a licensed Health Care Provider showing the nature of the employee's illness or condition, and the employee's need for sick leave from the Bank.
- 19.7.3. **FMLA QUALIFYING EVENTS:** On the occasion where a bargaining unit member has an FMLA qualifying event and the member has exhausted the family sick days per the contract, the member may seek up to ten (10) days from the Sick Leave Bank for this purpose.
- 19.7.4. **MAXIMUM USAGE OF LEAVE FROM BANK:** After an employee draws fifteen (15) days of Sick Leave from the Bank, their request for additional Sick Leave will be reviewed pursuant to Section 19.8.5, below. Employees may not request more than fifteen (15) days of Sick Leave at any one time. No employee may use more than one hundred and ten (110) days of Sick Leave from the Bank for a single illness or a single period of illness.
- 19.7.5. **ADMINISTRATION OF BANK:** Time shall be granted by the SLBC only after review of information provided pursuant to Section 19.8.2. Employees shall hold the SLBC harmless with respect to all good faith decisions to grant or to deny the use of days of Sick Leave from the Bank.
- 19.7.6. **RE-SEEDING OF BANK:** Any time that the total number of days in the Bank is reduced to one hundred (100) days, any employee wishing to continue participation in the Bank shall contribute one (1) additional day; but in no event shall any member of the Bank be asked to contribute more than two (2) additional days in any school year. Any employee who is a member of the Bank who declines to contribute additional time to the Bank as set forth in Section 19.8.6, above, shall be deemed to have opted out of the Bank. Such employees shall not be eligible for membership in the Bank until the next open enrollment period as set forth in Section 19.8.1, above. In the event a participating member has no accumulated or annual sick leave at the time of said assessment, then that member

shall be assessed the number of days of Sick Leave owed to the Bank on the following September 1st.

- 19.7.7. **RETIREMENT DONATIONS:** Any employee with ten (10) or more years of continuous service at the Consortium may elect to donate to the Sick Leave Bank up to fifteen (15) of their accumulated sick days.

19.8. **RELIGIOUS HOLIDAYS:**

With the approval of the Executive Director, an employee may use up to three (3) days of accumulated sick days in order to take off religious holidays with pay. All requests must be in writing and shall be submitted no less than five (5) school days prior to the Holiday.

19.9. **SICK DAY BUYBACK:**

Employees with five (5) or more years of continuous service who have not used fifty percent (50%) of their accrued sick leave from the prior school year, shall be eligible to buy back up to three (3) sick days in January of each year. The daily rate paid shall be one hundred thirty-five dollars (\$135.00) for Unit A employees and eighty-five dollars (\$85.00) for Unit B employees.

- 19.9.1. Any days bought back under this plan shall be deducted from the employee's sick leave balance.

19.10. **RETIREMENT BUYBACK:**

Any employee who has completed fifteen (15) or more years of continuous service with the Consortium, who has provided irrevocable notice at least six (6) months prior to their retirement date, and who has accumulated seventy-five (75) or more days of sick leave, shall be entitled to a buyback equal to \$50 for Unit A and \$25 for Unit B for all days in excess of seventy-five (75) days. This benefit shall only be paid at and upon full retirement.

20. **PERSONAL LEAVE**

- 20.1. All full-time employees shall receive three (3) days of Personal Leave per year prorated based on their start date.
- 20.2. Whenever possible, at least three school days written notice shall be given to the Program Directors. Personal Leave may not be taken either before or after a school vacation or holiday. Personal Leave may be taken to extend holidays or vacations only with the prior approval of the Executive Director. Employees may request to use Personal Leave either directly before or after a holiday or vacation. All determinations will be made on a case by case basis and any determination by the Executive Director to either grant or deny a request shall not be subject to the grievance procedure.

- 20.3. Whenever possible, Personal Leave requests shall be submitted three (3) school days in advance of the requested Personal Leave Day. Personal Leave shall be granted in the order the requests are received. Final approval by the Executive Director, or their designee, is required.
- 20.4. Personal Leave will not be unreasonably denied. If an employee believes that a request has been unreasonably denied by their Program Director, the employee can appeal the decision to the Executive Director.
- 20.5. Any unused days of Personal Leave shall convert to an equal number of days of Sick Leave in the following school year.

21. BEREAVEMENT LEAVE

- 21.1. All full-time employees shall receive a paid leave of absence, not to exceed five (5) work days, in the event of the death of a member of the employee's immediate family. "Immediate Family" means the employee's parent, spouse, sister, brother, grandparent, grandchild, child (including any person for whom the employee is or was the legal guardian), son-in-law, daughter-in-law, or spouse's parent.
- 21.2. One (1) day of Bereavement Leave, without loss of pay, shall be granted to employees upon the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Requests for leave under this Section will be made using the Employee Access Portal.

22. EDUCATIONAL LEAVE

- 22.1. An Educational Leave of absence with pay, for up to three (3) days, may be granted to full-time employees with the approval of the Executive Director, to enable employees to visit other school programs or attend approved educational meetings or conferences. Written reports, if requested, shall be submitted. Educational meetings or conferences that are required by the Executive Director shall not be considered educational leaves of absence for the purpose of this Article. Requests for leave under this Section will be made using the Employee Access Portal.
- 22.2. The Consortium shall make available a Professional Development Fund to employees to access as follows:
 - 22.2.1. Each September, the Consortium shall add no less than the following amounts to the Fund to be distributed for the contract year, by term:
 - Effective September 1, 2025: \$30,000
 - Effective September 1, 2026: \$45,000
 - Effective September 1, 2027: \$60,000

Up to 50% of the available funds may be used during the Fall term (September through January), with the remaining funds reserved for use during the Spring

term (February through June). Any unused funds in a term shall roll over to the following term. Any unused funds after the last term shall roll over to the following year.

22.2.2. Employees shall have access to up to the following amounts per conference or higher education course.

- Effective September 1, 2025: \$1,000
- Effective September 1, 2026: \$1,250
- Effective September 1, 2027: \$1,500

In order to be eligible for reimbursement from the Fund, employees must obtain written approval from the Executive Director prior to attending the conference or course. The Executive Director shall approve no more than the amounts listed above per employee per contract year.

22.2.3. The deadlines for submission shall be at least two (2) weeks prior to the start of the higher education course and/or conference.

22.2.4. Funding shall be determined by sorting the requests: first, by time since last funding (or date of employment if never funded); then by date and time of application (the request with the longest time since funding and earliest application gets first priority). For purposes of determining the order of applications by time and date, the Executive Director or their designee shall time and date stamp all applications.

22.2.5. Second applications by individuals shall be funded, if funds are available, after funding all first applications and in the order described in 22.2.4 above. Additional applications shall be funded as well, if funds are available.

22.3. Employees who are required by administration to attend conferences that require an overnight stay shall have their lodgings paid for by the Consortium and be provided with a meal stipend of twenty-five (\$25) dollars for each day of the conference. If an employee makes a special request to attend an overnight conference requiring lodging and meals, and requests the Consortium to pay for their lodgings and a meal stipend of twenty-five (\$25) dollars for each day of the conference, the Executive Director may approve such request.

23. PAID PARENTAL LEAVE

23.1. An employee who has given birth, whose spouse or domestic partner has given birth, or who has adopted a child under the age of 18 or under the age of 23 for a child with a mental or physical disability shall be entitled to the following Parental Leave benefits:

23.1.1. Employees may take up to one (1) year of job-protected Parental Leave.

23.1.2. The first six (6) weeks of Parental Leave may be taken, and shall be paid by the Consortium. This pay will not be deducted from the employee's Sick Leave or Personal Leave. When calculating the six (6) week period under this section of

the contract, the full December, February, and April vacation weeks and the summer vacation period will not count towards the six weeks, and the clock will toll during those periods. This does not include weeks where there is a weekday holiday (i.e. Thanksgiving week, Veteran's Day, Memorial Day, etc.). Those weeks shall count as full weeks per this policy.

23.1.3. The seventh through twelfth weeks of Parental Leave may be taken, and may be paid by the employee through their Sick Leave and/or Personal Leave.

23.1.4. All Parental leave after the twelfth week shall be unpaid.

23.2. Parental Leave shall be subject to the following parameters:

23.2.1. The Parental Leave benefits identified in this Article are only available to employees who have been employed with the Consortium on a full-time basis for six (6) months. For employees employed with the Consortium on a full-time basis for three (3) months, they shall also be entitled to the Parental Leave benefits identified in this Article, excluding section 23.1.2.; instead, the first six weeks may be paid by the employee through their Sick Leave and/or Personal Leave.

23.2.2. A request for Parental Leave must be submitted in writing to the Executive Director at least thirty (30) calendar days before the requested departure date. The employee must also submit with the request an anticipated return date. Requests for leave under this Section will be made using the Employee Access Portal.

23.2.3. The Parental Leave identified in this Article must be taken in consecutive weeks, it cannot be intermittent, and such leave shall commence no later than three months after the arrival or birth of the child. However, the requirement that the Parental Leave must commence no later than three months after the arrival or birth of the child will be extended to five months if the child is born or arrives in June.

23.2.4. The Parental Leave compensation benefits identified in this Article will be prorated for less than full-time employees.

23.2.5. Employees on Parental Leave shall return to the Step on the Salary Schedule which they held prior to the commencement of such leave as soon as they return to fulltime employment, unless they completed ninety (90) days of service prior to July 1st in which case they will return to the next higher Step on the Salary Schedule.

23.2.6. It is expressly intended that leave addressed in this Article is intended to be in compliance with any rights and obligations required under the Federal Family Medical Leave Act, and the Massachusetts Parental Leave statute. In the event there is a direct conflict, the statutes shall control.

23.2.7. Any leave under this section shall run concurrent with any leave granted under the Family Medical Leave Act, 29 CFR 825.100, et seq., the Massachusetts Parental

Leave Act, MGL c. 149, § 105D, and any other relevant law.

- 23.3. The North Shore Education Consortium does not currently participate in the Paid Family and Medical Leave (PFML) coverage offered by the state. Should the North Shore Education Consortium legally adopt M.G.L. c. 175M (Paid Family Leave), the parties agree that this provision shall be null and void and agree to negotiate this section of the contract consistent with the benefits available under the paid parental leave law.

24. SICK LEAVE FOR TUBERCULOSIS AND COMMUNICABLE DISEASES

- 24.1. The Board shall grant leave to employees excluded from employment because of Tuberculosis in an active state or other communicable disease, as required by the General Laws.

25. LEGALLY OBLIGATED LEAVES

- 25.1. Leaves of absence for legally obligated court appearances, jury duty, and military service shall be granted to the extent provided by law. Requests for leave under this Section will be made using the Employee Access Portal.

26. FAMILY MEDICAL LEAVE

- 26.1. Pursuant to the Family Medical Leave Act (FMLA) of 1993, a full-time employee, who has completed one (1) year of service, is eligible for up to twelve (12) weeks of unpaid leave each year if:
- 26.1.1. The employee has a serious health condition documented by their physician which renders the employee unable to perform the essential functions of their job, or;
 - 26.1.2. The employee is needed to care for a spouse, domestic partner, child, mother, or father who has a serious health condition, or;
 - 26.1.3. The birth or adoption of a child.
 - 26.1.4. A request for FMLA leave must be made in writing thirty (30) days prior to the requested date of such leave if the situation warrants it. Requests for leave under this Section will be made using the Employee Access Portal. Definitions and requirements under FMLA are found in FMLA Policy and at 29 CFR 825.000 et seq.
 - 26.1.5. Leave taken pursuant to Section 26.1.3 above is not in addition to maternity leave granted under the Massachusetts Parental Leave Act, Massachusetts General Laws (MGL) Chapter 149, § 1050, but rather runs concurrently with such leave.

27. **OTHER**

- 27.1. The Executive Director with the approval of the Board may grant unpaid leaves of absence. Requests for leave under this Section will be made using the Employee Access Portal. If the Executive Director grants a leave of absence to an employee beyond that mandated by this Agreement, such leave shall not in any way act as a precedent with respect to any subsequent employee requests for leaves of absence.

28. **RETURN FROM LEAVE**

- 28.1. Any employee returning from a leave of absence that exceeds eight (8) calendar weeks may be reassigned at the discretion of management to a different but equivalent position.
- 28.2. The parties further agree that employees who are granted leaves of absence by the Consortium which last until the end of the school year are not guaranteed that they will be returned to the same class/assignment upon their return from leave. This results from the fact that such leaves create vacancies pursuant to Article X, Section 83.
- 28.3. The parties further agree that where the Consortium grants a leave of absence to an employee of eight (8) calendar weeks or less and which concludes prior to the end of the school year, the employee is entitled to return to their same assignment upon conclusion of the leave.

ARTICLE VI - WORKING CONDITIONS

29. **WORKLOAD**

- 29.1. **RELIEF FROM NON-TEACHING DUTIES:** Duties of employees shall exclude all non-professional duties such as sweeping or cleaning floors, emptying trash cans, and relocating classrooms and heavy equipment. Whenever it is in the control of the Consortium, these services shall be provided by custodial personnel.
- 29.2. **GRADE REPORTING:** At the beginning of the school year and/or thirty (30) days in advance, the Consortium will notify employees of the dates which reports and grades will be due, unless shorter notice is required by the circumstances.
- 29.3. **COOPERATING TEACHERS:** Acceptance of a Teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided. Cooperating Teachers shall accept whatever is offered by the college or university that the trainee attends.
- 29.4. **JOB SHARING:** At the recommendation of the Executive Director, with the discretion of the Board, two (2) bargaining unit employees may share one (1) full-time position. Approval of such a request shall be upon such terms as the Board may direct. Denial of such assignment shall not be subject to the grievance and/or arbitration procedure.

29.5. **PLANNING/PREPARATION TIME (P/PT):**

- 29.5.1. **TEACHERS:** In all Programs shall have no less than two hundred (200) minutes of P/PT during each full school week. Each block of P/PT shall be no less than thirty (30) minutes. Teachers shall have two (2) blocks of P/PT which are forty-five (45) minutes in duration during each full school week. In all Programs at least one (1) 45-minute block shall be used for Common Planning Time (CPT) with other team members. A minimum of one hundred thirty-five (135) minutes per week must be reserved for individual self-directed preparation time.
- 29.5.2. **PARAPROFESSIONALS:** Paraprofessionals in all Programs who teach an enrichment activity shall receive forty- five (45) minutes of P/PT, during each full school week. Paraprofessionals in all Programs shall have at least one (1) 45-minute block of Common Planning Time (CPT), during each full school week.
- 29.5.3. **THERAPISTS AND NURSES:** Will develop their schedules with Therapy and Nurse Supervisors, as is the current practice, to include Common Planning Time (CPT) with other team members for assigned classes as their own P/PT.
- 29.5.4. The P/PT above shall include Educational Team Meetings for at least ninety (90) minutes per month, with no block of time less than forty-five (45) minutes, and shall include Paraprofessionals for at least forty-five (45) minutes.
- 29.5.5. The Consortium shall schedule at least ten (10) half-days per school year for P/PT at all programs. These half-days may be used for mandatory in-service training sessions at the discretion of the Consortium administration.
- 29.5.6. Employees who do not receive P/PT or CPT as provided in this Section shall receive an equivalent amount of compensatory P/PT or CPT to be scheduled and taken at a time mutually agreed to by the employee and their supervisor.

- 29.6. **RELEASE TIME FOR MCAS ALTERNATIVE ASSESSMENT PORTFOLIOS:** Teachers may be released in order to properly complete MCAS Alternative Assessment Portfolios. A Teacher shall be released one (1) day for every six (6) strands or portion thereof, not including the first twenty-seven (27) strands each year. It is expected that every Teacher shall complete this work at their normal work location, unless otherwise authorized by their Program Director.

30. **SCHOOL FACILITIES AND EQUIPMENT**

- 30.1. Where such matters are within its control, the Consortium will make every effort to:
 - 30.1.1. See that classes are held in properly heated, lighted, and ventilated classrooms, and that each classroom is equipped with the needed desks and chairs.
 - 30.1.2. Take the physical needs of the students into consideration when assigning and equipping classrooms, and see to it that bathrooms are accessible where needed.

- 30.1.3. Prevent renovations, painting, and repairs for being carried out at times when they would interfere with the instructional program, or the reasonable comfort of employees and students.
- 30.1.4. Provide access to a Teacher's Lounge, if one exists. If no Teacher's Lounge exists, NEC shall assure that there is a suitable place for teachers to store and eat their lunches.
- 30.1.5. Keep the grounds and each building clear of glass and other debris.
- 30.1.6. Provide staff access to a work area, if one exists, outside of the classroom, equipped with desks, chairs, and a telephone.
- 30.2. Therapists shall be provided with adequate office space in order to properly carry out their professional responsibilities.
- 30.3. Professional magazines and periodicals shall be placed in the Teacher's Lounge in the main building.
- 30.4. Each site shall be inspected by the Fire Department and the Health Department, prior to occupancy.
- 30.5. All Teachers may be reimbursed each year for up to one hundred dollars (\$100) for miscellaneous out-of-pocket expenses related to setting up classrooms. Receipts must be submitted by December 1st of each year. This practice shall not impact monthly reimbursement for approved classroom or student related expenses.
- 30.6. Prior to the first day of school, the Consortium shall make every effort to equip all classrooms with the necessary furniture, equipment, educational materials, adaptive equipment, and appliances necessary to educate students.
- 30.7. Employer shall provide employees with supplies to educate their students. Basic supplies will be kept on hand at each worksite. The Consortium shall distribute to staff annually policies for requisition requests and reimbursement of classroom supplies through distribution of the Employee Handbook and via email in September and/or the employees first week of hire. Employees who need to pay out of pocket for classroom supplies, and who follow the proper process and procedure as outlined by the Consortium, will be reimbursed within the next payroll period. Employees who order supplies and follow the Consortium process will receive notification of approval, denial, or delay within five (5) working days.
- 30.8. The Consortium shall ensure that all programs provide enrichment opportunities that address the student needs and Department of Education requirements. A Student Enrichment Committee made up of one (1) educator from every program and administration will be established, upon the request by the Union, to assess resources and recommend student enrichment improvements annually. Recommendations shall be given to the Board of Directors, Executive Director, and Program Directors.

31. EMPLOYEE DEVELOPMENT AND TRAINING

31.1. The Consortium agrees to encourage the development and training of employees in the following manner:

31.1.1. Allow for time schedule adjustments which facilitate the employees' educational advancement, at the discretion of the Executive Director.

31.1.2. Provide a diversified program of in-service training for all employees.

31.2. The Consortium shall schedule Professional Development (PD) days that are relevant and tailored to the needs of educators and support staff. The Consortium shall collaborate with staff to design PD offerings that align with instructional needs. The Consortium shall consider differentiated tracks based on job responsibilities and instructional roles when offering PD.

Programs will decide the agenda for at least one (1) of the professional development days per school year, the Program Director shall determine the agenda after collaboration with educators in the program.

The Consortium shall conduct annual staff surveys to assess the effectiveness of PD offerings and adjust future sessions accordingly. The Union's designees and administration shall meet once, upon request by the Union, to annually to review the structure of PD days and propose improvements based on educator feedback.

32. INFORMATION AT THE SCHOOL LEVEL

32.1. All circulars involving Consortium employees shall be made available to employees at each Program site where they work.

33. CALENDAR OF THE SCHOOL YEAR AND RESPONSIBILITIES

33.1. **LENGTH OF THE SCHOOL YEAR:** The length of the school year for employees (other than new employees who may be required to attend orientation meetings) shall normally begin on the Monday before Labor Day, and end on the last day of school for students, with the Friday before Labor Day scheduled as a non-work day. The last day of school shall be a half-day for students, and a full-day of work for employees.

33.1.1. The normal term shall be one hundred and eighty-five (185) days. The 185th scheduled day will be devoted to Professional Development (PD). With six (6) months' notice to the Federation, the Consortium has the option to divide the 185th day into four (4) equal parts, and schedule four (4) after school meetings of one hundred and five (105) minutes solely for the purpose of PD.

33.1.2. Additionally, with six (6) months' notice to the Federation, the Consortium has the option to divide the 184th day into four (4) equal parts to schedule additional after school PD meetings, or to divide the 184th day into a half day PD day and two (2) additional after school PD meetings.

- 33.1.3. The work day for Unit B Specialists shall be seven (7) hours. The work year for Specialists shall be one hundred and eighty-five (185) days. Additional work days beyond the 185 day work year shall be scheduled and worked based upon the needs of the Program as determined by the Program Director, and paid at the employee's per diem hourly rate of pay. Specialists shall be required to submit timesheets to the Business Office for all days and/or hours worked beyond their one-hundred and eighty five (185) day work year.
- 33.2. **CLOSING OF SCHOOLS:** Whenever schools are closed in a participating community, the Consortium Program in that community will also be closed. NEC may also close schools due to weather conditions even if not all communities have closed. In the event of a delayed opening in a community where the Consortium Program is located, employees are expected to report to work at their normally scheduled times. Should an Employee be delayed due to inclement weather, the Employee shall immediately call the building administrator.
- 33.3. **WORK SCHEDULES:** The basic work schedule for full-time Unit A Employees shall be seven (7) hours per day or thirty-five (35) hours per week. The basic work schedule for full-time Unit B Employees, excluding Specialists, shall be six and one-half (6 ½) hours per day or thirty-two and one-half (32 ½) hours per week. The basic work schedule for Specialists shall be seven (7) hours per day or thirty-five (35) hours per week. Employees may be asked to attend two (2) evening parent meetings per year. These meetings shall normally be scheduled at the beginning of the school year and employees shall receive notice of the meetings in advance. The Consortium agrees to negotiate the schedule for all new school programs with the Federation.
- 33.3.1. Northshore Consortium shall pay Unit A employees forty (\$40) per hour for extra professional time beyond their regularly scheduled time; twenty-five (\$25) per hour for training; and twenty (\$20) per hour for packing, moving and room set-up with prior approval of the building principal.
- 33.3.2. Unit A staff are expected to stay for no more than one (1) professional meeting a month. Professional meetings shall last no longer than one (1) hour. These meetings shall be scheduled at the beginning of the school year and shared with employees at the start of the school year. IF a meeting dated needs to change, Unit A staff will be provided at least two (2) weeks notice.
- 33.4. **EXTENDED SCHOOL YEAR (ESY) PROGRAMS**
- 33.4.1. If the Consortium operates ESY Programs for students during the summer months when school is normally not in session, all openings will be offered first to qualified members of the bargaining units covered by this agreement.
- 33.4.2. All employees who participate in ESY Programs shall be paid by-weekly beginning with the start of the program.
- 33.4.3. Bargaining unit employees who are scheduled to work the ESY program for at least twenty (20) days shall be provided with one (1) paid sick day if necessary. ESY sick days are distinct from school year sick leave accrual, and unused ESY sick days shall not roll over.

33.4.4. COMPENSATION FOR ESY PROGRAMS SHALL BE AS FOLLOWS:

- 33.4.4.1. **PARAPROFESSIONAL:** Paraprofessionals who work ESY programs shall be paid at their regular hourly rate or the hourly rate for their ESY position; whichever is greater. Unit B staff who assume ESY teacher roles shall be paid at \$40/hour for work in ESY programs.
- 33.4.4.2. **CERTIFIED MEDICAL PROFESSIONAL:** Certified Medical Professionals who have been employed with NEC for 1-4 school years shall be paid \$32/hour for work in ESY programs. Certified Medical Professionals who have been employed with NEC for 5 or more school years shall be paid \$37/hour for work in ESY programs.
- 33.4.4.3. **REGISTERED NURSE:** Registered Nurses who have been employed with NEC for 1- 4 school years shall be paid \$40/hour for work in ESY programs. Registered Nurses who have been employed for NEC for 5 or more school years shall be paid \$52/hour for work in ESY programs.
- 33.4.4.4. **TEACHER, THERAPIST. OR PROGRAM NURSE:** Teacher Scale employees on a step placement lower than B7 shall be paid \$45/hour for work in ESY programs. Teacher Scale employees on a step placement at or above B7 shall be paid \$55/hour for work in ESY programs.

Position	ESY Hourly Rate
Paraprofessionals	Regular hourly rate, or that of their ESY position, whichever is greater.
Internal Unit B staff assuming summer teaching roles	\$40
CMP Steps 1-4	\$32
CMP Steps 5 and up	\$37
RN Steps 1-4	\$40
RN Steps 5 and up	\$52
Unit A less than B7	\$45
Unit A more than B7	\$55

- 33.4.5. Notwithstanding the provisions of 33.4.1 through 33.4.4 above, any member of Unit A or Unit B hired prior to the ratification of the 2016-2019 Collective Bargaining Agreement who worked on ESY Program(s) and received compensation at the higher rate of pay provided in 33.4.5.1 - 33.4.5.4 above shall be grandfathered, and will continue to receive the higher rate of pay for all hours worked on ESY Programs in the future.

- 33.4.6. **PREPARATION TIME/SET-UP TIME:** An employee who participates in an ESY Program shall be required to work and shall receive compensation for one (1) day of Preparation Time/ Set-Up Time at the applicable rate and based upon the number of hours worked per day in the building where they are employed during the summer months. Compensation for Preparation Time/Set-Up Time shall be paid in the first bi-weekly check for the ESY Program.
- 33.4.7. **TAKE-DOWN TIME:** A Teacher or Therapist who participates in an ESY Program shall be required to work and shall receive compensation for one (1) day of Take-Down Time at the applicable rate and based upon the number of hours worked per day in the building where they are employed during the summer months. TakeDown Time may be used to complete progress reports and shall be scheduled at the discretion of the Teacher/Therapist with compensation paid in the last bi-weekly check for the ESY Program.
- 33.4.8. **ABSENCES:** An employee who is absent during an ESY Program in which they are employed during the summer months shall have an applicable amount of pay for said absence deducted from their bi-weekly pay, except for 1 day of pay as stated in 33.4.4.

34. PERSONNEL FILES

- 34.1. A Personnel File for each employee shall be maintained in the following manner:
 - 34.1.1. No material derogatory to an employee shall be placed in their Personnel File unless the employee is sent a dated copy at the same time. The employee shall have the right to submit a response to this statement, a copy of which shall be enclosed in the file.
 - 34.1.2. Any employee of the Consortium may be permitted, by appointment, to inspect the contents of their Personnel File and comment on anything in that file, and to make copies of such contents as concerns their work and themselves at a cost of ten cents (\$.10) per page.
 - 34.1.3. Official grievances filed by any employee under the Grievance Procedure as outlined in Article VII of this Agreement shall not be placed in an employee's Personnel File; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

35. PROTOCOL

- 35.1. Employees are expected to conduct themselves in a professional manner at all times.
- 35.2. Adherence to individual school rules and regulations is expected. Staff working in a Public School should introduce themselves to the building principal the first day of school, and request from them information or any special rules or regulations. The building principal should be informed of any special considerations regarding the Consortium class or individual students (e.g. classroom hours for individual students) if other than the normal school day.
- 35.3. Professional attire suitable to the work environment is expected of all staff.

36. **DAMAGED PROPERTY** The Consortium agrees to pay up to fifty dollars (\$50) per incident for the repair/replacement of personal items damaged or destroyed by students. The Consortium also agrees to pay up to one hundred and fifty dollars (\$150) for medical devices (e.g. eyeglasses) so damaged or destroyed in any extraordinary situations as reasonably determined by the Executive Director.
37. **DUTY-FREE LUNCH** All full-time staff members shall be provided with a thirty (30) minute duty-free lunch.
38. **PARAPROFESSIONAL TO TEACHER PIPELINE**

The Employer shall create and maintain a Paraprofessional to Teacher program to support bargaining unit members in the pursuit of positions as certified educators:

- 38.1. The Employer will annually provide employees with information related to state sponsored tuition reimbursement programs for paraprofessionals seeking to become educators. The Employer may also provide employees with additional resources to obtain tuition support.
- 38.2. The employer shall provide up to one (1) MTEL preparation course per year open to bargaining unit members at no cost if there is interest from employees as determined by the Union.
- 38.3. The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular job.
- 38.4. Bargaining Unit members with a minimum of five (5) years of service who obtain the qualifications necessary for a certified teaching position shall be given preference in the hiring process for vacant teaching positions over outside candidates if the Principal/Executive Director determines that all factors between the two candidates are equal.
- 38.5. Bargaining Unit members may request a one (1) year, unpaid leave of absence in order to pursue their teaching certification. Such leave shall not impact their seniority within the unit if they return at the end of the approved leave of absence.
- 38.6. Bargaining Unit members who move into a teaching position within the NEC shall maintain their years of service earned during their time as a paraprofessional for the purpose of longevity.
- 38.7. The Consortium shall recognize the years of service of any Unit B employee who applies for, and is hired into, a Unit A position. The Consortium shall place the Unit B employee hired to a Unit A position with at least 50% credit for their full years of service as a Unit B employee.

ARTICLE VII - GRIEVANCE PROCEDURE

39. The purpose of Article VII is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

40. The term "grievance" shall be defined as a complaint by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
41. As used in Article VII, the term "employee" shall mean either an individual employee or a group of employees having the same grievance. The Federation may file a grievance on behalf of an employee. If the Federation is filing on behalf of an employee, that employee shall acknowledge in writing that they has given the Federation the authority to act on the employee's behalf.
42. In addition to individual or group employee grievances, the Federation may initiate and process grievances under the following procedure, acting in the place of the employee(s).
43. Nothing contained herein shall be considered to prevent any person from informally discussing any dispute with their immediate supervisor or processing a grievance, up to, but not including Step Four (4) of the procedure, herein outlined.
44. A written description of the facts which the employee or the Federation is relying upon as the basis of the grievance must be submitted pursuant to the procedure outlined below. A "written description" shall include a concise statement of the facts, the provision(s) of this Agreement which the employee or the Federation alleges has been directly violated, misinterpreted, or inequitably applied, the date(s) when then alleged violation(s) and/or misinterpretation(s) occurred, if applicable, and the relief requested.
45. The time limits in this Article may be extended by mutual agreement.
46. No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below, or the grievance will be considered settled on the basis of the last answer given.
47. On issues of discipline that were imposed by the Executive Director, the Union may file a grievance directly with the Board of Directors. On issues of Consortium-wide policy, the Union may file a grievance directly with the Executive Director.
48. By agreement of the parties, any grievance may be filed directly with the Executive Director and shall next be appealed to the Board of Directors.

STEP ONE: IMMEDIATE SUPERVISOR

49. The aggrieved employee, with or without the Federation Representative, shall submit a written description of the grievance to their immediate supervisor within ten (10) working days following the act or condition, or the reasonable knowledge of such act or condition which is the basis of the grievance. Failure to comply with this ten (10) day written notice requirement will result in a waiver of the employee's right to file a grievance.
50. The employee and/or the Federation Representative, and the immediate supervisor shall confer on the grievance with the view of arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and their representative, if any, shall be given at least a two (2) working day notice of the meeting. At the meeting, the employee may be represented by the Federation Representative. Whenever a grievance is presented to the immediate supervisor by the representative, the immediate supervisor shall give the Federation Representative the opportunity to be present.

51. The immediate supervisor shall meet with the employee and/or the Federation Representative to discuss the grievance within ten (10) working days, after the receipt of the grievance.
52. The immediate supervisor shall communicate their decision to the aggrieved employee and to the Federation Representative who participated in the grievance within ten (10) working days of the meeting.

STEP TWO: EXECUTIVE DIRECTOR

53. If the grievance is not resolved to the satisfaction of the grievant with the immediate supervisor, and the grievant wishes to pursue the matter further, a copy of the statement of the alleged violation(s), misinterpretation(s), or inequitable application(s) and the reasons for not being satisfied with the immediate supervisor's decision, shall be submitted to the Executive Director within seven (7) working days following receipt of the immediate supervisor's decision.
54. The Executive Director shall meet and confer with the grievant and their Federation Representative, if any, within ten (10) working days after receipt of the grievance. The aggrieved employee and their representative, if any, shall be given at least a two (2) working day notice of the meeting, and an opportunity to participate.
55. Notice of the meeting shall also be given to the immediate supervisor who rendered the decision at Step One. The immediate supervisor may be present to state their view.
56. When the employee is not represented by the Federation at this step, the Executive Director shall furnish the Federation with a copy of the appeal from Step One, together with notice of the date of the meeting. In such cases, the Federation may be present at the meeting.
57. The Executive Director shall communicate their decision, in writing, together with the supporting reasons, to the aggrieved employee and the Federation Representative(s) who participated, within ten (10) working days of the meeting.

STEP THREE: BOARD OF DIRECTORS

58. If the grievance is not resolved to the satisfaction of the grievant with the Executive Director, and the grievant wishes to pursue the matter further, a copy of the written statement of the alleged violation(s), misinterpretation(s), or inequitable application(s), and the reasons for not being satisfied with the Executive Director's decision shall be submitted to the Chairperson of the Board of Directors and the Executive Director at least seven (7) working days prior to the Board meeting.
59. The Board of Directors will meet and confer with the aggrieved employee and/or the Federation Representative, if any, at the next Board meeting, provided the grievance is received at least seven (7) working days prior to the Board meeting. If not received in the time specified, the grievance will be heard at the following Board meeting.
60. The aggrieved employee and the Federation Representative, if any, will be given at least a two (2) working day notice of the meeting and an opportunity to be heard.
61. When the aggrieved employee is not represented by the Federation at this Step, the Executive Director shall furnish the Federation with a copy of the appeal from Step Two (2) together with the notice of the date of the meeting. In such cases, the Federation may be present.

62. The Board will review the grievance and render its decision at the Board meeting. If the Board is unable to reach a decision at that meeting, due to a need for more information or other circumstances that would prevent a decision from being rendered, a decision will be rendered at the next Board meeting. The Board will communicate its decision, in writing, together with the supporting reasons, to the aggrieved employee and the Federation Representative(s) who participated, within seven (7) working days of the Board meeting.
63. The immediate supervisor and the Executive Director shall also receive a copy of the Board's decision.

STEP FOUR: ARBITRATION

64. If settlement is not reached at Step Three (3), then either party may, by written notice to the other, demand that the written grievance be submitted to arbitration, provided that such notice is given within ten (10) working days after the Board has given its decision at Step Three (3). The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within ten (10) working days after the receipt of such written notice submitting the grievance to arbitration, the matter shall be submitted within ten (10) working days to an arbitrator appointed under the rules of the American Arbitration Association.
65. The arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties. The authority of the arbitrator shall be limited to the question or questions which are submitted.
66. The arbitrator shall have no authority to make any decisions or award retroactive beyond the school year in which the grievance was first filed. For the purposes of this Article, the school year begins on September 1st. However, a grievance that is timely filed after August 30th and before September 10th will be considered filed in the immediate prior school year.
67. The arbitrator's award of monetary damages for which there are not funds, shall be unenforceable.

ARTICLE VIII - SENIORITY

68. There shall be three (3) tiers of seniority: Professional, Certified Medical Professional, and Paraprofessional/Specialist. Seniority in each tier shall be defined as the length of service as an employee of the Northshore Education Consortium in the respective tier of service. Periods of service divided by a break due to resignation, or employment outside of the bargaining units shall not be added together to determine seniority.
69. Part-time employees shall earn one-half (1/2) year of seniority for each year of employment with the Consortium. For the purposes of this Article, "part-time" shall be defined as less than fifty percent (50%) of an equivalent full-time salary.
70. Employees who are in positions requiring a license from the Massachusetts Department of Elementary and Secondary Education (DESE), who do not hold any DESE license, shall not accrue seniority. Such employees who subsequently earn a DESE license shall be credited back with one-half (1/2) the seniority they would have earned had they held the license.

71. The Board shall prepare a seniority list which indicates the employee's date of hire and seniority date in each tier. The Federation shall be supplied, upon request, with this list in October, which shall be kept current.
72. In the event of a tie in the length of service, the Board shall determine seniority by considering such matters as the following: advanced degree, additional coursework, professional development, certification, total years teaching and overall job performance. The decision of the Board shall not be subject to the grievance and/or arbitration procedure.

ARTICLE IX - REDUCTION IN FORCE

73. Decline in student enrollments, economic cause, and/or programmatic reasons, may necessitate a reduction in the number of positions occupied by employees in the bargaining unit(s). The Executive Director shall decide the number of employees in each discipline and program to reduce.
74. For purposes of Article IX, discipline categories shall include: Teacher, Teacher of the Visually Impaired, Teacher of the Hearing Impaired, Speech Therapist, Speech and Language Assistant, Physical Therapist, Physical Therapy Assistant, Occupational Therapist, Certified Occupational Therapy Assistant, Mobility Instructor, Specialist, Paraprofessional, Social Worker, Classroom and Float Nurse, Program Nurse, Counselor, Recreation/Adaptive Physical Education Specialist, Curriculum and Instruction Coordinator, Behavior Support Coordinator, Case Manager, and Home Trainer. The discipline categories are subject to change based upon changes in the Consortium Programs.
75. For the purposes of Article IX, Programs shall be defined as: Kevin O'Grady School (KOG), Northshore Academy Lower (NSAL), Northshore Academy Upper School (NSAU) School, Recovery High School, Topsfield Vocational Academy/STEP and the Transition Programs: Embark and Soar. The Programs are subject to change based upon changes in the Consortium's service(s) and/or location(s).
76. For the purposes of Section 77 below, the following definitions shall apply:
 - 76.1. A "position" is defined as a specific discipline within a specific program.
 - 76.2. All disciplines except Teachers and Paraprofessionals shall have "full bumping rights". Teachers and Paraprofessionals shall have "partial bumping rights".
 - 76.3. To "bump" means an employee is assigned to a new program or discipline if they have greater seniority (for non-teacher employees) in the tier of the new discipline than anyone else in the new program or discipline, or is a teacher with greater seniority and is equally qualified per 77.2 - 77.5 below.
 - 76.4. "Same or similar position" for the purpose of this article as it relates to teachers shall mean any position within the particular discipline in which the teacher is employed at the time of the layoff.
 - 76.5. "Qualified" for purposes of this article as it relates to teachers shall mean that the more senior employee has on file with the Executive Director prior to the finalization of the Seniority List, their evidence of licensure required pursuant to Chapter 71, Section 38G of the Massachusetts General Laws and in determining the relative qualifications of two teachers under this article, the primary factors shall be as follows: (1) the best interests of

the students and (2) indicators of job performance, including each teacher's overall rating on their most recent summative evaluation report, as generated per the Evaluation System negotiated by the parties, except that no distinction shall be made between the overall performance ratings of proficient and exemplary. When such factors are equal, preference for retention shall be given to the teacher with the greater seniority.

- 76.6. "Seniority List" for purposes of this article shall mean a list specifying the order of seniority of each professional employee. The seniority list shall include the areas in which a professional employee is licensed (if appropriate), and said list shall be prepared by the Committee and the Association. The Association shall promulgate the seniority list to each professional employee within ten (10) calendar days after receipt of said list from the Committee.
- 76.7. Teachers with less than three (3) consecutive years with Northshore Education Consortium shall be laid off prior to any teacher with more than three consecutive years at Northshore Education Consortium.
77. Before any specific reductions in force are announced, the Consortium shall meet with the Federation to discuss how such reductions shall be effectuated within the following rules:
 - 77.1. Employee(s) shall be laid off by discipline within each department, according to seniority at that tier in reverse order of length of service within the Consortium.
 - 77.2. Teachers will be considered for layoff by discipline in reverse order of seniority. Seniority shall be determined by the initial date of hire. If two or more teachers have the same date of hire, they will be placed on a seniority list by lot.
 - 77.3. No such teacher shall be displaced by a more senior teacher unless the more senior teacher is currently licensed through the Massachusetts Department of Elementary and Secondary Education and is at least as qualified (as defined in 76.5 above) for the position as the junior teacher holding the position.
 - 77.4. An employee with full bumping rights shall be laid off strictly by discipline, regardless of the department.
 - 77.5. An employee with full bumping rights slated for reduction shall bump into another discipline (with appropriate licensure if needed) within the same program.
 - 77.6. An employee with partial bumping rights slated for reduction shall bump into another position (with appropriate licensure if needed) if, by the effective date of the reduction, the employee will have two (2) or more years of seniority and someone with less than one (1) year of seniority will be available to be bumped.
 - 77.7. An employee with partial bumping rights slated for reduction may "fall back" into a previous position if the employee worked in that position within the last three (3) years and did not receive an unsatisfactory evaluation in their last year in that position.
 - 77.8. An employee with partial bumping rights slated for reduction shall bump into a different program if they worked for at least five (5) years in the same program within the Consortium, or similar program outside the Consortium.

- 77.9. Any employee slated for reduction shall be permitted to apply for bumping into another position (with appropriate licensure if needed). Such employee shall be granted an interview. If the employee is not granted the position, the employee shall be permitted to discuss the issue, and with the Executive Director with the union representation if desired. The decision to allow bumping in this situation (Section 77.6) shall not be subject to the grievance and/or arbitration procedure.
78. A less senior employee who would otherwise be laid off according to the above procedure may be retained over the next more senior employee if that more senior employee has had an unsatisfactory evaluation within the previous twelve (12) months and has not since shown satisfactory improvement.
79. Any employee who is reassigned because of the bumping in Section 77 above shall be, in the year re-assigned, assigned a mentor and be evaluated, if either the Consortium or the employee so desires.
80. **RECALL RIGHTS:** Any employee(s) released as a result of action taken under this Article shall be eligible for recall under the following conditions:
 - 80.1. The Consortium shall maintain a complete list of all laid off employees.
 - 80.2. Laid off employees shall be responsible for promptly notifying the Consortium of any changes in their names, addresses, and/or availability for work. In the event of a recall, the Consortium shall send a certified letter to the most recent address of record of the former employee.
 - 80.3. Failure of the employee to respond to an offer of employment for an equivalent position within five (5) working days during the months of July and August, and ten (10) working days during the rest of the school year of receipt of the offer, shall constitute a rejection.
 - 80.4. Persons who were employed by the Consortium who have been laid off pursuant to this Article shall be placed on a recall list for fifteen (15) months following the effective date of the layoff.
 - 80.5. Provided that the Teacher is still on the recall list in accordance with the procedures set forth below, the most senior employee on the recall list who is certified for the vacant position shall be appointed to that vacancy, unless the Executive Director believes and demonstrates that such employee(s), notwithstanding certification is unqualified for the vacant position.
 - 80.6. Any employee recalled, shall, upon return to the Consortium, be entitled to all seniority and sick leave accumulation that they held at the time of the layoff, and shall be placed on salary schedule if they had worked at least ninety (90) days during the year of the layoff. An employee may be removed from the recall list for the following reason(s):
 - 80.6.1. Exhaustion of the fifteen (15) month time period set forth above.
 - 80.6.2. Failure to accept an offer of employment for an equivalent salary.
 - 80.6.3. At the employee's request.

ARTICLE X - ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

81. GENERAL PROVISIONS

- 81.1. For the purposes of this Article, seniority shall be defined as Consortium-wide seniority.
- 81.2. Employees shall not be required to accept assignments or transfers for which they are not certified and/or licensed as required by law (unless a waiver for such certification or license can be obtained) and/or qualified.
- 81.3. Current Consortium employees will be given priority over non-Consortium employees if they are appropriately certified and/or licensed as required by law (unless a waiver for such certification can be obtained) and qualified with respect to the assignments and transfers.

82. ASSIGNMENTS

- 82.1. **ASSIGNMENTS:** While student groupings and the assignments to positions are based upon multi-year looping, in programs and schools where appropriate, changes may need to occur due to the best interests of the students/student referrals. Current employees qualified by certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained), experience, or demonstrated skills shall be given preference for assignments to positions over new employees (employees hired from outside the bargaining unit).
- 82.2. The Consortium administration shall make assignments to positions based upon the following factors:
 - 82.2.1. Appropriate certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained) to meet student needs.
 - 82.2.2. Appropriate experience, or demonstrated skills to meet student needs.
 - 82.2.3. Good standing of the employee based upon the Overall Performance Rating in their last three (3) Performance Evaluation cycles. For the purposes of this Article an Overall Performance Rating of "Proficient" or better shall be considered equivalent.
 - 82.2.4. Seniority as defined in Article VIII.
 - 82.2.5. Teacher and Therapist input shall be considered in terms of best student groupings.
- 82.3. Each school year the Consortium administration shall provide employees a list of tentative student groupings and assignments for the subsequent school year, no later than the end of the school year, with the understanding that changes in student groupings may take place over the summer months based on referrals and discharges. An employee may submit an Assignment Request Form mutually agreed upon by the parties, by April 30th indicating if the employee desires a change of assignment for the subsequent school year. An employee shall be notified of any changes in student groupings that affect their assignment, as soon as possible, and no later than ten (10) days prior to the start of school.

82.4. **TEMPORARY ASSIGNMENTS:** Changes to an employee's assignment made after September 1st shall be considered a Temporary Emergency Assignment. A Temporary Emergency Assignment can be made under the following circumstances:

- 82.4.1. A Temporary Emergency Assignment shall not be made in an arbitrary or capricious manner, or for punitive reasons.
- 82.4.2. An employee shall be given the option to remain in their position in subsequent school years.
- 82.4.3. No employee shall be given a Temporary Emergency Assignment in two (2) successive school years.

82.5. Caseloads assignments for Therapists, Nurses, and Certified Medical Professionals (CMPs) shall be made by the Therapy and Nurse Supervisors using the factors identified in 82.2 above. Therapists, Nurses, and CMPs assigned to classrooms will be provided with the names of students to whom they are assigned for the subsequent school year as soon as possible, in writing, and no later than August 1st prior to the start of the school year.

82.6. If the classroom teacher or paraprofessional with three (3) or more years of service to the Consortium is dissolved, the displaced employee(s) will work with the Executive Director to determine the position that is the best match for their certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained), experience, or demonstrated skills, and has a comparable student population using the employee's top three (3) preferences.

82.7. A displaced teacher or paraprofessional may be assigned to a vacant position for educational reasons, provided they possesses the appropriate certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained), experience, or demonstrated skills to meet the student needs.

82.8. Assignments shall not be made in an arbitrary or capricious manner, or for punitive reasons. No Teacher, Therapist, Nurse, Certified Medical Professional, or Paraprofessional shall be assigned to a position if the employee lacks appropriate certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained), experience, or demonstrated skills to meet student needs.

82.9. An employee may not request an assignment to a position that is not vacant, however they may apply for all newly created positions or any current positions posted as vacancies, provided they possess the certification/licensure (unless a waiver as required by law for such certification/licensure can be obtained), experience, or demonstrated skills required for the position.

83. **VACANCY**

83.1. A vacancy shall be defined as any position which is not currently filled, such as, but not limited to, expansion of the Consortium programs, the resignation, retirement, or temporary leave of absence of an employee which will last until the end of the school year.

- 83.2. Once an employee gets their preference of a new class grouping and/or caseload, that class grouping and/or caseload, is no longer considered a vacancy.
- 83.3. When a vacancy occurs in a position, a notice of the vacancy shall be posted at all program sites and sent to all current employees and the Federation President via the Consortium's email system. A copy of said notice shall be maintained at the main office at all program sites, which shall be available for all employees to review. The vacancy notice shall also indicate if the position is a permanent, interim, temporary, or substitute position.
- 83.4. Qualifications, requirements, duties, vacancy number, and other pertinent information shall be set forth in the vacancy notice.
- 83.5. Employees may apply for a vacant position by submitting a letter of intent and a copy of their resume to the Executive Director, stating the specific position they are applying for, including the vacancy number. Applications shall be made within the time limit stated by the Executive Director in the vacancy notice. The Executive Director shall provide at least a one (1) week internal notice of a vacancy in any position prior to any external or public posting of such vacancies.
- 83.6. All applications received within the time limit stated in the vacancy notice shall be reviewed.
- 83.7. The decision to fill a vacancy will be based on the judgment of the Board as to what will best serve the interests of students and the Consortium, and shall not be subject to the grievance and/or arbitration procedure.
- 83.8. All promotions to positions in bargaining units covered by this agreement shall be subject to the notice provisions of this Article.

84. TRANSFERS

- 84.1. Transfers shall be defined as the movement of an employee from a position in one program to another position in the same program, or a different program.
- 84.2. If certification and/or license were required by law (or the ability to obtain a waiver for said certification and/or license) and qualifications are equal seniority will determine transfers.
- 84.3. No employee shall be transferred to a program for which they are not qualified, or for which they are not certified and/or licensed where required by law (or have the ability to get a waiver for said certification and/or license).
- 84.4. Some transfers of employees are unavoidable.
- 84.5. When transfers are necessary, employees will be notified as soon as practical.
- 84.6. Involuntary transfers shall be made based on the best interests of the Consortium.
- 84.7. An employee desiring to transfer to a vacant position in the same program or a different program shall submit an application to the Executive Director as outlined in Section 83.5 above. Applications for transfers must be made within the time limit stated by the Executive Director in the vacancy notice. Appropriate advance notice of a vacant

position, as outlined in Section 83.5 above, will be given to allow time for an employee to submit an application for a transfer to a vacancy.

84.8. An employee may not request a transfer to a position that is not vacant.

84.9. The provisions of this Article do not apply to an assignment or transfer that takes place within or to a Local Education Authority (LEA).

ARTICLE XI - PERSONNEL EVALUATION

85. EDUCATOR EVALUATION SYSTEM – UNIT A

85.1. **PURPOSE OF THE EDUCATOR EVALUATION:** This Educator Evaluation System is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the regulations, 603 CMR 35.00 et seq. The Executive Director of the Northshore Education Consortium is responsible for the implementation of 603 CMR 35.00. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

85.2. **THE REGULATORY PURPOSES OF EVALUATION ARE:**

- i. To promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
- ii. To provide a record of facts and assessments for personnel decisions;
- iii. To ensure that the Northshore Education Consortium Board of Directors has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels; and
- iv. To assure effective teaching and administrative leadership.

85.3. **DEFINITIONS**

UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE, TERMS SHALL HAVE THE FOLLOWING MEANINGS:

ADMINISTRATOR: shall mean any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09 (1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00: Vocational Technical Education or who is employed in a comparable position in a collaborative, and who is not employed under an individual employment contract.

ARTIFACTS: shall mean products of an educator's work that demonstrate knowledge and skills of the educator with respect to specific performance standards.

BOARD: shall mean the Board of Elementary and Secondary Education or a person duly authorized by the Board.

CASELOAD EDUCATOR: shall mean educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

CATEGORIES OF EVIDENCE: shall mean multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

CLASSROOM TEACHER: shall mean educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

DISTRICT-DETERMINED MEASURES: shall mean measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level Consortium-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and Consortium developed pre and post unit and course assessments, and Capstone Projects.

EDUCATOR(S): shall mean all classroom teacher(s) and caseload educators, unless otherwise noted.

EDUCATOR PLAN: shall mean the growth or improvement actions identified as part of each educator's evaluation. The type of plan is determined by the educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. The duration of the plan shall be determined by the evaluator. An educator plan shall include, but is not limited to, at least one goal related to the improvement of practice, one goal for the improvement of student learning, an action plan with benchmarks for goals established in the Plan, and the Evaluator's final assessment of the Educator's attainment of the goals. All elements of the Educator Plan are subject to the Evaluator's approval. There shall be four types of Educator Plans.

- i. **DEVELOPING EDUCATOR PLAN:** shall mean a plan, developed by the Educator and the Evaluator for one school year or less for an Educator in the first, second, or third year of practice, an Educator with less than three years of service at the Consortium; or, at the discretion of an Evaluator, for an Experienced Educator in a new assignment.
- ii. **SELF-DIRECTED GROWTH PLAN:** shall mean a plan of one or two school years for Experienced Educators who are rated Proficient or Exemplary, developed by the Educator.
- iii. **DIRECTED GROWTH PLAN:** shall mean a plan of at least 60 school days and no more than one school year for Experienced Educators who are in need of improvement, developed by the Educator and the Evaluator.
- iv. **IMPROVEMENT PLAN:** shall mean a plan of at least 45 school days and no more than one school year for Experienced Educators who are rated Unsatisfactory, developed by the Evaluator with goals specific to improving the Educator's Unsatisfactory performance.

DESE: shall mean the Massachusetts Department of Elementary and Secondary Education.

EVALUATION: shall mean the ongoing process of defining goals and identifying, gathering and using information to improve professional performance (the "FORMATIVE EVALUATION" and "FORMATIVE ASSESSMENT") and to assess total job effectiveness and make personnel decisions (the "SUMMATIVE EVALUATION").

EVALUATION CYCLE: shall mean a five-component process that all Educators follow consisting of

1. Self Assessment
2. Goal setting and Educator Plan development
3. Implementation of the plan
4. Formative Assessment/Evaluation
5. Summative Evaluation

EVALUATOR: shall mean any person outside the Bargaining Unit(s) A and B who has been designated in writing by the Executive Director as having responsibility for evaluations. The Primary Evaluator, and Supervising Evaluator (if any), must be licensed as an Educational Administrator by the Massachusetts Department of Elementary and Secondary Education (ESE) pursuant to the requirements of 603 CMR 28.09 7 (a) and 603 CMR 44.00, and must be full-time employees of the Northshore Education Consortium. Each Educator will have one (1) Primary Evaluator at any one time responsible for determining performance ratings. The Executive Director is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. All Evaluators shall follow the Evidence Collection and Reporting requirements outlined in this agreement.

PRIMARY EVALUATOR: shall be the person who determines the Educator's performance ratings and evaluation. The Executive Director shall identify a Primary Evaluator, normally the Program Director, for each program/school at the Northshore Education Consortium. The Primary Evaluator shall assign Supervising Evaluators (if any), and Contributing Evaluators (if any) in a program/school building. The Primary Evaluator shall approve all Educator Plans; and approve all Formative/Summative Assessment/Evaluation reports and ratings for Educators after receiving recommendations from the Supervising Evaluator (if any), and after considering feedback from the Contributing Evaluator (if any). The Primary Evaluator shall review and approve any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall. The Primary Evaluator shall review and approve, and may amend the final Summative Evaluation Report and Ratings. The Primary Evaluator may perform any or all duties ascribed to Supervising Evaluators below.

SUPERVISING EVALUATOR: shall be the person responsible for supervising goal setting and plan development with the Educator; supervising the Educator's progress through Formative Assessment; evaluating the Educator's progress toward attaining goals in the Educator Plan; conducting classroom observations, collecting and analyzing other evidence allowed under state regulations; and providing feedback and support to the Educator. The Supervising Evaluator completes the Formative Assessment/Evaluation Report and, if applicable, recommends Formative Ratings to the Primary Evaluator. The Supervising Evaluator drafts the Summative Evaluation Report and recommends Summative Ratings to the Primary Evaluator. The Supervising Evaluator may be the Primary Evaluator or their designee.

CONTRIBUTING EVALUATOR: shall be a person assigned at the request of the Primary Evaluator or the Educator and will play a support role in the evaluation process. A Contributing Evaluator will normally have expertise in the Educator's subject matter and/or content area. A Contributing Evaluator shall be a person who is a full-time employee of Northshore Education Consortium, and may be a member of Bargaining Unit A. A Contributing Evaluator may conduct classroom observations and provide feedback and support to the Educator strictly regarding subject matter, content area, and/or specialty. A Contributing Evaluator, however, may not draft or complete Formative Assessment/Evaluation or Summative Evaluation reports.

TEACHING STAFF ASSIGNED TO MORE THAN ONE BUILDING Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the Educator is assigned most of the time. The Director of each program in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the Executive Director will determine who the Primary Evaluator will be.

NOTIFICATION/CHANGE OF EVALUATOR(S) The Educator shall be notified in writing of their Primary Evaluator, Supervising Evaluator (if any), and Contributing Evaluator (if any) at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. At any time during the evaluation cycle, the Educator may send a written request to the Executive Director for a different Primary Evaluator, Supervising Evaluator, or Contributing Evaluator. The Executive Director may approve or deny such a request, which shall not be subject to the grievance and arbitration procedure, provided their decision is not arbitrary or capricious.

EXPERIENCED EDUCATOR shall mean an Educator with three (3) or more years of service at the Northshore Education Consortium.

FAMILY shall mean parents, legal guardians, foster parents, or primary caregivers.

FORMATIVE ASSESSMENT shall mean the process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

FORMATIVE EVALUATION: shall mean an evaluation at the end of year one (1) for Educators on a two (2) year Self-Directed Growth plan used to arrive at a rating on progress towards attaining the goals set forth in the plans, performance on performance standards, or both.

GOAL: shall mean a specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to performance standards, Educator practice in relation to indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

IMPACT ON STUDENT LEARNING: shall mean at least the trend in student learning, growth, and achievement and may also include patterns in student learning, growth, and achievement.

MEASURABLE: shall mean that which can be classified or estimated, in relation to a scale, rubric, or standards.

MULTIPLE MEASURES: shall include a combination of classroom, program/school, and Consortium assessments and student growth percentiles where available.

OBSERVATION: shall mean a data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) of any duration by the Evaluator and may include examination of artifacts of practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. All classroom or worksite observations shall be conducted in person, however observations may be recorded using audio/video equipment provided that they are done openly with the knowledge and prior consent of the Educator. Observations recorded using audio/video equipment shall not replace in person observations, and will be used only as a support to aid the Educator in improving their professional practice.

PARTIES: shall mean the parties to this agreement: the Northshore Education Consortium Board of Directors and the Northshore Education Consortium Employee Federation, Local 4293, AFT Massachusetts, AFL-CIO.

PATTERNS: shall mean consistent results from multiple measures.

PERFORMANCE RATING: shall be used to describe the Educator's performance on each performance standard and overall. There shall be four (4) performance ratings:

- i. **EXEMPLARY:** shall mean that the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- ii. **PROFICIENT:** shall mean that the Educator's performance fully and consistently meets the requirements of a standard or overall.
- iii. **NEEDS IMPROVEMENT:** shall mean that the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.
- iv. **UNSATISFACTORY:** shall mean that the Educator's performance on a standard or overall has not significantly improved following a rating of Needs Improvement, or the educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

PERFORMANCE STANDARDS: shall mean the performance standards locally developed pursuant to M.G.L. c.71, § 38 and consistent with, and supplemental to, 603 CMR 35.00.

RATING OF EDUCATOR IMPACT ON STUDENT LEARNING: shall mean a rating of HIGH, MODERATE or LOW based on trends and patterns on state assessment and District-determined measures. The parties will negotiate the process for using state and District-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, after DESE issues direction and guidance on this matter.

RATING OF OVERALL EDUCATOR PERFORMANCE: shall mean the Educator's overall performance rating based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance

Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i. STANDARD 1: Curriculum, Planning and Assessment
- ii. STANDARD 2: Teaching All Students
- iii. STANDARD 3: Family and Community Engagement
- iv. STANDARD 4: Professional Culture
- v. ATTAINMENT OF PROFESSIONAL PRACTICE GOAL(S) vi. ATTAINMENT OF STUDENT LEARNING GOAL(S)

RUBRIC: shall mean a scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i. **STANDARDS:** Describes broad categories of professional practice, including those required in 603 CMR 35.03.
- ii. **INDICATORS:** Describes aspects of each standard, including those required in 603 CMR 35.03.
- iii. **ELEMENTS:** Defines the individual components under each indicator.
- iv. **DESCRIPTORS:** Describes practice at four (4) levels of performance for each element.

STANDARDS AND INDICATORS: shall mean the Standards and Indicators of Effective Teaching Practice, 603 CMR 35.03.

SUMMATIVE EVALUATION: shall mean an evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

TEACHER: shall mean any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.04(3) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00: Vocational Technical Education.

TRENDS: shall be based on at least two (2) years of data.

TRENDS IN STUDENT LEARNING: shall mean at least two (2) years of data from District-determined measures and state assessments used in determining the Educator's rating on impact on student learning

85.4. **EVIDENCE USED IN EVALUATION**

The following categories of evidence shall be used in evaluating each educator.

- 85.4.1. **MULTIPLE MEASURES OF STUDENT LEARNING, GROWTH, AND ACHIEVEMENT, WHICH SHALL INCLUDE:**

- i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.
- ii. At least two (2) District-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects Consortium-wide. These measures may include: portfolios, approved commercial assessments and Consortium-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two (2) years of data is required.
- iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievements are set by the Consortium. The measures set by the Consortium should be based on the Educator's role and responsibility.

85.4.2. JUDGEMENTS BASED ON OBSERVATIONS AND ARTIFACTS OF PRACTICE INCLUDING:

- i. Unannounced observations of practice of any duration.
- ii. Announced observation(s) for Educators in their first year of practice in a program/school at the Consortium, Educators on Improvement Plans, and as determined by the Evaluator.
- iii. Examination of Educator work projects.
- iv. Examination of student work samples.

85.4.3. EVIDENCE RELEVANT TO ONE OR MORE PERFORMANCE STANDARDS INCLUDING BUT NOT LIMITED TO:

- i. Evidence compiled and presented by the Educator, including:
 - a. Evidence of fulfillment of professional responsibilities and growth such as self- assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture.
 - b. Evidence of active outreach to and engagement with families
- ii. Evidence of progress towards professional practice goals.
- iii. Evidence of progress towards student learning outcome goals
- iv. Student and Staff Feedback – see 85.22 and 85.23, below, and
- v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Executive Director.

85.4.4. RECORD OF EVALUATION AND ARTIFACTS OF PROFESSIONAL PRACTICE

- i. **RECORD OF EVALUATION:** The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process the parties agree that each Educator shall have a Record of Evaluation maintained as part of their teacher files/personnel folder, pursuant to Article VI - Working Conditions, Section 34.1.1 All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c). Each Educator's Record of Evaluation shall consist of four (4) parts:
 - a. All forms and documents used or contained in the evaluation process
 - b. Evaluator-supplied evidence
 - c. Educator-supplied evidence
 - d. Standard forms shall include all relevant forms in Appendix E (or the equivalent in the TeachPoint System). The other components are described below.
- ii. **ROLE OF THE RECORD OF EVALUATION IN ANNUAL REPORTS:** Formative or Summative Evaluation Reports shall rely on evidence previously entered into the Record of Evaluation according to the protocols below.
- iii. **EVALUATOR SUPPLIED EVIDENCE**
 - a. **Use of Evidence Log:** Any Evaluator who collects evidence shall maintain an Evidence Log for each Educator under their supervision using the Evaluator Record of Evidence Form in Appendix E (or the equivalent in the TeachPoint System). The Log shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals. A Log entry may include attachments. Any time an Evaluator makes an entry into the Log, the Educator will receive a copy of the Log entry and any relevant attachments.
 - b. **Evidence Collection and Recordkeeping Protocols:** Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations according to the following protocols.
 - c. **Observation Process:** Evidence collected from classroom observations shall be documented using the Observation Evidence Collection Tool in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. The Evaluator shall characterize an observation that generally demonstrates proficient or better practice on the Observation Evidence Collection Tool, and in the Evidence Log as either "*Proficient*" or "*Exemplary*". In

these cases, the Evaluator shall have seven (7) school days to enter evidence and feedback from the observation on the Observation Evidence Collection Tool, and in the Evidence Log, although the Educator may agree to extend this timeline to ten (10) school days. Feedback from "*Proficient*" or "*Exemplary*" observations need only indicate one (1) of these descriptive statements but may include more detail.

1. In the case of an observation that raises questions or concerns, the Evaluator shall request an In-person Conference with the Educator within two (2) school days of the observation by sending the Educator a written or electronic note. Following this request, the Educator and Evaluator shall meet as soon as possible. The Evaluator shall not include any evidence or feedback from the observation on the Observation Evidence Collection Tool or in the Evidence Log until after the In-person Conference is held. Following them the Evaluator shall have an additional two (2) school days to enter the evidence and/or feedback from the observation on the Observation Evidence Collection Tool or in the Evidence Log. If the meeting allays the Evaluator's concerns, the Evaluator shall characterize the observation as either "*Proficient*" or "*Exemplary*" consistent with the above paragraph.
2. If the Evaluator still has concerns after meeting with the Educator, the Evaluator shall characterize the observation on the Observation Evidence Collection Tool and in the Evidence Log as either "*Needs Improvement*" or "*Unsatisfactory*" and the Evaluator shall clearly communicate their concerns to the Educator in writing. This feedback shall address:
 - The specific standard(s) and/or indicator(s) in question;
 - The supporting evidence for the Evaluator's concern(s); Suggested actions for correcting the problem(s); and
 - The supports and resources available to the Educator.

d. Other Sources of Evidence

1. Evidence collected from sources other than classroom observations or Educator- Supplied Evidence shall be documented using the Artifact Cover Page in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. The Evaluator shall characterize entries on the Artifact Cover Page and in Evidence Log as either "*Exemplary*", "*Proficient*", "*Needs Improvement*" or

"Unsatisfactory", with the appropriate feedback accompanying each entry as outlined in paragraph (c)2 above. Such evidence may be collected and documented at any time, provided that the Evaluator holds an InPerson Conference with the Educator to share and discuss an entry which raises questions or concerns before it is formally entered into TeachPoint, thus giving the Educator an opportunity to address the evidence and dispel the concerns.

2. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E (or the equivalent in the TeachPoint System) to submit comments and/or additional information they believes relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the date received and by affixing their signature to the evidence collected. Dates and signatures shall be accomplished electronically using the TeachPoint System.

iv. **EDUCATOR SUPPLIED EVIDENCE**

- a. Every Educator shall have the right to compile and present any evidence or information that relates to their performance against the standards and/or progress toward plan goals. The Educator may share any or all compiled evidence/information with their Evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's Record of Evaluation using the Educator Collection of Evidence Form in Appendix E (or the equivalent in the TeachPoint System). The Primary Evaluator shall acknowledge receipt of said contents by writing the date received and by affixing their signature to the evidence collected. The Educator shall be responsible for the scanning and uploading Educator-Supplied Evidence into TeachPoint. Dates and signatures shall be accomplished electronically using the TeachPoint System.
- b. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E (or the equivalent in the TeachPoint System) to submit comments and/or additional information they believe relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the date received and by affixing their signature to the evidence collected. Dates and signatures shall be accomplished electronically using the TeachPoint System.

85.5. **RUBRIC/FORMS:** The rubrics are a scoring tool used for the Educator's self-assessment, the Formative Assessment, the Formative Evaluation and the Summative Evaluation. The parties agree to use the performance rubrics, forms, and documents included in this agreement (or the equivalent in the TeachPoint System) and attached hereto incorporated herein by reference as follows: Appendix E - Forms; Appendix F - Teacher Rubric; and Appendix G - SISP Rubric. The Teacher Rubric in Appendix F shall be used to evaluate an employee who works as a classroom teacher, a special education teacher, or a reading specialist. The SISP Rubric in Appendix G shall be used to evaluate an employee who works as a Counselor, Librarian, Nurse, Speech Language Pathologist, Physical Therapist, or Occupational Therapist.

85.6. **EVALUATION CYCLE: ANNUAL ORIENTATION** At the start of each school year, the Executive Director, Program Director, or designee shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation and the TeachPoint System. The Executive Director, Program Director or designee shall

- i. Provide an overview of the evaluation process, including goal setting and the Educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms (or equivalent in the TeachPoint System) used by the Consortium. These may be electronically provided.
- iii. Provide all Educators with training on how to use the TeachPoint System including but not limited to instruction on how to scan and upload evidence.
- iv. The Faculty meeting may be digitally recorded to facilitate orientation of educators hired after the beginning of the school year.
- v. The parties agree that all training should be designed to make evaluations as consistent, reliable, equitable as possible across programs, grades, subjects, and assignments.

85.7. EVALUATION CYCLE: SELF-ASSESSMENT

85.7.1. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four (4) weeks of the start of their employment at the school. The Educator's self-assessment shall be completed using the Self-assessment form in Appendix E (or the equivalent in the TeachPoint system). The Self-Assessment includes:

- a. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- b. An assessment of practice against each of the four (4) Performance Standards of effective practice using the Consortium's rubric.
- c. Proposed goals to pursue:
 1. At least one (1) goal directly related to improving the Educator's own professional practice.
 2. At least one (1) goal directly related to improving student learning.

85.7.2. PROPOSING THE GOALS

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet

- with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator by October 1st (or within four (4) weeks of the Educator's first day of employment if the Educator begins after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include the induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Experienced Educators and ratings of Proficient or Exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Experienced Educators and ratings of Needs Improvement or Unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
- vi. An Educator's proposed and final goals shall be documented using the Goal Setting Form in Appendix E (or the equivalent in the TeachPoint System).

85.8. EVALUATION CYCLE: GOAL SETTING AND DEVELOPMENT OF THE EDUCATOR PLAN

- 85.8.1. Every Educator has an Educator Plan that includes, but is not limited to, one (1) goal related to the improvement of practice; one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 85.15 - 85.19 for more on Educator Plans.
- 85.8.2. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter.
- 85.8.3. Proposed goals shall be in the form of SMART Goals, and must align with program/school and Consortium goals. Guidance for setting SMART Goals is attached hereto as part of Appendix H - Setting SMART Goals.
- 85.8.4. Educator Plan Development meetings shall be conducted as follows:

- i. Educators in the same program/school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- ii. For those Educators new to the program/school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six (6) weeks of the start of their assignment in that program/school.
- iii. The Evaluator shall meet individually with Experienced Educators and ratings of Needs Improvement or Unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

85.8.5. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan. All Educator Plans shall be documented using the Educator Plan Form in Appendix E (or the equivalent in the TeachPoint System).

85.9. EVALUATION CYCLE: OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS EDUCATORS IN FIRST, SECOND, OR THIRD YEAR OF PRACTICE

- 85.9.1. In the first year of practice or first year assigned to a program/school at the Consortium: i. The Educator shall have at least one announced observation during the school year using the protocol described in section 85.11.2 below. ii. The Educator shall have at least four (4) unannounced observations during the school year.
- 85.9.2. 85.9.2. In their second and third years of practice or second and third years as an Educator in a program/school at the Consortium the Educator shall have at least three (3) unannounced observations during the school year.

85.10. EVALUATION CYCLE: OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS EXPERIENCED TEACHERS

- 85.10.1. The educator whose overall rating is Proficient or Exemplary must have at least one (1) unannounced observation during the evaluation cycle.
- 85.10.2. The Educator whose overall rating is Needs Improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations.
- 85.10.3. The Educator whose overall rating is Unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one (1) year, shall there be fewer than one announced and four (4) unannounced observations. For

Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations.

85.11. **EVALUATION CYCLE: OBSERVATIONS** The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. All evidence from observations shall be collected and documented using the Observation Evidence Collection Tool in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. The Evaluator shall document all observations using the TeachPoint System, and shall be responsible for scanning and uploading evidence collected during observations into TeachPoint.

85.11.1. **UNANNOUNCED OBSERVATIONS**

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, Program Director, or Executive Director.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, using the TeachPoint System, placed in the Educator's mailbox or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be Unsatisfactory or Needs Improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

85.11.2. **ANNOUNCED OBSERVATIONS**

- i. All Educators in their first year in a program/school at the Consortium, Experienced Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Announced Observation.
- ii. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- iii. Within 5 school days of the scheduled observation, upon request of either the Evaluator or the Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
- iv. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- v. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- vi. Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post - observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- vii. The Evaluator shall provide the Educator with written feedback within five (5) school days of the post- observation conference. For any standard where the Educator's practice was found to be Unsatisfactory or Needs Improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment.
 - b. Describe actions the Educator should take to improve their performance.
 - c. Identify support and/or resources the Educator may use in their improvement.
 - d. State that the Educator is responsible for addressing the need for improvement.

85.12. EVALUATION CYCLE: FORMATIVE ASSESSMENT

- 85.12.1. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- 85.12.2. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid -cycle when a Formative Assessment report is completed. For an Educator on a two (2) year SelfDirected Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one (1). See section 85.12.3, below.
- 85.12.3. The Formative Assessment shall be documented using the Formative Assessment Report Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. The Formative Assessment report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both. Reports that give an overall rating of Needs Improvement or Unsatisfactory must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference, and for which the Evaluator has provided appropriate feedback.
- 85.12.4. No less than two (2) weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards. All Educator- Supplied

Evidence will be documented using the Educator Collection of Evidence Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log.

- 85.12.5. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- 85.12.6. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face- to-face, by email, using the TeachPoint System, or to the Educator's school mailbox or home. Delivery and signatures for the Formative Assessment report shall be completed electronically using the TeachPoint System.
- 85.12.7. The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report using the Educator Response Form in Appendix E (or the equivalent in the TeachPoint System).
- 85.12.8. The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. Educator signatures shall be completed electronically using the TeachPoint System.
- 85.12.9. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - i. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
 - ii. No Educator previously rated as Proficient or Exemplary overall may have their overall rating lowered unless the Supervising or Primary Evaluator have first noted at least three (3) classroom observations in Record of Evaluation during the current evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback.

85.13. EVALUATION CYCLE: FORMATIVE EVALUATION FOR TWO YEAR SELF-DIRECTED PLANS ONLY

- 85.13.1. Educators on two (2) year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two (2) year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating. No Educator previously rated Proficient or Exemplary overall may have their overall rating lowered unless the Supervising or Primary Evaluator have first noted at least three (3) classroom observations in the Record of Evaluation during the current evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback.

- 85.13.2.** The Formative Evaluation shall be documented using the Formative Evaluation Report Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. The Formative Evaluation report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both. Reports that give an overall rating of Needs Improvement or Unsatisfactory must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference, and for which the Evaluator has provided appropriate feedback.
- 85.13.3.** No less than two (2) weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards. All Educator-Supplied Evidence will be documented using the Educator Collection of Evidence Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log.
- 85.13.4.** The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email, using the TeachPoint System, or to the Educator's school mailbox or home. Delivery and signatures for the Formative Evaluation report shall be completed electronically using the TeachPoint System.
- 85.13.5.** Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- 85.13.6.** The Educator may reply in writing to the Formative Evaluation report within five (5) school days of receiving the report using the Educator Response Form in Appendix E (or the equivalent in the TeachPoint System).
- 85.13.7.** The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. Educator signatures shall be completed electronically using the TeachPoint System.
- 85.13.8.** As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- 85.13.9.** If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 85.14. EVALUATION CYCLE: SUMMATIVE EVALUATION** The evaluation cycle concludes with a summative evaluation report. The Summative Evaluation shall be

documented using the Summative Evaluation Report Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log. For Educators on a one (1) or two (2) year Educator Plan, the summative report must be written and provided to the educator by May 15th.

- 85.14.1.** The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- i. The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives.
 - ii. For an Educator whose overall performance rating is Exemplary or Proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the Executive Director serves as the Primary Evaluator, the Executive Director's decision on the rating shall not be subject to review.
 - iii. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating. A Summative Evaluation Report that lowers an Educator's overall rating or rating on a particular standard from their previous overall rating or rating on a particular standard, or a report that gives an overall rating of Needs Improvement or Unsatisfactory must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an in-person conference, and for which the Evaluator has provided appropriate feedback.
 - iv. To be rated Proficient overall, the Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment, and the Teaching All Students Standards of Effective Teaching Practice.
- 85.14.2.** No less than four (4) weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards. All Educator-Supplied Evidence will be documented using the Educator Collection of Evidence Form in Appendix E (or the equivalent in the TeachPoint System), and recorded in the Evidence Log.
- 85.14.3.** The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- 85.14.4.** The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email, using the TeachPoint System, or to the Educator's school mailbox or home no later than May 15th. Delivery and signatures for the Summative Evaluation report shall be completed electronically using the TeachPoint System.

- 85.14.5.** The Evaluator shall meet with the Educator rated Needs Improvement or Unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- 85.14.6.** The Evaluator may meet with the Educator rated Proficient or Exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- 85.14.7.** Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.
- 85.14.8.** The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. Educator signatures shall be completed electronically using the TeachPoint System.
 - i. The Educator shall have the right to respond in writing to the Summative Evaluation using the Educator Response Form in Appendix E (or the equivalent in the TeachPoint System), which shall become part of the final Summative Evaluation report.
 - ii. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file, pursuant to Article VI - Working Conditions, Section 34 (and maintained in the TeachPoint System).

85.15. EDUCATOR PLANS: GENERAL Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with Consortium and program/school goals. All Educator Plans shall be documented using the Educator Plan Form in Appendix E (or the equivalent in the TeachPoint System). Delivery of Educator Plans and signatures acknowledging receipt shall be completed electronically using the TeachPoint System.

- 85.15.1.** The Educator Plan shall include, but is not limited to:
 - i. At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;
 - ii. At least one (1) goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the program/school or the Consortium. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- 85.15.2.** It is the Educator's responsibility to attain the goals in the Plan and to participate in any training(s) and professional development provided through the state, the Consortium, or other providers in accordance with the Educator Plan.

85.16. EDUCATOR PLAN: DEVELOPING EDUCATOR PLAN

- 85.16.1.** The Developing Educator Plan is for all Educators in the First, Second, or Third Year of practice, an Educator with less than three (3) years of service at the Consortium; or, at the discretion of the Evaluator, Experienced Educators in new assignments.
- 85.16.2.** The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Developing Plan shall be dismissed or have their overall rating lowered to Needs Improvement or Unsatisfactory during the prescribed plan period.
- 85.16.3.** The Educator shall be evaluated at least annually.

85.17. EDUCATOR PLANS: SELF-DIRECTED GROWTH PLAN

- 85.17.1.** A two (2) year Self-Directed Growth Plan is for those Experienced Educators who have an overall rating of Proficient or Exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one (1) and a summative evaluation report at the end of year two (2).
- 85.17.2.** A one (1) year Self-Directed Growth Plan is for those Experienced Educators who have an overall rating of Proficient or Exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 85.17.3.** The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Self-Directed Growth Plan shall be dismissed or have their overall rating lowered to Needs Improvement or Unsatisfactory during the prescribed plan period.

85.18. EDUCATOR PLANS: DIRECTED GROWTH PLAN A Directed Growth Plan is for those Experienced Educators whose overall rating is Needs Improvement. A Directed Growth Plan shall be no fewer than sixty (60) school days and no more than one (1) school year.

- 85.18.1.** The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- 85.18.2.** The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

- 85.18.3.** For an Educator on a Directed Growth Plan whose overall performance rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- 85.18.4.** For an Educator on a Directed Growth Plan whose overall performance rating is not at least Proficient, the Evaluator will rate the Educator as Unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 85.18.5.** The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Directed Growth Plan shall be dismissed or have their overall rating lowered to Unsatisfactory during the prescribed plan period.

85.19. EDUCATOR PLANS: IMPROVEMENT PLAN

- 85.19.1.** An Improvement Plan is for those Experienced Educators whose overall rating is Unsatisfactory:
 - i. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan of no fewer than forty five (45) school days and no more than one (1) school year. In the case of an Educator receiving a rating of Unsatisfactory near the close of one (1) school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 - ii. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
 - iii. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.
 - iv. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the Consortium.
- 85.19.2.** The Improvement Plan process shall include:
 - i. Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

85.19.3. The Improvement Plan shall:

- i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii. Describe the activities and work products the Educator must complete as a means of improving performance;
- iii. Describe the assistance that the Consortium will make available to the Educator;
- iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v. Detail the timeline for completion of each component of the Plan, including a minimum a midcycle formative assessment report of the relevant standards and indicators;
- vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator, and
- vii. Include the signatures of the Educator and Supervising Evaluator.

85.19.4. A copy of the signed Plan shall be provided to the Educator (and maintained in the TeachPoint System. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. Delivery of an Improvement Plan and signatures acknowledging receipt shall be completed electronically using the TeachPoint System.

85.19.5. The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on an Improvement Plan shall be dismissed during the prescribed plan period.

85.19.6. Decision on the Educator's status at the conclusion of the Improvement Plan.

- i. All determinations below must be made no later than June 1st. One (1) of three (3) decisions must be made at the conclusion of the Improvement Plan:
- ii. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan
- iii. In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- iv. In those cases where the Educator was place on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.
- v. If the Evaluator determines that the Educator's practice remains at a level of Unsatisfactory, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.

85.19.7. TIMELINES (Dates in *italics* are provided as guidance)

Activity:	Completed By:
Executive Director, Program Director or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four (4) weeks before Formative Assessment Report date established by Evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one (1) year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks prior to Summative Evaluation Report date established by Evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <i>Needs Improvement</i> or <i>Unsatisfactory</i>	June 1
Evaluator meets with Educators whose ratings are <i>Proficient</i> or <i>Exemplary</i> at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within five (5) school days of receipt	June 15

85.19.8. **EXPERIENCED EDUCATORS ON TWO (2) YEAR PLANS**

Activity:	Completed by:
Evaluator completes unannounced observation(s)	Any time during the two (2) year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year one (1)
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year one (1)
Evaluator completes Summative Evaluation Report	May 15 of Year two (2)
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year two (2)
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year two (2)

85.19.9. **EDUCATORS ON PLANS OF LESS THAN ONE (1) YEAR** The timeline for Educators on Plans of less than one (1) year will be established in the Educator Plan

85.20. **CAREER ADVANCEMENT**

85.20.1. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of Proficient or Exemplary for at least the previous two (2) years.

85.20.2. Experienced Educators whose summative performance rating is Exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the Consortium through collective bargaining where applicable.

85.21. **RATING IMPACT ON STUDENT LEARNING GROWTH:** DESE will provide model contract language and guidance on rating Educator impact on student learning growth based on state and District-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

85.22. **USING STUDENT FEEDBACK IN EDUCATOR EVALUATION:** DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation . Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

85.23. **USING STAFF FEEDBACK IN EDUCATOR EVALUATION:** DESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

85.24. GENERAL PROVISIONS

- 85.24.1. Only Educators who are licensed may serve as Primary Evaluators of Educators.
- 85.24.2. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that they must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- 85.24.3. The Executive Director shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- 85.24.4. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of Unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Executive Director.
- 85.24.5. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties.
- 85.24.6. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

86. PERSONNEL EVALUATION SYSTEM – UNIT B EMPLOYEES

- 86.1. The Personnel Evaluation System - Unit B Employees (the Unit B - Evaluation System) is designed to provide an employee with feedback regarding their work performance, to enhance professionalism and accountability of staff, and to recognize professional growth. The Unit B Evaluation System will provide each employee with feedback regarding their work performance assessed against agreed upon performance standard(s), and an OVERALL RATING which is not inconsistent with the aggregate ratings on the performance standard(s). The evaluation of Unit B employees shall be the responsibility of the Administration and shall be openly conducted by them with full knowledge of the employee.
- 86.2. **EVALUATORS:** A Program Director shall assign an Evaluator to each employee of Unit B who is normally assigned to work in their Program. An Evaluator must be a full time employee of the Consortium who has day-to-day knowledge of the employee's work performance through direct supervision. An Evaluator may be a Member of Unit A, however an Evaluator shall not be a member of Unit B and the Unit A member would be a contributing evaluator only. An employee shall be notified of their Evaluator at the outset of each new evaluation cycle, and no later than September 15th of each school

- year. Any employee hired on or after September 1st shall be notified of their Evaluator no later than thirty (30) calendar days from their date of hire. Said notification shall be done in writing, and using the Employer's electronic e-mail system.
- 86.3. **NOTIFICATION/CHANGE OF EVALUATOR:** The Evaluator may be changed upon notification in writing to the employee. At any time during the evaluation cycle, an employee may send a written request to the Executive Director for a different Evaluator. The Executive Director may approve or deny such a request, which shall not be subject to the grievance and arbitration procedure, provided their decision is not arbitrary or capricious.
- 86.4. **RECORD OF EVALUATION:** The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each employee of Unit B shall have a Record of Evaluation maintained as part of their Personnel File, pursuant to Article VI - Working Conditions, Section 34. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c). The evaluation of Unit B employees shall be conducted using the UNIT B - EVALUATION FORM attached hereto, and incorporated herein by reference as Appendix I. Each employee's Record of Evaluation shall consist of the UNIT B - Evaluation Form and all other documents used in the evaluation process.
- 86.5. **EVIDENCE COLLECTION:** The evaluation of Unit B employees shall be based upon specific examples of an employee's work performance and other evidence collected during the current evaluation cycle including, but not be limited to observation(s) of classroom performance. An employee shall be provided with copies of all evidence collected that will be used to evaluate their work performance on any of the performance standard(s), at the time said evidence is collected. An employee may respond in writing to any evidence collected that is used to evaluate their work performance. An employee may submit evidence to their Evaluator that they feel is relevant to document their performance on any of the performance standard(s). All evidence collected, and any employee response to said evidence shall become a part of the employee's Record of Evaluation during the current evaluation cycle.
- 86.6. Evidence used for evaluation of Unit B employees shall be collected over a sufficient period of time as to make a valid assessment, and barring a pattern of performance of an egregious nature or where an employee's continued employment impacts the safety of students, staff, or the general public; no employee shall be demoted, disciplined, discharged, reduced in rank or compensation due to the Unit B - Evaluation System, unless they have first been placed on an IMPROVEMENT PLAN for at least forty- five (45) school days, and provided with appropriate feedback to correct the deficiencies in their performance including but not limited to a list of the performance standard(s) in question and any supporting evidence, the suggested actions for correcting the problem(s), and any other supports and resources available to the employee to assist them in improving their performance.
- 86.7. The evaluation process must be flexible enough to provide for differences in the context of an employee's assignment, such as the characteristics of students and/or classroom, class size, and duties performed by the employee. A Program Director will ensure that

annual evaluations are completed for all employee(s) who work in their Program. The evaluation will be completed and presented to an employee, absent circumstances beyond the control of the Employer, no later than June 1st of each school year, or within fifteen (15) calendar days upon completion of an IMPROVEMENT PLAN. No annual evaluation shall be conducted on an employee who is currently on an IMPROVEMENT PLAN as described in Section 88 below.

- 86.8. Annual evaluations for a Unit B employee who regularly works in more than one (1) Program and/or building shall be completed by the Program Director where the employee works a majority of the time. Annual evaluations for a Unit B employee who regularly works in more than one (1) classroom shall be completed by the Evaluator in the classroom where the employee works a majority of the time.
- 86.9. The Evaluator may use the Evaluator's Comments section(s) of the Unit B - Evaluation Form to provide feedback on each of the performance standard(s) rated. An Evaluator's comments shall be based upon specific examples of the employee's work performance, and the Evaluator must provide feedback on each of the performance standard(s) rated "NEEDS IMPROVEMENT" or "UNSATISFACTORY", including but not limited to a list of the performance standard(s) in question and any supporting evidence, the suggested actions for correcting the problem(s), and any other supports and resources available to the employee to assist them in improving their performance.
- 86.10. Upon completion of an evaluation the Evaluator shall sign and date the completed Unit B- Evaluation Form and present a copy to the employee along with copies of any additional evidence collected during the current evaluation cycle. The Unit B - Evaluation Form must be signed by the Evaluator and delivered face-to--face, or placing a copy in a sealed envelope in the employee's mailbox at their work location.
- 86.11. Upon the request of either the Evaluator or the employee, the Evaluator and the employee will meet either before or after completion of an evaluation.
- 86.12. An employee may respond to any part of the evaluation that they believe is incorrect or inaccurate using the Employee Response section of the Unit B - Evaluation Form.
- 86.13. The employee shall sign and date the Unit B - Evaluation Form within five (5) school days of receiving it from their Evaluator . The employee's signature indicates that they have received the evaluation in a timely fashion. The employee's signature does not indicate agreement or disagreement with its contents.

87. PERFORMANCE RATINGS

- 87.1. The Unit B - Evaluation System shall provide feedback for positive performance as well as feedback and assistance for correcting deficiencies in performance.
- 87.2. An Evaluator will assign a rating to an employee on each of the performance standard(s), and an OVERALL RATING which is not inconsistent with the aggregate ratings on the performance standard(s), using the following rating system:

PERFORMANCE RATINGS

EXEMPLARY: Employee's performance consistently and significantly exceeds the requirements of the Standard or Overall.

PROFICIENT: Employee's performance consistently meets the requirements of the Standard or Overall.

NEEDS IMPROVEMENT: Employee's performance is below the requirements of the Standard or Overall, but is not considered UNSATISFACTORY at this time. Improvement on this Standard or Overall is necessary and expected.

UNSATISFACTORY: Employee's performance on a Standard or Overall has not significantly improved following a rating of "NEEDS IMPROVEMENT", or the Employee's performance is consistently below the requirements of a Standard or Overall and is considered inadequate, or both.

88. **FEEDBACK FOR IMPROVEMENT/GENERAL PROVISIONS**

- 88.1. **IMPROVEMENT PLAN:** An employee who receives an OVERALL RATING of "UNSATISFACTORY" on their annual evaluation shall be placed on an Improvement Plan for forty-five (45) school days beginning with the start of the next school year.
- 88.2. An employee placed on an Improvement Plan shall be provided with appropriate feedback to correct the deficiencies in their performance including but not limited to a list of the performance standard(s) in question and any supporting evidence, the suggested actions for correcting the problem(s), and any other supports and resources available to the employee to assist them in improving their performance.
- 88.3. The parties agree that, barring a pattern of performance of an egregious nature or where an employee's continued employment impacts the safety of students, staff, or the general public no employee on an Improvement Plan shall be dismissed during the prescribed plan period.
- 88.4. Upon completion of an Improvement Plan, if the Evaluator determines that the employee is making substantial progress toward proficiency, then the employee shall have their OVERALL RATING changed from "UNSATISFACTORY" to "EXEMPLARY", "PROFICIENT", or "NEEDS IMPROVEMENT". An employee who receives an OVERALL RATING of "PROFICIENT" or higher upon completion of an Improvement Plan shall not receive an annual evaluation during the same school year.
- 88.5. Upon completion of an Improvement Plan, if the Evaluator determines that the employee is not making substantial progress toward proficiency, then the Evaluator may recommend to the Executive Director that the employee be dismissed.
- 88.6. Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

- 89. **EVALUATION JOINT LABOR MANAGEMENT COMMITTEE:** A collaborative effort to further develop the parties' approach to matters related to the Educator Evaluation Model will be met through the efforts of a joint labor management Educator Evaluation Subcommittee. The Subcommittee will work towards a Northshore Educational Consortium specific implementation that respects all related laws of the Commonwealth of Massachusetts and the Massachusetts Department of Elementary and Secondary Education and the specific and unique needs of the Northshore Educational Consortium. The parties agree to convene the Educator Evaluation

Subcommittee during the 2025-2026 school year for the expressed purpose as noted herein. This Evaluation Subcommittee shall have the authority to make recommendations to the Employer and the Union regarding potential changes to the current evaluation language. Any changes to the current evaluation language will be subject to negotiations between the Employer and the Union.

ARTICLE XII - FEDERATION PRIVILEGES AND RESPONSIBILITIES

90. FEDERATION ACTIVITY AT THE SCHOOL LEVEL

- 90.1. **BULLETIN BOARDS:** At least one (1) bulletin board shall be reserved at an accessible place in each school for the use of the Federation for purposes of posting material dealing with proper and legitimate business of the Federation. Bulletin boards shall be made available to the official Federation Representatives and to all Building Representatives.
- 90.2. **MAILBOXES:** The Federation shall be the only labor organization to have the right to place material in the mailboxes of all employees if required by law.
- 90.3. **USE OF CONSORTIUM FACILITIES:** The Federation shall have the ability to use Consortium facilities to hold meetings. A Program site will be available for Federation meetings, after school hours, from September to June for monthly meetings.
- 90.4. **EMPLOYEE ORIENTATION:** The Federation shall be given twenty (20) minutes to address bargaining unit employees during the employee orientation at the beginning of each school year.
- 90.5. **UNION PRESIDENT RELEASE TIME:** The President of the Union shall be permitted, when necessary, relief from their duties for the purpose of attending meetings between the Union and the Consortium and for urgent representation matters involving bargaining unit members, but only with advanced notice and agreement with the Program Director or Executive Director. Such relief shall not be unnecessarily withheld and the agreement process shall not be used to unreasonably delay release time.

91. INFORMATION TO THE FEDERATION

- 91.1. Information required by the Federation to perform its duties under this contract shall be made available by the Board, upon request. Included will be lists of personnel, all vacancies, salary data, enrollment figures, policy statements, and any other information which the parties agree is essential to the proper enforcement of this Agreement.
- 91.2. A list of personnel shall be provided to the Federation upon request, each September.
- 91.3. The Federation President, or their designee, will be entitled to attend all open sessions of the Northshore Education Consortium Board meetings. They will be entitled to purchase copies of the official minutes, at a cost of ten (10) cents (\$.10) per page if no free copies are available. With the permission of the Executive Director, the Federation President, or their designee, will be entitled to attend open sessions of the Northshore Education Consortium subcommittee meetings, as well as release time for other extenuating circumstances. The decision of the Executive Director shall not be subject to the grievance and/or arbitration procedure.

- 91.4. If the Consortium creates a new position, the parties shall meet to discuss the position. If under Chapter 150E, the position is a mandatory subject of bargaining (i.e. not confidential, managerial, or supervisory under the law) the parties shall negotiate according to the law.
- 91.5. In the event the Consortium contracts with other State Agencies (e.g. DMH, DMR) or receives foundation grants to implement a program outside the scope of the school week, the parties shall meet to discuss appropriate staffing and any other issues. If the subjects are appropriate under Chapter 150E, the parties shall negotiate.

92. COPIES OF THE AGREEMENT

- 92.1. The Consortium and the Federation agree that they shall equally share the cost of printing copies of this Agreement.
- 92.2. The Federation will distribute copies of this Agreement to employees in the bargaining units covered by this Agreement, and shall make a copy available to new employees, upon request.

93. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

- 93.1. Nothing contained herein shall be construed to permit a labor organization other than the Federation to appear in any official capacity in the processing of a grievance.
- 93.2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with their immediate supervisor, or processing a grievance on their own behalf in accordance with the Grievance Procedure, as outlined in Article VII.

94. AUTHORIZED DUES DEDUCTIONS

- 94.1. Payroll dues deductions shall be made according to the procedure outlined in the Application for Union Membership Form found in Google Docs.
95. While the Union maintains all rights under the law, the parties agree to the following provisions in order to facilitate compliance with the statute:
- 95.1. At the start of each school year, the Employer shall provide the following contact information, separated by bargaining unit, to the Union in an Excel spreadsheet or another format mutually agreed upon by the Parties:
- Name
 - Job Title
 - Worksite Location
 - Home Address
 - Work Email Address
 - Personal (non-work) E-mail Address
 - Home Phone Number
 - Cellular Phone Number
 - Date of Hire
- 95.2. New Hire Contact Information: The Employer shall notify the Union President and the appropriate Program Representatives of any new hire within the bargaining unit within ten (10) calendar days of the new employee accepting an offer of employment. In the

notice, the Employer shall include the new employee's contact information outlined in provision 95.1.

95.3. New School Year Orientation: Prior to the start of the student school year, a district-wide Union meeting shall be scheduled as part of the new school year orientation. New hires shall attend the Union meeting for no less than thirty (30) minutes.

95.4. New Hire Orientation After the Start of the School Year: The Employer agrees to provide the new employee, without loss of pay, a meeting with the Union for a Union orientation of no less than thirty (30) minutes. The Union President, or a designee, may also join this meeting without loss of pay.

96. Job Descriptions: The Employer shall maintain written job descriptions for each position. Written job descriptions shall be provided upon request from an employee and/or the Union. Thirty (30) calendar days prior to an amended job description going into effect, the Employer shall provide the Union with any updates to the job descriptions, absent an extenuating situation that would necessitate a shorter timeline for posting. In the case of an extenuating situation, the Executive Director would contact the Union President to discuss a revised timeline and the need for the shortened timeline.

97. New Job Titles: All new positions created by the Employer and covered under this Agreement shall be sent to the Union thirty (30) calendar days prior to being posted online in the applicant tracking system, absent an extenuating situation that would necessitate a shorter timeline for posting. In the case of an extenuating situation, the Executive Director would contact the Union President to discuss a revised timeline and the need for the shortened timeline.

98. New Stipends: Should the Executive Director create new stipended roles, a list, including the rate of pay shall be submitted to the Union president for review. If requested, by either the union or Executive Director, the parties shall meet to negotiate the rate of pay. Each Spring, the Union may bring a proposal for new stipend roles to the Employer for consideration and negotiation.

ARTICLE XIII - DISCHARGE AND DISCIPLINE

99. No Unit A member who has worked for the Consortium for three (3) consecutive years shall be dismissed without just cause as enumerated under MGL c. 72 s. 42. Any Unit A member who is a teacher must possess a valid DESE license for the three (3) consecutive years for this section to apply.

100. There shall be a one hundred eighty (180) day probationary period for all Unit B members. A probationary employee may be discharged at any time during the probationary period without cause. A discharge during the probationary period is not subject to the grievance procedure. Upon request, a probationary employee shall be provided with a statement containing the reasons for the discharge.

100.1. After fulfillment of the probationary period, no Unit B member shall be discharged during the school year or dismissed without good cause.

100.2. No Unit B member who has worked for over three (3) consecutive years for the Consortium shall be dismissed or disciplined without just cause.

ARTICLE XIV - CONFIDENTIAL INFORMATION

101. Discussions and written information regarding students should be handled with discretion. All employees are expected to maintain confidentiality of student records and parent information.

ARTICLE XV - RESIGNATION

102. All employees are required to give the Executive Director at least thirty (30) days written notice of their intention to resign. Employees must state the reasons for their resignation in such written notice. Final paychecks will only be mailed to the employee if they have complied with the requirements of this Section, otherwise their final paycheck will be available for pickup at the Business Office.

ARTICLE XVI - NO STRIKE

103. The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation and the employees within the bargaining units covered by this Agreement, both individually and collectively, in consideration of the value of this Agreement and its terms and conditions, and the legislation which engendered it, will not authorize, cause, instigate, sanction, walkout, slow-downs, work to rule or any concerted refusal to perform normal work duties on the part of any employees covered by this Agreement.
104. The Board may Petition the courts for an injunction and seek any other appropriate remedies.
105. The Federation and all of its officers, and representatives will take all possible steps to prevent any of the actions outlined in Section 103, and shall take all possible measures to ensure that such actions cease forthwith.

ARTICLE XVII - SCOPE OF THE AGREEMENT

106. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations and disposes of all issues between the parties. The Federation acknowledges that during the negotiations which resulted in this Agreement, it had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Federation therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Board shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
107. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling, or in any way affect the relations between the parties, unless and until, such agreements or understandings have been reduced to writing and duly executed by both parties. No changes or modifications of this Agreement shall be binding on either the Federation or the Board unless reduced to writing and executed by their respective duly authorized representatives.

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

110. It is understood and specifically agreed that any employee who engages in a work stoppage, strike, walkout, slowdown or work to rule may be disciplined at the option of the Board. This Section shall not be subject to the grievance and/or arbitration procedure, except regarding the issue of whether or not an employee has engaged in an activity prohibited by this Article.

Page 69 of 93

Appendix A: Salary Scales

Teacher, Program Nurses, & Nurse Supervisor

SY 2025-2026 *						
Step	Bachelors	BA + 15	Masters	Masters +15	Masters + 30	Masters +45
2	\$58,400.00	\$60,590.00	\$62,862.13	\$65,219.45	\$67,665.18	\$70,202.63
3	\$60,590.00	\$62,862.13	\$65,219.45	\$67,665.18	\$70,202.63	\$72,835.23
4	\$62,862.13	\$65,219.45	\$67,665.18	\$70,202.63	\$72,835.23	\$75,566.55
5	\$65,219.45	\$67,665.18	\$70,202.63	\$72,835.23	\$75,566.55	\$78,400.29
6	\$67,665.18	\$70,202.63	\$72,835.23	\$75,566.55	\$78,400.29	\$81,340.30
7	\$70,202.63	\$72,835.23	\$75,566.55	\$78,400.29	\$81,340.30	\$84,390.57
8	\$72,835.23	\$75,566.55	\$78,400.29	\$81,340.30	\$84,390.57	\$87,555.21
9	\$75,566.55	\$78,400.29	\$81,340.30	\$84,390.57	\$87,555.21	\$90,838.53
10	\$78,400.29	\$81,340.30	\$84,390.57	\$87,555.21	\$90,838.53	\$94,244.98
11	\$81,340.30	\$84,390.57	\$87,555.21	\$90,838.53	\$94,244.98	\$97,779.16
12	\$84,390.57	\$87,555.21	\$90,838.53	\$94,244.98	\$97,779.16	\$101,445.88
13	\$87,555.21	\$90,838.53	\$94,244.98	\$97,779.16	\$101,445.88	\$105,250.10
14	\$90,838.53	\$94,244.98	\$97,779.16	\$101,445.88	\$105,250.10	\$109,196.98

SY 2026-2027 (3%)							
Step	Bachelors	BA + 15	Masters	Masters +15	Masters + 30	Masters +45	Masters +60/ CAGS/EdS/2 nd MA **
2	\$60,152.00	\$62,407.70	\$64,747.99	\$67,176.04	\$69,695.14	\$72,308.71	\$75,020.28
3	\$62,407.70	\$64,747.99	\$67,176.04	\$69,695.14	\$72,308.71	\$75,020.28	\$77,833.54
4	\$64,747.99	\$67,176.04	\$69,695.14	\$72,308.71	\$75,020.28	\$77,833.54	\$80,752.30
5	\$67,176.04	\$69,695.14	\$72,308.71	\$75,020.28	\$77,833.54	\$80,752.30	\$83,780.51
6	\$69,695.14	\$72,308.71	\$75,020.28	\$77,833.54	\$80,752.30	\$83,780.51	\$86,922.28
7	\$72,308.71	\$75,020.28	\$77,833.54	\$80,752.30	\$83,780.51	\$86,922.28	\$90,181.87
8	\$75,020.28	\$77,833.54	\$80,752.30	\$83,780.51	\$86,922.28	\$90,181.87	\$93,563.69
9	\$77,833.54	\$80,752.30	\$83,780.51	\$86,922.28	\$90,181.87	\$93,563.69	\$97,072.33
10	\$80,752.30	\$83,780.51	\$86,922.28	\$90,181.87	\$93,563.69	\$97,072.33	\$100,712.54
11	\$83,780.51	\$86,922.28	\$90,181.87	\$93,563.69	\$97,072.33	\$100,712.54	\$104,489.26
12	\$86,922.28	\$90,181.87	\$93,563.69	\$97,072.33	\$100,712.54	\$104,489.26	\$108,407.61
13	\$90,181.87	\$93,563.69	\$97,072.33	\$100,712.54	\$104,489.26	\$108,407.61	\$112,472.89
14	\$93,563.69	\$97,072.33	\$100,712.54	\$104,489.26	\$108,407.61	\$112,472.89	\$116,690.63

SY 2027-2028 (3%)							
Step	Bachelors	BA + 15	Masters	Masters +15	Masters + 30	Masters +45	Masters +60/CAGS/EdS/2nd MA
2	\$61,956.56	\$64,279.93	\$66,690.43	\$69,191.32	\$71,785.99	\$74,477.97	\$77,270.89
3	\$64,279.93	\$66,690.43	\$69,191.32	\$71,785.99	\$74,477.97	\$77,270.89	\$80,168.55
4	\$66,690.43	\$69,191.32	\$71,785.99	\$74,477.97	\$77,270.89	\$80,168.55	\$83,174.87
5	\$69,191.32	\$71,785.99	\$74,477.97	\$77,270.89	\$80,168.55	\$83,174.87	\$86,293.93
6	\$71,785.99	\$74,477.97	\$77,270.89	\$80,168.55	\$83,174.87	\$86,293.93	\$89,529.95
7	\$74,477.97	\$77,270.89	\$80,168.55	\$83,174.87	\$86,293.93	\$89,529.95	\$92,887.32
8	\$77,270.89	\$80,168.55	\$83,174.87	\$86,293.93	\$89,529.95	\$92,887.32	\$96,370.60
9	\$80,168.55	\$83,174.87	\$86,293.93	\$89,529.95	\$92,887.32	\$96,370.60	\$99,984.50
10	\$83,174.87	\$86,293.93	\$89,529.95	\$92,887.32	\$96,370.60	\$99,984.50	\$103,733.92
11	\$86,293.93	\$89,529.95	\$92,887.32	\$96,370.60	\$99,984.50	\$103,733.92	\$107,623.94
12	\$89,529.95	\$92,887.32	\$96,370.60	\$99,984.50	\$103,733.92	\$107,623.94	\$111,659.84
13	\$92,887.32	\$96,370.60	\$99,984.50	\$103,733.92	\$107,623.94	\$111,659.84	\$115,847.08
14	\$96,370.60	\$99,984.50	\$103,733.92	\$107,623.94	\$111,659.84	\$115,847.08	\$120,191.34

Registered Nurses (Unit A) & Certified Medical Professionals (Unit B)

	SY 2025-2026 *	SY 2026-2027 3%	SY 2027-2028 3%
Step			
2	\$58,400.00	\$60,152.00	\$61,956.56
3	\$60,590.00	\$62,407.70	\$64,279.93
4	\$62,862.13	\$64,747.99	\$66,690.43
5	\$65,219.45	\$67,176.04	\$69,191.32
6	\$67,665.18	\$69,695.14	\$71,785.99
7	\$70,202.63	\$72,308.71	\$74,477.97
8	\$72,835.23	\$75,020.28	\$77,270.89
9	\$75,566.55	\$77,833.54	\$80,168.55
10	\$78,400.29	\$80,752.30	\$83,174.87
11	\$81,340.30	\$83,780.51	\$86,293.93
12	\$84,390.57	\$86,922.28	\$89,529.95
13	\$87,555.21	\$90,181.87	\$92,887.32
14	\$90,838.53	\$93,563.69	\$96,370.60

* Market adjustment so that starting step in the leftmost lane is \$58,400. Steps 2 through 14 will be adjusted to a 3.75% difference. Lane clarification: Any member with a Master's degree requiring 60 or more credits will be placed in the M-30 column on the salary grid, and anyone with a Master's degree requiring 80 or more credits will be placed in the M-45 column. Difference between the lanes is 3.75%

** Add a Masters + 60 lane that is 3.75% difference with prior lane.

Paraprofessionals/Instructional Assistants

SY 2025-2026	17%		
Step	High School	Associates	Bachelors
2		26.15	27.78
3	25.33	26.47	28.50
4	25.72	26.79	29.23
5	26.10	27.12	29.95
6	26.49	27.45	30.68
7	26.89	27.78	31.40
8	27.28	28.10	32.13
9	27.69	28.43	32.84
10	28.12	28.75	33.57
11	28.96	29.61	34.59

SY 2026- 2027	3.0%		
Step	High School	Associates	Bachelors
2		26.93	28.61
3	26.09	27.26	29.36
4	26.49	27.60	30.10
5	26.89	27.93	30.85
6	27.28	28.27	31.60
7	27.69	28.61	32.34
8	28.10	28.95	33.09
9	28.52	29.28	33.83
10	28.96	29.61	34.57
11	29.83	30.50	35.62

SY 2027- 2028	3.0%		
Step	High School	Associates	Bachelors
2		27.74	29.47
3	26.87	28.08	30.24
4	27.28	28.42	31.01
5	27.69	28.77	31.78
6	28.10	29.12	32.55
7	28.52	29.47	33.32
8	28.95	29.81	34.08
9	29.38	30.16	34.84
10	29.83	30.50	35.61
11	30.72	31.42	36.69

Specialists

**** This scale only applies to employees grandfathered in through the Specialists MOA in Appendix J.**

	SY 2025-2026 (17%)	SY 2026-2027 (3%)	SY 2027-2028 (3%)
Step			
2	\$37.33	\$38.45	\$39.61
3	\$38.10	\$39.24	\$40.42
4	\$38.87	\$40.03	\$41.23
5	\$39.66	\$40.85	\$42.08
6	\$40.47	\$41.68	\$42.93
7	\$41.30	\$42.54	\$43.82
8	\$42.14	\$43.41	\$44.71
9	\$42.56	\$43.84	\$45.16
10	\$43.42	\$44.72	\$46.06
11	\$44.72	\$46.06	\$47.44

Appendix B - Statements of Shared Interest

SIDE LETTER OF AGREEMENT - STATEMENTS OF SHARED INTERESTS

During negotiations for successor collective bargaining agreements, the Northshore Education Consortium Employees' Federation (Union) and the Northshore Education Consortium Board of Directors (Board) developed the following joint statements of interest. These provisions are not incorporated into the collective bargaining agreement. The parties will meet regularly to discuss progress being made to achieve the provisions.

School Site Inspections & Treatment

The Employer and the Union recognize the need for healthy working conditions for employees and healthy learning conditions for students. The employer shall annually inspect and treat each worksite for mold, infestations, or other hazardous conditions.

Appropriate Workspaces

The employer agrees to provide Unit members with a non-public space/classroom for meetings with parents and students that can adequately accommodate a unit member and their student group size when working with students in order to maintain confidentiality.

Facilities Plan

The Employer shall create, in consultation with the Union, a five (5) year plan for facilities improvements.

Hiring Committee

Hiring committees for all principals, program directors, or the executive director shall include a minimum of two (2) Union volunteers.

Appendix C - Union Membership Form



MEMBERSHIP APPLICATION NORTHSHORE EDUCATION CONSORTIUM EMPLOYEES FEDERATION LOCAL 4293

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

PROGRAM/SCHOOL/ROOM #: _____

TITLE: _____

UNIT: (CHECK ONE) ☐ UNIT A (PROFESSIONAL) ☐ UNIT B (PARAPROFESSIONAL)

EMPLOYMENT STATUS: (CHECK ONE) ☐ FULL TIME ☐ PART TIME

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- ☐ I hereby request and accept membership in the Northshore Education Consortium Employees Federation, Local 4293 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- ☐ Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to the Northshore Education Consortium Employees Federation, Local 4293 membership dues in the amount established or revised by the Northshore Education Consortium Employees Federation, Local 4293 in accordance with the Northshore Education Consortium Employees Federation, Local 4293 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by the Northshore Education Consortium Employees Federation, Local 4293. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: _____ DATE: _____

Appendix D - MOU re: Nursing Positions at NEC

MEMORANDUM OF AGREEMENT

BETWEEN THE
NORTHSHORE EDUCATION CONSORTIUM EMPLOYEE FEDERATION
AND THE
NORTHSHORE EDUCATION CONSORTIUM BOARD OF DIRECTORS

NURSING POSITIONS AT THE CONSORTIUM

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Northshore Education Consortium Employee Federation, Local 4923, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (hereinafter, the "Federation") and the Northshore Education Consortium Board of Directors (herein after the "Consortium").

WHEREAS, the Consortium notified the Federation of their intent to eliminate a certain Nursing positions in Unit A, and to create a new Nursing positions in Unit A; and

WHEREAS, the duly-authorized representatives of the Federation and the Consortium met on Wednesday, January 24, 2018 to bargain over implementation of the Consortium's decision to reorganize Nursing positions Consortium wide, and the impact of that decision on members of the bargaining unit pursuant to MGL Chapter 150E; and

WHEREAS, said representatives of the Federation and the Consortium have agreed to the following terms and conditions with regards to these positions consistent with the parties' collective bargaining agreement (CBA);

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Effective with the start of the second semester of the 2017-2018 school year in January, 2018, the Consortium shall eliminate the following positions:
 - a) 1.0 (FTE) Head Nurse (Unit A) position at the Kevin O'Grady School (KOG); and
 - b) 1.0 (FTE) Assistant Nurse Supervisor (Unit A) position at the Kevin O'Grady School (KOG); and
 - c) 1.0 (FTE) Head Nurse (Unit A) position at Topsfield Vocational Academy; and
 - d) 1.0 (FTE) Registered Nurse (Unit A) position at Northshore Lower Academy (NSLA); and
 - e) 1.0 (FTE) Registered Nurse (Unit A) position at Northshore Upper Academy (NSUA); and
2. Effective with the start of second semester of the 2017-2018 school year in January, 2018, the Consortium shall create the following positions:
 - a) a 1.0 (FTE) Nurse Supervisor (Unit A) position at the KOG; and
 - b) a 1.0 (FTE) Program Nurse (Unit A) position at the KOG; and
 - c) a 1.0 (FTE) Program Nurse (Unit A) position at Topsfield Vocational Academy; and
 - d) a 1.0 (FTE) Program Nurse (Unit A) position at NSLA; and
 - e) a 1.0 (FTE) Program Nurse (Unit A) position at NSUA; and
3. The duties and qualifications for the Nurse Supervisor, Program Nurse, and Registered Nurse positions are as specified in the job descriptions agreed to by the parties', and attached to this Memorandum of Agreement. The parties' agree that Staci Doherty, a Registered Nurse at NSLA, meets the Professional Support Personnel licensure requirements as a School Nurse in a Collaborative pursuant to 603 CMR 50.06 (6); and

MEMORANDUM OF AGREEMENT

BETWEEN THE
NORTHSHORE EDUCATION CONSORTIUM EMPLOYEE FEDERATION
AND THE
NORTHSHORE EDUCATION CONSORTIUM BOARD OF DIRECTORS

NURSING POSITIONS AT THE CONSORTIUM

4. The hours of work for the Nurse Supervisor, Program Nurse, and Registered Nurse positions shall continue to be seven (7) hours/day, thirty-five (35) hours/week; and
5. The Nurse Supervisor position will be compensated in accordance with Appendix A-1 of the CBA and be eligible to receive all applicable stipends; and
6. All Program Nurse positions will be compensated in accordance with Appendix A-1 of the CBA, and be eligible to receive all applicable stipends; and
7. All Registered Nurse positions will continue to be compensated in accordance with Appendix A-2 of the CBA, and be eligible to receive all applicable stipends; and
8. The Consortium agrees to post the Nurse Supervisor and Program Nurse positions as an Permanent positions in accordance Article X of the CBA, and immediately upon execution of this agreement; and
9. The Consortium agrees that members of the bargaining unit (Unit A or Unit B) who submit an application for the Nurse Supervisor position or Program Nurse positions shall be given preferential consideration for transfer, if they are qualified for the position, consistent with Article X, Section 78.3 of the CBA; and
10. Article I, Section 2.1 of the CBA is amended to change "Head Nurses, Registered Nurses, Registered Nurse Supervisors" to read "Registered Nurses, Program Nurses, Nurse Supervisors".
11. Article III, Section 5.1 of the CBA is amended to change "Counselors, Head Nurses, Social Workers" to read "Counselors, Program Nurses, Nurse Supervisors, Social Workers".
12. Appendix A-1 is amended to read "Teacher and Program Nurse Salary Schedule".
13. All other references in the CBA to "Head Nurse" shall be changed to read "Program Nurse".
14. If Elizabeth Walker, a member of Unit A whose Head Nurse position at KOG was eliminated, is the successful applicant for the Nurse Supervisor position, or a Program Nurse position, then upon execution of this agreement Walker shall remain on the salary schedule in Appendix A-1 of the CBA at her current Step/Lane, and will continue to receive compensation at said rate. Walker shall continue to receive all applicable stipends pursuant to the CBA.
15. If Rebecca Rein, a member of Unit A whose Assistant Nurse Supervisor position at KOG was eliminated, is the successful applicant for the Nurse Supervisor position or a Program Nurse position, then Rein shall be placed on the salary scale in Appendix A-1 of the CBA at BACH Step 7 (\$55, 794.19), and will receive compensation at this new rate retroactive to January 1, 2018. If Rein is a successful applicant for the Nurse Supervisor position, or a Program Nurse position, then upon execution of this agreement payment of any stipend to her pursuant to Section 6.9 (\$750.00/year) shall cease; and

MEMORANDUM OF AGREEMENT

BETWEEN THE
NORTHSHORE EDUCATION CONSORTIUM EMPLOYEE FEDERATION
AND THE
NORTHSHORE EDUCATION CONSORTIUM BOARD OF DIRECTORS

NURSING POSITIONS AT THE CONSORTIUM

16. If Paula Purcell, a member of Unit A whose Head Nurse position at Topsfield Academy was eliminated, is the successful applicant for the Nurse Supervisor position, or a Program Nurse position, then upon execution of this agreement Purcell shall remain on the salary schedule in Appendix A-1 of the CBA at her current Step/Lane, and will continue to receive compensation at said rate. Purcell shall continue to receive all applicable stipends pursuant to the CBA.

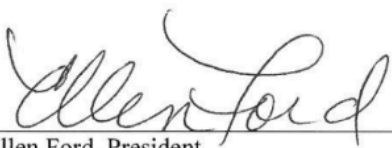
17. If Rebecca Eramo, a member of Unit A whose Registered Nurse position at the NSUA was eliminated, is a successful applicant for the Nurse Supervisor position, or a Program Nurse position, then Eramo shall be placed on the salary scale in Appendix A-1 of the CBA at MASTERS Step 7 (\$60,431.14), and will receive compensation at this new rate retroactive to January 1, 2018. If Eramo is a successful applicant for the Nurse Supervisor position, or a Program Nurse position, then upon execution of this agreement payment of any stipend to her pursuant to Section 6.9 (\$750.00/year) shall cease; and

18. If Staci Doherty, a member of Unit A whose Registered Nurse position at the NSLA was eliminated, is a successful applicant for the Nurse Supervisor position, or a Program Nurse position, then Doherty shall be placed on the salary scale in Appendix A-1 of the CBA at BACH Step 7 (\$55,794.19), and will receive compensation at this new rate retroactive to January 1, 2018. If Doherty is a successful applicant for the Nurse Supervisor position, or a Program Nurse position, then upon execution of this agreement payment of any stipend to her pursuant to Section 6.9 (\$750.00/year) shall cease;

19. The parties' agree to discuss, and negotiate in good faith, over proposals regarding changes to stipends available under the CBA during the next round of negotiations for a successor agreement.

20. The parties' agree to incorporate all changes contained in this Memorandum of Agreement into the next revision of their CBA.

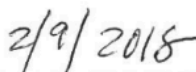
FOR THE FEDERATION


Ellen Ford, President
Local 4293


Date

FOR THE CONSORTIUM


Francine Rosenberg, Executive Director


Date

NORTHSHORE EDUCATION CONSORTIUM

Position:	Nurse Supervisor	
Reports to:	Program Director/Executive Director	
Prepared by:	Francine Rosenberg	Date: 2.1.2018
Approved by:	Francine Rosenberg	Date: 2.1.2018

SUMMARY: Fulfill all responsibilities of a Program Nurse as well as the additional Consortium wide supervisory responsibilities detailed below.

REPORTS TO: Program Director/ Executive Director

FEDERATION POSITION YES / NO IF YES, CATEGORY: Yes – Unit A/Appendix A-1

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

1. Perform all essential functions of a Program Nurse.
2. Oversee NEC Nursing Services and advises the Executive Director as needed.
3. Assist with the hiring and supervision of nurses throughout NEC.
4. Assist with the development of Health and Wellness policies and procedures, and work with other Program Nurses to ensure compliance.
5. Coordinate with DPH and other agencies to assure that NEC nurses are up to date in their knowledge and skill.
6. Work with the Executive Director to ensure that all programs have appropriate levels of nursing support.
7. Work with the Executive Director to ensure that the agency is in compliance with all relevant policies and procedures of the NEC as well as DPH, ESE, DMR, and the MA Board of Registration in Nursing.
8. Convene regular meetings of Program Nurses for the purpose of information sharing, collaboration, and professional development.
9. Participate in the evaluation of Program Nurses, or Registered Nurses as the Supervising or Contributing Evaluator if appropriate.
10. Other duties consistent with this position as assigned by Executive Director or Program Director.

SUPERVISORY RESPONSIBILITIES: Supervises Program Nurses, and Registered Nurses (Classroom Nurses, 1:1 Nurses, or Float Nurses) when applicable.

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The Executive Director may waive or modify the qualification requirements. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

EDUCATION/TRAINING/EXPERIENCE: BSN required, MSN preferred; CPR certification required; Pediatric or Community Health Nursing experience preferred; Supervisory experience preferred.

CERTIFICATES, LICENSES, REGISTRATION: MA State License to practice as a Registered Nurse, MA DESE License as School Nurse

LANGUAGE SKILLS: Ability to read and interpret professional journals, technical procedures, assessment data or governmental regulations. Ability to effectively present information and respond to questions from staff and/or parents. Ability to express ideas clearly and concisely in written and oral communication.

MATHEMATICAL SKILLS: Ability to perform basic calculations.

NORTHSHORE EDUCATION CONSORTIUM

Position:	Nurse Supervisor		
Reports to:	Program Director/Executive Director		
Prepared by:	Francine Rosenberg	Date:	2.1.2018
Approved by:	Francine Rosenberg	Date:	2.1.2018

REASONING ABILITY: Ability to define problems, collect data, establish facts and draw valid conclusions.

OTHER SKILLS AND ABILITIES: Knowledge of special education regulations and procedures and the need to maintain confidentiality. Ability to develop effective working relationships with students, staff and the school community. Ability to perform duties with awareness of all district requirements and Board of Education policies.

***PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee may be required to stand and walk for considerable periods of time. The employee is also required to utilize a computer with or without visual aids, talk, hear and understand speech, and be understood, at normal levels in person and on the telephone. May be required to lift up to fifty pounds without assistance.

***WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The noise level in this environment may be loud with many employees sharing the same work areas. The employee interacts with other staff and occasionally must meet multiple demands from several people.

The information contained in this job description is in compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NORTHSHORE EDUCATION CONSORTIUM

Position:	Program Nurse	
Reports to:	Program Director/Nurse Supervisor	
Prepared by:	Francine Rosenberg	Date: 2.1.2018
Approved by:	Francine Rosenberg	Date: 2.1.2018

SUMMARY: Manage comprehensive health service within a public day school setting for students who may present with a combination of medical, social, emotional, and psychological challenges that impact their academic achievement and daily functioning. Responsible for developing, implementing and maintaining the School Health Office. Oversee the implementation and maintenance of up to date health records, IHCPs, emergency plans, and medication administration plans. Promote a healthy school environment by monitoring immunizations, and reporting communicable diseases as required by law. Assist with the hiring, training, and supervision of classroom, 1:1, per diem, or float nurses if applicable.

REPORTS TO: Program Director/ Nurse Supervisor

FEDERATION POSITION YES / NO IF YES, CATEGORY: Yes – Unit A/Appendix A-1

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

1. Perform all duties outlined in Registered Nurse job description.
2. Assess and treat health complaints and provide interventions for chronic or acute illnesses or injuries.
3. Provide emergency first aid as needed for students and staff.
4. Develop and implement plans for emergency response.
5. Collect, maintain, and analyze current and up-to-date cumulative student health records.
6. Record student health encounters, treatments, and outcomes via electronic health record.
7. Review and administer student medication orders.
8. Create and implement individualized student health care plans, emergency plans, and medication administration plans as needed.
9. Monitor and review to ensure immunizations, physical examinations, and mandated screenings are current and up to date.
10. Manage medication administration. Select and train appropriate staff for delegation if warranted.
11. Manage mandated health screening programs and make referrals for identified students.
12. Work with other program staff to prevent the spread of communicable diseases.
13. Coordinate with and consult to other school staff and administrators around health and mental health issues.
14. Work with school administration to establish, review, or revise policies and procedures.
15. Promote wellness, quality of care, and professional standards of conduct.
16. Follow policies and procedures of the NEC as well as DPH, ESE, DMR, and the MA Board of Registration in Nursing.
17. Serve in a leadership role for health policies and programs; developing and evaluating school health policies, including health promotion and protection, chronic disease management, school health programs, school wellness policies, crisis/disaster management, emergency medical condition management, mental health protection and intervention, acute illness management, and infectious disease prevention and management
18. Provide staff education and in-services regarding Health Education (i.e. Universal Precautions, Blood borne Pathogens and EpiPen training)
19. Participate in Clinical Team, Case Management, Small Team meetings, and staff meetings
20. Monitor AED equipment daily and test equipment as recommended
21. Participate in the evaluation of Registered Nurses (Classroom Nurses, 1:1 Nurses, or Float Nurses) as the Supervising or Contributing Evaluator if appropriate.
22. Other duties consistent with this position as assigned by Nurse Supervisor or Program Director.

NORTHSHORE EDUCATION CONSORTIUM

Position:	Program Nurse		
Reports to:	Program Director/Nurse Supervisor		
Prepared by:	Francine Rosenberg	Date:	2.1.2018
Approved by:	Francine Rosenberg	Date:	2.1.2018

SUPERVISORY RESPONSIBILITIES: Supervises Registered Nurses (Classroom Nurses, 1:1 Nurses, or Float Nurses) when applicable.

***QUALIFICATION REQUIREMENTS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The Executive Director may waive or modify the qualification requirements. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

EDUCATION/TRAINING/EXPERIENCE: BSN; CPR certification required; Pediatric or Community Health Nursing experience preferred.

CERTIFICATES, LICENSES, REGISTRATION: MA State License to practice as a Registered Nurse, MA DESE License as School Nurse

LANGUAGE SKILLS: Ability to read and interpret professional journals, technical procedures, assessment data or governmental regulations. Ability to effectively present information and respond to questions from staff and/or parents. Ability to express ideas clearly and concisely in written and oral communication.

MATHEMATICAL SKILLS: Ability to perform basic calculations.

REASONING ABILITY: Ability to define problems, collect data, establish facts and draw valid conclusions.

OTHER SKILLS AND ABILITIES: Knowledge of special education regulations and procedures and the need to maintain confidentiality. Ability to develop effective working relationships with students, staff and the school community. Ability to perform duties with awareness of all district requirements and Board of Education policies.

***PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee may be required to stand and walk for considerable periods of time. The employee is also required to utilize a computer with or without visual aids, talk, hear and understand speech, and be understood, at normal levels in person and on the telephone. May be required to lift up to fifty pounds without assistance.

***WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The noise level in this environment may be loud with many employees sharing the same work areas. The employee interacts with other staff and occasionally must meet multiple demands from several people.

The information contained in this job description is in compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NORTHSHORE EDUCATION CONSORTIUM

Position:	Registered Nurse	
Reports to:	Program Nurse/ Program Director	
Prepared by:	Francine Rosenberg	Date: 2.1.2018
Approved by:	Francine Rosenberg	Date: 2.1.2018

SUMMARY: Registered nurses provide health care services to assigned students under the supervision of a Program Nurse. They perform assessments to determine medical needs of students, perform regular nursing functions and first aid as needed. Nurses collaborate with Program Nurse on establishing and maintaining nursing policies and maintaining student health records. They work with parents and community agencies as needed to meet the social, emotional, and physical needs of students.

REPORTS TO: Program Nurse/ Program Director

FEDERATION POSITION YES / NO IF YES, CATEGORY: Yes – Unit A/Appendix A-2

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

1. Observe and assess students on a regular basis to detect, assess, and monitor health needs.
2. Collect, maintain and analyze current and up-to-date cumulative student health records; record health encounters, treatments and outcomes via electronic health record.
3. Review and administer student medication orders.
4. Create and implement individualized student health care plans, emergency plans, and medication administration plans for assigned students.
5. Administer necessary nursing procedures based on student needs and doctors' orders.
6. Responsibilities may include caring for medically fragile students including but not limited to those with G-J tubes, catheters, tracheotomies, baclofen pumps, ventilators, or other medical technology.
7. Provide emergency first aid to students or staff members as needed.
8. Consult with team members on medical issues or health related matters and promote overall wellness.
9. Maintain medical supplies and medications.
10. Report to supervisors, parents, team members, physicians, and other agencies on school medical matters.
11. Visit student homes if necessary.
12. Collaborate with Program Nurse or Nursing Supervisor in developing and implementing school health programs and health educator programs.
13. Follow policies and procedures of NEC as well as DPH, ESE, DMR, and MA Board of Registration in Nursing.
14. Other duties consistent with this position as assigned by Program Nurse, Nurse Supervisor, or Program Director.

SUPERVISORY RESPONSIBILITIES: None

NORTHSHORE EDUCATION CONSORTIUM

Position:	Registered Nurse	
Reports to:	Program Nurse/ Program Director	
Prepared by:	Francine Rosenberg	Date: 2.1.2018
Approved by:	Francine Rosenberg	Date: 2.1.2018

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The Executive Director may waive or modify the qualification requirements. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

EDUCATION/TRAINING/EXPERIENCE: BSN preferred; CPR certification required; Pediatric or Community Health Nursing experience preferred.

CERTIFICATES, LICENSES, REGISTRATION: MA State License to practice as a Registered Nurse

LANGUAGE SKILLS: Ability to read and interpret professional journals, technical procedures, assessment data or governmental regulations. Ability to effectively present information and respond to questions from staff and/or parents. Ability to express ideas clearly and concisely in written and oral communication.

MATHEMATICAL SKILLS: Ability to perform basic calculations.

REASONING ABILITY: Ability to define problems, collect data, establish facts and draw valid conclusions.

OTHER SKILLS AND ABILITIES: Knowledge of special education regulations and procedures and the need to maintain confidentiality. Ability to develop effective working relationships with students, staff and the school community. Ability to perform duties with awareness of all district requirements and Board of Education policies.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee may be required to stand and walk for considerable periods of time. The employee is also required to utilize a computer with or without visual aids, talk, hear and understand speech, and be understood, at normal levels in person and on the telephone. May be required to lift up to fifty pounds without assistance.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The noise level in this environment may be loud with many employees sharing the same work areas. The employee interacts with other staff and occasionally must meet multiple demands from several people.

The information contained in this job description is in compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

Appendix E – Educator Evaluation System Forms

Forms found at:

<https://www.doe.mass.edu/eval/forms/default.html>

Appendix F – ESE Model Rubric for Teachers

Forms found at:

https://www.doe.mass.edu/eval/model/PartIII_AppxC.pdf

Appendix G – ESE Model Rubric for Specialized Instructional Support

Forms found at:

https://www.doe.mass.edu/eval/model/PartIII_AppxD.pdf

Appendix H – Setting Smart Goals

APPENDIX H SETTING SMART GOALS

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This "SMART" Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	S pecific and S trategic
M	=	M easurable
A	=	A ction Oriented
R	=	R igorous, R ealistic, and R esults-Focused (the 3 Rs)
T	=	T imed and T racked

Goals with an action plan and benchmarks that have these characteristics are "SMART."

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being "SMART" with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It's S pecific and S trategic	= 10 pounds, 1 mile
It's M easurable	= pounds, miles
It's A ction-oriented	= lose, run
It's got the 3 Rs	= weight loss and running distance
It's T imed	= 10 weeks

SMART enough: To make the goal really "SMART," though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, "Tracked." They also strengthen the other criteria, especially when the benchmarks include "process" benchmarks for tracking progress on the key actions and "outcome" benchmarks that track early evidence of change and/or progress toward the ultimate goal.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

APPENDIX H

SETTING SMART GOALS

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

Appendix I – Unit B Evaluation Form

NORTHSHORE EDUCATION CONSORTIUM

UNIT B – EVALUATION FORM

☐ Annual Evaluation

☐ Improvement Plan

FIRST NAME _____

LAST NAME _____

DATE OF HIRE _____

SCHOOL YEAR _____

A. EMPLOYEE TITLE/PROGRAM:

TITLE _____

PROGRAM _____

- B. PERFORMANCE STANDARDS:** Mark an "X" under the rating for this Employee on each of the Performance Standards listed under: *Planning and Preparation, Supporting Classroom Environment, and Delivery of Services/Accommodations*. Use the *Comments* section to provide feedback which supports the ratings on each of the Performance Standards. If a particular standard does not apply, mark an "X" under N/A.

<u>PLANNING AND PREPARATION</u>	EXEMPLARY	PROFICIENT	NEEDS IMPROVEMENT	UNSATISFACTORY	N/A
Demonstrates knowledge of content.					
Understands instructional goals.					
Follows directions provided by the Teacher/Supervisor.					
Demonstrates initiative and resourcefulness.					
Punctual to school, meetings and scheduled appointments.					
EVALUATOR'S COMMENTS:					
<u>SUPPORTING CLASSROOM ENVIRONMENT</u>	EXEMPLARY	PROFICIENT	NEEDS IMPROVEMENT	UNSATISFACTORY	N/A
Contributes to an environment of trust and respect.					
Effectively employs a variety of strategies that reinforce positive behavior.					
EVALUATOR'S COMMENTS:					
<u>DELIVERY OF SERVICES/ACCOMMODATIONS</u>	EXEMPLARY	PROFICIENT	NEEDS IMPROVEMENT	UNSATISFACTORY	N/A
Implements instructional strategies, behavior plan, and classroom routines established by Teacher/Supervisor.					
Engages students in learning according to the students' needs.					
Maintains confidentiality					
EVALUATOR'S COMMENTS:					

- C. OVERALL RATING:** Mark an "X" by the Overall Rating for this Unit B Employee consistent with the aggregate ratings on the individual Performance Standards listed above: (MARK ONLY ONE)

☐ Exemplary

☐ Proficient

☐ Needs Improvement

☐ Unsatisfactory

Signature of Evaluator _____

Date _____

Signature of Employee _____

Date _____

NORTHSHORE EDUCATION CONSORTIUM

UNIT B – EVALUATION FORM

☐ Annual Evaluation ☐ Improvement Plan

FIRST NAME LAST NAME DATE OF HIRE SCHOOL YEAR

D. EVALUATOR'S COMMENTS: (Continued)

E. EMPLOYEE'S RESPONSE:

Appendix J – Specialists MOA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Northshore Education Consortium ("Employer") and the Northshore Education Consortium Employee Federation, Local 4293, American Federation of Teachers, AFT Massachusetts, AFL-CIO ("Union").

RECITALS

1. The Employer and the Union agreed, as part of a separate MOA executed in August, 2025, to agree to wage increases for Specialists in a side letter of agreement.
2. The Parties agreed to an MOA executed on September 6, 2025 for wage increases for the 2025-2026 school year.
3. The Employer and the Union continue to negotiate the full terms of the wage increases for the Specialists.
4. This MOA reflects the Parties final agreement as to the different specialists' positions and sunsets the Specialist bargaining unit such that effective September 1, 2028, there shall be no more Specialist category of employees, except current Specialists grandfathered into this agreement.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Behavior Support Specialist Positions:

- a. There are currently three employees filling the Behavior Support Specialist positions with the Employer; Alex Flinster, Tess Saunders, and Jeff Egitto.
- b. Effective the 2026-2027 school year, the job description for the Behavior Support Specialist position shall be updated to reflect the attached job description. This shall be referred to as the 'Unit A Behavior Support Specialist'.
- c. The 'Unit A Behavior Support Specialist' position shall require a bachelor's degree in social work, counseling, psychology, or special education or any bachelor's with a DESE teaching license or social work license.
- d. The Parties agree that effective for the 2026-2027 school year, September 1, 2026, the 'Unit A Behavior Support Specialist' position shall become a member of Unit A.
- e. Effective for the 2026-2027 school year, prior to the 3% cost of living increase for that school year or any step increases, the Behavior Support Specialists who meet the job description requirements outlined above shall be placed at a step on the Unit A teacher pay scale in the column appropriate for their level of education, and at a step within that column that is either closest to their then current rate of pay, without reflecting a decrease in pay, or at a step where they are provided 100% for their tenure in Unit A and 50%

credit for their tenure in Unit B at the Employer, whichever is higher. Such employees shall then receive their step increase, if applicable, and the 3% cost of living increase consistent with other Unit A members.

- f. If any of the employees currently filling the Behavior Support Specialist positions do not meet the education qualifications of the position by the beginning of the 2026-2027 school year, then, the following shall apply to them effective for the 2026-2027 school year:
 - i. They shall receive a new job description, attached to this MOA, referred to as the 'Unit B Behavior Support Specialist'.
 - ii. They shall be considered a member of the Unit B Paraprofessional unit beginning with the 2026-2027 school year and continuing year to year.
 - iii. They shall receive a step increase under the Specialist table, if applicable, and a 3% cost of living increases for each subsequent year through the 2027-2028 school year and shall receive cost of living adjustments consistent with Unit B paraprofessionals.
 - iv. During their employment with the Consortium, if they meet the qualifications to be a Unit A Behavior Support Specialist, the Employer shall review and, if aligned with the budget, reclassify the employee's current 'Unit B Behavior Support Specialist' position to a 'Unit A Behavior Support Specialist'. The Consortium shall not unreasonably deny such reclassification and shall provide written rationale for any denial to the Employee and the Union. Nothing in this section obligates the Consortium to classify any position as Unit A; If they are not reclassified and a 'Unit A Behavior Support Specialist' positions becomes available or is created, the employee shall have an opportunity to apply with priority consideration for placement.

2. Vocational Specialist Position:

- a. There is one Vocational Specialist position with the Employer; Geoff Green.
- b. The Parties agree that the Vocational Specialist position will not be filled when the employee currently serving in the Vocational Specialist position no longer is employed by Employer, whether that be through resignation, retirement, lay-off, termination, or any other means. This position is being sunset through this MOA.
- c. The Vocational Specialist shall receive a 3% cost of living increases for the 2026-2027 school year and the 2027-2028 school year.
- d. If the Vocational Specialist position remains filled after the conclusion of the 2027-2028 school year, then the following shall apply to them:
 - i. They shall be considered a member of the Unit B Paraprofessional unit beginning with the 2026-2027 school year and continuing year to year.
 - ii. They shall receive cost of living adjustments consistent with Unit B paraprofessionals, under the Specialist table.

3. Art Specialist Position:

- a. There is one Art Specialist position with the Employer; Mary Devin.
- b. The Parties agree that the Art Specialist position will not be filled when the employee currently serving in the Art Specialist position no longer is employed by Employer, whether that be through resignation, retirement, lay-off, termination, or any other means. This position is being sunset through this MOA.
- c. The Art Specialist shall receive a 3% cost of living increases for the 2026-2027 school year and the 2027-2028 school year.
- d. If the Art Specialist position remains filled after the conclusion of the 2027-2028 school year, then the following shall apply to them:
 - i. They shall be considered a member of the Unit B Paraprofessional unit beginning with the 2026-2027 school year and continuing year to year.
 - ii. They shall receive cost of living adjustments consistent with Unit B paraprofessionals, under the Specialists table.

4. General Terms:

- a. This MOA is non-precedent setting.
- b. The intent of the Parties is to sunset the Specialist category of positions.

For the Union

Signed by:

Barbara Carrapichano
81E8ETCD931E426...

Barbara Carrapichano, NECEF President

12/15/2025

Date

For the Employer

Signed by:

Francine H. Rosenberg
0CC4ABC095B7494...

Francine H. Rosenberg, Executive Director

12/15/2025

Date