

**PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE
BELMONT SCHOOL COMMITTEE
AND THE
BELMONT EDUCATION ASSOCIATION, UNIT A**

[All Current Proposals Organized by Status]

May 15, 2025

The Belmont Education Association proposes that the Unit A Collective Bargaining Agreement (CBA) between the Belmont Education Association (Association) and the Belmont School Committee (Committee), currently in effect from September 1, 2022 through August 31, 2025, remain unchanged except detailed below. All changes are effective September 1, 2025.

[In modified text, deletions are denoted by ~~striketrough~~ and additions are denoted by **bold underline**.]

OPEN PROPOSALS

(BSC and BEA proposals with proposing party maintaining at current status as below and other party either holding or rejecting.)

BEA #2) BEA 2 – Scope Amend Article Two as follows:

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all contractual instructional personnel, nurses, physical therapists, occupational therapists, community service coordinator, elementary science coordinator, including long-term substitutes as defined below (all hereinafter referred to as teachers) excluding all principals, assistant principals, coordinators, directors, department chairpersons, master teachers, non-instructional personnel, tutors, professional aides and those employed for less than **twenty (20)** ~~sixty (60)~~ school days. Also excepted is every employee who on the effective date of this Contract or thereafter shall be designated by the Committee as a representative of the Committee for the purpose of such bargaining. For the purpose of this Contract, a long-term substitute is defined as a person who is employed to fill the position of a teacher who it is known is absent or on leave for more than **twenty (20)** ~~sixty (60)~~ school days. A long-term substitute will be informed of his or her status at the time of hire. The only provisions of the Contract that shall not apply to those teachers in this category are Articles 7,9,17 and 23. Notwithstanding the foregoing, long-term substitutes shall be entitled to the benefits of Article Seven at the commencement of a second consecutive year of employment.

BSC #14) Scope amend as follows:

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining, and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all contractual instructional personnel, nurses, physical therapists, occupational therapists, community service coordinator, elementary science coordinator, **METCO support educators**, including long-term substitutes as defined below (all hereinafter referred to as teachers) excluding all principals, assistant principals, coordinators, directors, department chairpersons, master teachers, non-instructional personnel, tutors, professional aides and those employed for less than sixty (60) school days. Also excepted is every employee who on the effective date of this Contract or thereafter shall be designated by the Committee as a representative of the Committee for the purpose of such bargaining. For the purpose of this Contract, a long-term substitute is defined as a person who is employed to fill the position of a teacher who it is known is absent or on leave for more than sixty (60) school days. A long-term substitute will be informed of his or her status at the time of hire. The only provisions of the Contract that shall not apply to those teachers in this category are Articles 7, 9, 17, and 23. Notwithstanding the foregoing, long-term substitutes shall be entitled to the benefits of Article Seven at the commencement of a second consecutive year of employment.

BEA #7) BEA 8.1 – Personal Day Accrual Amend Article Eight Section 1 as follows:

Annually, teachers shall exercise their professional discretion in taking up to four (4) days excused leave with pay for those obligations of a personal nature that cannot be met outside those normal school hours during which the employee has professional responsibilities, but in no event will such days be used for personal recreation or outside occupation. Members may carry over **two (2)** ~~one (1)~~ unused Excused Days in the subsequent school year, not to exceed **six (6)** ~~five (5)~~ days total.

BSC #3) 8 – Excused Leave

8.1 Annually, teachers shall exercise their professional discretion in taking up to four (4) days excused leave with pay for those obligations of a personal nature that cannot be met outside those normal school hours during which the employee has professional responsibilities, but in no event will such days be used for personal recreation or outside occupation. **A reason shall be provided via the absence management system for each personal day requested; Writing a symbol (such as a single period or an a *) or a vague phrase ('per contract 8.1') shall not be considered a sufficient reason. Substitute availability may be a determining factor in approving or denying a personal day request. No more than two of these days may be used in June without prior approval from the Superintendent or designee.** ~~Members may carry over one (1) unused Excused Day in the subsequent school year, not to exceed five (5) days total.~~

8.3 Whenever practicable, ~~notice~~ **personal day requests attached to a holiday weekend or vacation week** must be submitted in writing **(via email or via hard copy, not via the absence management system)** to the Superintendent or the Superintendent's designee at least seventy-two (72) hours before the absence is to occur. ~~A two-week notice is required if the excused leave is attached to a holiday weekend or vacation week~~ **notice is required two weeks in advance of the start of that holiday weekend or vacation week.**

8.4 (a) Approval must be obtained from the Superintendent to take an excused leave attached to a vacation week.

8.4 (b) Approval must be obtained from the Superintendent's designee (e.g. Building Principal) to take an excused leave attached to a holiday weekend.

8.5 Given that teachers at the high school write college recommendations, teachers that write fifteen (15) or more recommendations are entitled to a professional day per year to write said recommendations with the prior scheduling approval of the building principal, **provided those days not occur on a Monday or a Friday.**

8.6 The district recognizes the importance of the educator-student relationship in students' academic success, and wishes to incentivize overall high attendance, while also encouraging educators to take care of their health and personal needs.

Second "carryover" day: Should the bargaining unit achieve a unit-wide overall attendance rating of 95% in a given year, all educators with up to two (2) unused excused days, employed as of the last day in the educator work year, and who are returning for the subsequent work year, may carry over two (2) unused Excused Day in the subsequent school year, not to exceed six (6) days total.

The 95% overall rating shall be calculated as follows:

(a) Individual educators will achieve an attendance rating by reviewing their attendance from their date of hire (i.e., first day of work) in Unit A in a given year through the last day in the teacher work year (i.e., total number of days in attendance divided by total number of possible days worked; example: 9 days absent; 181 total possible work days; 172 days in attendance / 181 total possible work days x 100 = 95% attendance rating).

(b) The unit attendance rate will then be calculated by reviewing the attendance of all educators working for the district as of the last day of the educator work year and dividing the total number of Unit A days worked by the total possible number of Unit A days worked.

(c) An absence shall be defined as a day that is a scheduled work day where an employee does not report to work or perform working duties from another approved working location.

(d) The following types of absences will *not* count in the total tallied absences:

- Religious Holiday Observances
- Jury Duty
- Military Duty
- Bereavement
- FMLA leave
- Professional development days required or requested by administration
- Sick days as a result of a personal injury caused by an accident or an assault occurring within the scope of the educator's employment
- Other days mutually agreed upon by the District and Association, should they arise

An employee will be considered absent when using paid individual sick days, family sick days, excused days, and unpaid days.

All individual employee attendance ratings, for employees who are employed as of the last day in the educator work year, shall be averaged to arrive at the unit-wide overall attendance rating. The incentive shall be provided should the entire membership overall rating be at 95% or greater in a given year to all educators with up to two (2) unused excused days, employed as of the last day in the educator work year, and who are returning for the subsequent work year. The incentive must be earned as an entire group; individuals achieving the specific attendance rate of 95% or greater shall not be individually eligible for a second "carryover" excused day.

Should the overall unit rating *not* be at 95% or greater in a given year, m~~Members~~ may carry over one (1) unused Excused Day in the subsequent school year, not to exceed five (5) days total.

BEA #11) BEA 9.1 – Parental/Adoption Leave Amend Article Nine Section 1 as follows:

Parental/Adoption Leave ~~(see Appendix E: BPS Parental Leave Policy)~~

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

(a) Parental leaves of absence will be provided to educators to the extent required by, and subject to the provision of, applicable laws, including the Massachusetts Parental Leave Act General Laws Chapter 149, Section 105D ("MPLA"), and the Family and

Medical Leave Act, 29 USC 2601 et seq. ("FMLA"). Whenever possible, such leave under the MPLA and FMLA and any leaves taken under the terms of Section 9.1 shall run concurrently.

~~(b) Statutory Leave. Upon receipt of at least two (2) week's written notice of anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act or up to eight (8) weeks in accordance with the provisions of the Massachusetts Parental Leave Act (MPLA) (General Laws Chapter 149, Section 105D). A teacher is entitled to return from this leave any time before the expiration of twelve (12) weeks (FMLA) or eight (8) weeks (MLPA) on five (5) days notice and provided a physician's statement of good health is submitted.~~

(b) Contractual parental leave will also be provided under the following conditions:

- . Up to twelve (12) weeks (no more than sixty (60) work days) may be taken for parental leave. The first 40 work days will be paid parental leave days, which will be paid at the educator's regular rate, without deduction from sick leave. The remaining twenty (20) days are unpaid but educators may access their own accrued sick leave and/or personal days to be paid during their leave.**
- i. The twelve weeks under this policy shall commence within one calendar year of the arrival of the child or birth of the child.**
- . Educators must be employed for a minimum of one (1) year to be eligible for this benefit.**
- . If both parents are employees of the Belmont Public Schools, both members will be entitled to parental leave individually.**

(c) Notice of Intended Leave. Teachers shall provide written notice to the Superintendent regarding the intention to take leave under this provision. Such notice shall include the anticipated date of departure, intention to return to work, and anticipated length of leave. When possible, teachers shall provide this notice at least sixty (60) days prior to the intended leave. In the event of extenuating circumstance, the sixty (60) day written-notice period of parental leave may be waived. In the event the educator cannot provide sixty (60) days of notice, the educator shall provide as much advance notice as possible in the circumstances.

~~(d) Notice of Return. The date of the anticipated return will be established with the Superintendent at the time the leave commences. At the time of return a physician's statement of good health must be presented upon request.~~ **A teacher is entitled to return from parental leave before the expiration of the parental leave period on five (5) days' notice and provided a physician's statement of good health is submitted upon request.**

~~(d) Termination of Pregnancy. In the event of a termination of pregnancy, the teacher may make written application for reinstatement prior to the previously established date~~

~~for the termination of the leave. Such application shall be accompanied by a physician's statement of good health.~~

Any authorized, unpaid extended leave does not constitute a break in service. While on any authorized, unpaid extended leave, the staff member does not accrue seniority. (Except for Military leaves and leaves for teacher exchange)

A staff member on any authorized extended leave is subject to the Reduction in Force provisions of the collective bargaining agreement as if actively employed.

BSC #23) 9.1 – Leaves

Statutory Leave.

Parental leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act, Chapter 149, Section 105D ("MPLA"), and the Family and Medical Leave Act, 29 USC § 2601 et seq. ("FMLA"). Whenever possible, such statutory leave shall run concurrently with leaves taken under the terms of this Agreement.

~~(b) Upon receipt of at least two (2) week's written notice of anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act or up to eight (8) weeks in accordance with the provisions of the Massachusetts Parental Leave Act (MPLA) (General Laws Chapter 149, Section 105D). A teacher is entitled to return from this leave any time before the expiration of twelve (12) weeks (FMLA) or eight (8) weeks (MLPA) on five (5) days notice and provided a physician's statement of good health is submitted.~~

(c) Notice of Pregnancy Intended Leave. ~~The t~~ Teachers shall **notify provide written notice to the Superintendent** in writing near the beginning of the seventh month of her pregnancy of her pending leave **regarding the intention to take leave under this provision. Such notice shall include the anticipated date of departure, intention to return to work, and anticipated length of leave.** ~~Such notice will contain the approximate date on which the teacher intends to commence extended leave under this Article.~~ **When possible, teachers shall provide this notice at least six (6) weeks prior to the intended leave. In the event of extenuating circumstances, the six-week written-notice period for parental leave may be waived. In the event the employee cannot provide six-weeks of notice, the employee shall provide as much advance notice as possible in the circumstances.**

~~(b)~~**(d) Notice of Return Date.** The date of the anticipated return will be established with the Superintendent at the time the leave commences. ~~At the time of return a physician's statement of good health must be presented upon request.~~ **The anticipated return date may be changed by mutual agreement between the employee and the Superintendent in order that an employee may return at an appropriate time in consideration of the needs of the District and the employee.**

~~(c) Termination of Pregnancy~~ **Need for Leave No Longer Applicable.** In the event ~~of a termination of pregnancy~~ **the reason for parental leave is no longer applicable,** then the teacher may make written application for reinstatement prior to the previously established date for the termination of the leave. ~~Such application shall be accompanied by a physician's statement of good health.~~

Unit members returning from work following pregnancy, childbirth, or recovery from childbirth may be required to submit a fitness to return to work certification from their medical provider.

Any authorized, unpaid extended leave does not constitute a break in service. While on any authorized, unpaid extended leave, the staff member does not accrue seniority. (Except for Military leaves and leaves for teacher exchange)

A staff member on any authorized extended leave is subject to the Reduction in Force provisions of the collective bargaining agreement as if actively employed.

BEA #15) BEA 11.3 – Tuition Reimbursement Amend Article Eleven Section 3 as follows:

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

~~\$65,000~~ **\$90,000** (which includes full tuition reimbursement for courses highly recommended by the District) in each year of the contract, which will be used to reimburse teachers who take graduate level courses from accredited degree granting institutions. The following guidelines must be followed:

- (a) The course work must have the prior approval of the Superintendent or the Superintendent's designee.
- (b) Teachers must present evidence of payment and receipt of credit for qualifying courses on a form provided by the School Department.

(c) Effective September 1, 2021, the maximum amount of tuition reimbursement will be \$1,200 ~~\$900~~.

BSC #4) 14.4 – Work Year amend as follows:

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

(a) ~~One~~ **Two (2) "orientation" days at before the start of the school year for students for the purposes of educator-led preparation time and district-led professional development time.**

(b) ~~Teachers will meet in Professional Learning Teams, once per month, September to May, for 1 hour and 5 minutes (Article 4, MOA June 2011)~~

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

BEA #16) BEA 14.6 – School Year Add New **Article Fourteen Section 6** as follows:

The first two days of the work year shall be dedicated to student learning. On the first day of the work year where students are not present educators will be given time to set up their classrooms and meet with their building and grade level teams. There shall be no in-person district wide meeting on the first day of the work year, and district-wide professional development shall not be scheduled on this day.

BSC #5 and #24) 15.1 – Work Day

The work day for educators shall not be more than ~~seven (7)~~ **seven and one half (7.5)** continuous hours, including lunch and other non-class time, and will begin **at least** fifteen (15) minutes before the established starting times for students and will end **at least** fifteen (15) minutes after the established dismissal time for students (~~except on Fridays or the day before any non-work day when the work day will end immediately after the afternoon dismissal time~~). However, at the Middle and High School each teacher shall schedule a thirty (30) minute student help period immediately before (~~i.e. from approximately 7:00 AM until 7:30 AM at the High School, and 7:25 AM until 7:55 AM at the Middle School~~) or after (~~i.e. from 2:00 PM to 2:30 PM or 2:30 PM to 3:00 PM at the High School and from 2:25 PM to 2:55 PM at the Middle School~~) that teacher's scheduled work day one day a week, ~~excluding Fridays or the day before a non-work day.~~

BEA #17) BEA 15.5 – Work Day Add new **Article Five Number 5** as follows:

All schools grades K-6 shall have the same length of student day at 6 hours and 10 minutes except on early release days when the student day will be reduced by one hour.

BEA #21) BEA 19.1(a) – Class Size and Assignment Amend **Article Nineteen Number 1(a)** as follows:

~~(a) The Committee's Guidelines on class size shall be incorporated into this agreement, provided that disputes pertaining to the Guidelines shall not be subject to the grievance and arbitration provisions of the Contract and the Committee may, at its sole discretion, alter such Guidelines as it deems appropriate.~~

BEA #22) BEA 19.1(b) – Class Size and Assignment Amend **Article Nineteen Number 1(b)** as follows:

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

BEA #23) BEA 19.1(c) – Class Size and Assignment Amend **Article Nineteen Number 1(c)** as follows:

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

- Teachers receiving **students with disabilities** ~~special needs students~~ into their classrooms should be provided with the specifics about the students ~~at the earliest possible time.~~ **as soon as the teacher's class list is finalized each year.**
- Assignment of special needs students who are already enrolled in the district ~~shall~~ ~~should~~ be available before the end of the previous school year **using information from "The Annual SPED Review Report."** ~~whenever possible.~~
- A teacher's complete class list **shall be provided prior to the last day of school.** ~~should be available during July, whenever possible.~~
- Teachers can request training (and in some instances may be asked to attend training) to meet a particular student's educational needs. When such training is

required by the student's educational plan, or when the teacher's request for training has been approved by the Superintendent, the School Department will pay for such training.

- Placement decisions are governed by many factors and sometimes have to change. Placement changes may result in situations where advance notice is not possible. In any event, placement decisions of the Superintendent and/or the Superintendent's designee are final and binding.
- **By the last day in March every year, the district shall conduct a review of all district IEPs and shall present an initial draft of a report: "The Annual SPED Review Report." The report will be shared with the Association, the Superintendent, building principals, and any other school personnel involved in creating classes and determining caseloads. The Director of Student Services shall present and respond to questions on The Annual SPED Review Report at the April meeting of the District Joint Labor Management Committee. The report shall contain information including but not limited to the following:**
 - The total number of students who are receiving SPED services across the district
 - The total number of SPED service minutes across the district
 - The number of aides, both 1:1 and additional adults, that students with IEPs will require in the upcoming school year
 - The total amount spent in the previous fiscal year for legal costs including settlement payments due to failure to meet services in education plans.
 - All educators, identified by individual job title, who are assigned to provide IEP services and the caseload each is assigned in the current school year.
 - The number of out of district students and the total cost including transportation of out of district services paid to date and anticipated remaining in the school year.
 - In the event that new students with IEPs enter the district, "The Annual SPED Review Report" shall be updated to reflect the new needs in the district, staffing shall be reviewed, and new positions shall be posted within two weeks of the student's first day of school if necessary. The same process for staffing shall be followed when a new student who receives ELE services enrolls in the district.
 - Not later than the first week of June every year, the district shall review all data and provide an updated version of "The Annual SPED Review Report." The report will be shared with the same parties as above.

BEA #24) BEA 19.1(d) – Class Size and Assignment Amend Article Nineteen Number 1(d) as follows:

(d) ELE placement guidelines

- 1. Definition of English Learners: For the purposes of this agreement, "English Learners" (ELs) shall refer to any student in grades PK-12 who has been identified as an EL according to state and federal guidelines.**
- 2. Classroom Cap: In order to provide equitable educational opportunities, enhance individualized support and instruction for ELs, ensure effective instructional practices that ensure educators can effectively address the diverse needs of all students, and ensure balanced classrooms that promote a conducive learning environment for all students, the percentage of EL students in any elementary classroom shall not unreasonably exceed the same percentage by which EL students are enrolled within the same grade and same elementary school.**
- 3. Monitoring and Compliance: District Administration shall monitor classroom enrollments and ensure compliance with the established cap. Should the number of ELs in any classroom exceed this cap, additional support personnel will be assigned, or students will be redistributed among classrooms.**

BEA #25) BEA 19.2(a) – Class Size and Assignment Amend Article Nineteen Number 2(a) as follows:

The following shall be the maximum pupil and course load: ~~Whenever it is administratively possible and economically feasible:~~

(a) ~~The maximum pupil load for High School teachers in the major academic areas (i.e., English, World Languages, Mathematics, Science, and Social Studies) shall be 125 students per teacher.~~ **At the beginning of each school year, the maximum number of students in each special education classroom shall be twenty (20.) In the event additional student enrollment occurs throughout the school year, the district shall place an additional educator in any special education classroom where student enrollment exceeds twenty-two (22). Educators shall be assigned no more than two course preparations per semester. An educator may volunteer to accept additional course preparations at their own discretion.** This shall not circumscribe the scheduling of classes for cooperative or other types of large or small group instruction.

BEA #26) BEA 19.2(b) – Class Size and Assignment Amend Article Nineteen Number 2(b) as follows:

(b) **Middle School educators shall have a maximum of two course preparations per semester. Middle School teams shall have a maximum load of 100 students. The**

student load for “Encore” educators shall have a maximum load of 125. In the event any course exceeds 25 students in enrollment the district shall assign an additional educator to the course. At the beginning of each school year, the maximum number of students in each special education classroom shall be twenty (20.) In the event additional student enrollment occurs throughout the school year, the district shall place an additional educator in any special education classroom where student enrollment exceeds twenty-two (22). ~~Excluding band, chorus, orchestra and ensemble groups, maximum class sizes at the Middle School will be as follows: 24 for laboratory courses, 30 for Physical Education, and 25 for all other courses not limited by state and/or safety regulations. When no other alternative exists, to ensure flexibility in programming, and to accommodate the needs of all students, non-laboratory class enrollments may be increased to a maximum of 30.~~

BEA #27) BEA 19.2(c) – Class Size and Assignment Amend Article Nineteen Number 2(c) as follows:

(c) At the beginning of each school year, the maximum number of students in each regular academic elementary classroom shall be as follows:

K: 18

1-2: 19

3-6 20

In the event additional student enrollment occurs throughout the school year, the district shall balance students equally among all elementary classrooms district wide. The district shall place an additional educator in each classroom (beyond those already assigned) at the following student enrollments:

K: 20

1-2: 21

3-6 22

In the event any K-6 regular academic classroom exceeds 24 students in enrollment, an additional class section shall be created and students will be redistributed in the least academically disruptive manner possible.

At the beginning of each school year, the maximum number of students in each Learning Center shall be eight (8.) In the event additional student enrollment occurs throughout the school year, the district shall place an additional educator in any Learning Center where student enrollment exceeds nine (9).

At the beginning of each school year, the maximum number of students in each special education elementary classroom shall be as follows:

K-3: 10

4-6 20

In the event additional student enrollment occurs throughout the school year, the district shall balance students equally among all elementary classrooms district wide.

The district shall place an additional educator in each classroom (beyond those already assigned) at the following student enrollments:

K-3: 12

4-6 22

BEA #28) BEA 19.2(e)(d) – Class Size and Assignment Renumber **Article Nineteen Number 2(e)(d)** and amend as follows:

~~(e-d)~~ Reasonable efforts will be made to equitably distribute caseloads for other specialists and caseload educators (e.g. ELL teachers, Special Education teacher, guidance counselors). Caseload for specialists and caseload educators shall be equitably distributed.

- Math and Literacy Specialists shall not be assigned more than twenty (20) students per educator.
- The district will hire not less than one (1) ELE teacher for every 25 Transitional EL student equivalents, the equivalent being calculated by weighting the Foundational students by their service minutes.
- Guidance counselors shall be assigned a maximum of 250 students, at which point the district shall hire an additional guidance counselor.
- Nurses shall be assigned not less than one per building to a maximum of 1 nurse per 500 students, at which point the district shall hire an additional nurse. Nurses with a floating assignment shall not be used in calculating nurse to student ratios.
- The district shall hire not less than one (1) social worker per 250 students enrolled. Social workers shall be assigned a maximum of 30 students for direct service minutes.
- Psychologists shall be assigned a maximum of 500 students, at which point the district shall hire an additional psychologist.
- Special Education teachers and related service providers shall be assigned a caseload based on service delivery minutes, up to a maximum of 20 hours of direct service per week. In the event service delivery hours exceed 20 hours per week and student load cannot be redistributed, the district shall hire additional educators in increments of 0.2 FTE. Service minutes, as documented in “The Annual SPED Review Report” shall be utilized and referred to when determining caseloads.

BEA #29) BEA 19.2(e) – Class Size and Assignment Add new **Article Nineteen Number 2(e)** and as follows:

(e) At the beginning of the school year, students with education plans and documented ELE learners shall be distributed equally among all general education classrooms by grade level and building. Classes including five (5) total students with an education plan (IEP, 504) and documented ELE learners shall not exceed 20 students in total. If more than students five (5) students with education plans and/or

documented ELE learners exceeds 5 an aide shall be assigned. The assigned aide shall be in addition to any aides that may be required by IEPs in the class. If a student is removed from IEP or 504 Plan, or graduates from ELE services, then new students may be added to the class at a 1:1 ratio.

BEA #30) BEA 19.2(f) – Class Size and Assignment Add new **Article Nineteen Number 2(f)** and as follows:

(f) No later than the end of the previous school year, ELE teachers, special education liaisons, social workers and counselors who are providing scheduled services, and special education therapists, including speech/language, occupational and physical therapists, shall be consulted about the distribution of caseloads and the administration will seriously consider their feedback.

BEA #31) BEA 19.2(g) – Class Size and Assignment Add new **Article Nineteen Number 2(g)** and as follows:

(g) Using the information from “The Annual SPED Review Report,” classes and caseloads shall be created consistent with the terms of this contract and in such a way that all students who receive SPED services are guaranteed to receive all services each week as defined by their service delivery grids.

BEA #32) BEA 19.3(a) – Class Size and Assignment Amend **Article Nineteen Number 3(a)** as follows:

At the elementary level, in cases where no follow-up instruction is required, the classroom teacher will be granted a preparation period when a teaching specialist has a class under their supervision. When follow-up is appropriate, the classroom teacher and the specialist will determine how much of the period the teacher's attendance is necessary. In cases of dispute between the classroom teacher and the specialist, the Principal retains final authority.

Elementary teachers, grades K-~~46~~, will be guaranteed ~~50~~ **30** minutes of continuous preparation time each day to be used at the teacher's discretion ~~provided that it can be accomplished without increasing the staffing level. It is not the intention of the School Committee to reduce the number of minutes of prep time.~~ **Educators K-6 shall also be provided with one common planning time per week of at least 50 minutes, not scheduled concurrently with individual planning time.**

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

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

BEA #33) BEA 19.3(c) – Class Size and Assignment Amend **Article Nineteen Number 3(c)** as follows:

At the High School all teachers will be guaranteed a minimum of one (1) preparation period per day of at least 50 Minutes ~~(2 mods = 52 minutes)~~. At the Middle School all teachers will be granted a minimum of one (1) preparation period per day of at least fifty (50) minutes. Middle School educators shall also be provided with one common planning time per week of at least 50 minutes, not scheduled concurrently with individual preparation period(s).

BEA #34) BEA 19.3(e) – Class Size and Assignment Amend **Article Nineteen Number 3(e)** as follows:

Every reasonable effort will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence. No teacher will be responsible for lunch duty ~~more than twice per six day cycle.~~

BEA #35) BEA 19.3(g) – Class Size and Assignment Add new **Article Nineteen Number 3(g)** as follows:

Special Education and ELE educators will have an additional 3.5 (three and one half) hours of preparation time per week for administrative responsibilities related to Special Education or ELE mandates. Math and Literacy Specialists will have an additional 60 minutes per week of preparation time for administrative responsibilities related to progress monitoring and data entry.

BEA #37) BEA 19.4 – Class Size and Assignment Amend **Article Nineteen Number 4** as follows:

Middle and High School Schedule:

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

(b) On the basis of a ~~15-module day~~ seven-day rotation six period day, the Middle and High School Schedule academic year is as follows:

- 1) ~~Teachers~~ Educators at the High School will be available to be scheduled between the hours of ~~7:35 AM to 2:25~~ 8:00-2:25 PM. ~~Teachers are scheduled~~

45 modules of teaching per week. Teachers have 9 mods per class and five classes per week. Educators at the Middle School will be available to be scheduled between the hours of 7:55-2:25PM. Educators are scheduled 5 out of 7 blocks of student-facing time per seven-day rotation. Four (4) blocks shall be for instruction and one (1) block of non-instructional student resource time.

- 2) ~~As determined by each department, every teacher will be scheduled for one mod (26 minutes) per week of structured learning oversight. Each department will determine the activities of teachers and an appropriate mix of those.~~ The schedule will contain one “X block” per day for the High School and one “WIN block” per day for the Middle School (used as Community Block on Wednesday for the Middle School). Each High School educator will be scheduled for five “X blocks” per seven-day rotation. “X block” shall be used for the purpose of meeting with students assigned to one of their courses for instructional support as determined according to the educator’s discretion. Each educator shall meet with all their scheduled courses during “X block” once per seven-day rotation. Each Middle School educator will be scheduled for seven “WIN blocks” per seven-day rotation (one Community Block each Wednesday).
- 3) No duty time except for:
 - a. Administrative Homeroom – ~~This~~ The High School schedule does not include a dedicated homeroom period. The principal can schedule administrative homeroom when necessary to conduct the business of the school (e.g. distribution of student course descriptions, sign-up, etc.).
 - b. Administrative Emergencies - When extraordinary events at the High School require teacher assistance in duties to effectively run the building, teachers will be assigned and assist in such duties.
 - c. ~~Middle School duties shall be limited to lunch duty, extended learning, morning duty, PE Coverage and homeroom. In addition to homeroom, no Middle School educator shall be scheduled for more than 50 minutes of duties (or two days for extended learning) per seven-day schedule rotation.~~
 - d. High School duties shall be limited to hallway duty or 9th grade study hall and distributed equitably. No High School educator shall be scheduled for more than 25 minutes of hallway or 50 minutes of 9th grade study hall per seven day rotation.

- 4) ~~If any teacher is scheduled for both A and O periods on a given day, that teacher will not be required to arrive at school 15 minutes before the start of school nor leave 15 minutes after the end of school that day.~~
- 5) ~~Teaching modules will be 26 minutes long. Short blocks run 52 minutes. Long blocks run 78 minutes. Longer blocks for teachers will occur 1 per class one per week for 5 sections.~~ **Teaching blocks on Monday, Tuesday, Thursday, Friday will run 50 minutes long. On Wednesday teaching blocks will run 37 minutes long.**

BEA #38) BEA 19.5 – Class Size and Assignment Amend **Article Nineteen Number 5** as follows:

Classroom Use: Teachers will have first preference in using their classrooms after school hours. In the event that there is a request for the use of classrooms by after school groups, principals will confer with the teacher(s) before assigning rooms. In any event, classroom use will be alternated so that no one teacher is unfairly affected, and no group will be able to use any classroom for fifteen (15) minutes after the dismissal time for students. **As part of any room rental agreement, the district shall inform all non-BPS entities in writing that BPS equipment is not included in the rental agreement and may not be utilized. The district shall ensure that all workspaces and classrooms are returned to their original condition after they are utilized by a non-BPS entity.**

BEA #39) BEA 19.7 – Class Size and Assignment Amend **Article Nineteen Number 7** as follows:

Middle School Community Block/School Schedule: A Community Block shall be added to the schedule ~~on each full day~~ Wednesday. The EMS joint labor management committee shall mutually agree on the length of the community block annually.

1. The teaching blocks shall be reduced on these Wednesdays.
2. Upon mutual agreement among the EMS joint labor management parties, the Wednesday Community Block schedule may be modified.

BSC #6 and #25) 19 – Class Size and Assignment amended the language as follows, maintain other existing language:

(c) At the High School **and Middle School** all teachers will be guaranteed a minimum of one (1) preparation period per day ~~(2 mods = 52 minutes). At the Middle School all teachers will be granted a minimum of one (1) preparation period per day of at least fifty (50) minutes.~~ **equivalent to the total length of the period in a given day.**

19.4 High School Schedule:

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

assigned to teach no more than five academic courses per term. In the event that a change in the currently established course scheduling becomes necessary or desirable in the best interest of the students, the Committee agrees that any change will be undertaken only after prior consultation with representatives of the Association.

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

1) ~~Teachers will be available to be scheduled between the hours of 7:35 AM to 2:25 PM. Teachers are scheduled 45 modules of teaching per week. Teachers have 9 mods per class and five classes per week.~~

2) ~~As determined by each department, every teacher will be scheduled for one mod (26 minutes) per week of structured learning oversight. Each department will determine the activities of teachers and an appropriate mix of those. The schedule will contain one "X block" per day for the High School and one "WIN block" per day for the Middle School (used as Community Block on Wednesday for the Middle School). Each High School educator will be scheduled for five "X blocks" per seven-day rotation. "X block" shall be used for the purpose of meeting with students assigned to one of their courses for instructional support as determined according to the educator's discretion. Each educator shall meet with all their scheduled courses during "X block" once per seven-day rotation. Each Middle School educator will be scheduled for seven "WIN blocks" per seven-day rotation (one Community Block each Wednesday). "WIN block" shall be used for the purposes of providing support to students and may include, for example, instructional support, remediation, and/or enrichment.~~

Community block is a time used for community building; social emotional learning, equity and social justice; school, local, or global events; and other topics mutually agreed upon between administrators and educators. Community block is not to be used as a study hall or prep period.

3) High school educators may be assigned at least one class per day for non-academic support, e.g. X block, homeroom, or community block.

4) Student safety and the orderly function of our schools requires Unit A members to perform duties and to provide supervision of students. Accordingly, high school educators may be assigned one duty per day, including but not limited to lunch duty or bus duty. Educators are also responsible for the appropriate supervision of students, including during class time and passing time. When extraordinary events at the High School require educator assistance in duties to effectively run the building, educators will be assigned and assist in such duties. Assigned duties will not conflict with preparation time as provided in Article 19.3(c).

5) Unit members who teach at both the High School and Middle School ('crossover educators') and who are assigned to non-academic support blocks at both schools (e.g. both X block and WIN block) will not be required to perform duties, such as lunch or bus duty. They remain responsible for appropriate supervision of students, e.g. hallway duty.

~~3) No duty time except for:~~

~~a. Administrative Homeroom – This schedule does not include a dedicated homeroom period. The principal can schedule administrative homeroom when necessary to conduct the business of the school (e.g. distribution of student course descriptions, sign-up, etc.).~~

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

~~4) If any teacher is scheduled for both A and O periods on a given day, that teacher will not be required to arrive at school 15 minutes before the start of school nor leave 15 minutes after the end of school that day.~~

~~5) Teaching modules will be 26 minutes long. Short blocks run 52 minutes. Long blocks run 78 minutes. Longer blocks for teachers will occur 1 per class one per week for 5 sections.~~

BEA #40) BEA 20.1(g)3 – Meeting Schedules Amend Article Twenty Number 1(g)3 as follows:

Recognizing that the number of meetings vary from year to year based on the calendar, number of meeting days in a given year, meetings will include:

Meeting Type	Elementary	Middle	High
Building Meetings	14 15	12 13	13 14
Department Meetings	0	7	9
Curriculum Meeting	6 7	3	3
Common Planning Time (Educators)	4	4	4
Educator generated agenda	3	3	3
Early Release for Parent Conferences	8 6	7 6	3 2
Half Day for PD	2	2	3

BSC #7 and #20) BSC 20 – Meeting Schedules Amend as follows, maintain other existing language:

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

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

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

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

- (a) Every meeting will have an agenda which shall be distributed ~~at least one school day before the scheduled meeting.~~
- (b) Teachers are encouraged to submit agenda items and ideas for meetings to the administrator chairing the meeting as part of the planning process for meetings.
- (c) Memos and e-mail should be used to the greatest extent possible for routine business and communication.
- (d) Meetings start fifteen (15) minutes after the dismissal of students. Meetings should start on time and all participants should come prepared for the meetings(s).
- (e) The schedule of meetings for the year will be given to all staff at the start of the school year. It is expected that all staff will respect the schedule and make every effort to avoid conflicts.
- (f) During the school year, teachers agree to make themselves available for eleven (11) hours of meeting time for legally mandated student meetings before and/or after school to discuss the needs of their students, subject to the schedules and convenience of all meeting participants.
- (g) Meetings will be scheduled as follows:
 - 1. Every Wednesday during the school year, the calendar will be scheduled with either an early release or a ~~one-hour~~ **forty (40)** early dismissal at the

elementary schools and middle school. ~~(Achieved through the addition of ten (10) minutes to the end of the school day on Monday, Tuesday, Thursday and Friday)~~

2. Meetings on the 1-hour early dismissal Wednesdays will last for **fifty-five (55)** ~~sixty five (65)~~ minutes.¹
3. Recognizing that the number of meetings vary from year to year based on the calendar, number of meeting days in a given year, meetings will include:

Meeting Type	Elementar y	Middle	High
Building Meetings	15	13	14
Department Meetings	0	<u>6</u> 7	<u>8</u> 9
Curriculum Meeting	7	3	3
Common Planning Time (Educators)	4	4	4
Educator generated agenda	3	3	3
<u>Wednesday Parent Conferences</u>	<u>1</u>	<u>1</u>	<u>1</u>
Early Release for Parent Conferences	6	6	2
Half Day for PD	2	2	3

BEA #42) BEA 21.4 – Professional Development Amend **Article Twenty-One Number 4** as follows:

(a) There shall be a total of one half day “curriculum day” working day to be planned by the Assistant Superintendent and Directors. The “curriculum day” half day will be an early release day for students.

~~(b) PLTs may be made up of building based staff or staff from across the district.~~

~~(c) Educators are strongly encouraged to utilize the goals of the PLT as either their individual professional practice or student learning goal, or both.~~

~~(d) Educators, who are utilizing their PLT goal(s) as either their professional practice or student learning goal, or both, will determine the topic and goals of their PLT in consultation with the Building Principal or the Principal’s designee, in accordance with Appendix F – Educator Evaluation Handbook.~~

¹ This reduction in meeting minutes is tied to additional minutes in the instructional day.

~~(e) All educators, regardless of whether or not they are combining their goals, will determine the topic and goals of their PLT, and will notify their Building Principal and Assistant Superintendent of Curriculum and Instruction, or their designees, after the first PLT meeting.~~

~~(f) PLTs may be facilitated by an individual member or through shared facilitation. Decisions regarding facilitation will be at the will of the PLT member.~~

~~(g) All PLTs will share their learnings at the share-out meeting in the spring. Educators and Principals will work together to plan and organize this meeting in each building share-out meeting. PLTs with staff from across the district shall participate in one building share-out meeting." The specific building will be decided on by members of the PLT and Principals of the various buildings will be informed of the PLT's decision.~~

~~(h) Educators shall not be required to submit any work products, document artifacts, or evidence resulting from PLT, unless the PLT is also a professional practice or student learning goal; in which case, educators shall follow the requirements set forth in Appendix F Handbook for Evaluation.~~

~~(i) The District shall not be responsible for the retention of work products, documents, artifacts, or evidence resulting from the PLT. Educators shall be solely responsible for the retention of such documents as may be required by DESE for the purposes of certification/recertification.~~

BEA #43) BEA 21.6 – Professional Development Amend **Article Twenty-One Number 6** as follows:

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

BEA #44) BEA 21.7(c) – Professional Development Amend **Article Twenty-One Number 7(c)** as follows:

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

Council. The co-chair shall be a teacher and shall be elected by the members of the Council. Each BEA member of this committee shall receive a stipend of \$750 annually.

BEA #45) BEA 21.8 – Professional Development Amend **Article Twenty-One Number 8** as follows:

The district will schedule professional development opportunities differentiated by elementary, middle, and high school as well as professional development relevant to related service providers for all district-wide professional development time. In the event the district is not able to offer such differentiation, educators will be excused from the scheduled professional development and reimbursed for at least one professional development course relevant to their position(s) within the Belmont Public Schools.

BEA #47) BEA 23.5 – Curriculum Work Add new **Article Twenty-Three Number 5** as follows:

Any educator assigned a new course preparation or grade level will be released from work not less than one day per quarter in the first year of that course's instruction for the purpose of planning and preparation. Such educators shall be compensated for three additional days of work in the first year of the new course preparation or grade level.

BSC #27) 27(d) – Reduction in Force

If the Superintendent determines that further reductions in staff are necessary which affect teachers with professional status, the Superintendent shall retain, consistent with the requirements of all relevant laws, those teachers whom it determines are most qualified. If the Superintendent determines that qualifications within the disciplines set forth below are approximately equal, then the teachers with the most seniority shall be retained. The teacher's placement on the salary schedule shall not be a consideration in determining who shall be laid off following factors that will be considered in determining which teacher is to be retained include, but are not limited to: areas of competence, major and minor fields of study, quality of teacher performance, recommendations of Supervisors involved, and teacher's seniority, shall be considered in determining which teacher is to be transferred but the professional requirements of the school system will be the deciding factor on which the Superintendent, or designee, will make a determination.

BSC #28) 31.1 – Insurance and Annuities

Unit members may participate in all medical and other insurance programs provided by the Town of Belmont on the cost-sharing basis provided by the Town.

~~Effective September 1, 2007, the Town of Belmont will pay 80% of the cost of the premium for the HMO health insurance plan, and members of the bargaining unit will pay 20% of the cost.~~

~~Upon agreement by all town and school unions, the Town of Belmont will pay 75% of the cost of the premiums for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.~~

~~Subject to agreement by school and town unions, the BEA agrees to the following plan design Changes: Office visit co-pay from \$5.00 per office visit to \$15.00 per office visit Prescription Drug co-pay from \$5/ \$10/ \$25 to \$5/ \$25/ \$40~~

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

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

BEA #53) BEA 32.4 – Association Security Amend Article Thirty-Two Section 4 as follows:

The Committee shall annually make available a total of twenty-five (25) work days per year for members of the bargaining unit designated by the Association to attend MTA and other related conferences, meetings, and workshops. No individual, except the President, Vice-President, ~~or~~ Grievance Chair, **or NEA Director** may use more than three of said days in any given school year. Seven of these twenty-five (25) days shall be used for delegates to the MTA Annual Convention and/or the NEA Convention. In addition, these days can be used by those having business at arbitrations or hearings of administrative agencies. This includes witnesses, officers and committee chairmen, but not observers.

BSC #29) 32.5 – Association Security

~~The President of the Association, Grievance Chairperson and up to seven members of the PR&R Committee will be relieved of non-teaching duties, which duties will be absorbed by other staff members. The Belmont School Committee will compensate each up to of the seven members of the PR&R Committee \$450 each in lieu of release time, for a total of \$3,150. If there are fewer than seven members on the PR&R Committee, each of the PR&R Committee members shall receive \$450 and the Committee shall not be required to expend the full \$3,150.~~

BEA #55) BEA 32.9 – Association Security Add new **Article Thirty-Two Section 9** as follows:

The duly elected BEA Unit A Vice President shall be released from 0.2 FTE instructional time per day.

BEA #57) BEA 32.11 – Association Security Add new **Article Thirty-Two Section 11** as follows:

The Association shall be provided with not less than fifteen (15) minutes to meet with BEA staff in each building on the first day of the work year.

BEA #58) BEA 33.1 – Teacher Protection and Indemnification Amend **Article Thirty-Three Section 1** as follows:

Within forty-eight (48) hours teachers will inform their Principal or immediate supervisor in writing of all cases of assault or injury suffered by them in connection with their employment. Teachers may report cases of other abusive conduct and/or violations of the District's Acceptable Use Policy by which staff members are targeted within the same 48 hours. The Principal or immediate supervisor shall promptly notify the Superintendent or designee of the teacher's report and, unless the educator request otherwise, forward a copy of such report to the Association President, redacted as necessary to comply with applicable student record and/or privacy laws.

BEA #59) BEA 33.2 – Teacher Protection and Indemnification Amend **Article Thirty-Three Section 2** as follows:

The Principal, a designee, or the immediate supervisor will investigate such report and notify the Superintendent in writing. The Principal, a designee, or the immediate supervisor will promptly report the assault or injury to the proper law enforcement authorities. In circumstances where a member has been threatened with assault or other personal harm a meeting shall be scheduled with the building administrator, the impacted bargaining unit member(s), the Crisis Intervention Team, and a representative of the BEA. During this meeting the parties will establish a plan of action to return the student to an appropriate educational setting. The building administrator shall schedule a meeting with the student and the student's caretaker(s) to review the plan of action prior to the student being returned to the classroom.

BEA #60) BEA 33.9 – Teacher Protection and Indemnification Amend **Article Thirty-Three Section 9** as follows:

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

incident did not materially involve negligence or misconduct by the teacher. Whenever a bargaining unit member is absent from school as a result of injury occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary absence due to said injury) for the full elimination period for worker's compensation eligibility with a doctor's note. Such payment shall not be deducted from sick leave.

BEA #61) BEA 33.10 – Teacher Protection and Indemnification Amend Article Thirty-Three Section 10 as follows:

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

The Committee will reimburse an educator for the cost of any personal property (e.g. eyeglasses, hearing aids, medical devices, clothing, jewelry) that is damaged or destroyed during the course of one's work duties and the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties.

BEA #62) BEA 34.2(d) – Salary and Salary Payment Strike Article Thirty-Four Section 2(d) as follows:

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

BEA #63) BEA 34.2(d) – Salary and Salary Payment Add new Article Thirty-Four Section 2(d) by moving 16.3 and amending as follows:

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

BEA #64) BEA 34.2(e) – Salary and Salary Payment Add new Article Thirty-Four Section 2(e) as follows:

Bargaining unit employees whose program requires them to take graduate classes beyond 36 credits as a result of a specialized master's degree (e.g. M.S. Speech Language Pathology, MSW Master of Social Work, M.S. Occupational Therapy) shall have those additional credits recognized on the salary schedule. Physical Therapists,

Occupational Therapists, and LICSW who have received a terminal degree will be placed on the PhD column.

BEA #66) BEA 35 – Extra-Compensatory Assignments Amend the last paragraph of **Article Thirty-Five** as follows, maintain other language in this article:

An appointment to the duties and positions listed in Appendix C is subject to annual reappointment by the Superintendent. Teachers will normally be notified by June 1 ~~but no later than July 30~~ whether or not they have been reappointed for the next school year. Positions in the Belmont Summer and Evening Schools, coaching positions, and other extra-compensatory positions, other qualifications being approximately equal, will be filled first by regular appointed teachers in the Belmont School System. The decision of the Superintendent is not arbitrable.

BSC #9) 35 – Extra Compensatory Assignments

HOURLY AND NIGHTLY RATES	
ELL Summer Intake and Screening (<u>per hour</u>)	\$35.00
Extended Day Program/Tutors (per hour)	\$35.00
Extended Day Program Behavior Support Teacher (per hour)	\$35.00
Faculty Supervision of School Events (per hour)	\$20.00
Overnight Stipend (per day) *	\$110.00
<u>Work assigned by Superintendent or designee (General) completed outside of the regular school day (per hour) (e.g. planning for student programming, developing curriculum)</u>	<u>\$40.00</u>

BSC #21) 35- Extra Compensatory Assignments amend as follows:

...

An appointment to the duties and positions listed in Appendix C is subject to annual reappointment by the Superintendent. Teachers will normally be notified by ~~July 1~~ **June 15** whether or not they have been reappointed for the next school year. **Unit members who accept such appointments for assignments that begin on or before the first day of school (e.g., fall athletic coaches) must sign and return an acceptance notice within ten (10) calendar days except as otherwise agreed. Unit members who accept any other such appointment shall sign and return an acceptance notice by the first day of school for teachers. Such deadlines may be shortened or extended by mutual agreement. Failure to return an acceptance of an appointment within the specified timeline shall be considered a rejection of the appointment.**

Positions in the Belmont Summer and Evening Schools, coaching positions, and other extra-compensatory positions, other qualifications being approximately equal, will be filled first by regular appointed teachers in the Belmont School System. The decision of the Superintendent is not arbitrable.

BEA #68) BEA 39 – ~~Health and Safety School Environmental Problems~~ Rename to “Health and Safety” and amend Article 39 as follows:

The Belmont School Committee, and unions representing school employees shall establish a committee to be known as the Health and Safety Committee. The committee shall be composed of a member of, School Committee, Superintendent, Director of Human Capital, Supervisor of Buildings and Grounds, a BEA appointed representative from each building and an AFSCME bargaining unit representative. The committee shall be co-chaired by a representative from the employer appointed by the Committee and a representative from the BEA elected by the Association. The committee shall meet quarterly every month of the calendar year, or more frequently by mutual agreement.

The purpose of the Health and Safety Committee shall be to:

- discuss matters of health and safety that are of concern to the Employer and/or the Union,
- request and be present for investigations of accidents or potential unsafe conditions (including workplace and workstation evaluations), at the request of employees or supervisors
- investigate temperature and indoor air quality issues pertaining to bargaining unit members’ workplaces
- develop and implement occupational safety and health training and education programs for unit members.

Health and Safety Committee members will receive training appropriate to the nature of the health and safety issues likely to be encountered, and appropriate to the efficient and effective functioning as a committee.

Upon request by either union or employer representatives of the Health & Safety Committee, other town administrators or elected town representatives shall attend meetings of the Health & Safety Committee to review concerns relevant to their area of oversight.

Either party may submit items for the agenda to the chairpersons at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

BEA members of the Health and Safety Committee members shall receive a stipend of \$1200 and will be released time for conducting the work of the Committee.

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

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

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

BEA #69) BEA 40 – Tuition Free Attendance of Non-Resident Teacher’s Children Amend Article Forty as follows:

Effective in the **2025-2026** ~~2003-2004~~ school year, a teacher in the Belmont School System who is not a resident of the Town will have the option, at no cost of having the teacher’s child(children) attend the Belmont Public Schools subject to the following conditions:

- (a) Space available basis, as determined by the Superintendent
- (b) Limit of **twenty-five (25)** ~~twenty two (22)~~ **Unit A non-resident educators with students enrolled** ~~students~~ per school year
- (c) If more apply than there are spaces, there will be a lottery to choose students who may attend

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

BEA #70) BEA 41 – Mentor Program Amend Article Forty-One as follows:

The Belmont Public Schools has established an orientation program for all teachers new to the school system and a two year Mentor Program for beginning teachers. Year one of the Mentor Program supports educators in their first year in Belmont through a 1:1 model – each new educator has a mentor to support him/her; year two supports educators in their second year in Belmont through a cohort model – groups of year two educators meet with one Lead Mentor. **New educators of color shall be provided the opportunity to have an additional affinity-alike mentor assigned.**

Teachers new to the school system who are not beginning teachers may, at the discretion of the Superintendent, be allowed to, or required to, participate in the Mentor Program.

Teachers who serve as mentors have achieved professional status and agree to participate in training every year of their involvement in the program. In the event that mentors are not assigned mentees for the following school year, the mentors will be paid a stipend **specified in Appendix C** ~~of \$100~~ for their attendance at the annual training. Whenever possible, substitute coverage for mentors and mentees will be provided by the Committee for mutual classroom visitations.

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

Year One Mentors will be paid an annual stipend **specified in Appendix C per mentee.** ~~of \$875.~~

Year Two Lead Mentors will be paid a stipend **specified in Appendix C.** ~~of \$875.~~

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

The Year One Mentor Coordinator will be paid an annual stipend **specified in Appendix C.** ~~of \$2,000~~

The Year Two Mentor Coordinator will be paid an annual stipend **specified in Appendix C.** ~~of \$875~~

An employee who is a Peer Assistant for a colleague who has Professional Teacher Status and has been placed on an Improvement Plan or a Directed Growth Plan shall be paid **an annual stipend specified in Appendix C.** \$875.

BEA #72) BEA 43.4 – Joint Labor-Management Committee Add new Article Forty-Three Section 4 as follows:

Annually on or about May 1 there shall be a joint working group to solicit and review staff feedback on building principals. Information that identifies individual staff members shall be collected in a severable format.

BSC #10) 43 – Joint Labor-Management Committee add the following:

The parties shall form a working group to study and further define the purpose and goals of Joint Labor-Management Committees and Meetings, including, but not limited to: defining the purpose of meetings, defining what issues should be discussed, defining what issues should not be discussed.

The group shall have equal parts representation from the BEA and School Administration: At least 1 BEA member from the elementary level, 1 BEA member from Chenery, 1 BEA member from BMS, 1 BEA member from BHS, 1 Administrator (or designee) from the elementary level, 1 Administrator (or designee) from Chenery, 1 Administrator from BMS, and 1 Administrator (or designee) from BHS.

The stated purpose and goals must be approved by the Superintendent and the Belmont Education Association before being implemented.

No extra-compensatory payment will be made to group members for this work.

BEA #73) BEA 44 – Academic Freedom Amend Article Forty-Four as follows:

The Committee and the Association recognize that teaching is a professional endeavor, and recognize that educator autonomy and diversity of approach promote creative growth and student achievement. Therefore the Curriculum Subcommittee of the School Committee ~~will make every reasonable effort to include educator voice in the work of the subcommittee~~ shall allow teachers to exercise discretion in determining, within established guidelines, the organization, pedagogy, curriculum, student assessment and presentation of a course of study. Alleged violations of this provision shall be brought to the Superintendent and, if not resolved, to the Curriculum Subcommittee of the School Committee, and shall not be subject to the grievance or arbitration provisions of this agreement.

BEA #74) BEA 45(a) – Diversity, Hiring, and Retention Amend Article Forty-Five Section a as follows:

District-wide, building based, and new employee orientation shall include components on diversity and at least one staff professional half day shall be devoted to diversity. The BPS will offer restorative justice training to all members who are expected by district policy to implement or assist in the implementation of restorative justice. Additionally, the district shall employ not less than one district-wide restorative justice coach.

BEA #75) BEA 45(b) – Diversity, Hiring, and Retention Amend **Article Forty-Five Section b** as follows:

The district will continue to implement building-based Equity Teams and a District Equity Team that meet at least once per month to discuss issues of equity, diversity and inclusion. **Each member of the building and district equity team shall receive an annual stipend of \$750.**

BEA #76) BEA 45(c) – Diversity, Hiring, and Retention Amend **Article Forty-Five Section c** as follows:

The district shall create a new Diversity Equity and Inclusion (DEI) Hiring and Retention Team, led by the Director of DEI, who shall chair the Team and has final authority on recommendations to the Superintendent of any matters addressed by the Team. **BEA members of the DEI hiring team shall select a co-chair from among their members.**

The district will provide an annual pool of \$21,000 for stipends distributed to all BEA members of the district Affinity Group, who elect to join the DEI Hiring and Retention Team as compensation for the following types of activities when requested by the Director of DEI or designee:

- Liaison to and supporting the work of the BPS DEI Director
- Consulting with the district-wide Equity Committee
- Networking and attending diversity job fairs and events to help attract candidates of color and create a more diverse workforce
- Lead and support affinity groups for faculty and staff
- Participating in interview teams
- Drafting and annual report of the district's diversity in hiring

The parties shall endeavor to include no less than one member from each building and to include participants from all BEA bargaining units. Each individual annual stipend shall not exceed \$3,000. In the event less than 7 individuals elect to join the DEI Hiring and Retention Team in a given year the district shall not be obligated to expend the full \$21,000. The work related to hiring activities included under this stipend may occur over the summer.

~~With the exception of any claim regarding a stipend payment, grievances filed under this Article are not subject to arbitration~~

BSC #22) 45 – Diversity, Hiring, and Retention amend Section c as follows:

The district shall create a ~~new~~ Diversity Equity and Inclusion (DEI) Hiring and Retention Team, led by the Director of DEI **W, or other designee of the Superintendent,** who shall

chair the Team and has final authority on recommendations to the Superintendent of any matters addressed by the Team.

The BEA President may nominate up to 4 unit members to join the DEI Hiring and Retention Team in a given year. The DEIW Director may nominate up to 3 individuals to join the DEI Hiring and Retention Team in a given year. The DEIW Director may select one the unit members nominated under this paragraph to the position of co-Chair. Additional BEA members of the district Affinity Group may also elect to join the DEI Hiring and Retention Team, voluntarily.

The district will provide an annual pool of \$21,000 for stipends distributed to all BEA members ~~on of the district Affinity Group, who elect to join the DEI Hiring and Retention Team~~ as compensation for the following types of activities when requested by the Director of DEIW or designee:

- Liaison to and supporting the work of the BPS DEIW Director
- Consulting with the district-wide Equity Committee
- Networking and attending diversity job fairs and events to help attract candidates of color and create a more diverse workforce
- Lead and support affinity groups for faculty and staff
- Participating in interview teams
- Drafting and annual report of the district's diversity in hiring

The parties shall endeavor to include no less than one member from each building and to include participants from all BEA bargaining units. Each individual annual stipend shall not exceed \$3,000. In the event less than 7 individuals elect to join the DEI Hiring and Retention Team in a given year the district shall not be obligated to expend the full \$21,000. **In the event more than 7 unit members are on the DEI Hiring and Retention Team in a given year (including but not limited to those nominated by the BEA, those nominated by the DEIW Director, and those who volunteer on their own) the full \$21,000 will be distributed equally among all such unit members. If a co-Chair is elected, that person's stipend shall be the same as all other unit members and shall be deducted from the \$21,000.** The work related to hiring activities included under this stipend may occur over the summer.

With the exception of any claim regarding a stipend payment, grievances filed under this Article are not subject to arbitration.

BEA #78) BEA Appendix B –Pay Scale Amend Appendix B as follows:

Effective September 1, 2025 eliminate step 1 and create a new step 14 at \$2,000 above the current step 14. Increase the salary scale by 3%. Bargaining unit members shall retain their step number from the 2024-2025 school year for the 2025-2026 school year.

BEA Unit A 2025-2026 Salary Scale							
	B	B+15	M	M+15	M+30	M+45	<u>M+60/PH</u> D
1							
<u>1</u> 2	61,517	62,652	66,067	67,775	69,631	71,642	73,652
<u>2</u> 3	64,301	65,474	69,082	70,822	72,753	74,831	76,912
<u>3</u> 4	67,088	68,292	72,094	73,875	75,868	78,019	80,178
<u>4</u> 5	69,874	71,116	75,106	76,920	78,991	81,213	83,441
<u>5</u> 6	72,660	73,933	78,119	79,974	82,111	84,404	86,705
<u>6</u> 7	75,444	76,759	81,131	83,021	85,233	87,590	89,969
<u>7</u> 8	78,236	79,580	84,146	86,075	88,350	90,779	93,229
<u>8</u> 9	81,019	82,401	87,158	89,122	91,469	93,972	96,495
<u>9</u> 10	83,807	85,222	90,172	92,174	94,592	97,160	99,756
<u>10</u> 11	89,848	91,343	93,187	95,222	97,710	100,349	103,021
<u>11</u> 12	96,687	98,262	99,735	101,864	104,473	107,251	110,049
<u>12</u> 13	96,994	98,566	107,391	109,610	112,339	115,257	118,182
<u>13</u> 14	103,966	105,893	115,360	117,958	121,087	124,412	127,743
<u>14</u>	106,026	107,953	117,420	120,018	123,147	126,472	129,803

Effective September 1, 2026, increase all steps on the salary scale by 5%

BEA Unit A 2026-2027 Base Salary Scale							
	B	B+15	M	M+15	M+30	M+45	<u>M+60/PH</u> D
1	64593	65785	69370	71164	73113	75224	77335
2	67516	68748	72536	74363	76391	78573	80758
3	70442	71707	75699	77569	79661	81920	84187
4	73368	74672	78861	80766	82941	85274	87613
5	76293	77630	82025	83973	86217	88624	91040
6	79216	80597	85188	87172	89495	91970	94467
7	82148	83559	88353	90379	92768	95318	97890
8	85070	86521	91516	93578	96042	98671	101320

9	87997	89483	94681	96783	99322	102018	104744
10	94340	95910	97846	99983	102596	105366	108172
11	101521	103175	104722	106957	109697	112614	115551
12	101844	103494	112761	115091	117956	121020	124091
13	109164	111188	121128	123856	127141	130633	134130
14	111327	113351	123291	126019	129304	132796	136293

Effective September 1, 2027, increase all steps on the salary scale by 5%

BEA Unit A 2027-2028 Base Salary Scale							
	B	B+15	M	M+15	M+30	M+45	<u>M+60/PH</u> D
1	67822	69074	72839	74722	76768	78985	81201
2	70892	72185	76163	78081	80210	82501	84795
3	73965	75292	79484	81447	83644	86016	88396
4	77036	78405	82804	84804	87088	89537	91994
5	80108	81511	86126	88171	90527	93055	95592
6	83177	84627	89447	91531	93969	96568	99191
7	86255	87737	92771	94898	97406	100084	102785
8	89323	90847	96092	98257	100845	103604	106386
9	92397	93957	99415	101622	104288	107119	109981
10	99057	100706	102739	104982	107725	110635	113581
11	106597	108334	109958	112305	115181	118244	121329
12	106936	108669	118399	120845	123854	127071	130296
13	114623	116747	127184	130049	133498	137164	140837
14	116894	119018	129456	132320	135770	139435	143108

Salary

...

Any unit member receiving a \$300 stipend for holding two Masters, prior to September 2008, and not eligible to be moved to M+45, will continue to receive that stipend until they have reached M+45.

~~The incumbent Head Librarian during the term of the agreement in force from September 1, 2011 to August 31, 2014 shall be grandfathered in her receipt of additional wages in the amount of \$2000 per year for the duration of her time employed in that position in the Belmont Public Schools. Upon the date of her departure from that position, that \$2000 payment of additional wages shall not be paid to any other employee assuming the position of Head Librarian.~~

K-12 Performing Arts Teacher who are expected to lead more than FIVE (5) evening or weekend performances per year will receive an additional stipend of \$750.

~~Ratification bonus: A one time, non base building payment of \$500 for all Unit A members following ratification (June 2022).~~

BEA #79) BEA Appendix C –Extra Compensation Assignments Amend Appendix C as follows:

Effective September 1, 2025 increase all stipends by 5%

Effective September 1, 2026 increase all stipends by the same percentage as the salary scale in Appendix B.

Effective September 1, 2026 increase all stipends by the same percentage as the salary scale in Appendix C.

BSC #11) Appendix C – Extra Compensation Assignments

The parties shall form a working group to study and create a new approach to extra compensatory stipends.

The group shall have equal parts representation from the BEA and School Administration: At least 1 BEA member from the elementary level, 1 BEA member from Chenery, 1 BEA member from BMS, 1 BEA member from BHS, 1 Administrator (or designee) from the elementary level, 1 Administrator (or designee) from Chenery, 1 Administrator from BMS, and 1 Administrator (or designee) from BHS.

This group's charge will be to recommend new stipends, stipend amounts, assignment process, and pay process before being implemented as a pilot for the 2025-2025

school year. This proposed group shall reassemble by January, 2026 to review the pilot and make any additional recommendations.

The *final* model must be approved by the Superintendent and the Belmont Education Association no later than May 30, 2026 for implementation in subsequent years.

No extra-compensatory payment will be made to group members for this work.

BEA #80) Appendix D – Update to reflect current practice

BEA #81) Appendix E – Eliminate, replace with BEA proposed amendments to Article 9.1

BSC #12 and #35) Appendix E amend as follows:

Two laws govern parental leave in Massachusetts: 1. Massachusetts Maternity ~~Parental~~ Leave Act (M~~M~~MPLA) State law 2. Family Medical Leave Act (FMLA) Federal Law

...

[Insert revised summary of FMLA and MPLA]

...

As provided by law, FMLA and sick leave run concurrently.

As provided by law, the district may exercise its obligation under federal FMLA statute to designate leave when it possesses credible evidence that it is a qualifying situation, regardless of employee preference.

Replace current language with:

Parental leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act, Chapter 149, Section 105D (“MPLA”), and the Family and Medical Leave Act, 29 USC § 2601 et seq. (“FMLA”). Whenever possible, such statutory leave shall run concurrently with leaves taken under the terms of this Agreement. See Article Nine. The district may designate leave as statutory leave in accordance with the MPLA, FMLA or other applicable law, when it possesses credible evidence that it is a qualifying situation, regardless of employee preference.

The Superintendent or designee will maintain and make available to employees an informational reference that outlines applicable Federal and State statutes.

Health insurance benefits are maintained throughout an MPLA and/or FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Belmont Public Schools pays the employer portion of the premiums. In the event that the Belmont Public Schools permits an employee to take an extended parental leave of absence (longer than 12 weeks) the employee may

maintain his/her insurance, however he/she is responsible for the entire cost of the health insurance.

Appropriate medical certification and/or a fitness to return-to-duty certification from a medical provider may be required.

The BEA Unit A contract allows employees with professional status to take an extended parental leave (unpaid), which is beyond the scope of this policy. Please refer to the Unit A contract for specific information related to this topic.

BSC #13) Appendix F amend as follows, maintain other existing language:

22) General Provisions

A) The following chart of responsibilities lists who may serve as evaluators of Educators:

<u>Educator</u>	<u>Evaluator</u>
High School	<u>Curriculum Director, Principal or Assistant Principal (Primary Evaluators and Contributing evaluators)</u>
...	
Middle School	
Grade 6 , 7, 8	Curriculum Director, Principal or Assistant Principal <u>(Primary evaluators and Contributing evaluators)</u>
...	
<u>Upper Elementary School</u>	
Grade <u>4</u> , 5, <u>and 6</u> ,	Principal or Assistant Principal <u>(Primary evaluator) and Curriculum Coordinator or Team Chair (Contributing evaluator)</u>
...	
Elementary Schools	
<u>Grade K-3</u> Classroom	<u>Principal or Assistant Principal (Primary evaluator) and Curriculum Specialist or Team Chair (Contributing evaluator)</u>

BSC #36) Appendix F – Handbook for Evaluation

EDUCATOR EVALUATION PROCEDURE OF UNIT A PERSONNEL IN BELMONT WITH FORMS,
SMART GOALS AND RUBRICS

June 10, 2013

Amended November 20, 2015

Amended September 1, 2017

Amended September 1, 2021

Amended September 1, 2025

Note: Any deadlines designated below that fall on a Saturday will be recognized on the following Monday. Any deadlines designated below that fall on a Sunday will be recognized on the following Tuesday.

BSC #37) Incorporate MOAs/MOUs/Side Letters as follows:

- Morning Monitor stipend for Belmont High School (*MOA 09/2024-06/2025*)
- Challenger Geometry stipend for Belmont Middle School (*MOA 09/2024-06/2024*)
- Team Chair stipend for Belmont High School (*MOA 09/2024-06/2024*)
- METCO “Stay and Play” stipend for Elementary and Upper Elementary Schools (*MOA 09/2024-06/2024*)
- Chemical Safety Officer stipend for Belmont High School (*MOA 09/2024-06/2024*)
- “Installation and Use of Security Cameras in BPS” (*MOA, 09/18/2024*)
- “Directors’ Sectioning Grid” at Belmont High School (*MOA, 06/2024*)

TENTATIVE AGREEMENTS

BEA #1) Housekeeping

Extend agreement by three years.

Rename “teachers” to “bargaining unit members” throughout.

Gender neutral references throughout.

Clean up agreement during main table negotiations to move items to more appropriate locations in the contract.

Reorder and rename articles in order to align the sequence of all four BEA contracts.

Ensure all stipends are incorporated in the stipend chart, change all incorporations of stipends in the text of the agreement to references to the stipend chart.

BSC #1) 6.2 – Sick Leave amend as follows:

A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the employee is capable of resuming the responsibilities of their position may be required after an absence exceeding five (5) consecutive school days **(part of all of a school day)** or ten (10) intermittent school days **(part or all of a school day)** due to personal illness.

BEA #3) BEA 7.1 – Sick Leave Bank Amend **Article Seven Section 1** as follows:

A sick leave bank **has been established**, for use by eligible **educators** ~~teachers~~ covered by this Contract who have exhausted their own sick leave and who have serious illness; ~~has been established.~~ **The sick leave bank shall be maintained at a maximum of three (3) days for each bargaining unit member (across all BEA units) entitled to participate in the sick leave bank.**

The Sick Leave Bank may also cover up to ten (10) days per year to care for a family member with a serious medical condition as defined by the Family and Medical Leave Act (FMLA). To be eligible for the sick leave bank to care for a family member, the leave must be approved pursuant to the FMLA and run concurrently with any FMLA or other statutory Leave. All other requirements and conditions of the sick leave bank, including the approval process, apply.

TA 5/15/25

BEA #5) BEA 7.8 – Sick Leave Bank Amend **Article Seven Section 8** as follows:

Upon retirement, members of the unit may elect to contribute up to ten (10) ~~one (1)~~ of their unused sick days to the Bank.

BEA #6) BEA 7.9 – Sick Leave Bank Amend Article Seven Section 9 as follows:

The Sick Leave Bank referred to above is a consolidated bank consisting of contributions from ~~both Unit A, and Unit B,~~ Unit C, and Unit D members and is designed for the benefit of ~~both Unit A, and Unit B,~~ Unit C, and Unit D members.

BEA #9) BEA 8.5 – Recommendation Letters Amend Article Eight Section 5 as follows:

Given that teachers at the middle and high school write private school and college recommendations, teachers that write fifteen (15) or more recommendations are entitled to a professional days per year to write said recommendations with the prior scheduling approval of the building principal.

BEA #19) BEA 15.7 – Work Day Add new Article Fifteen Section 7 as follows:

To the extent reasonably practicable, educators shall have access to secure, designated space in each of the school building to which they are assigned to store personal items such as purses or bags.

BEA #36) BEA 19.3(h) – Mileage Add new Article Nineteen Section 3(h) as follows:

Mileage Allowance: Bargaining unit members who are required to use their automobiles for authorized employment-related travel to professional development opportunities or authorized work-related responsibilities shall be compensated at the IRS rate. Educators who are assigned to more than one work location shall be compensated at the IRS rate for in district travel between worksites. Such mileage reimbursements shall not be available for in-district travel for other reasons, such as meetings or professional development. Educators shall submit for mileage allowance in a form or other means, as directed by the Superintendent or designee. Educators must submit all mileage allowance requests for the time period of July 1 through December 31 by no later than January 10 of the following year; all mileage allowance requests for the time period of January 1 through June 10 must be submitted by June 15 and all mileage allowance requests for the time period of June 16 through June 30 must be submitted by noon on June 30.

BSC #6) 19.4(a) – Class Size and Assignment amended the language as follows, maintain other existing language:

In cases of unfilled vacancies where educators may volunteer to teach additional sections of a course in lieu of a personal preparation period or a lunch such that they would exceed the above limits, a salary adjustment equaling 20% of their salary for each additional 0.2 FTE will be applied. Such additional assignments may be for one school year in duration only, during which the Building Principal will endeavor to hire a permanent replacement. While educators may volunteer, the Superintendent or designee has the final decision on whether to accept the educator. No educator may be required to accept such an assignment.

BEA #41) BEA 21.3 – Professional Development Amend **Article Twenty-One Number 3** as follows:

At the High School, four (4) release days will be provided. The first of these release days shall coincide with the first day of school, ~~with the exception of grade 9.~~ Reference: meeting schedule Calendar addendum see MOA Section 4 June 2011

BEA #48) BEA 27.2 – Reduction in Force Amend the first paragraph of **Article Twenty-Seven Number 2** as follows, maintain other existing language in this section:

For purposes of this Article "disciplines" shall be as follows: (1) Elementary Grades ~~PreK-6 K-4 and Grades 5 and 6 in Middle School~~; (2) English; (3) ~~World Foreign~~ Languages within the certification; (4) Mathematics; (5) Science within the certification; (6) Social Studies; (7) English Language Learners; (8) Nurses; (9) Technology/Engineering ; (10) Art; (11) Music; (12) Physical Education; (13) Guidance; (14) Psychologist; (15) Reading; (16) Special Education; (17) Speech & Language Pathologist; (18) Library/Media Specialist; (19) Health Education; (20) Theater Arts ; (21)) School Social Worker

BEA #65 and BSC #30) BEA 34.4 – Salary and Salary Payment Amend **Article Thirty-Four Section 4** as follows:

Teachers shall receive their first paycheck on the ~~Friday~~ ~~Wednesday~~ of the first full week of classes and on every other ~~Friday~~ ~~Wednesday~~ thereafter in a sum equal to 1/26th of their annual salary. Not later than the last workday in June each year, teachers shall receive a lump sum payment of the balance of their annual salary due for the fiscal year, except that teachers who are not returning to Belmont for the following year will not receive their paycheck until the principal certifies that all professional responsibilities have been fulfilled.

Salary shall be pro-rated for partial years worked. To the extent an educator works less than a full school year and payment under this salary payment provision results in the educator being overpaid. The Parties agree that the District shall reduce the educator's final paycheck in an amount equal to the overpayment, except as otherwise agreed by the Association President and the Superintendent or their designees. The Parties agree

that if the District is unable to recover the full amount of the overpayment from the final paycheck, **the District retains their right to pursue repayment via other means.**

BSC #34) Appendix D – Compensation for Professional Growth Guidelines

...

In-District Course Work

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

WITHDRAWN PROPOSALS

BSC #15) Sick Leave

Teachers shall receive fifteen (15) days sick leave per school year with unlimited accumulation. Sick Leave days may be used for absence due to illness of a member of the teacher's immediate family or household. **For the purpose of this article "immediate family" is defined as the employee's spouse, domestic partner, or child.** These days would be taken out of the teacher's fifteen (15) personal sick days.

BEA #4) BEA 7.5 – Sick Leave Bank Amend Article Seven Section 5 as follows:

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

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

BSC #2) 7- Sick Leave Bank

7.3 ~~The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days.~~ **There shall be an annual limit of 90 days within a given year and a lifetime cap of 180 days within a career to be drawn from the sick bank for each employee.**

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

Withdrawn 5/15/25

BEA #8) BEA 8.4 – Personal Day Approval Amend Article Eight Section 4 as follows:

Approval must be obtained from **a member's immediate supervisor** ~~the Superintendent~~ to take an excused leave attached to a vacation week. **The superintendent shall not deny requests for leave related to travel for major life events and milestone celebrations including but not limited to weddings, graduations, significant extended family gatherings, etc.**

BEA #10) BEA 8.6 – Religious Leave Add new **Article Eight Section 6** as follows:

Annually, educators shall be entitled to two (2) days of excused leave with pay for any major religious observance not already a school holiday.

BEA #12) BEA 9.2(b) – Career Leave Amend **Article Nine Section 2(b)** paragraph 1 as follows, maintain other existing language in this section:

A leave of absence to explore other career possibilities will be available to teachers with professional status. Application should be filed as soon as practical during the school year preceding the year in which the leave is to be effective and must be filed by June 1. No leave already granted may be withdrawn after May 1 if the replacement for the teacher on leave has been accepted by the Superintendent, or if a Letter of Intent has been issued in the event the Superintendent has not appointed a replacement. All leaves will be for a term of **one half year**, one year or two years commencing September 1. A teacher is entitled to the two-year leave so long as the teacher requests the leave at the outset of the leave and the teacher can show at the time of application that said leave will benefit the district.

BEA #13) BEA 10.5 – Bereavement Leave Add New **Article Ten Section 5** as follows:

For funerals requiring travel outside of the metro Boston area, educators will be granted two (2) travel days with pay in addition to the limits specified above.

BSC 15) 10 – Bereavement Leave

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

10.2 **For purposes of this article "immediate family" is defined as the teacher's spouse, domestic partner, child, parent or sibling employee's spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, spouse of a sibling or child, aunt, uncle, niece, nephew, domestic partner, or other member of the teacher's immediate household.**

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

~~10.4~~ In accordance with the provisions of Section ~~1~~ **2** above, one (1) day of leave will be allowed to attend the funeral service or other obligations in the case of the death of a relative or close friend not otherwise included in this Article.

BEA #14) BEA 11.2(e) – Sabbatical Leave Amend **Article Eleven Section 2(e)** as follows:

The intent to apply for sabbatical leave shall be filed by February 1. By March 1, a specific application with the program and/or expected university (if applicable) will be submitted to the Superintendent. **When such applications are received the Superintendent shall grant not less than one per year. The School Committee's annual budget shall reserve funding to grant not less than one sabbatical leave per year for a Unit A member.** The final decision by the School Committee will be made by the first meeting in April.

BSC #17) 14.5 – School Year

Teachers new to the system may be required to report to their new assignment ~~two~~ **three (3)** week days prior to the start of the normal teacher work year. A teacher transferred from one building to another shall meet with the Principal about the teacher's new assignment and orientation to building procedures prior to the beginning of the school year

BEA #18) BEA 15.6 – Work Day Add new **Article Fifteen Section 6** as follows:

The district shall employ a district-wide crisis team. Data collected by this team will be shared with the Association.

BEA #20) BEA 15.8 – Work Day Add new **Article Fifteen Section 8** as follows:

The minimum number of reasonably adult-accessible bathrooms per school employee is one bathroom for every 15 employees. All bathrooms will be cleaned not less than twice during the student day.

BSC #18) 16.4 - Teacher Assignment, Credentials, and Background Checks add new 16.4 as follows:

Unit members shall complete and sign a CORI request form and submit to a CORI check at least every three (3) years or as required by law. Unit members also shall complete a fingerprint test, upon hiring, in accordance with M.G.L. c. 71, §38R and/or other applicable law. Unit members must inform the Superintendent or designee within 48 hours of any arrest or criminal charges. Any personnel actions resulting from information acquired from a CORI or fingerprint report or report of arrest shall be conducted in compliance with the Collective Bargaining Agreement, as well as all State and Federal laws and all regulations promulgated under those laws.

BSC #19) 17 – Teacher Transfer amend as follows:

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

Definitions:

- a. A change in assignment occurs when an elementary educator is moved from one grade level to another within the same building or a subject-based educator is moved from one subject to another, so long as a teacher is licensed to do so. Changes in building assignment for specialists, case-load educators, and other unit members assigned to District-wide positions (e.g., ELL teachers, special education teachers, and counselors) shall not be considered a change in assignment or transfer.**
- b. A transfer is a change from one building to another for reasons other than a reduction in force. Transfers and changes in assignment due to a reduction in force are addressed in Article 28.**
- c. A change in FTE shall not be considered a transfer under this article. Nor shall a change in FTE across buildings be considered a transfer under this article.**
- d. For purposes of this article, Belmont Middle-High School shall be considered one school building.**

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

[...]

17.3 When involuntary transfers are necessary **factors that will be considered in determining which teacher is to be transferred include, but are not limited to: areas of competence, major and minor fields of study, quality of teacher performance, recommendations of Supervisors involved, and teacher's seniority,** shall be considered in determining which teacher is to be transferred **but the professional requirements of**

the school system will be the deciding factor on which the Superintendent, or designee, will make a determination. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or designee, at which time the teacher will be notified of the reasons of transfer. A teacher will have a right to respond in writing to involuntary transfer assignments. Such response will be included in the personnel file of the teacher, if so requested.

BSC #8) 21 – Professional Development

21.4 Curriculum Days

(a) There shall be a total of ~~one half day~~ **two (2)** “curriculum day” **full** working days to be planned by the ~~Assistant Superintendent and Directors~~ **Superintendent, or designee**. The “curriculum day” ~~half day~~ will be an early release **“no school”** day for students.

~~(b) PLTs may be made up of building-based staff or staff from across the district.~~

~~(c) Educators are strongly encouraged to utilize the goals of the PLT as either their individual professional practice or student learning goal, or both.~~

~~(d) Educators, who are utilizing their PLT goal(s) as either their professional practice or student learning goal, or both, will determine the topic and goals of their PLT in consultation with the Building Principal or the Principal’s designee, in accordance with Appendix F – Educator Evaluation Handbook.~~

~~(e) All educators, regardless of whether or not they are combining their goals, will determine the topic and goals of their PLT, and will notify their Building Principal and Assistant Superintendent of Curriculum and Instruction, or their designees, after the first PLT meeting.~~

~~(f) PLTs may be facilitated by an individual member or through shared facilitation. Decisions regarding facilitation will be at the will of the PLT member.~~

~~(g) All PLTs will share their learnings at the share-out meeting in the spring. Educators and Principals will work together to plan and organize this meeting in each building share-out meeting. PLTs with staff from across the district shall participate in one building share-out meeting.” The specific building will be decided on by members of the PLT and Principals of the various buildings will be informed of the PLT’s decision.~~

~~(h) Educators shall not be required to submit any work products, document artifacts, or evidence resulting from PLT, unless the PLT is also a professional practice or student learning goal; in which case, educators shall follow the requirements set forth in Appendix F Handbook for Evaluation.~~

(i) ~~The District shall not be responsible for the retention of work products, documents, artifacts, or evidence resulting from the PLT. Educators shall be solely responsible for the retention of such documents as may be required by DESE for the purposes of certification/recertification.~~

BEA #46) BEA 22 – New Initiatives Amend the last paragraph of **Article Twenty-Two** as follows, maintain other existing language in this article:

Staff who pilot materials and programs will participate in the evaluation of those materials and programs. Evaluation reports will be shared with the Steering Committee Chair, members of the Steering Committee, and teachers responsible for the learning area affected. ~~The Steering Committee will allow for at least ten (10) school days to receive and review teacher reactions to evaluation data prior to finalizing the recommendation to the School Committee regarding the adoption of materials and/or programs.~~ Evaluation data will be made available to all interested parties. In addition, once programs have been adopted, evaluation in a variety of forms will continue to determine the effectiveness of such programs. **When the Committee implements any new initiative related to technology, curriculum, or other workplace systems the Association shall be provided not less than six (6) months' notice prior to any change occurring. The Committee shall allocate an amount not less than the cost of the new initiative for stipends for all impacted members of the Belmont Education Association. The distribution of such stipends shall be negotiated by the Committee and the Association.**

BEA #49) BEA 30.2 Agency Fee and Payroll Deductions Amend **Article Thirty Section 2** as follows:

The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of appropriately signed dues and credit union deduction cards, monthly deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, **and** the National Education Association ~~and/or Century Bank – Educator's Division, and United Way~~ as designated thereon. Teachers are also entitled to have payroll deductions made to a Credit Union or a designated bank. **For any bargaining unit employee who voluntarily participates in the Union's scholarship or Committee on Political Education (COPE) program, the Employer shall provide payroll deductions from those bargaining unit employees and transmit funds accordingly to the Union.**

BEA #50) BEA 30.5 Agency Fee and Payroll Deductions Amend **Article Thirty Section 5** as follows:

The Committee agrees to provide for payroll deduction of individual premium payment for disability insurance, with premium costs to be paid by the employee. **Outside vendors who solicit bargaining unit members shall be mutually approved by the**

Committee and the Association. The Committee shall not permit outside vendors who have not been mutually approved to solicit on school grounds. The Committee shall make reasonable efforts to prevent outside vendors who have not been mutually approved from soliciting via electronic systems maintained by the Committee. The Parties recognize, however, that school addresses and electronic mail addresses are public records and the Committee is unable to prevent all solicitations by vendors. These vendors shall include the MTA and any other vendors as identified by the Town.

BEA #51) BEA 31.7 – Dental Insurance Add new Article Thirty-One Section 7 as follows:

Effective January 1, 2026 the Town of Belmont will pay 80% of the cost of the premium for the dental health insurance plan, and members of the bargaining unit will pay 20% of the cost.

BEA #52) BEA 31.8 – Flexible Spending Plans Add new Article Thirty-One Section 8 as follows:

Flexible Spending Plans:

a. Effective January 1, 2026, the employer shall pay 100% of administrative fees for the Medical Flexible Spending and Dependent Care Flexible Spending accounts which shall include any administrative fee of the debit card system.

BEA #54) BEA 32.6 – Association Security Amend Article Thirty-Two Section 6 as follows:

The Belmont Education Association President shall be released from 0.6 FTE instructional time per day. who has been assigned to the High School or Middle School will be relieved of two teaching classes or, at the option of the President, a mutually agreed upon equivalent time. If the President is assigned to the elementary school, the President shall be given a clerk aide for 15 hours per week and shall be released from two hours of instructional time per day or an equivalent time per agreement of the parties. At the Middle School, if it is not possible to locate a teacher to fill the 2/5 position, the parties will mutually agree on an alternative such as the clerk aide described for the elementary level. To fund the expenses caused by this paragraph, the Belmont Education Association will pay the cost of the replacement employee for the President to the extent the employee is replacing the President's workload but in any event not more than sixty (60) forty (40) percent of the lowest paid unit member qualified to replace the President's workload. President's salary.

BEA #56) BEA 32.10 – Association Security Add new Article Thirty-Two Section 10 as follows:

The Association shall be entitled to a non-voting member of the Belmont School Committee. The Association shall provide the Committee with notice of the individual who has been appointed to fill this seat not later than twenty-four (24) hours after receiving the agenda for each meeting.

BEA #67) BEA 36 – Longevity Add the following to **Article Thirty-Six**:

The salaries of the bargaining unit who have completed the required length of service in Belmont will be increased calculated on base salary as follows effective September 1, ~~2025~~2021:

10 15 Years	\$2,000 <u>3.5%</u>
15 20 Years	\$2,300 <u>4.5%</u>
20 25 Years	\$3,200 <u>5.5%</u>
25 30 Years	\$3,400 <u>6.5%</u>

Longevity payments will be made on or before December 1 of each year.

BSC #21) 36 – Longevity

The salaries of the bargaining unit who have completed the required length of service in the bargaining unit by the first day of school in Belmont will be increased as follows effective September 1, 2021:

15 Years	<u>in unit</u> \$2,000
20 Years	<u>in unit</u> \$2,300
25 Years	<u>in unit</u> \$3,200
30 Years	<u>in unit</u> \$3,400

BSC #40) Tuition Free Attendance of Non-Resident Teacher’s Children amend as follows:

Beginning in the 2025-2026 school year, the District will no longer accept non-resident children of teachers pursuant to this article. Students who have already begun attending the Belmont Public Schools pursuant to this Article, and their siblings, will be permitted to attend school through grade twelve (12) subject to the rules and regulations that apply to Belmont residents. Nothing herein prevents unit members and their families from seeking enrollment in the Belmont public schools through other means, such as the METCO and school choice programs, as available.

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

- ~~(a) Space available basis, as determined by the Superintendent~~
- ~~(b) Limit of twenty-two (22) students per school year~~
- ~~(c) If more apply than there are spaces, there will be a lottery to choose students who may attend~~

~~Once a child is accepted, so long as the teacher is employed in the Belmont Public Schools, the child shall be allowed to attend school through grade twelve (12) subject to~~

~~the rules and regulations that apply to Belmont residents. In addition, every reasonable effort will be made to place siblings in the same school if the parent so requests.~~

BEA #71) BEA 43.3 – Joint Labor-Management Committee Add new **Article Forty-Three Section 3** as follows:

The Association and the School Committee will meet not later than October of 2025 to begin the process of redistricting Belmont elementary schools. These meetings shall occur in open session with unlimited time for public comment to ensure full community participation. The district will redraw the K-3 elementary neighborhoods such that students can remain in their nearest neighborhood school rather than being bussed to other schools, and such that areas zoned for multifamily housing are not excluded from their nearest neighborhood school. Redistricting will support more consistent, even enrollment across elementary schools, increasing enrollment at the Burbank School, and reducing the need to transfer staff between schools. Redistricting will also reduce costs incurred for bussing when students are moved from overcrowded schools to the Burbank, and relieve the concurrent hardship on families, which currently fall disproportionately on newcomer English Learners.

BEA #77) BEA 47 – Just Cause Create new **Article Forty-Seven** by moving the following from Section 24.3 and amending as follows:

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