

COLLECTIVE BARGAINING AGREEMENT

between

BOSTON TEACHERS UNION
LOCAL 66 AFT, AFL-CIO



and

**NEIGHBORHOOD HOUSE
CHARTER SCHOOL**

UNIT A & B

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CHARTER SCHOOL
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WEINGARTEN RIGHTS

OUR RIGHTS ON THE JOB

Everyone wants smooth working relationships, but problems arise in every workplace. As BTU members, we have the right to union protection and representation. This right is guaranteed by our contract.

WHEN PROBLEMS ARISE, TALK TO A BUILDING REPRESENTATIVE

If you think your rights have been violated or if you have questions about work, speak to a building representative. Building Representatives are our on-the-job union representatives there to answer questions and hear concerns.

WEINGARTEN RIGHTS AND THE RIGHT TO REPRESENTATION

One of the most important rights that workers have as a member of a union is called Weingarten Rights. These rights state that if you are brought into a disciplinary or investigatory meeting or interview, you have the right to have a representative from the union present (building rep or field rep). If you are called into a meeting, please ask if this could lead to discipline. Management must answer you truthfully if you ask. Below is a statement that you should remember to protect your rights on the job:

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.

You do not need to answer questions or make statements until a union representative is present. You have a right to stop a meeting if you feel that it may lead to discipline and request a union representative. If a union representative is not available, you can offer to reschedule for when one can be present.

GENERAL INFORMATION

CONTACTING THE UNION

The Union office is open to serve you from 8:00 A.M. to 5:00 P.M. on all weekdays including school vacations but excluding State, County and National holidays, the day after Thanksgiving, Christmas Eve, and Good Friday.

To contact the office call 617-288-2000.

COMMUNICATIONS

The Union publishes a newspaper, the Boston Union Teacher, once a month during the school year. These are mailed to each member.

To disseminate information quickly, email newsletters are sent out generally every Tuesday to the general membership. Periodic mailings go out as well to members' homes. All members are urged to sign up for the e-Bulletin at the BTU website: www.btu.org.

In order to ensure receipt of communications, members should inform the Union office of a current, non-BPS email address and notify the union office of any change of email address, home mailing address or phone number.

UNION MEETINGS

Membership meetings shall be held on the second Wednesday of each month September through June and at such other times as are necessary during the school year at 4:30 P.M. at 180 Mt. Vernon Street, Dorchester (near JFK/UMass/ Columbia Station). See web page www.btu.org for directions.

OFFICES AND ELECTIONS

The Executive Board is comprised of the President, Executive Vice President, Secretary-Treasurer, Elementary, Secondary and Paraprofessional Field Representatives, Political Director, and twelve members elected at large. The term of office is two years. The union elections will be conducted in May and June of odd-numbered years. Delegates to our affiliated bodies will also be elected at these times.

GRIEVANCES

Each teacher is urged to read the current contract carefully. Any violations occurring in your school should be reported to your building representative and presented to your principal, headmaster, or director. If the grievance is not resolved satisfactorily at this level, the Union office should be notified.

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UNIT A

Article 1

Recognition

This agreement (hereinafter, Agreement) has been entered into between the Boston Teachers Union, Local 66 AFT, AFTMA, AFL-CIO (hereinafter, Union) and Neighborhood House Charter School (hereinafter, Employer) and shall apply to only those employees described in the Recognition provision of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at Neighborhood House Charter School as follows:

Professional Unit: Including All full-time and regular part-time employees employed by the Neighborhood House Charter School as teachers, interventionists, speech-language pathologists, school psychologists, therapeutic support specialists, special education compliance manager, social workers, school adjustment counselors, college/career counselors, school nurses, academic deans, deans of culture/students, associate deans, communications manager, enrollment and public compliance coordinator, and occupational therapists, but excluding principals, non-professional employees, and all other managerial, confidential, casual and other employees employed by the Neighborhood House Charter School.

Article 2

Duration

1. This Agreement shall be effective upon date of ratification through June 30, 2028 and shall remain in full force and effect until a successor agreement has been reached between the Parties.
2. Collective bargaining for a successor agreement may be initiated by either party by written notice to the other party not more than 180 days prior to its expiration. If negotiations are not completed by June 30, 2028, the provisions of this Agreement will remain in full force and effect until a successor agreement is executed.

Article 3

Union Rights

1. Access

Any authorized Union representative ("Representative") shall have a reasonable right of access to the Employer's facilities. The Representative shall provide advanced notice to the Employer before any visit. Any authorized union representatives may access mailboxes and bulletin boards. Upon arriving on the work site, the Representative shall notify the

administration of their arrival. Union Representatives shall not in any way interrupt or interfere with any employee's duties or assignments or other educational obligation. The Representative may contact employees before and after employees' hours of service or during lunch and duty free periods and may meet with employees during these times at the work site subject to the limitation described above.

2. Membership Dues Check-off

- A. Upon receipt of a signed union authorization card of the employee involved, the Employer shall deduct from the employee's pay the dues payable by them to the Union provided for in said union membership authorization. The Union shall notify the Employer of any change in the rates of membership dues in writing each year. Any changes in rates will be processed by the employer consistent with payroll timelines.
- B. Deductions shall be made no later than the second pay cycle after receipt of the authorization and from each subsequent check unless revoked in accordance with law.
- C. Deductions provided in subsection (2)(a) of this article shall be remitted to the Union within ten (10) business days after the deduction was made. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.
- D. The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.
- E. In the event that an employee has not earned enough in a pay period to satisfy their dues obligation, the Union shall collect those union dues directly, and the Employer shall not be held responsible for collection of those union dues. The Employer will not make union dues deductions if said deduction will cause the employee's compensation to fall below the state or federal minimum wage.
- F. The Employer shall provide the Union with an updated list of employees when this Agreement is executed and on a monthly basis thereafter.

3. Orientation and Communication

A. New Employees

- i. **Orientation.** The Employer shall provide the Union with an opportunity to meet with newly hired employees, without charge to the pay or leave time of the employees, for no less than thirty (30) minutes, within ten (10) calendar days from the date of hire, but after the completion of new employee orientations and/or all start of year employee orientations conducted prior to students returning to school. If the employer does not conduct new employee orientations, then the meetings shall take place at individual or group meetings.

- ii. **New Employee Information.** Within ten (10) calendar days from the date a prospective bargaining unit employee accepts an offer of employment, the employers shall provide the following contact information to the Union: name, job, title, home address, work telephone number, home and personal cell phone numbers on file, date of hire, work email address, and personal email address on file.

B. **Ongoing Information Sharing.** The Employer will make available to the Union all information required by law.

C. **Use and Access of Premises and Systems**

- i. **Email:** The Union shall have the right to use the email systems of the Employer to communicate with members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. All Union communications must comply with applicable the Employer policies.
- ii. **Bulletin Board:** The Union shall have the right to post notices of Union matters on designated union bulletin boards. The Employer shall provide a designated bulletin board at each work site. The Union agrees that no notices will be posted that contain profane or obscene material.
- iii. **Mailboxes:** The Union shall be permitted to communicate with the employee through mailboxes.
- iv. **Meetings:** The Union may use building facilities for meetings, including after regular school hours, with prior approval from the Employer, subject to availability and operational needs. Such approval shall not be unreasonably denied.

4. **Union Leave**

The Union may request the release of designated unit members from their regular duties for no more than a combined total of five (5) release days per year for the purposes of attending union matters. Subject to scheduling and operational needs, approval shall not be arbitrarily or capriciously denied.

5. **Staff Meetings**

The Union shall have the right to propose agenda items for site staff and all staff meetings.

6. **Release Time for Bargaining**

The union bargaining team members may be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with the Employer. Subject to scheduling and operational needs, approval of release time shall not be arbitrarily or capriciously denied.

7. **Union Meetings**

The Union shall be allowed to meet for a total of 60 minutes at the beginning of each school year during the orientation week. All bargaining unit members will be released from work duties to attend. The meeting shall be scheduled jointly between the Union and the Employer.

Article 4
Management Rights

Except as expressly provided otherwise in this Agreement, Neighborhood House Charter School will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise all the powers, authority and prerogatives of management subject to any notice and bargaining obligations with the Union. The rights of Neighborhood House Charter School shall include, but are not limited to, the following:

1. **Governance and Compliance**

- A. To direct and conduct the educational affairs of NHCS.
- B. To comply with applicable laws.
- C. To set admission policies based on the charter.
- D. During an emergency that adversely impacts NHCS's ability to deliver educational services in the normal course, NHCS will have the right to take appropriate action to minimize disruption of educational services, subject to impact bargaining.

2. **Financial Management**

- A. To determine revenue-raising methods, budget processes, and allocations.
- B. To determine and approve the criteria for the type of professional development provided.
- C. To determine whether goods or services should be purchased or leased.
- D. To lay off employees due to lack of work, lack of funds, or for other lawful reasons.

3. **Academic Affairs**

- A. To develop, evaluate, and determine the educational curriculum.
- B. To set student assessments.
- C. To establish the academic calendar including the duration of the school year and school day.
- D. To determine the level of student competency, progress, and promotion.
- E. To establish education programs and to determine the qualification of students to be served by any such programs.

4. To determine class size. Human Resources Management

- A. To direct, supervise, and evaluate employees.
- B. To hire, appoint, and promote, including determining qualifications and requirements for positions or promotions.
- C. To assign and transfer employees.
- D. To schedule and enforce working hours.
- E. To discipline and discharge employees.
- F. To subcontract out work, subject to Article 21, Subcontracting.

5. Organizational Structure and Operations

- A. To direct the operations of NHCS.
- B. To add/ modify or eliminate departments.
- C. To establish new jobs, abolish, and change existing jobs.
- D. To determine the organization and the number of personnel.
- E. Subject to any notice and bargaining obligations, to create and/or modify work rules, regulations, policies, and procedures.
- F. To establish job descriptions.

6. Facilities and Technological Changes

- A. To change or eliminate existing equipment, facilities, programs, or schools.
- B. To institute technological changes. NHCS shall notify and bargain with the Union over the implementation of Artificial Intelligence in the workplace.

Article 5

Discipline and Discharge

1. Appointment and Renewal

Bargaining unit members are appointed on an annual basis for the first three (3) years of employment. Notice of renewal or non-renewal shall be provided by April 15. Non-renewals occurring prior to the beginning of an employee's fourth consecutive school year shall be at the discretion of the Employer, and shall not be subjected to the grievance and arbitration process. For the purposes of this section, "consecutive school year" shall include only those years in which service in the professional bargaining unit totals one-hundred twenty-five (125) days.

If an employee changes jobs that require a different license, credential, or MTEL within the bargaining unit after they successfully complete a three

year period of employment at NHCS, the employee shall be appointed on an annual basis for the first year. Non-renewals occurring at the end of the employee's first school year in the new role shall be at the discretion of NHCS, and shall not be subjected to the grievance and arbitration process. If such an employee is non-renewed or if the employee elects to return to their prior position, they may return to the position that they previously held if a vacant position is available. If there is no vacancy, and the non-renewal was prompted by the employer, they may elect to either bump a teacher (in their previous position) with less than three years' employment at NHCS, or be placed on a recall list in accordance with Article 7, Layoff and Recall. If there is no vacancy and the non-renewal is prompted by the staff member, the staff member will be placed on a recall list in accordance with Article 7, Layoff and Recall.

2. Just Cause

No employee who has completed a one hundred twenty (120) calendar day probationary period, calculated from the first day the employee is required to report to work, shall be disciplined or discharged by the Employer except for just cause.

Performance-related issues shall be addressed in accordance with Article 18, Evaluations.

The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within twenty-four (24) hours of such discipline.

3. Progressive Discipline

The concepts of "progressive discipline" and the prohibition of disparate treatment by an administrator are to be applicable.

4. Discipline Procedure

- A. The Employee or the Union may use the grievance procedure to appeal discharge or discipline. Entry shall be at Step 2 for discharge or suspension without pay. The employee or the Union must notify the administration of their intent to grieve within thirty (30) working days of receipt of the notice to suspend or discharge. Failure to provide written notice of intent to appeal within the designated time frame waives the right to appeal the action.
- B. Only the Union may appeal a written reprimand, suspension without pay or discharge through the arbitration procedures in the contract.
- C. Disciplinary actions shall not be taken without first conducting an investigation, including holding an investigatory meeting with the employee to investigate the facts of the incident, prior to which the employee shall be given notice of the specific charges upon which the employer is basing its proposed discipline and at which the employee

is entitled to union representation. The employee has the right to be accompanied by a Representative of the Union.

- D. If an Employee is placed on leave during the course of an investigation into a disciplinary matter, the Employee shall continue to be compensated at their regular rate for the duration of the leave, unless indicated.
- E. When imposing discipline, or offering constructive criticism, confidentiality shall be maintained except as required by law.
- F. An employee shall receive at least two (2) work days' notice prior to disciplinary conference, unless waived by the employee. The notice shall include the time of meeting, the location, and the basis for the contemplated discipline. The administration will meet with the employee to discuss the action being contemplated and the basis for it, will provide the employee with any documentary evidence, subject to the redaction of student names and identifying information, and will give the employee an opportunity to respond. The employee has the right to be accompanied by a Representative of the Union.
- G. Employees shall receive a copy of all documents placed in their personnel file.
- H. Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all personnel files containing the disciplinary action.
- I. No recording devices shall be used by either the employer, the Union or the employee without the expressed written consent of all present parties.
- J. No employee shall be publicly reprimanded.

Article 6

Grievance and Arbitration

- 1. **Definition of a Grievance.** A grievance refers to a complaint alleging that there has been a violation, misinterpretation, or inequitable application of a specific provision of this agreement; provided, however that any matter arising before the effective date of this agreement, will not be subject to this grievance procedure. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance procedure.
- 2. **Representation.** The employee may be represented at all levels of a grievance by a Union representative. The grievant may also represent themselves before the level of arbitration, provided the union is allowed to be present at the grievance hearings. However, only the Union can bring the matter to arbitration.

A Union representative may contact employees before and/or after regular school hours or during employee lunch and other breaks to investigate complaints and/or discuss grievances. A Union representative shall not in any way interrupt or interfere with any employee's duties, assignments, or other educational obligations.

- 3. **Meetings.** Meetings under this Article shall be scheduled by the Employer at mutually agreeable times and locations.
- 4. **Effect of Time Limits.** If a grievance is not processed by the grievant or the Union at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. NHCS strives to respond to every grievance in a timely manner; however, if the Employer fails to respond within the time limits, it shall be considered a denial of the grievance and the employee or the Union may move the grievance to the next step of the procedure. The time limits set forth in this Article may be extended by written mutual agreement of the parties, and in no event shall such agreement constitute practice or precedent for any other matter.
- 5. **Informal Process.** Prior to filing a formal grievance the employee and the Union are encouraged to make an effort to resolve the problem through an informal conference with the Executive Director, Director of Talent and Human Resources, or designee. However, engaging in the informal process does not toll the grievance timeline unless mutually agreed upon in writing by the parties.
- 6. **Formal Process.** A grievance may be initiated by an employee or by the Union. In order to be processed, a grievance must be reduced to writing and shall include a clear statement of the grievance, reference to the specific provision or provisions of the Agreement allegedly violated, and the specific remedy requested.
 - A. ***Step One:*** The grievance shall be reduced to writing within thirty (30) calendar days after the grievant knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance signed by the grievant and delivered to the school Principal on forms mutually agreed upon by the parties, exclusive of the informal process referred to in section E. Within fifteen (15) calendar days after receipt of the grievance, the Principal or their designee may meet and confer with the grievant and the employee representative in an effort to resolve the grievance. The Principal or their designee shall indicate the disposition of the grievance in writing within ten (10) calendar days after such meeting (or within 20 calendar days of receipt of grievance if no meeting occurred) and shall furnish a copy thereof to the grievant and the Representative.
 - B. ***Step Two:*** If the grievant is not satisfied with the disposition of the grievance, they or the Union may, within ten (10) calendar days after receiving the decision of the Principal, appeal the grievance to the Director of Talent and Human Resources and this appeal shall be in writing. Within fifteen (15) calendar days after receipt of the appeal,

the Director of Talent and Human Resources or their designee shall investigate the grievance, may meet with and confer with the grievant and representative and render their decision in writing. A copy of this decision shall be delivered to the grievant and the representative. No employee shall lose any salary or benefits due to their participation in a meeting. In the event that a grievance affects more than one employee, the Union may file a grievance at a Step 2 on behalf of itself or all affected employees.

C. *Step Three:* If the grievant is not satisfied with the disposition of the grievance, they or the Union may, within ten (10) calendar days after receiving the decision of the Director of Talent and Human Resources, appeal the grievance to the Executive Director and this appeal shall be in writing. Within fifteen (15) calendar days after receipt of the appeal, the Executive Director or their designee shall investigate the grievance, may meet with and confer with the grievant and representative. The Executive Director shall render their decision in writing within five (5) working days of the meeting. A copy of this decision shall be delivered to the grievant and the representative. No employee shall lose any salary or benefits due to their participation in a meeting.

D. *Mediation:* At this point, the parties may jointly agree in writing to request mediation services from DLR, FMCS or a private mediator prior to arbitration. Parties may also agree, in writing, to toll procedural timelines during mediation.

E. *Arbitration:*

i. If the Union is not satisfied with the decision at Step 3 and mediation is not opted for or is unsuccessful, the Union may submit the grievance to arbitration by written notice to the Executive Director within thirty (30) calendar days of receipt of the written disposition of the Step 3 hearing. If the Employer fails to respond within the time limits at Step 3, the Union may also submit the grievance to arbitration. The date of mailing, emailing, fax or hand delivery of demand for arbitration shall constitute the date of filing under this Article.

ii. Requests for arbitration must be directed to the American Arbitration Association (AAA) or the Labor Relations Connection (LRC) with a copy to the Executive Director. The voluntary labor arbitration rules of the selected arbitration provider (AAA or LRC) shall apply to the proceeding.

iii. Grievants and bargaining unit witnesses shall be released, after proper notice to the administrator, without loss of pay for their attendance at the arbitration. If the grievance involves a class of grievants, no more than two (2) representative grievants at any time shall be released without loss of pay. Witnesses will only be released for the period of their testimony and reasonable travel time. Any time spent beyond the

specific portion of the arbitration requiring attendance by the grievant and/or witness shall be unpaid.

- iv. The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement, and may only determine such issues as may be properly submitted to them by the parties. The arbitrator's decision shall not be contrary to state or federal law.
- v. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.
- vi. The cost for the Arbitration shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs. No incident that occurred or failed to occur prior to the effective date of the initial Collective Bargaining Agreement between the parties shall be the subject of any grievance.

7. **Reprisals.** There shall be no reprisals against any employee for utilizing the grievance procedure or for assisting a grievant pursuant to this Article.

Article 7 **Layoff and Recall**

1. **Definition of a Layoff.** Layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.

Layoff Procedure

- A. The Employer retains the exclusive right to determine the number of professional positions and non-professional positions that are needed at the School, except as expressly provided otherwise in this Agreement.
- B. The Employer agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.
- C. Before implementing a layoff, the School will provide 45 calendar days written notice to the Union whenever possible and discuss with the Union alternative means by which the reduction in staff could be accomplished or avoided. In the event of a layoff during the school year, if an employee is provided less than two week's written notice of a layoff, they must receive pay and benefits for the difference between the actual notice and the two weeks.
- D. In the case of employees being laid off the following school year, the Employer will notify the union and the affected employees in writing of its intent to lay off by no later than May 1 prior to the beginning of the academic year in which the layoff is to be effective. Nothing in this paragraph shall preclude the Employer from implementing layoffs after May 1 if the need for such layoffs is not established by May 1.

- E. If no alternatives are reached by the parties, the reduction will be implemented in accordance with the following provisions:
- i. When a reduction in the number of staff is needed in a particular role¹, bargaining unit members in the affected role shall be laid off in inverse order of seniority as defined in Article 30, Seniority

ii. Exceptions to section i above may be made as follows:

Scenario 1: Layoff during the academic year: If a junior bargaining unit member in the affected role meets DESE requirements or is licensed and the senior bargaining unit member in that role does not meet DESE requirements or is not licensed.

Scenario 2: Layoff for the following academic year: If a junior bargaining unit member in the affected role meets requirements or is licensed and the senior bargaining unit member in that role does not meet requirements or is not licensed by May 1.

Scenario 3: If the senior bargaining unit member's evaluation rating(s) over the past two years was Unsatisfactory or Needs Improvement and the junior bargaining unit member's evaluation rating(s) over the past two years was Proficient or Exemplary. If one or both of the employees have been in the bargaining unit for less than two years, any evaluations they received during their time in the bargaining unit shall be considered in lieu of the previous two years' evaluations.

- F. Seniority will not continue to accumulate during the period in which an employee is in laid-off status. An Employee who has lost seniority as the result of a layoff shall have their seniority (for time worked) fully restored upon completion of ninety (90) days of work following their recall to a bargaining unit position.

3. Recall Procedure

- a. During the recall period, the laid-off employee will have preference for any vacancy or new position for which they are certified or for which they have passed the MTEL exam. Recall will be offered in order of seniority.
- b. Each employee on layoff shall be required to provide the human resources department in writing with a current home address and personal email to both of which a letter of recall will be sent.
- c. If a recall opportunity exists in the school, a letter shall be mailed to the employee to the home address and email they provided, certified mail, with return receipt requested.
- d. An employee offered a recall opportunity must notify the Employer in writing of their decision within eight (8) business days of receipt of the Employer's offer via certified mail. If the

employee fails to respond affirmatively to the recall within the 8-day period, they will forfeit all recall rights.

- e. An employee who has been laid off shall maintain recall rights for twelve (12) months beginning on July 1 following the last school year they taught before the layoff or until they refuse a recall opportunity within the school, fails to respond to a recall letter, or submits a resignation, whichever occurs first.

Article 8 Protection of Employees

1. Policies and procedures regarding restraints, physical confrontations, de-escalation, child abuse, and child neglect shall be in writing and distributed to employees at the beginning of each school year. Staff shall be provided training on these policies and procedures. An employee shall not be disciplined or reprimanded for actions taken during physical confrontations or restraining a student, provided such actions are in accordance with the policies and procedures on which the employee was trained. Policies and procedures regarding restraints and fights shall be in writing and distributed to employees at the beginning of each school year. An employee may act reasonably to protect themselves or the safety of students without fear of disciplinary action.
2. All employees shall be covered by Workers' Compensation Insurance. In the event of an injury, the employee shall immediately notify their direct supervisor, who will then notify the Director of Talent & Human Resources. The Director of Talent & Human Resources shall provide all proper forms for filing a workers' compensation claim. Once approved by Workers' Compensation coverage, any employee leave time used shall be reinstated and no employee shall suffer loss of sick time for any time out due to such a workplace injury. An employee may choose to use their accumulated paid leave to supplement Workers' Compensation up to one hundred percent (100%) of the employees' salary.
3. The Employer will reimburse employees for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the employee is acting (a) in accordance with training and policies, and (b) in the discharge of their duties within the scope of their employment. The Employer may subrogate the claim if the employee is covered by another insurance policy.

¹ When referring to teaching staff, the term "role" is defined as a particular teaching discipline (e.g., math teacher, science teacher, etc.)

Article 9
Salary

1. Salary Schedules

- A. The salary schedules listed in Appendix A shall apply to bargaining unit members employed at the school upon August 1, 2025, and/or thereafter. Salaries for the 2025-2026 school year shall be retroactive to October 24, 2025.
- B. Employees on payroll as of ratification shall be placed in the salary step and lane of the applicable salary schedule in Appendix A reflecting their years of experience with the Employer and their years of previous experience in accordance with the Work Credit Compensation Grid, Appendix B. During the life of the contract, if the employee's current salary is higher than the salary listed on the salary scale or their placement on the scale results in less than a 1.5% increase, they shall be paid at their current rate of pay and receive a 1.5% increase annually.
- C. Newly hired employees shall be placed by the Employer in the salary step and lane of the applicable salary schedule in Appendix A reflecting their years of experience (up to five (5) years at full credit, and half-year credit thereafter) in accordance with the Work Credit Compensation Grid, Appendix B. NHCS retains the right to make decisions on initial step assignments upon hiring, based on resume and experience. However, new bargaining unit members shall not be hired at a salary exceeding the salary received by employees with the same experience and academic credentials.
- D. Employees will advance a step on the salary schedule on the first pay period of August each year following their hiring. In order to advance a step, the employee must be in paid status for at least one hundred twenty-five (125) days in the previous academic year. For new employees, those hired prior to March 1 shall advance a step the following year.
- E. Employees shall advance to a higher salary lane when they provide evidence that they have met the degree and/or MTEL requirements (or comparable certification/licensure required) pursuant to this Agreement. Upon providing such evidence to the Employer, the employee's pay shall be increased beginning the next full payroll cycle from the date the employee provided evidence to the employer that the qualifications were met.

2. Tuition Revenue

- A. For the academic year 2026-2027 (FY 2027) if NHCS's DESE tuition revenue, which shall be determined by a factor of both per pupil tuition payment and enrollment, is more than 2% higher than budgeted in that fiscal year's approved budget, all eligible staff will receive a one-time \$500 payment on the last payroll of the fiscal year and a .25% increase shall be added to the base wage increase (i.e. totaling 1.25% base wage

increase) effective academic year 2027-2028 (FY 2028). Eligibility is defined as staff who were in paid status for at least one hundred twenty-five (125) days in that academic year and are active NHCS employees as of the last day of the school year.

- B. For the academic year 2027-2028 (FY 2028) if NHCS's DESE tuition revenue, which shall be determined by a factor of both per pupil tuition payment and enrollment, is more than 2% higher than budgeted in that fiscal year's approved budget, all eligible staff will receive a one-time \$750 payment on the last payroll of the fiscal year. Eligibility is defined as staff who were in paid status for at least one hundred twenty-five (125) days in that academic year and are active NHCS employees as of the last day of the school year.
- C. NHCS shall provide the Union a copy of the fiscal year's approved budget no less than ten (10) days after approval.
- D. NHCS shall inform the Union of tuition revenue projections/revisions by January 15 each year and tuition revenue actuals within five (5) business days after June 30 each year.

3. Payment of Salary

- A. Employees shall be paid on a bi-weekly basis. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last business day before the regularly scheduled payday.
- B. Employees on the school calendar shall be paid their annual salary in twenty-six (26) installments.
- C. School calendar employees who voluntarily separate from employment, or who are not renewed, at the end of a school year shall continue to receive pay and benefits through the end of the final regular pay period for that academic year.

4. Longevity Bonuses

Employees shall be provided a longevity payment after completing the following benchmark of consecutive full years of service (i.e. one payment at each benchmark) and commencing work the next year as an employee at NHCS with payment based upon the following schedule. Payments will be paid to employees, minus standard deductions, in the second paycheck of their next contract year after the anniversary has been reached.

- A. 5 years: \$1,500
- B. 10 years: \$2,000
- C. 15 years: \$2,500
- D. 20 years: \$3,000
- E. 25 years: \$3,500

5. Hourly Rate of Pay

- A. The hourly rate for Unit A shall be \$50/hour.
- B. Staff who are assigned to after school or before school services outside their regularly scheduled work hours will be paid at the hourly rate.

6. Coverage Compensation

- A. Teachers who cover a class or duty due to a long-term leave or vacancy (at the direction of the Employer) shall receive additional compensation at the hourly rate for each class covered (example: two classes covered equals two hours pay at the hourly rate).
- B. Employees who cover a class in response to daily coverage needs (at the direction of the Employer) shall be compensated at the hourly rate of pay in addition to their normal pay.

7. Preparation Period Compensation

If an employee is required to perform assigned teaching or additional duties during their preparation time, said employee shall be compensated at the hourly rate of pay on a pro-rated basis. This Section shall not pyramid with coverage contemplated in Section 6 above (Coverage Compensation).

8. Stipended Positions

- A. All stipend positions shall be posted for at least two (2) weeks and shall be available, but not limited, to all members of the bargaining unit. Prior to engaging in stipended work, employees shall be provided with written documentation signed by both parties that outlines responsibilities and compensation.
- B. Should the Employer create new stipend position, the parties shall negotiate over duties and rate of pay prior to posting the new position.
- C. Stipend Amounts:

Instructional Stipends:

- Department chair: \$2,000 per year
- Grade level lead: \$2,000 per year
- New employee mentor: \$850 per year, \$1,250 if mentoring more than one

After-School Enrichment Stipends:

- Overnight Trip Coordinator – International: \$750
- Overnight Trip Chaperone: \$100 per night
- Student Club Sponsor: \$250 per year

Athletic Stipends:

- Head Coach – Varsity: \$3,500 per season

- Co-Head Coach – Varsity: \$2,750 per season
- Head Coach – MS: \$2,000 per season
- Head Coach – Playoffs: \$500
- Assistant Coach – Playoffs: \$250
- Assistant Coach /JV Head Coach: \$2,000 per season
- Assistant Coach – MS: \$1,750 per season
- MS Assistant Athletic Director: \$3,500 per season

School Culture Leadership Stipends:

- Spirit Committee Chair: \$1,000 per year
- Spirit Committee Member: \$500 per year
- Queen St Pollinator Garden Coordinator: \$300 per year

9. ESY

- A. ESY shall be a three (3) week program in July. Staff hours shall be from 8:30 a.m. to 12:30 p.m. Monday through Friday unless otherwise determined by ESY teachers and leadership in collaboration with families. Any such change shall be reflected on the interest form/communication.
- B. Teachers shall be paid \$3,000 over two pay periods.
- C. If a teacher is selected to work ESY but due to low program enrollment is not ultimately needed, a \$500 stipend will be paid to the teacher.

10. Summer School

- A. Summer school shall be a three (3) week program in July. Staff hours shall be from 8:30 a.m. to 12:30 p.m. Monday through Friday unless otherwise determined by summer school teachers and leadership in collaboration with families. Any such changes shall be reflected on the interest form/communication.
- B. Summer school program director shall be paid \$5,000 over two pay periods. Teachers shall be paid \$3,000 over two pay periods. Front desk coverage shall be paid \$2,000 over two pay periods.
- C. If a teacher is selected to work Summer School but due to low program enrollment is not ultimately needed, a \$500 stipend will be paid to the teacher.

11. Special Projects

At the discretion of and with prior approval of the Executive Director or designee, special projects are intended to compensate NHCS employees who volunteer for completion of unanticipated tasks/projects that fall outside their contracted hours. Depending on its nature and duration, special projects will be paid at the contractual hourly rate via payroll. Prior to engaging in

special project work, employees who engage in special project work shall be provided with written documentation signed by both parties that outlines responsibilities, deliverables, and compensation. Employees will be required to submit a timesheet to their principal/ supervisor and obtain signature approval before any amount will be paid out.

12. Referral Bonuses

- A. The Employer shall continue the practice of awarding an Employee referral bonus when an employee refers a candidate that is subsequently hired. Hiring managers and their supervisors are not eligible to receive a referral bonus for positions for which they are the hiring authority. The bonus will be paid in two parts: half will be paid after the new employee has been employed with the School for six (6) weeks and the other half will be paid when the new employee has been employed with the School for twelve (12) weeks.
- B. The bonuses are as follows:
 - i. Science, Math, or Computer Science Teachers: \$1,500
 - ii. All other teaching and exempt staff: \$1,000
 - iii. All non-exempt staff: \$500

Article 10 Benefits

All benefits are subject to the terms of the applicable benefit plan documents and summary plan descriptions. Employee benefits shall be provided in accordance with M.G.L. 32B. The below benefits shall apply to the current contract year (through December 31, 2025). If the benefits offered by the insurance providers materially change during the next benefits cycle, NHCS shall notify the Union. The Union may request to bargain over the changes within thirty (30) days of the notice. Failure to request bargaining during that window shall result in a waiver of the right to bargain over the changes.

1. Health, Dental and Vision Insurance

Plan Design: HMO [In-Network Benefits]

<u>Type of Service</u>	<u>Copayment</u>
Routine Checkups.....	\$0
PCP Office Visits.....	\$20
Specialists Office Visits.....	\$20
Emergency Room	\$75
Outpatient Surgical.....	\$0 after Deductible
Inpatient Hospitalization.....	\$0 after Deductible

Retail (30-day) Prescription Drug.....	Tier 1 and 2 \$5/\$15, Tier 3 \$35, Tier 4 \$60
Mail-Order (90-day) Prescription Drug.....	Tier 1 \$10/\$30, Tier 2 \$70, Tier 3 \$180

Beginning January 1, 2026, the Employer shall offer the following individual, family insurance plans to all bargaining unit members who work twenty (20) hours per week or more as follows:

Contribution Rates Medical, Dental, Vision

<u>Plan</u>	<u>Employee</u>	<u>School</u>
HPHC Best		
Buy HMO \$2,500	25%	75%
HMO Best		
Buy HMO \$3,500	22.4%	78.6%
Dental Insurance	50%	50%
Vision	50%	50%

Deductibles

HMO \$2,500: Employee Only: Employer pays the first \$1,750 towards medical deductible expenses and then the employee will be responsible for the next \$750, if incurred within the plan year.

All Other Tiers: Employer pays the first \$1,750 of each member's medical deductible expenses up to \$3,500. The employee is then responsible for the next \$750 of each member's deductible expenses, up to the remaining \$1,500.

HMO \$3,500: Employee Only: Employer pays the first \$1,750 towards medical deductible expenses and then the employee will be responsible for the next \$1,750, if incurred within the plan year.

All Other Tiers: Employer pays the first \$1,750 of each member's medical deductible expenses up to \$3,500. The employee is then responsible for the next \$750 of each member's deductible expenses, up to the remaining \$3,500.

Miscellaneous

Benefits selected by the employee must remain in force through the contract year and may not be canceled or changed until the next open enrollment period unless the employee has a qualifying event as defined by the Internal Revenue Service regulations.

Employees shall notify the Employer in writing of the selection of benefits or any change in benefits during the open enrollment period. The Employer shall provide all employees with a benefits selection form during open enrollment. An employee who fails to enroll during

their initial enrollment period shall forfeit benefits coverage until the next open enrollment period or experiences a qualifying event as defined by the Internal Revenue Service regulations. For existing employees that have previously enrolled in benefits coverage, failure to take any action during the open enrollment period shall result in the continuation of their previously-selected plan for the next contract year.

2. **Short and Long Term Disability Insurance**

The Employer will provide the following short and long term disability and EAP at no cost to the employee for all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

Short Term Disability

60% of basic weekly earnings up to \$1,000 per week

Long Term Disability

60% of basic weekly earnings up to \$5,000 per month

3. **Flexible Spending Accounts**

The School will offer Healthcare and Dependent Care Flexible Spending Accounts and to all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

FSA HealthcareIRS limit

FSA DependentIRS limit

4. **Pension**

Eligible bargaining unit members are covered by the Mass. Teachers Retirement System as determined by the MTRS law and regulation.

5. **403(b) Plan**

The Employer will offer a 403(b) Retirement Savings Plan to all eligible bargaining unit members working twenty (20) hours or more per week upon date of hire.

6. **Voluntary Supplemental Benefits**

The School will offer voluntary supplemental insurance (100% employee paid) to all bargaining unit members working twenty (20) hours or more per week upon date of hire.

Article 11

Duty Hours and Work Year

1. **Work Year Calendar**

The scheduled work year shall follow the NHCS calendar. The work year shall consist of one hundred eighty-seven (187) work days (one hundred ninety (190) days for newly hired employees), and shall include: all one

hundred eighty (180) days students are in school including any emergency, snow closure, or other make-up days, the five (5) workdays in the two weeks before the start of the school year for returning teachers; the five (5) workdays in the two weeks before the start of school and three (3) other workdays before the start of school for new NHCS teachers; along with two (2) professional development days scheduled throughout the school year.

Paid Holidays and Vacations during the School Year:

- Labor Day
- Indigenous People's Day (Columbus Day)
- Veterans' Day
- The Wednesday before Thanksgiving (½ day)
- Thanksgiving Day/National Day of Mourning, and the Friday after Thanksgiving Day/National Day of Mourning
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Winter Break (including the days students are on break around the Christmas to New Year holiday, with the exception of one (1) professional development day)
- MLK Day/National Day of Service
- The week including Presidents' Day
- The week including Patriots' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day

2. **Work Day**

- A. The workday shall be eight hours inclusive of lunch Monday-Friday. Staff shall be physically present and ready to start their assigned duties fifteen (15) minutes prior to the scheduled student arrival time, unless their assigned duty begins earlier. Staff may depart school fifteen (15) minutes after student release time, except: on Wednesday; on days they are required to attend office hours; on days they are assigned dismissal duty; or for an IEP meeting that could not be scheduled during the regular school day. The School may also require employees to stay the full eight (8) hours if operational needs so dictate.
- B. Employees may be required to remain at school up to, but not exceed,

four times per year for an additional three (3) hours (twelve (12) total hours) outside of regularly scheduled work hours for events including, but not limited to, orientation, grade-level celebrations, open house, and parent conference meetings. High School employees are required to attend graduation. Attendance for other employees at graduation is voluntary.

Attendance at community events is voluntary.

C. All employees shall receive a thirty (30) minute duty free lunch.

3. **Scheduled Teaching Time**

NHCS shall endeavor to limit the course load of unit members to no more than two (2) courses² in the high school and two (2) subjects in the middle school per quarter. If a unit member is directed to teach more than two courses/subjects per quarter (based on operational needs), they shall be compensated \$500 per course/subject in the final payroll of each grading period and shall receive one (1) additional preparation period if the member's schedule and the school's schedule allows. Unit members directed to teach more than two courses/subjects per quarter shall be prioritized when scheduling additional preparation periods.

A teacher who requests to teach an additional class beyond the School's basic curricular offerings shall only be entitled to the additional compensation outlined above. Approval or denial of such requests shall be in the sole discretion of the Executive Director, whose decision shall be final.

Lower/ Middle School: NHCS shall endeavor to limit the courseload unit members teaching specials to no more than five (5) grade levels per quarter. If a unit member teaches more than five (5) grade levels per quarter, they shall be compensated \$500 per class above the five (5) in the final payroll of each grading period and receive one (1) additional preparation period for each course/subject above the limit.

High School: NHCS shall endeavor to limit the courseload of unit members teaching specials to no more than four (4) different courses per quarter. If a unit member teaches more than four (4) different courses per quarter, they shall be compensated \$500 per course above the four (4) in the final payroll of each grading period and receive one (1) additional preparation period.

4. **Scheduled Preparation Time**

Preparation time shall be self-directed and pupil free time during the instructional day, during which unit members shall not be required to attend professional development, staff meetings, other required meetings or perform supervisory or classroom teaching functions during preparation time. Exceptions may be made for IEP meetings when non-preparation times are not feasible due to scheduling conflicts with families and shall be

compensated in accordance with Article 9, Salary.

Lower school unit members shall be guaranteed a minimum of 1 preparation block/period per day with at least 5 preparation periods (which would include one common planning session) per week.

Middle and High School unit members, and unit members who teach across elementary and secondary levels, shall be guaranteed a minimum of one preparation block/period per day with at least five (5) preparation periods per week, inclusive of 1 block/period a week for common planning time. Speech language pathologists and occupational therapists shall also be guaranteed at least two and a half hours each week for evaluations.

5. **Coverage**

On occasion, NHCS may direct unit members to cover a class when there is no qualified substitute or qualified non-unit staff member. Volunteers will be sought first before assignment of a unit member. Assignment of unit members for coverage shall be on a rotating basis. For coverage rendered, unit members shall be compensated at the rate listed in Article 9, Salary.

6. **Advisory**

Special education teachers shall not be assigned advisories.

7. **Administrative Duties**

During the regularly scheduled workday, employees may be scheduled to perform up to one hundred twenty (120) minutes of administrative duty per week, with no more than sixty (60) minutes per day, without additional compensation.

Administrative duties can be any of the following:

- Hall monitor
- Lunch duty
- Study hall
- Arrival/dismissal
- Recess

8. **School Calendar and Year-Round Employees**

Employees will be placed on either the school calendar, the eleven-month calendar (July off), or the year-round calendar. School calendar employees shall work the work year outlined in subsection 1 of this Article. Eleven-month employees shall work the work year outlined in subsection 1 of this Article, and shall also work the remainder of the workdays in June and August. Year-round employees shall work the work year outlined in subsection 1 of this Article, and shall also work the remainder of the workdays in June, July, and August. Deans shall be on the eleven-month calendar.

² The parties agree that teaching both honors and gen ed in one subject shall constitute one course. Teaching an AP course would constitute a separate course.

9. Religious Observance Day

There shall be two (2) religious/cultural holiday observance days; employees must provide two (2) weeks advance notice; request will not be unreasonably withheld.

Article 12 **Leaves and Absences**

1. Sick Days

- A. All bargaining unit members will be credited twelve (12) sick days at the beginning of each academic year. Bargaining unit members may carry over up to eight (8) sick days, in addition to the allotted sick days for the current school year. Sick time may be used in thirty (30) minute increments.
- B. Employees can use their sick time for following purposes, including but not limited to:
 - i. Care for the employee's own or their family members' physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
 - ii. Attend routine medical and dental appointments for themselves or their family member;
 - iii. Address the psychological, physical or legal effects of domestic violence; or
 - iv. Travel to and from an appointment, pharmacy or other location necessary for the purpose of the leave.
 - v. Personal and/or family emergencies
 - vi. Medical, dental, legal or court appointments
- C. Employees shall report an absence as soon as practical. If an employee is using their time for a pre-scheduled or foreseeable request, they shall provide five (5) days' notice. Employees may be required to provide documentation to support absences of longer than three (3) consecutive days. Management reserves the right to request medical documentation in instances where it perceives a potential pattern of abuse of sick day use.

2. Personal Days

Employees shall be able to use up to three (3) Sick days from subsection 1 as personal days at their own discretion. Such personal days shall be requested at least five (5) school days in advance if possible. In the event the employee cannot give advance notice because of an emergency situation, the time shall be approved. Employees are not required to state the reason for the request. The request will be approved by the administration. Employees may not be

granted use of these days immediately preceding or immediately following scheduled vacation or holiday period, however, the Executive Director may grant approval if a case so warrants.

3. Bereavement Leave

Bereavement leave is available for all bargaining unit members. If an employee suffers the loss of an immediate family member, the employee will be entitled to bereavement pay for up to five (5) days. For the purposes of this paragraph, "immediate family member" means the employee's parent, spouse, domestic partner, child (including unborn children)³, grandchild, grandparent, mother-in-law, father-in-law, sibling or comparable step-relation, or anyone residing in the employee's household. Three (3) days without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above. Employees may use additional paid time off for additional bereavement time, with prior approval.

Bereavement days are expected to be used in a reasonable time period prior to or following the death of an immediate family member as defined above. This reasonable time period is expected to be within one (1) week of the funeral. Exceptions to the "reasonable time period" may be made, provided staff notify the school of their planned bereavement absence at least two (2) weeks in advance.

4. Parental Leave

- A. Every employee who is expecting or adopting a child will be granted an eight (8) week parental leave in accordance with M.G.L. c. 149, sec. 105D. If an employee also qualifies for leave under the Family Medical Leave Act (FMLA), the parental leave will run concurrently with the FMLA, where applicable. Employees may use accrued paid time off towards the unpaid portion of the parental/FMLA leave of absence.
- B. The school will continue to provide an employee with health insurance benefits at the same level of coverage during their parental/FMLA leave period.
- C. At least two (2) weeks prior to the end of the employee's planned parental/FMLA leave, the employee must notify Director of Talent & Human Resources of their intent to return to work.
- D. The school will pay for two (2) weeks of the parental leave without using accrued paid time off. This time may be used to "top off" their PFML monetary benefits for employees receiving PFML benefits. The combined weekly sum of PFML benefits and employer-provided paid leave benefits cannot exceed the employee's Individual Average Bi-weekly wage.

³ Neither the length of the pregnancy nor the number of children lost will impact the number of days to which members of the bargaining unit are entitled.

5. FMLA Leave

The Employer will comply with all provisions of the Family and Medical Leave Act (“FMLA”) as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee’s FMLA leave. In calculating the 12-month period within which an eligible employee may take FMLA leave, the Employer applies a rolling 12-month period, measured backward from the time the employee takes FMLA leave.

6. Small Necessities Leave Act

The Employer will comply with all provisions of the Small Necessities Leave Act (“SNLA”) as applicable. Any leave taken under SNLA will be unpaid unless the employee wishes to use vacation or personal time.

7. Jury Duty

NHCS shall compensate employees for the first three (3) days of jury duty and shall otherwise comply with state and federal law. The employee must submit acceptable verification of jury duty service to the Director of Talent & Human Resources in order to receive any benefits. Additionally, the employee must notify the Director of Talent & Human Resources as soon as practical of jury duty obligations.

8. Military Leave

Employees will be granted leave for active military service in accordance with all applicable state and federal laws. Accrued, unused paid time off will be paid during military leave at the employee’s request. Time in military service is regarded as the same as time worked for NHCS with respect to all seniority-related benefits.

9. Paid Family Medical Leave

- A. The Employer will comply with all aspects of the Massachusetts Paid Family and Medical Leave Law, (MA PFML). Eligible employees are entitled to a leave of absence to care for a family member with a serious health condition or their own serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service. Eligible employees will receive wage replacement benefits based on the employee’s earnings.
- B. Employees can use their paid time off under MA PFML intermittently and/or on a reduced schedule basis as permitted by law.

10. Voting Duty

If there are circumstances that do not allow the employee to vote during non-work hours, the employee is permitted to arrive no more than two (2) hours late. This time will be unpaid. Employees must make advance arrangements with their Supervisor.

11. Leave for Union Business

Not more than one (1) employee in the bargaining unit for teachers and paraprofessionals, who is an officer of the Union or appointed to its staff, shall be given leave of absence without pay or any other benefits during the school year for the purpose of performing legitimate duties for the Union. The employee given this leave of absence without pay shall receive credit toward salary increments on the wage schedule. This leave shall be limited to a maximum of one (1) year for any given employee for the duration of this contract.

Elected Positions: Employees running for elected union office shall notify the Director of Talent & HR by April 15 of the school year prior and shall notify the Director of Talent & HR by the Friday following the first Wednesday in June if they were elected.

Appointed Positions: Employees appointed to union staff must notify the Director of Talent & HR ninety (90) days in advance to use this leave.

Article 13
Holidays and Vacations

1. Year Round Employee Vacation Time

Employees will be placed on either the school calendar or the year-round calendar.

Full-time year-round employees shall accrue vacation time as follows:

Years 1-4: 200 hours per year
Years 5-9: 220 hours per year
Year 10+: 240 hours per year

Eligible part-time year-round employees (i.e. employees who are regularly scheduled for 20 or more hours per week) will accrue a prorated share of paid vacation time based on their scheduled hours and the above accrual rate.

Employees shall request vacation time in writing, through the time and attendance platform. Vacation requests for less than one week (40 consecutive hours) requires at least seven (7) calendar days’ notice. Requests for one week or more (over 40 consecutive hours) must be submitted fifteen (15) calendar days in advance. Requests shall not be unreasonably denied. Vacation time can be used in minimum increments of thirty (30) minutes.

Vacation will not carry forward from one benefit year to the next. At the end of each benefit year any unused vacation time will be forfeited.

Upon separation from employment, the School shall pay the employee all accrued, unused vacation time.

2. Holidays

Year-round calendar employees shall have the following holidays with pay:

- Labor Day
- Indigenous People's Day (Columbus Day)
- Veterans' Day
- Thanksgiving Day/National Day of Mourning, and the Friday after Thanksgiving Day/National Day of Mourning
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- MLK Day/National Day of Service
- Presidents' Day
- Patriots' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day

Article 14 **Workplace Conditions**

1. Workplace Conditions

A. Safe and Clean Facilities

The Employer shall provide facilities that are clean, safe and maintained in good repair.

B. Working Space

The Employer shall provide each employee with equipment necessary to meet the curriculum standards.

The Employer shall ensure that all classrooms entry points are lockable, and the teachers and other appropriate staff have a working key. All classroom doors shall be lockable from the inside and outside of the

classroom.

C. Classroom Environmental Control

When the temperature in a classroom falls below 60 F., or whenever the temperature reaches above 80 F. and/or the humidity exceeds 60%, the employee should inform the school and the school will work to address the issue.

D. Staff Break Room

Each worksite shall have a staff break room.

E. Locker

A locker or other appropriate lockable space shall be provided to all staff to store personal effects during the work day.

F. Restrooms

All employees and students shall have access to clean and fully functioning bathrooms.

The Employer shall designate at least two restrooms in each building as staff restrooms. These restrooms shall be clearly marked as staff restrooms.

G. Nursing Rooms

Any employee who is nursing will have access to a sanitary, private locking space other than a bathroom for the purpose of pumping breastmilk, and will determine time in consultation with their supervisor, for pumping.

H. Mail

Each employee shall be provided with a mailbox.

I. Duplication Facilities

Staff shall have access to duplication equipment for materials and record keeping. Duplication equipment is only to be used in a manner consistent with the duties and responsibilities of each staff member.

J. Staff Laptop Access

All employees shall be issued a working laptop only to be used in a manner consistent with duties and responsibilities of the position held and in keeping with the School's Technology Policy.

K. Counselor, Nurse, Special Education Staff and Deans Work Space

Counselors, nurses, special education staff (including related services staff), and Deans shall have access to an adequate and appropriate workplace that ensures confidentiality that is consistent with professional responsibilities.

L. Consultation Rooms

Appropriate consultation rooms will be provided for uninterrupted work which shall include psychological testing and teacher-parent interviews.

M. Parking

Staff shall be provided access to electric charging stations in school parking lots at Queen Street and Centre Street. The School reserves the right to seek reimbursement for costs associated with the use of electric charging stations (i.e. electrical chargers).

N. Public Transportation

Staff will be eligible for pre-tax MBTA T Passes.

O. School Construction and Repair

The Union shall be provided an opportunity to provide feedback concerning design and equipment of proposed new construction, alteration and repair of existing facilities.

Reasonable effort will be made to ensure that repairs which are disruptive to the education process are not done during class time. The administrative head should be notified as to when such work will be performed.

Upon request, the Employer shall provide the status of work orders.

2. Workplace Safety

a. Safety Drills Each worksite shall hold both fire and lockdown drills at least once during each school year.

b. First Aid Kits Each classroom shall be equipped with an adequate safety/first aid kit.

Article 15 **Job Descriptions**

All employees shall be provided with a job description. Job descriptions shall be updated periodically. Updates shall be negotiated with the Union.

Article 16 **Workload**

Workload Limits

1. Special Education

Caseloads will be determined and distributed by the Director of Student Services with input from special education teachers and coordinators as soon

as practical based on the school's receipt of IEPs/504 plans. A follow-up meeting will be held within the first month of school (or as soon as practical based on scheduling and operational limitations) and the group may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

During the 2025-2026 school year, NHCS will add a full-time Board-Certified Behavior Analyst (BCBA) to ensure that there is adequate support for students. With this addition, there will be at least one special education teacher (or BCBA) per grade level and such complement shall be maintained so long as it is consistent with the needs of the current student population.

All teacher bargaining unit members who support a student with disabilities will be invited to attend IEP team meetings or provide written feedback in advance of the meeting. NHCS will provide classroom coverage for teachers who attend IEP team meetings when able, subject to staffing limitations and operational needs.

2. English Language Learner

Caseloads will be determined and distributed by NHCS with input from ELL teachers and coordinators as soon as practical based on the school's receipt of ELL evaluation information. A follow-up meeting will be held within the first month of school (or as soon as practical based on scheduling and operational limitations) and the ELL teachers and coordinators may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

3. Adjustment Counselors

A. Adjustment Counselors shall not be required to hold suspension hearings for students or call home for disciplinary issues. However, Adjustment Counselors will continue to be required to participate in upholding the behavioral expectations of the school.

B. Counselors shall not be required to pay for their own liability insurance.

NHCS shall maintain an appropriate number of Adjustment Counselors to meet the needs of the student population.

4. Therapeutic Support Specialists

NHCS shall maintain an appropriate number of therapeutic support specialists to meet the needs of the student population, including IEP minute requirements.

5. School Psychologists

NHCS shall maintain an appropriate number of School Psychologists to meet the needs of the student population.

6. Nurses:

There shall be two nurses on staff during the school day, with an ongoing commitment to establish and maintain a roster of available substitute nurses in the event of an absence.

7. Speech/Language Pathologists:

NHCS shall maintain an appropriate number of speech and language pathologists to meet the needs of the student population.

Caseloads will be determined and distributed by the Director of Student Services with input from Special Education Coordinators and related service providers as soon as practical based on the school's receipt of IEPs/504 plans. For service providers that complete special education evaluations, caseload determination will reflect adequate time for assessment and report writing. Caseloads will also be adjusted based on the need for consultation as well as Tier 1 and Tier 2 intervention. A follow-up meeting will be held within the first month of school (or as soon as practical based on scheduling and operational limitations) and the group may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

8. Occupational Therapists:

NHCS shall maintain an appropriate number of occupational therapists to meet the needs of the student population.

Caseloads will be determined and distributed by the Director of Student Services with input from Special Education Coordinators and related service providers as soon as practical based on the school's receipt of IEPs/504 plans. For service providers that complete special education evaluations, caseload determination will reflect adequate time for assessment and report writing. Caseloads will also be adjusted based on the need for consultation as well as Tier 1 and Tier 2 intervention. A follow-up meeting will be held within the first month of school (or as soon as practical based on scheduling and operational limitations) and the group may advise the administration on revising the caseload based on student needs. The administration will at all times remain the final decision maker on allocation of workload.

9. Deans

NHCS shall maintain at least two Deans of Culture for each campus for the life of this Agreement.

NHCS shall maintain at least two Academic Deans for each campus for the life of this Agreement.

In the event that a dean considers an assigned workload/caseload to be unmanageable, the employee may first request to meet with the Principal. The purpose of the meeting will be to discuss the issue and to consider

possible remedies. If no resolution is reached as a result of that meeting, the employee shall be granted a meeting with the Executive Director. If a temporary remedy is deemed necessary by the Executive Director in their sole discretion, remedy options may include, but are not limited to, assignment of additional staffing, added preparation time, reduction in duties or financial considerations.

Class Size

NHCS reserves the right, pursuant to the Management Rights provisions in Article 4, to determine class size on an annual basis. NHCS aims to limit class sizes in order to maximize the quality of the learning experience. Subject to enrollment trends and budgetary projections, the School will make every effort to adhere to the following targets:

	Target Class Size Range (Effective 2026-2027)
Lower School core classes	18 – 22
Middle School core classes	20 – 24
High School core classes	22 – 25
Specials	
- Lower	10-14
- Middle	15-20
- High	21-25

The following criteria shall be considered in determining class size:

- The physical limitation of a classroom or building
- Equipment/stations available per student
- Space needed to ensure performance and evaluation of students in skill and/or job training courses
- Special academic needs, history of discipline issues, and the maturity level of the students
- Budgetary considerations and overall enrollment numbers

In the event that NHCS increases class size beyond the above targets, school leadership will work with teacher(s) of the affected classes to provide supports which may include, but are not limited to, additional preparation time, additional staffing in the classroom, reduction in duty, provision of a larger classroom and/or release days for grading/preparation.

Article 17
Personnel Records
(TA 2/5/2025)

1. The Employer shall maintain a current personnel record for every employee per M.G.L. c. 149 § 52C.
2. Employees shall have access to personnel records in accordance with M.G.L. c. 149 § 52C. All information in employees' personnel records will be treated as confidential. No employee's personnel records will be shared with any third party except with the prior authorization of the employee or if required by law. The employer, after receiving a written request from an employee, shall provide the employee with an opportunity to review such employee's personnel record within 5 business days of such request. The review shall take place at the School and during normal business hours. An employee shall be given a copy of the employee's personnel record within 5 business days of submission of a written request for such copy to the employer. The Employer shall not be required to allow an employee to review the employee's personnel record on more than 2 separate occasions in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be 1 of the 2 annually permitted reviews.
3. The Employer shall notify and provide a copy to an employee within 10 days of the Employer placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.
4. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The provisions of this section shall not prohibit the removal of information contained in a personnel record upon mutual agreement of the employer and employee for any reason.

Article 18
Evaluation

Preface

The principal purposes of any performance appraisal system should be to encourage professional development and to recognize both individual educator successes as well as areas for individual educator improvement. The system should encourage collegiality among professional educators and administrators.

When necessary, assistance and guidance for the new educator and encouragement and direction for the more experienced educator ought to be part of an ongoing, informal series of professional conversations among educators and a school's leadership. Evaluations shall commence from the perspective that teachers are meeting minimum expectations.

Therefore, this agreement for the NHCS's educator appraisal system aims to promote the professional development of educators, to promote effective teaching and learning for our students, to identify and assist educators who need support and encouragement, to appraise the overall teaching performance of individual educators, and to encourage educators' self-appraisal. No member of the educators' bargaining unit shall evaluate another member of the educators' bargaining unit. However, evaluations will include the input and observations of the Academic and Culture Deans. Nothing in this Article prevents an educator from observing and providing feedback and peer assistance to another member of the educators' bargaining unit.

1. The parties have adopted the DESE Model Collective Bargaining Language on Educator Evaluation as set forth in Appendix C.
2. The "Standards" and "Indicators" will be the rubrics published by the DESE (CMR 35.03 and 35.04) for Teacher and Specialized Instructional Support Personnel (Caseload Educator). Rubrics for counselors, psychologists, OT/PT, and speech language pathologists, as developed by related professional organizations, that are published on the DESE website are considered to be "Standards and Indicators published by DESE" for the purpose of evaluating educators in those positions.
3. The evaluator will be fair and reasonable in judging educator performance, in approving educator goals, and in all other facets of educator evaluation.
4. Each educator will be assigned a "primary" evaluator.
5. Each educator shall be responsible for the Five-Step Cycle (CMR 35.06):
 - A. Self-Assessment addressing Standards of Performance and Student Learning
 - B. Goal Setting and Educator Plan (at least 1 student learning and 1 professional practice goal)
 - C. Implementation of the Educator Plan and Collection of evidence
 - D. Receiving and signing the Formative Assessment or Formative Evaluation, mid-cycle
 - E. Receiving and signing the Summative Evaluation based on performance against standards and attainment of goals.

*Signing only indicates acknowledgment of receipt; it does not denote agreement with the contents.

Article 19
Shared Decision Making

1. Consultation

The parties will schedule one meeting per month from September through June. The participants in the meeting shall be limited to the Executive Director and Union representatives. If a Union representative other than a building representative attends the meeting, the School reserves the right to have an additional administrator and/or School counsel present. These meetings shall be inclusive of the Faculty Senate meetings discussed below between the co-chairs and the Executive Director.

2. Instructional Leadership Team

An Instructional Leadership Team (ILT) shall be established at each school and shall be representative body of the professional staff at the school. It shall be composed of administrators and educators from the various grade levels, disciplines, and programs of the school. The ILT shall meet regularly and staff shall have the opportunity to propose agenda items in advance of meetings.

Employees may apply to be on the ILT and shall be selected by the Principal, or their designee. Each Principal shall communicate the process of applying to staff, including a description of the role.

The ILT shall serve as an advisory board to the Principal/Executive Director on issues related to teaching, learning, assessment and professional development. The ILT develops and implements the instructional vision and plan for the school in collaboration with the school-based leadership team. As such, the ILT will be responsible for developing and implementing the professional development plan for NHCS in alignment with the strategic improvement plan and tier-focused monitoring reports from DESE.

At the close of every school year, the ILT will engage in a comprehensive end of year data review, including academic, climate/culture, and professional learning data. Through this process, the ILT shall review feedback from staff, parents, and the school community and reflect on the effectiveness of existing school policies and practices and make recommendations for purposeful revisions to our annual strategic improvement plan and goals that in turn are submitted to DESE. This data will be shared with the Family Council.

Any recommendation of the ILT that alters the strategic improvement plan or may have a major effect on the school community and which is supported by the Executive Director shall be subject to the approval of the Board of Trustees before being implemented. School leaders will share the school-based priorities with employees before the start of the school year.

3. Faculty Senate

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day. Faculty Senates will be recognized by the administration as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy. The Faculty Senates may invite the Executive Director and/or Principal to their meetings. Up to two co-chairs, elected from the bargaining units by the members of the bargaining units, shall set the agenda and lead these meetings. The co-chairs shall meet with the Executive Director at least once a quarter.

4. Training

To succeed in developing effective and collaborative working relationships, members of any shared decision-making group (as described above) will receive onboarding in advance of their first meeting in order to facilitate their effective participation. Skills needed include consensus building, teamwork, conflict resolution, effective meeting skills, active listening, new models of learning, teaching, and so on.

Article 20
Reimbursement

1. **Mileage.** With prior approval, employees who use their own vehicle for Employer business during the workday shall be reimbursed for mileage at the current IRS mileage rate. Employees will be reimbursed after submission of a Staff Reimbursement form.
2. **Travel Expenses.** Subject to prior approval of the Executive Director or their designee, bargaining unit members traveling out of town for Neighborhood House School business shall be reimbursed for approved travel, food, and lodging expenses.

Article 21
Subcontracting

There shall be no subcontracting of any bargaining unit work, except as described below. Neighborhood may subcontract for the services of substitute teachers, adjustment counselors, occupational therapists, speech therapists, school psychologists, and per diem substitute nurses.

If Neighborhood is not able to fill a vacancy for over a month, it may, on an emergency temporary basis, transition some or all of that position's workload to a subcontracted option for the balance of the semester. Neighborhood will continue to post and make every effort to and recruit applicants for the open position, regardless of whether the work has been subcontracted.

Article 22
Professional Development

The parties to this Agreement recognize that in order for NHCS to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, ongoing program of professional growth and development.

1. Staff who wish to lead professional development may submit a proposal that includes desired outcomes, proposed sequence of tasks, and evidence of clear and intentional alignment with NHCS's annual strategic improvement plan submitted to DESE for approval by the ILT.
2. **Professional Development Release Days**
 - A. **Employer-Directed:** If an educator is directed to attend a conference or professional development opportunity, either as a component of their improvement plan or something directly related to their roles and responsibilities, or required as part of their licensure, then NHCS will provide paid release time and reimburse them for the cost of attendance.
 - B. **Employee-Directed:** Staff shall be provided up to three (3) days for release time to attend professional development. The School Leader will review these proposals and make determinations on a case-by-case basis depending on individual, operation, and budgetary needs, in accordance with the Professional Development policy in the NHCS Operations Handbook. Approval may not be unreasonably denied. Any employee who believes their request has been improperly denied should report their concerns to the Director of Talent & Human Resources, or any other member of Leadership with whom they feel comfortable who will then communicate these concerns to the Director of Talent & Human Resources. If an employee believes their request has been improperly denied by the Director of Talent & Human Resources, they should report their concerns to the Executive Director, or any other administrator with whom they feel comfortable who will then communicate these concerns to the Executive Director. Approved professional development release days shall be paid.
3. **External Professional Development.** An employee enrolled in a college or university course which is related to their work at the School may request to leave campus as early as necessary to arrive at their class on time, for up to two nights each week, during the college semester. The Executive Director, or their designee, will approve requests to leave early on a case-by-case basis based on operational and educational needs. The employee shall provide the Employer with proof of enrollment. The employee shall not in any way be penalized for this time nor shall they be required to make up this release time. Requests to leave early shall not be unreasonably denied.
4. **Professional Development Fund.** NHCS shall allocate not less than \$25,000 per year into the annual operating budget for employees to attend professional development. These professional development funds will be

allocated and distributed in accordance with the Professional Development policy in the NHCS Operations Handbook, which details the eligible professional development opportunities, application process, and criteria for approval.

5. **End of Cycle Grading and Reports.** On early dismissal days (professional development days) immediately prior to grades being due for progress reports or report cards, IEP and special education reports staff shall have all of their professional development time be self-directed in order to enter grades reports, or special education documents. Exceptions may be made in exigent circumstances (i.e. an emergency deadline from DESE is approaching) at the discretion of the Executive Director, but reasonable efforts will be made to avoid such conflicts.

Article 23
Non-Discrimination

1. The School provides equal employment opportunities to all employees without regard to race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), gender identity, sexual orientation, national origin, ancestry, age (40 and over), physical or mental disability, genetic information (including testing and characteristics), military service or veteran status, citizenship status, union activity, non-union activity, or any other classification protected by applicable local, state, and federal law.
2. The School does not tolerate harassment, discrimination, or retaliation of any kind, including, but not limited to, on the basis of the protected classes set forth in section 1 above. Any employee who believes they have been discriminated against should report their concerns to the Director of Talent & Human Resources, or any other member of Leadership with whom they feel comfortable who will then communicate these concerns to the Director of Talent & Human Resources. If an employee believes they have been discriminated against and the incident involves the Director of Talent & Human Resources, they should report their concerns to the Executive Director, or any other administrator with whom they feel comfortable who will then communicate these concerns to the Executive Director.
3. Union agrees that it will not pursue any grievance or arbitration for a member if said member has filed a claim of discrimination at the MCAD or court of competent jurisdiction. The Union agrees that if it is pursuing a grievance or arbitration for a member and the member files a claim of discrimination at the MCAD or court of competent jurisdiction, then the Union shall immediately withdraw the grievance or arbitration demand.

Article 24
Vacancies/Reassignments

Vacancies

1. Upon knowledge of vacancies and for all vacant positions, the Employer shall advertise vacant positions internally and shall notify all staff via email a list of vacancies as they become available. The list shall contain:
 - A. A closing date, which is at least ten (10) working days following the posting date;
 - B. A job description;
 - C. Minimum qualifications necessary to meet the requirements of the position.
2. Vacancies shall be posted simultaneously (i.e. internally and externally).
3. Any vacancies that may arise during summer recess or a period of leave will be promptly posted on the NHCS website. NHCS shall also email unit members to their school email addresses.
4. Vacancies shall be filled as follows:
 - A. Internal candidates and external candidates shall be evaluated using the same criteria and process, with the exception that hiring teams may opt to waive a phone/Zoom screening interview and campus tour for internal candidates.
 - B. The most qualified candidate for the position shall be offered the position. If an internal and external candidate are equally qualified for a position, the internal candidate shall be offered the position first.
 - C. If two internal candidates are the most and equally qualified, the employee with greater seniority within the job classification shall be offered the position.
5. If an internal candidate is denied, the unit member shall be granted a meeting with the hiring team leader who denied the request to receive feedback about the hiring process. The parties agree that this provision is not subject to the Grievance and Arbitration Article.
6. Interview panels:
 - A. No fewer than two unit members shall be invited to serve on any interview panel.

Involuntary Transfers/Reassignments

1. The Employer may make non-disciplinary involuntary transfers or reassignments of a unit member or members due to changes in enrollment or programmatic changes as follows:

- A. The Employer shall meet with the union prior to making a decision to make involuntary transfers or reassignments.
 - B. The Employer shall determine positions needed by school, department and/or content area.
 - C. The Employer will try to fill the positions needed through volunteers, subject to management's approval.
 - D. The Employer shall only involuntarily transfer or reassign a unit member or members if the positions cannot be filled by volunteers and such involuntary transfers or reassignments shall be made in reverse seniority order, subject to licensure and other qualifications.
2. Involuntary transfers or reassignments for disciplinary reasons may only be for just cause.

Article 25
Medical Escorts

In exigent circumstances where staff escort a student during a medical emergency situation to a hospital or like facility, they shall be reimbursed for time beyond normal contract hours at the facility at the contractual hourly rate. Staff shall communicate with administration regarding the situation as soon as practicable given the particular emergency circumstances. Staff shall also be reimbursed for transportation back to the school or their home, whichever is preferable to the staff.

Article 26
Stability of Agreement

1. No alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless mutually made and executed in writing by the parties.
2. The failure of the Employer or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or conditions, and the obligations of the Employer and the Union to such future performance will continue in full force and effect.

Article 27
Savings Clause

If any Article, section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance

with or enforcement of any Article, section or provision should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect. Within forty-five (45) calendar days of the invalidation, either party may request to bargain in good faith over the invalidated Article or section.

Article 28
Employee Handbook

The Employer will publish and furnish to each employee an employee handbook containing policies and practices for which handbook each employee shall sign an acknowledgment of receipt. Bargaining unit members shall be subject to all provisions of the employee handbook unless a handbook provision conflicts with the specific terms of this Agreement, in which case the terms of this Agreement shall govern. Any change to terms and conditions of employment contained in the employee handbook that are applicable to bargaining unit members will be subject to any negotiations with the Union prior to implementation.

Article 29
No-Strike

The Union and NHCS agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union shall not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

Article 30
Seniority

1. Seniority shall be defined as an employee's continuous length of service to be calculated in years, months and days working in a position in this bargaining unit at Neighborhood House Charter School.
2. For bargaining unit members hired prior to the start of the 2025-2026 school year, seniority starts on their first paid work day as an employee of NHCS, regardless of an earlier offer or acceptance date. For bargaining unit members hired after the start of the 2025-2026 school year, seniority starts on their first paid workday as an employee of NHCS in this bargaining unit, regardless of an earlier offer or acceptance date. In the event multiple employees have the same start date, the employees will be provided seniority order from the date of their hire letters. If two or more such employees have the same date of hire letter, a coin toss shall determine the order of their seniority dates.
3. Seniority will not continue to accumulate during the period in which an employee is in laid-off status or on an unpaid leave of absence. An employee

will suffer no loss of seniority when on an approved paid leave of absence. An Employee who has lost seniority as the result in a break in service of two or fewer years shall have their seniority (for time worked) fully restored upon completion of one hundred (120) days of work following their return to a bargaining unit position.

Article 31
Leadership Opportunities

1. **Team/Grade Level Lead**

- A. Employees may apply to be considered for advancement to the rank of Team/Grade Level Lead. The Team/Grade Level Lead shall be selected based on their proven record of excellence in teaching, excellent classroom management, excellent interpersonal skills as recognized by members of the leadership team and the staff of that school in which the educator is housed, and their academic area (to ensure balanced subject representation across grades). The candidate for Team/Grade Level Lead must be ready to assume the responsibilities of that position.

- B. The duties of each specific Team/Grade Level Lead position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments.

The following are examples of the duties anticipated for Team/Grade Level Lead:

- i. Facilitate grade level meetings;
 - ii. Meet regularly (weekly or bi-weekly) with school leadership;
 - iii. Advise and support grade level team members;
 - iv. Represent the grade at ILT meetings (for QSC only beginning 7/1/2026); Coordinate with leadership and other grade level members to develop and implement grade-wide policies;
 - v. Coordinate with SST for tiers of intervention for students and support implementation of the RTI process;
 - vi. Plan field trips and other grade level events;
 - vii. Collaborate with staff to drive positive school culture.
- C. The assignment of an employee to the position of Team/Grade Level Lead shall be for one year, and may be renewed at the School's discretion. If a Team/Grade Level Lead chooses not to continue in the role, the position shall be posted internally.
 - D. Team/Grade Level Leads shall be paid a stipend of \$2,000 annually. The stipend shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term.

2. New Employee Mentor

- A. Employees may apply to be considered for the position of New Employee Mentor.
- B. The duties of each specific New Employee Mentor position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments. New Employees Mentors shall meet with their mentee once a week from September through February break, and then shall meet every other week for the remainder of the academic year. Mentors shall keep a log of each meeting, including agenda items, and submit the log to the mentee's direct supervisor and the Director of Talent and Human Resources.
- C. If the New Employee Mentor is assigned training, they shall receive the training during professional development or be compensated at the hourly rate.
- D. The assignment of an employee to the position of New Employee Mentor shall be for one year, and may be renewed at the School's discretion. If a New Employee Mentor chooses not to continue in the role, the position shall be posted internally.
- E. New Employee Mentors shall be paid a stipend of \$850 annually if they mentor one employee and \$1,250 annually if they mentor two employees. Stipends shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term. A New Employee Mentor shall be assigned a maximum of two mentees.

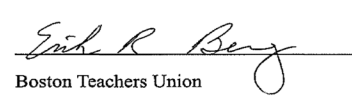
3. Department Chair

- A. Employees may elect to be considered for the advancement to the rank of Department Chair. The Department Chair shall be selected based on their proven record of excellence in teaching, excellent classroom management and excellent interpersonal skills as recognized by members of the leadership team and the staff of that school in which the educator is housed. The candidate for Department Chair must be ready to assume the responsibilities of that position.
- B. There shall be a department chair for each of the following content areas: ELA, Math, Science, Social Studies, Specials.
- C. The duties of each specific Department Chair position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments.

The following are examples of the duties anticipated for Department Chair:

- i. Prepare for and attend ILT meetings;
- ii. Inventory, order, and organize supplies for department;
- iii. Host department meetings bi-monthly (or as needed);

- iv. Organize departmental initiatives and events;
 - v. Support facilitation of professional development sessions;
 - vi. Prepare for MCAS (where applicable) and facilitate Benchmark Assessments.
- D. The assignment of an employee to the position of Department Chair shall be for one year, and may be renewed at the School's discretion. If a Department Chair chooses not to continue in the role, the position shall be posted internally.
 - E. Department Chairs shall be paid a stipend of \$2,000 annually. The stipend shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term.


Boston Teachers Union


Neighborhood House Charter School

Appendix A

Salary Scales

FY 26 (Retroactive to 10/24/2025)

Step	BA	BA with MTEL	MA	MA with MTEL	Dean*
1	\$58,000	\$60,000	\$62,000	\$64,000	\$67,200
2	\$60,900	\$63,000	\$65,100	\$67,200	\$70,560
3	\$63,800	\$66,000	\$68,200	\$70,400	\$73,920
4	\$66,700	\$69,000	\$71,300	\$73,600	\$77,280
5	\$69,600	\$72,000	\$74,400	\$76,800	\$80,640
6	\$72,500	\$75,000	\$77,500	\$80,000	\$84,000
7	\$75,400	\$78,000	\$80,600	\$83,200	\$87,360
8	\$78,300	\$81,000	\$83,700	\$86,400	\$90,720
9	\$81,200	\$84,000	\$86,800	\$89,600	\$94,080
10	\$84,100	\$87,000	\$89,900	\$92,800	\$97,440
11	\$84,100	\$90,000	\$89,900	\$96,000	\$100,800
12	\$84,100	\$93,000	\$89,900	\$99,200	\$104,160
13	\$84,100	\$96,000	\$89,900	\$102,400	\$107,520

*Deans shall return from summer break four (4) Mondays before Labor Day and shall begin participating in PD two (2) Mondays before Labor Day. Deans shall begin summer break simultaneously with teachers in June.

FY 27 (1%)

Step	BA	BA with MTEL	MA	MA with MTEL	Dean*
1	\$58,580	\$60,600	\$62,620	\$64,640	\$67,872
2	\$61,509	\$63,630	\$65,751	\$67,872	\$71,266
3	\$64,438	\$66,660	\$68,882	\$71,104	\$74,659
4	\$67,367	\$69,690	\$72,013	\$74,336	\$78,053
5	\$70,296	\$72,720	\$75,144	\$77,568	\$81,446
6	\$73,225	\$75,750	\$78,275	\$80,800	\$84,840
7	\$76,154	\$78,780	\$81,406	\$84,032	\$88,234
8	\$79,083	\$81,810	\$84,537	\$87,264	\$91,627
9	\$82,012	\$84,840	\$87,668	\$90,496	\$95,021
10	\$84,941	\$87,870	\$90,799	\$93,728	\$98,414
11	\$84,941	\$90,900	\$90,799	\$96,960	\$101,808
12	\$84,941	\$93,930	\$90,799	\$100,192	\$105,202
13	\$84,941	\$96,960	\$90,799	\$103,424	\$108,595

FY 28 (1%)

Step	BA	BA with MTEL	MA	MA with MTEL	Dean*
1	\$59,166	\$61,206	\$63,246	\$65,286	\$68,551
2	\$62,124	\$64,266	\$66,409	\$68,551	\$71,978
3	\$65,082	\$67,327	\$69,571	\$71,815	\$75,406
4	\$68,041	\$70,387	\$72,733	\$75,079	\$78,833
5	\$70,999	\$73,447	\$75,895	\$78,344	\$82,261
6	\$73,957	\$76,508	\$79,058	\$81,608	\$85,688
7	\$76,916	\$79,568	\$82,220	\$84,872	\$89,116
8	\$79,874	\$82,628	\$85,382	\$88,137	\$92,543
9	\$82,832	\$85,688	\$88,545	\$91,401	\$95,971
10	\$85,790	\$88,749	\$91,707	\$94,665	\$99,399
11	\$85,790	\$91,809	\$91,707	\$97,930	\$102,826
12	\$85,790	\$94,869	\$91,707	\$101,194	\$106,254
13	\$85,790	\$97,930	\$91,707	\$104,458	\$109,681

Appendix B
Work Credit Compensation Grids

Teachers

Type of Youth-Facing Work	Ratio
Teacher	1
Lead teacher in early childhood education setting (i.e. Montessori, preschool) if applying for role in K1 or K2	1
Pre-practicum	0
Student teaching/Practicum	0
Full time employment as a tutor	0
Tutoring -- groups	0
Tutoring or mentoring -- individual	0
ABA/RBT - individual	0
ABA/RBT - school setting	0.25
Substitute Teaching	0.5
Building Substitute	0.5
Long-term Substitute	1
Summer camp non-academic	0.1
Summer programs academic	0.25
Fellow @ NHCS	0.75
Fellow @ other charter	0.5
College TA directly relevant content area teaching	0.25
College TA indirectly relevant	0
Assistant Teacher	0.75
Paraprofessional	0.25
Afterschool teaching	0.25
CityYear in a school only	0.5
Full-time Athletic Coaching (only if applying for PE teacher or other directly relevant position)	0.25*
College Teaching directly relevant content area teaching	1
Counselor/Social worker	0.25
Child care provider (daycare)	0.25*
High level or deep content experience directly associated with teaching material	0.25

Deans

Type of Youth-Facing Work	RATIO
Directly relevant experience (same or comparable role at different org)	1
NHCS Teacher- non supervisory role	1
NHCS Teacher- leadership role	1
Mid-Level Admin position @NHCS	1
Mid-Level Admin position	1
Teacher	0.5
Long-term Substitute/Building Substitute	0.5
Fellow @ NHCS	0.5
College TA directly relevant content area teaching	0.25
Assistant Teacher	0.5
CityYear Team Leader	0.25
Full-time Athletic Coaching (only if applying for Dean of Culture)	0.5*
College Teaching directly relevant content area teaching	1
High level or deep content experience directly associated with new position	0.5

Counselors/Nurses/Psychologists

Newly hired staff shall be credited for previous work experience in accordance with the following schedule:

1:1 ratio for directly relevant experience;

0.5:1 ratio for indirectly relevant experience.

Determinations around directly relevant and indirectly relevant experience will be made on a case-by-case basis at the time of hire.

Appendix C Evaluation Rubric

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1. Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluation are:
 - i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv. To assure effective teaching and administrative leadership, 35.01(3).

2. Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A. *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B. Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E. *Common Assessments: Identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance assessments, and capstone projects.
- F. *Educator(s): Inclusive term that applies to all teachers covered by this article, unless otherwise noted.
- G. *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage and/or overall performance rating. There shall be four types of Educator Plans:
 - i. Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii. Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii. Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

- iv. Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H. *DESE: The Massachusetts Department of Elementary and Secondary Education.
- I. *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J. *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i. Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
 - ii. Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
- iii. Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iv. Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K. Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/

Evaluation; and 5) Summative Evaluation.

- L. *Expected Impact: the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments.
- M. *Experienced Educator: An educator with Professional Teacher Status (PTS).
- N. *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- O. *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans and performance on the Standards and Indicators of Effective Teaching Practice. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- P. *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan and performance on Standards and Indicators of Effective Teaching Practice.
- Q. *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R. *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards. *Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments where available, and student ACCESS for ELLs gain scores.
- S. *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the

Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- T. Parties: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U. *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
 - i. Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - ii. Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - iii. Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - iv. Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V. *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W. *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X. Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i. Standard 1: Curriculum, Planning and Assessment

- ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture
 - v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- Y. *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii. Elements: Defines the individual components under each indicator
 - iv. Descriptors: Describes practice at four levels of performance for each element
- Z. *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. BB) CC)
- AA.*Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- AB.*Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d), in the area of vocational education as provided in 603 CMR 4.00 or who is employed in a comparable position in a collaborative. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
3. **Evidence Used in Evaluation The following categories of evidence shall be used in evaluating each Educator:**
- A. Multiple measures of student learning, growth, and achievement, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. Common assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects

district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS for ELLs gain scores, if applicable.

- iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B. Judgments based on observations and artifacts of practice including:
- i. Unannounced observations of practice of any duration.
 - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Educator work products.
 - iv. Examination of student work samples.
- C. Rubric Evidence relevant to one or more Performance Standards, including but not limited to:
- i. Evidence compiled and presented by the Educator, including :
 - 1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - 2. Evidence of active outreach to and engagement with families;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s).
 - iv. Student Feedback – see # 22 below; and
 - v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by DESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by DESE.

5. Evaluation Cycle: Training

- A. Prior to the implementation of the evaluation process contained in this article, districts shall arrange training for all new Educators, principals, and other evaluators that outlines the components of the evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE.
- B. By November 1st of the first year, all new Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by DESE.

6. Evaluation Cycle: Annual Orientation

- A. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7. Evaluation Cycle: Self-Assessment

- A. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii. The self-assessment includes:
 - 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - 2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - 3. Proposed goals to pursue:
 - a. (1st) At least one goal directly related to improving the Educator's own professional practice.

- b. (2nd) At least one goal directly related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8. Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. During the development of the Educator Plan, the Evaluator shall communicate clear expectations for Educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as

evidence of Educator performance. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the Educator and Evaluator for other classroom assessments.

C. Educator Plan Development Meetings shall be conducted as follows:

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

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

A. In the first year of practice or first year assigned to a school:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii. The Educator shall have at least four unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

- i. The Educator shall have at least three unannounced observations during the school year.

10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- A. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11. Observations

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A. Unannounced Observations

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

B. Announced Observations

- i. All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 2. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- a. (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- b. (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- 3. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- 4. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. (1st) Describe the basis for the Evaluator's judgment.
 - b. (2nd) Describe actions the Educator should take to improve his/her performance.
 - c. (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - d. (4th) State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, student learning in relation to anticipated student learning gains on multiple measures of student learning, growth and achievement, and other evidence of performance in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan and performance on Performance Standards and overall.

- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan and performance on each performance standard and overall.
- C. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to

the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D. For an Educator whose overall performance rating is exemplary or proficient, the Evaluator applies professional judgement to collected evidence of educator performance to place educators on either a one or two-year plan. If the Evaluator selects a one-year plan, the Evaluator's supervisor shall discuss and review the evaluation with the Evaluator and the supervisor shall confirm or revise the duration of the Educator's plan. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the plan duration shall not be subject to review.

- E. The summative evaluation rating must be based on evidence from multiple categories of evidence, including products of practice; impact on student learning based on multiple measures; student feedback; and other evidence related to performance Standards. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K. The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

- A. Educator Plans shall be designed to provide Educators with feedback

for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
 - iv. Clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance.
- C. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

- A. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

- A. A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - i. The evaluator shall apply professional judgment to the evidence to place the educator on a one- or two-year Self-directed Growth Plan.

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F. The Improvement Plan process shall include:
 - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may request that a representative of the Union attend the meeting(s).

- iii. The Educator has the right to inform the Union that they have been placed on an Improvement Plan.
- G. The Improvement Plan shall:
 - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii. Describe the assistance that the district will make available to the Educator;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii. Include the signatures of the Educator and Supervising Evaluator.
- H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-directed Growth Plan.
 - 2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - 3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - 4. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the

superintendent that the Educator be dismissed.

20. Timelines

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

A. Educators with PTS on Two Year Plans

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

B. Educators on Plans of Less than One Year

- i. The timeline for educators on Plans of less than one year will be established in the Educator Plan.

21. Career Advancement

- A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C. Educators with PTS whose summative performance rating is exemplary shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Using Student feedback in Educator Evaluation

- A. In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

23. General Provisions

- A. Only Educators who are licensed may serve as primary evaluators of Educators.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C. The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or nonrenewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

COLLECTIVE BARGAINING AGREEMENT

between

**BOSTON TEACHERS UNION,
LOCAL 66, AFT, AFL-CIO**

and

**NEIGHBORHOOD HOUSE
CHARTER SCHOOL**

UNIT B

Article 1 Recognition

This agreement (hereinafter, Agreement) has been entered into between the Boston Teachers Union, Local 66 AFT, AFTMA, AFL-CIO (hereinafter, Union) and Neighborhood House Charter School (hereinafter, Employer) and shall apply to only those employees described in the Recognition provision of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at Neighborhood House Charter School as follows:

Paraprofessional & School Related Personnel (PSRP) Unit: All full-time and regular part-time employees employed by the Neighborhood House Charter School as fellows, paraprofessionals, behavioral aides, student support specialists/aides, teaching assistants, applied behavioral analyst aides, operations staff, daycare assistants, building substitutes, assistant facilities managers, front office coordinators, dining hall coordinators, family engagement coordinators, data and assessment coordinators, custodians, and community support staff including recess coordinators and lunch monitors, but excluding principals, professional employees, daycare coordinator, and all managerial, confidential, casual and other employees employed by the Neighborhood House Charter School.

Article 2 Duration

1. This Agreement shall be effective upon date of ratification through June 30, 2028 and shall remain in full force and effect until a successor agreement has been reached between the Parties.
2. Collective bargaining for a successor agreement may be initiated by either party by written notice to the other party not more than 180 days prior to its expiration. If negotiations are not completed by June 30, 2028, the provisions of this Agreement will remain in full force and effect until a successor agreement is executed.

Article 3 Union Rights

1. Access

Any authorized Union representative ("Representative") shall have a reasonable right of access to the Employer's facilities. The Representative shall provide advanced notice to the Employer before any visit. Any authorized union representatives may access mailboxes and bulletin boards. Upon arriving on the work site, the Representative shall notify the

administration of their arrival. Union Representatives shall not in any way interrupt or interfere with any employee's duties or assignments or other educational obligation. The Representative may contact employees before and after employees' hours of service or during lunch and duty free periods and may meet with employees during these times at the work site subject to the limitation described above.

2. **Membership Dues Check-off**

- A. Upon receipt of a signed union authorization card of the employee involved, the Employer shall deduct from the employee's pay the dues payable by them to the Union provided for in said union membership authorization. The Union shall notify the Employer of any change in the rates of membership dues in writing each year. Any changes in rates will be processed by the employer consistent with payroll timelines.
- B. Deductions shall be made no later than the second pay cycle after receipt of the authorization and from each subsequent check unless revoked in accordance with law.
- C. Deductions provided in subsection (2)(a) of this article shall be remitted to the Union within ten (10) business days after the deduction was made. The Employer shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deduction.
- D. The Union shall indemnify, defend, and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the application of this Article.
- E. In the event that an employee has not earned enough in a pay period to satisfy their dues obligation, the Union shall collect those union dues directly, and the Employer shall not be held responsible for collection of those union dues. The Employer will not make union dues deductions if said deduction will cause the employee's compensation to fall below the state or federal minimum wage.
- F. The Employer shall provide the Union with an updated list of employees when this Agreement is executed and on a monthly basis thereafter.

3. **Orientation and Communication**

- A. New Employees
 - i. **Orientation.** The Employer shall provide the Union with an opportunity to meet with newly hired employees, without charge to the pay or leave time of the employees, for no less than thirty (30) minutes, within ten (10) calendar days from the date of hire, but after the completion of new employee orientations and/or all start of year employee orientations conducted prior to students returning to school. If the employer does not conduct new employee orientations, then the meetings shall take place at individual or group meetings.

- ii. **New Employee Information.** Within ten (10) calendar days from the date a prospective bargaining unit employee accepts an offer of employment, the employers shall provide the following contact information to the Union: name, job, title, home address, work telephone number, home and personal cell phone numbers on file, date of hire, work email address, and personal email address on file.

- B. **Ongoing Information Sharing.** The Employer will make available to the Union all information required by law.

C. **Use and Access of Premises and Systems**

- i. **Email:** The Union shall have the right to use the email systems of the Employer to communicate with members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. All Union communications must comply with applicable the Employer policies.
- ii. **Bulletin Board:** The Union shall have the right to post notices of Union matters on designated union bulletin boards. The Employer shall provide a designated bulletin board at each work site. The Union agrees that no notices will be posted that contain profane or obscene material.
- iii. **Mailboxes:** The Union shall be permitted to communicate with the employee through mailboxes.
- iv. **Meetings:** The Union may use building facilities for meetings, including after regular school hours, with prior approval from the Employer, subject to availability and operational needs. Such approval shall not be unreasonably denied.

4. **Union Leave**

The Union may request the release of designated unit members from their regular duties for no more than a combined total of five (5) release days per year for the purposes of attending union matters. Subject to scheduling and operational needs, approval shall not be arbitrarily or capriciously denied

5. **Staff Meetings**

The Union shall have the right to propose agenda items for site staff and all staff meetings.

6. **Release Time for Bargaining**

The union bargaining team members may be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with the Employer. Subject to scheduling and operational needs, approval of release time shall not be arbitrarily or capriciously denied.

7. Union Meetings

The Union shall be allowed to meet for a total of 60 minutes at the beginning of each school year during the orientation week. All bargaining unit members will be released from work duties to attend. The meeting shall be scheduled jointly between the Union and the Employer.

Article 4 **Management Rights**

Except as expressly provided otherwise in this Agreement, Neighborhood House Charter School will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise all the powers, authority and prerogatives of management subject to any notice and bargaining obligations with the Union. The rights of Neighborhood House Charter School shall include, but are not limited to, the following:

1. Governance and Compliance
 - A. To direct and conduct the educational affairs of NHCS.
 - B. To comply with applicable laws.
 - C. To set admission policies based on the charter.
 - D. During an emergency that adversely impacts NHCS's ability to deliver educational services in the normal course, NHCS will have the right to take appropriate action to minimize disruption of educational services, subject to impact bargaining.
2. Financial Management
 - A. To determine revenue-raising methods, budget processes, and allocations.
 - B. To determine and approve the criteria for the type of professional development provided.
 - C. To determine whether goods or services should be purchased or leased.
 - D. To lay off employees due to lack of work, lack of funds, or for other lawful reasons.
3. Academic Affairs
 - A. To develop, evaluate, and determine the educational curriculum.
 - B. To set student assessments.
 - C. To establish the academic calendar including the duration of the school year and school day.
 - D. To determine the level of student competency, progress, and promotion.
 - E. To establish education programs and to determine the qualification of students to be served by any such programs.

4. To determine class size. Human Resources Management
 - A. To direct, supervise, and evaluate employees.
 - B. To hire, appoint, and promote, including determining qualifications and requirements for positions or promotions.
 - C. To assign and transfer employees.
 - D. To schedule and enforce working hours.
 - E. To discipline and discharge employees.
 - F. To subcontract out work, subject to Article 21, Subcontracting.
5. Organizational Structure and Operations
 - A. To direct the operations of NHCS.
 - B. To add/ modify or eliminate departments.
 - C. To establish new jobs, abolish, and change existing jobs.
 - D. To determine the organization and the number of personnel.
 - E. Subject to any notice and bargaining obligations, to create and/or modify work rules, regulations, policies, and procedures.
 - F. To establish job descriptions.
6. Facilities and Technological Changes
 - A. To change or eliminate existing equipment, facilities, programs, or schools.
 - B. To institute technological changes. NHCS shall notify and bargain with the Union over the implementation of Artificial Intelligence in the workplace.

Article 5 **Discipline and Discharge**

1. Probationary Period

Bargaining unit members shall have a Probationary period of one hundred twenty (120) calendar days.

If an employee changes jobs within the bargaining unit after completing their initial probationary period, the employee shall be subject to an additional one hundred twenty (120) calendar day probationary period for their new role. If during the additional probationary period, their employment in the new role would be terminated or if the employee opts to relinquish the position, the employee may return to the position that they previously held if a vacant position is available. If there is no vacancy, and the termination was prompted by the employer, they may elect to either bump a less senior employee (in their previous position), or be placed on a recall list in accordance with Article 7, Layoff and Recall. If there is no vacancy and the

staff member opts to relinquish the position, the staff member will be placed on a recall list in accordance with Article 7, Layoff and Recall.

2. Just Cause

No employee who has completed a one hundred twenty (120) calendar day probationary period, calculated from the first day the employee is required to report to work, shall be disciplined or discharged by the Employer except for just cause.

Performance related issues shall be addressed through Article 18, Evaluations.

The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such discipline.

3. Progressive Discipline

The concepts of “progressive discipline” and the prohibition of disparate treatment by an administrator are to be applicable.

4. Discipline Procedure

- A. The Employee or the Union may use the grievance procedure to appeal discharge or discipline. Entry shall be at Step 2 for discharge or suspension without pay. The employee or the Union must notify the administration of their intent to grieve within thirty (30) working days of receipt of the notice to suspend or discharge. Failure to provide written notice of intent to appeal within the designated time frame waives the right to appeal the action.
- B. Only the Union may appeal a written reprimand, suspension without pay or discharge through the arbitration procedures in the contract.
- C. Disciplinary actions shall not be taken without first conducting an investigation, including holding an investigatory meeting with the employee to investigate the facts of the incident, prior to which the employee shall be given notice of the specific charges upon which the employer is basing its proposed discipline and at which the employee is entitled to union representation. The employee has the right to be accompanied by a Representative of the Union.
- D. If an Employee is placed on leave during the course of an investigation into a disciplinary matter, the Employee shall continue to be compensated at their regular rate for the duration of the leave, unless indicated.
- E. When imposing discipline, or offering constructive criticism, confidentiality shall be maintained except as required by law.
- F. An employee shall receive at least two (2) work days’ notice prior to disciplinary conference, unless waived by the employee. The notice shall include the time of meeting, the location, and the basis for the contemplated discipline. The administration will meet with the employee

to discuss the action being contemplated and the basis for it, will provide the employee with any documentary evidence, subject to the redaction of student names and identifying information, and will give the employee an opportunity to respond. The employee has the right to be accompanied by a Representative of the Union.

- G. Employees shall receive a copy of all documents placed in their personnel file.
- H. Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in all personnel files containing the disciplinary action.
- I. No recording devices shall be used by either the employer, the Union or the employee without the expressed written consent of all present parties.
- J. No employee shall be publicly reprimanded.

Article 6 **Grievance and Arbitration**

1. **Definition of a Grievance.** A grievance refers to a complaint alleging that there has been a violation, misinterpretation, or inequitable application of a specific provision of this agreement; provided, however that any matter arising before the effective date of this agreement, will not be subject to this grievance procedure. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance procedure.
2. **Representation.** The employee may be represented at all levels of a grievance by a Union representative. The grievant may also represent himself before the level of arbitration, provided the union is allowed to be present at the grievance hearings. However, only the Union can bring the matter to arbitration.

A Union representative may contact employees before and/or after regular school hours or during employee lunch and other breaks to investigate complaints and/or discuss grievances. A Union representative shall not in any way interrupt or interfere with any employee’s duties, assignments, or other educational obligations.
3. **Meetings.** Meetings under this Article shall be scheduled by the Employer at mutually agreeable times and locations.
4. **Effect of Time Limits.** If a grievance is not processed by the grievant or the Union at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. NHCS strives to respond to every grievance in a timely manner; however, if the Employer fails to respond within the time limits, it shall be considered a denial of the grievance and the employee or the Union may move the grievance to the next step of the procedure. The time limits

set forth in this Article may be extended by written mutual agreement of the parties, and in no event shall such agreement constitute practice or precedent for any other matter.

5. **Informal Process.** Prior to filing a formal grievance the employee and the Union are encouraged to make an effort to resolve the problem through an informal conference with the Executive Director, Director of Talent and Human Resources, or designee. However, engaging in the informal process does not toll the grievance timeline unless mutually agreed upon in writing by the parties.
6. **Formal Process.** A grievance may be initiated by an employee or by the Union. In order to be processed, a grievance must be reduced to writing and shall include a clear statement of the grievance, reference to the specific provision or provisions of the Agreement allegedly violated, and the specific remedy requested.
 - A. *Step One:* The grievance shall be reduced to writing within thirty (30) calendar days after the grievant knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance signed by the grievant and delivered to the school Principal on forms mutually agreed upon by the parties, exclusive of the informal process referred to in section E. Within fifteen (15) calendar days after receipt of the grievance, the Principal or their designee may meet and confer with the grievant and the employee representative in an effort to resolve the grievance. The Principal or their designee shall indicate the disposition of the grievance in writing within ten (10) calendar days after such meeting (or within 20 calendar days of receipt of grievance if no meeting occurred) and shall furnish a copy thereof to the grievant and the Representative.
 - B. *Step Two:* If the grievant is not satisfied with the disposition of the grievance, they or the Union may, within ten (10) calendar days after receiving the decision of the Principal, appeal the grievance to the Director of Talent and Human Resources and this appeal shall be in writing. Within fifteen (15) calendar days after receipt of the appeal, the Director of Talent and Human Resources or their designee shall investigate the grievance, may meet with and confer with the grievant and representative and render their decision in writing. A copy of this decision shall be delivered to the grievant and the representative. No employee shall lose any salary or benefits due to their participation in a meeting. In the event that a grievance affects more than one employee, the Union may file a grievance at a Step 2 on behalf of itself or all affected employees.
 - C. *Step Three:* If the grievant is not satisfied with the disposition of the grievance, they or the Union may, within ten (10) calendar days after receiving the decision of the Director of Talent and Human Resources, appeal the grievance to the Executive Director and this appeal shall be in writing. Within fifteen (15) calendar days after receipt of the appeal, the Executive Director or their designee shall investigate the grievance,

may meet with and confer with the grievant and representative. The Executive Director shall render their decision in writing within five (5) working days of the meeting. A copy of this decision shall be delivered to the grievant and the representative. No employee shall lose any salary or benefits due to their participation in a meeting.

- D. *Mediation:* At this point, the parties may jointly agree in writing to request mediation services from DLR, FMCS or a private mediator prior to arbitration. Parties may also agree, in writing, to toll procedural timelines during mediation.
- E. *Arbitration:*
 - i. If the Union is not satisfied with the decision at Step 3 and mediation is not opted for or is unsuccessful, the Union may submit the grievance to arbitration by written notice to the Executive Director within thirty (30) calendar days of receipt of the written disposition of the Step 3 hearing. If the Employer fails to respond within the time limits at Step 3, the Union may also submit the grievance to arbitration. The date of mailing, emailing, fax or hand delivery of demand for arbitration shall constitute the date of filing under this Article.
 - ii. Requests for arbitration must be directed to the American Arbitration Association (AAA) or the Labor Relations Connection (LRC) with a copy to the Executive Director. The voluntary labor arbitration rules of the selected arbitration provider (AAA or LRC) shall apply to the proceeding.
 - iii. Grievants and bargaining unit witnesses shall be released, after proper notice to the administrator, without loss of pay for their attendance at the arbitration. If the grievance involves a class of grievants, no more than two (2) representative grievants at any time shall be released without loss of pay. Witnesses will only be released for the period of their testimony and reasonable travel time. Any time spent beyond the specific portion of the arbitration requiring attendance by the grievant and/or witness shall be unpaid.
 - iv. The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement, and may only determine such issues as may be properly submitted to them by the parties. The arbitrator's decision shall not be contrary to state or federal law.
 - v. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law.
 - vi. The cost for the Arbitration shall be shared equally by the Parties. Each side shall be responsible for its own attorneys' fees and costs. No incident that occurred or failed to occur prior to the effective date of the initial Collective Bargaining Agreement between the parties shall be the subject of any grievance.

7. **Reprisals.** There shall be no reprisals against any employee for utilizing the grievance procedure or for assisting a grievant pursuant to this Article.

Article 7 **Layoff and Recall**

1. **Definition of a Layoff.** Layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. **Layoff Procedure**
 - A. The Employer retains the exclusive right to determine the number of professional positions and non-professional positions that are needed at the School, except as expressly provided otherwise in this Agreement.
 - B. The Employer agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.
 - C. Before implementing a layoff, the School will provide 45 calendar days written notice to the Union whenever possible and discuss with the Union alternative means by which the reduction in staff could be accomplished or avoided. In the event of a layoff during the school year, if an employee is provided less than two week's written notice of a layoff, they must receive pay and benefits for the difference between the actual notice and the two weeks.
 - D. In the case of employees being laid off the following school year, the Employer will notify the union and the affected employees in writing of its intent to lay off by no later than May 1 prior to the beginning of the academic year in which the layoff is to be effective. Nothing in this paragraph shall preclude the Employer from implementing layoffs after May 1 if the need for such layoffs is not established by May 1.
 - E. If no alternatives are reached by the parties, the reduction will be implemented in accordance with the following provisions:
 - i. When a reduction in the number of staff is needed in a particular role⁴, bargaining unit members in the affected role shall be laid off in inverse order of seniority (as defined in Article 30, Seniority).
 - ii. Exceptions to section i above may be made as follows:

Scenario 1: Layoff during the academic year: If a junior bargaining unit member in the affected role meets DESE requirements or is licensed and the senior bargaining unit member in that role does not meet DESE requirements or is not licensed.

Scenario 2: Layoff for the following academic year: If a junior bargaining

unit member in the affected role meets requirements or is licensed and the senior bargaining unit member in that role does not meet requirements or is not licensed by May 1.

Scenario 3: If the senior bargaining unit member's evaluation rating(s) over the past two years was Unsatisfactory or Needs Improvement and the junior bargaining unit member's evaluation rating(s) over the past two years was Proficient or Exemplary. If one or both of the employees have been in the bargaining unit for less than two years, any evaluations they received during their time in the bargaining unit shall be considered in lieu of the previous two years' evaluations.

- F. Seniority will not continue to accumulate during the period in which an employee is in laid-off status. An Employee who has lost seniority as the result of a layoff shall have their seniority (for time worked) fully restored upon completion of ninety (90) days of work following their recall to a bargaining unit position.

3. Recall Procedure

- A. During the recall period, the laid-off employee will have preference for any vacancy or new position for which they are certified or for which they have passed the MTEL exam. Recall will be offered in order of seniority.
- B. Each employee on layoff shall be required to provide the human resources department in writing with a current home address and personal email to both of which a letter of recall will be sent.
- C. If a recall opportunity exists in the school, a letter shall be mailed to the employee to the home address and email they provided, certified mail, with return receipt requested.
- D. An employee offered a recall opportunity must notify the Employer in writing of their decision within eight (8) business days of receipt of the Employer's offer via certified mail. If the employee fails to respond affirmatively to the recall within the 8-day period, they will forfeit all recall rights.
- E. An employee who has been laid off shall maintain recall rights for twelve (12) months beginning on July 1 following the last school year they taught before the layoff or until they refuse a recall opportunity within the school, fails to respond to a recall letter, or submits a resignation, whichever occurs first.

Article 8 **Protection of Employees**

1. Policies and procedures regarding restraints, physical confrontations, de-escalation, child abuse, and child neglect shall be in writing and distributed to employees at the beginning of each school year. Staff shall be provided

⁴ When referring to teaching staff, the term "role" is defined as a particular teaching discipline (e.g., math teacher, science teacher, etc.)

training on these policies and procedures. An employee shall not be disciplined or reprimanded for actions taken during physical confrontations or restraining a student, provided such actions are in accordance with the policies and procedures on which the employee was trained. Policies and procedures regarding restraints and fights shall be in writing and distributed to employees at the beginning of each school year. An employee may act reasonably to protect themselves or the safety of students without fear of disciplinary action.

2. All employees shall be covered by Workers' Compensation Insurance. In the event of an injury, the employee shall immediately notify their direct supervisor, who will then notify the Director of Talent & Human Resources. The Director of Talent & Human Resources shall provide all proper forms for filing a workers' compensation claim. Once approved by Workers' Compensation coverage, any employee leave time used shall be reinstated and no employee shall suffer loss of sick time for any time out due to such a workplace injury. An employee may choose to use their accumulated paid leave to supplement Workers' Compensation up to one hundred percent (100%) of the employees' salary.
3. The Employer will reimburse employees for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the employee is acting (a) in accordance with training and policies, and (b) in the discharge of their duties within the scope of their employment. The Employer may subrogate the claim if the employee is covered by another insurance policy.

Article 9

Salary

1. Salary Schedules

- A. The salary schedules listed in Appendix A shall apply to bargaining unit members employed at the school upon August 1, 2025, and/or thereafter. Salaries for the 2025-2026 school year shall be retroactive to October 24, 2025.
- B. Employees on payroll as of ratification shall be placed in the salary step and lane of the applicable salary schedule in Appendix A reflecting their years of experience with the Employer and their years of previous experience in accordance with the Work Credit Compensation Grid, Appendix B. During the life of the contract, if the employee's current salary is higher than the salary listed on the salary scale or their placement on the scale results in less than a 1.5% increase, they shall be paid at their current rate of pay and receive a 1.5% increase annually.
- C. Newly hired employees shall be placed by the Employer in the salary step and lane of the applicable salary schedule in Appendix A reflecting

their years of experience (up to five (5) years at full credit, and half-year credit thereafter) in accordance with the Work Credit Compensation Grid, Appendix B. NHCS retains the right to make decisions on initial step assignments upon hiring, based on resume and experience. However, new bargaining unit members shall not be hired at a salary exceeding the salary received by employees with the same experience and academic credentials.

- D. Employees will advance a step on the salary schedule on the first pay period of August each year following their hiring. In order to advance a step, the employee must be in paid status for at least one hundred twenty-five (125) days in the previous academic year. For new employees, those hired prior to March 1 shall advance a step the following year.
- E. Employees shall advance to a higher salary lane when they provide evidence that they have met the degree and/or MTEL requirements (or comparable certification/licensure required) pursuant to this Agreement. Upon providing such evidence to the Employer, the employee's pay shall be increased beginning the next full payroll cycle from the date the employee provided evidence to the employer that the qualifications were met.
- F. Employees who have attained a Bachelor's degree or higher shall be placed an additional step higher on the salary scale. If an employee is on the top step they shall be compensated the equivalent percent of a step added to their base.

2. Tuition Revenue

- A. For the academic year 2026-2027 (FY 2027) if NHCS's DESE tuition revenue, which shall be determined by a factor of both per pupil tuition payment and enrollment, is more than 2% higher than budgeted in that fiscal year's approved budget, all eligible staff will receive a one-time \$500 payment on the last payroll of the fiscal year and a .25% increase shall be added to the base wage increase (i.e. totaling 1.25% base wage increase) effective academic year 2027-2028 (FY 2028). Eligibility is defined as staff who were in paid status for at least one hundred twenty-five (125) days in that academic year and are active NHCS employees as of the last day of the school year.
- B. For the academic year 2027-2028 (FY 2028) if NHCS's DESE tuition revenue, which shall be determined by a factor of both per pupil tuition payment and enrollment, is more than 2% higher than budgeted in that fiscal year's approved budget, all eligible staff will receive a one-time \$750 payment on the last payroll of the fiscal year. Eligibility is defined as staff who were in paid status for at least one hundred twenty-five (125) days in that academic year and are active NHCS employees as of the last day of the school year.

- C. NHCS shall provide the Union a copy of the fiscal year's approved budget no less than ten (10) days after approval.
- D. NHCS shall inform the Union of tuition revenue projections/revisions by January 15 each year and tuition revenue actuals within five (5) business days after June 30 each year.

3. **Payment of Salary**

- A. Employees shall be paid on a bi-weekly basis. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last business day before the regularly scheduled payday.
- B. Employees on the school calendar shall be paid their annual salary in twenty-six (26) installments.
- C. School calendar employees who voluntarily separate from employment, or who are not renewed, at the end of a school year shall continue to receive pay and benefits through the end of the final regular pay period for that academic year.

4. **Longevity Bonuses**

Employees shall be provided a longevity payment after completing the following benchmark of consecutive full years of service (i.e. one payment at each benchmark) and commencing work the next year as an employee at NHCS with payment based upon the following schedule. Payments will be paid to employees, minus standard deductions, in the second paycheck of their next contract year after the anniversary has been reached.

- A. 5 years: \$1,500
- B. 10 years: \$2,000
- C. 15 years: \$2,500
- D. 20 years: \$3,000
- E. 25 years: \$3,500

5. **Hourly Rate of Pay**

- A. hourly rate for Unit B shall be \$30/hour or their hourly rate, whichever is greater.
- B. Staff who are assigned to after school or before school services outside their regularly scheduled work hours will be paid at the hourly rate.

6. **Coverage Compensation**

- A. Unit B employees who cover a class for a long-term leave or vacancy (at the direction of the Employer) shall be compensated at the Step 1 of the educator pay scale for the coverage period.

- B. Employees who cover a class in response to daily coverage needs (at the direction of the Employer) shall be compensated at the hourly rate of pay in addition to their normal pay.

7. **Preparation Period Compensation**

If an employee is required to perform assigned teaching or additional duties during their preparation time, said employee shall be compensated at the hourly rate of pay on a pro-rated basis. This Section shall not pyramid with coverage contemplated in Section 6 above (Coverage Compensation).

8. **Stipended Positions**

- A. All stipend positions shall be posted for at least two (2) weeks and shall be available, but not limited, to all members of the bargaining unit. Prior to engaging in stipended work, employees shall be provided with written documentation signed by both parties that outlines responsibilities and compensation.
- B. Should the Employer create new stipend position, the parties shall negotiate over duties and rate of pay prior to posting the new position.

C. Stipend Amounts:

Instructional Stipends:

- Department chair: \$2,000 per year
- Grade level lead: \$2,000 per year
- New employee mentor: \$850 per year, \$1,250 if mentoring more than one

After-School Enrichment Stipends:

- Overnight Trip Coordinator – International: \$750
- Overnight Trip Chaperone: \$100 per night

Student Club Sponsor: \$250 per year

Athletic Stipends:

- Head Coach – Varsity: \$3,500 per season
- Co-Head Coach – Varsity: \$2,750 per season
- Head Coach – MS: \$2,000 per season
- Head Coach – Playoffs: \$500
- Assistant Coach – Playoffs: \$250
- Assistant Coach /JV Head Coach: \$2,000 per season
- Assistant Coach – MS: \$1,750 per season

- MS Assistant Athletic Director: \$3,500 per season
- School Culture Leadership Stipends:
 - Spirit Committee Chair: \$1,000 per year
 - Spirit Committee Member: \$500 per year
 - Queen St Pollinator Garden Coordinator: \$300 per year

9. **ESY**

- ESY shall be a three (3) week program in July. Staff hours shall be from 8:30 a.m. to 12:30 p.m. Monday through Friday unless otherwise determined by ESY teachers and leadership in collaboration with families. Any such change shall be reflected on the interest form/communication.
- Teachers shall be paid \$3,000 over two pay periods.
- If a teacher is selected to work ESY but due to low program enrollment is not ultimately needed, a \$500 stipend will be paid to the teacher.

10. **Summer School**

- Summer school shall be a three (3) week program in July. Staff hours shall be from 8:30 a.m. to 12:30 p.m. Monday through Friday unless otherwise determined by summer school teachers and leadership in collaboration with families. Any such changes shall be reflected on the interest form/communication.
- Summer school program director shall be paid \$5,000 over two pay periods. Teachers shall be paid \$3,000 over two pay periods.
- Front desk coverage shall be paid \$2,000 over two pay periods.
- If a teacher is selected to work Summer School but due to low program enrollment is not ultimately needed, a \$500 stipend will be paid to the teacher.

11. **Special Projects**

At the discretion of and with prior approval of the Executive Director or designee, special projects are intended to compensate NHCS employees who volunteer for completion of unanticipated tasks/projects that fall outside their contracted hours. Depending on its nature and duration, special projects will be paid at the contractual hourly rate via payroll. Prior to engaging in special project work, employees who engage in special project work shall be provided with written documentation signed by both parties that outlines responsibilities, deliverables, and compensation. Employees will be required to submit a timesheet to their principal/ supervisor and obtain signature approval before any amount will be paid out.

12. **Referral Bonuses**

- The Employer shall continue the practice of awarding an Employee referral bonus when an employee refers a candidate that is subsequently

hired. Hiring managers and their supervisors are not eligible to receive a referral bonus for positions for which they are the hiring authority. The bonus will be paid in two parts: half will be paid after the new employee has been employed with the School for six (6) weeks and the other half will be paid when the new employee has been employed with the School for twelve (12) weeks.

B. The bonuses are as follows:

- Science, Math, or Computer Science Teachers: \$1,500
- All other teaching and exempt staff: \$1,000
- All non-exempt staff: \$500

Article 10 **Benefits**

All benefits are subject to the terms of the applicable benefit plan documents and summary plan descriptions. Employee benefits shall be provided in accordance with M.G.L. 32B. The below benefits shall apply to the current contract year (through December 31, 2025). If the benefits offered by the insurance providers materially change during the next benefits cycle, NHCS shall notify the Union. The Union may request to bargain over the changes within thirty (30) days of the notice. Failure to request bargaining during that window shall result in a waiver of the right to bargain over the changes.

1. **Health, Dental and Vision Insurance**

Plan Design: HMO [In-Network Benefits]

<u>Type of Service</u>	<u>Copayment</u>
Routine Checkups.....	\$0
PCP Office Visits.....	\$20
Specialists Office Visits.....	\$20
Emergency Room	\$75
Outpatient Surgical.....	\$0 after Deductible
Inpatient Hospitalization.....	\$0 after Deductible
Retail (30-day) Prescription Drug.....	
Tier 1 and 2 \$5/\$15, Tier 3 \$35, Tier 4 \$60	
Mail-Order (90-day) Prescription Drug.....	
Tier 1 \$10/\$30, Tier 2 \$70, Tier 3 \$180	

Beginning January 1, 2026, the Employer shall offer the following individual, family insurance plans to all bargaining unit members who work twenty (20) hours per week or more as follows:

Contribution Rates Medical, Dental, Vision

<u>Plan</u>	<u>Employee</u>	<u>School</u>
HPHC Best		
Buy HMO \$2,500	25%	75%
HMO Best		
Buy HMO \$3,500	22.4%	78.6%
Dental Insurance	50%	50%
Vision	50%	50%

Deductibles

HMO \$2,500:

Employee Only: Employer pays the first \$1,750 towards medical deductible expenses and then the employee will be responsible for the next \$750, if incurred within the plan year.

All Other Tiers: Employer pays the first \$1,750 of each member's medical deductible expenses up to \$3,500. The employee is then responsible for the next \$750 of each member's deductible expenses, up to the remaining \$1,500.

HMO \$3,500:

Employee Only: Employer pays the first \$1,750 towards medical deductible expenses and then the employee will be responsible for the next \$1,750, if incurred within the plan year.

All Other Tiers: Employer pays the first \$1,750 of each member's medical deductible expenses up to \$3,500. The employee is then responsible for the next \$750 of each member's deductible expenses, up to the remaining \$3,500.

Miscellaneous

Benefits selected by the employee must remain in force through the contract year and may not be canceled or changed until the next open enrollment period unless the employee has a qualifying event as defined by the Internal Revenue Service regulations.

Employees shall notify the Employer in writing of the selection of benefits or any change in benefits during the open enrollment period. The Employer shall provide all employees with a benefits selection form during open enrollment. An employee who fails to enroll during their initial enrollment period shall forfeit benefits coverage until the next open enrollment period or experiences a qualifying event as defined by the Internal Revenue Service regulations. For existing employees that have previously enrolled in benefits coverage, failure to take any action during the open enrollment period shall result in the continuation of their previously-selected plan for the next contract year.

2. Short and Long Term Disability Insurance

The Employer will provide the following short and long term disability and EAP at no cost to the employee for all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

Short Term Disability

60% of basic weekly earnings up to \$1,000 per week

Long Term Disability

60% of basic weekly earnings up to \$5,000 per month

3. Flexible Spending Accounts

The School will offer Healthcare and Dependent Care Flexible Spending Accounts and to all bargaining unit members working twenty (20) hours or more per week upon date of hire as follows:

FSA HealthcareIRS limit

FSA DependentIRS limit

4. Pension

Eligible bargaining unit members are covered by the Mass. Teachers Retirement System as determined by the MTRS law and regulation.

5. 403(b) Plan

The Employer will offer a 403(b) Retirement Savings Plan to all eligible bargaining unit members working twenty (20) hours or more per week upon date of hire.

6. Voluntary Supplemental Benefits

The School will offer voluntary supplemental insurance (100% employee paid) to all bargaining unit members working twenty (20) hours or more per week upon date of hire.

Article 11 **Duty Hours and Work Year**

1. Work Year Calendar

The scheduled work year shall follow the NHCS calendar. No extension of the work year shall be permitted by adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement. The work year shall consist of one hundred eighty-seven (187) work days (one hundred ninety (190) days for newly hired employees), and shall include: all one hundred eighty (180) days students are in school including any emergency or snow closure make-up days, the five

(5) workdays immediately before the start of the school year for returning staff; the five (5) workdays immediately before the start of school and three (3) other workdays before the start of school for new NHCS staff; along with two (2) professional development days scheduled throughout the school year.

Paid Holidays and Vacations during the School Year:

- Labor Day
- Indigenous People's Day (Columbus Day)
- Veterans' Day
- The Wednesday before Thanksgiving (½ day)
- Thanksgiving Day/National Day of Mourning, and the Friday after Thanksgiving Day/National Day of Mourning
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Winter Break (including the days students are on break around the Christmas to New Year holiday, with the exception of one (1) professional development day)
- MLK Day/National Day of Service
- The week including Presidents' Day
- The week including Patriots' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day

2. School Calendar and Year-Round Employees

Employees will be placed on either the school calendar or the year-round calendar. School calendar employees shall work the work year outlined in subsection 1 of this Article. Year-round employees shall work the work year outlined in subsection 1 of this Article, and shall also work the remainder of the workdays in June, July, and August.

Custodial and Facilities staff may be required to work over the following holidays and/or breaks:

- The Wednesday before Thanksgiving Day (½ day)
- Winter Break (Ten school days around the Christmas to New Year holiday)
- The week including Presidents' Day (excluding Presidents' Day)

- The week including Patriots' Day (excluding Patriots' Day)

3. Work Day

The work week shall be forty (40) hours inclusive of lunch. Employees shall receive a paid thirty (30) minute duty free lunch break.

Employees shall have a fixed weekly schedule that can be modified with 30 days notice, except in the case of emergency and exigent circumstances.

4. Overtime Work

- A. General Overtime.** Work performed at the request of or with prior authorization from the employer in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee. Overtime opportunities will be assigned equitably.
- B. Callback Overtime.** An employee called back to work by the employer after having completed their regular shift (or on a day off) and having left their place of employment will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on recall, and for such recall work they will be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular rate of pay. Of this guaranteed minimum, only a maximum of thirty (30) minutes may be allotted to travel time.

5. Coverage

When a unit member is asked to provide substitute teacher coverage, they shall be compensated for that coverage at a rate specified in Article 9, Salary.

6. Preparation Periods for Fellows and Assistant Teachers

Preparation time shall be self-directed and includes pupil free time during the instructional day. During preparation time, Fellows and Assistant Teachers shall not be required to attend professional development, staff meetings, other required meetings or perform supervisory or classroom teaching functions.

Fellows and Assistant Teachers shall be guaranteed a minimum of three (3) blocks/periods per week, inclusive of one (1) block/period a week for common planning time.

7. Administrative Duty

During the regularly scheduled workday, employees may be scheduled to perform up to one hundred twenty (120) minutes of administrative duty per week, with no more than sixty (60) minutes per day, without additional compensation. This Section shall not apply to community support staff positions that are specifically tasked with these administrative duties.

Administrative duties can be any of the following:

- Hall monitor
- Lunch duty
- Study hall
- Arrival/dismissal
- Recess

8. Religious Observance Day

There shall be two (2) religious/cultural holiday observance days; employees must provide two (2) weeks advance notice; request will not be unreasonably withheld.

Article 12 **Leaves and Absences**

1. Sick Days

- All bargaining unit members will be credited twelve (12) sick days at the beginning of each academic year. Bargaining unit members may carry over up to eight (8) sick days, in addition to the allotted sick days for the current school year. Sick time may be used in thirty (30) minute increments.
- Employees can use their sick time for following purposes, including but not limited to:
 - Care for the employee's own or their family members' physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
 - Attend routine medical and dental appointments for themselves or their family member;
 - Address the psychological, physical or legal effects of domestic violence; or
 - Travel to and from an appointment, pharmacy or other location necessary for the purpose of the leave.
 - Personal and/or family emergencies
 - Medical, dental, legal or court appointments
- Employees shall report an absence as soon as practical. If an employee is using their time for a pre-scheduled or foreseeable request, they shall provide five (5) days' notice. Employees may be required to provide documentation to support absences of longer than three (3) consecutive days. Management reserves the right to request medical documentation in instances where it perceives a potential pattern of abuse of sick day use.

2. Personal Days

Employees shall be able to use up to three (3) Sick days from subsection 1 as personal days at their own discretion. Such personal days shall be requested at least five (5) school days in advance if possible. In the event the employee cannot give advance notice because of an emergency situation, the time shall be approved. Employees are not required to state the reason for the request. The request will be approved by the administration. Employees may not be granted use of these days immediately preceding or immediately following scheduled vacation or holiday period, however, the Executive Director may grant approval if a case so warrants.

3. Bereavement Leave

Bereavement leave is available for all bargaining unit members. If an employee suffers the loss of an immediate family member, the employee will be entitled to bereavement pay for up to five (5) days. For the purposes of this paragraph, "immediate family member" means the employee's parent, spouse, domestic partner, child (including unborn children)⁵, grandchild, grandparent, mother-in-law, father-in-law, sibling or comparable step-relation, or anyone residing in the employee's household. Three (3) days without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above. Employees may use additional paid time off for additional bereavement time, with prior approval.

Bereavement days are expected to be used in a reasonable time period prior to or following the death of an immediate family member as defined above. This reasonable time period is expected to be within one (1) week of the funeral. Exceptions to the "reasonable time period" may be made, provided staff notify the school of their planned bereavement absence at least two (2) weeks in advance.

4. Parental Leave

- Every employee who is expecting or adopting a child will be granted an eight (8) week parental leave in accordance with M.G.L. c. 149, sec. 105D. If an employee also qualifies for leave under the Family Medical Leave Act (FMLA), the parental leave will run concurrently with the FMLA, where applicable. Employees may use accrued paid time off towards the unpaid portion of the parental/FMLA leave of absence.
- The school will continue to provide an employee with health insurance benefits at the same level of coverage during their parental/FMLA leave period.
- At least two (2) weeks prior to the end of the employee's planned parental/FMLA leave, the employee must notify Director of Talent &

⁵ Neither the length of the pregnancy nor the number of children lost will impact the number of days to which members of the bargaining unit are entitled.

Human Resources of their intent to return to work.

- D. The school will pay for two (2) weeks of the parental leave without using accrued paid time off. This time may be used to “top off” their PFML monetary benefits for employees receiving PFML benefits. The combined weekly sum of PFML benefits and employer-provided paid leave benefits cannot exceed the employee’s Individual Average Bi-weekly wage.

5. **FMLA Leave**

The Employer will comply with all provisions of the Family and Medical Leave Act (“FMLA”) as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee’s FMLA leave. In calculating the 12-month period within which an eligible employee may take FMLA leave, the Employer applies a rolling 12-month period, measured backward from the time the employee takes FMLA leave.

6. **Small Necessities Leave Act**

The Employer will comply with all provisions of the Small Necessities Leave Act (“SNLA”) as applicable. Any leave taken under SNLA will be unpaid unless the employee wishes to use vacation or personal time.

7. **Jury Duty**

NHCS shall compensate employees for the first three (3) days of jury duty and shall otherwise comply with state and federal law. The employee must submit acceptable verification of jury duty service to the Director of Talent & Human Resources in order to receive any benefits. Additionally, the employee must notify the Director of Talent & Human Resources as soon as practical of jury duty obligations.

8. **Military Leave**

Employees will be granted leave for active military service in accordance with all applicable state and federal laws. Accrued, unused paid time off will be paid during military leave at the employee’s request. Time in military service is regarded as the same as time worked for NHCS with respect to all seniority-related benefits.

9. **Paid Family Medical Leave**

- A. The Employer will comply with all aspects of the Massachusetts Paid Family and Medical Leave Law, (MA PFML). Eligible employees are entitled to a leave of absence to care for a family member with a serious health condition or their own serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service. Eligible employees will receive wage replacement benefits based on the employee’s earnings.

- B. Employees can use their paid time off under MA PFML intermittently and/or on a reduced schedule basis as permitted by law.

10. **Voting Duty**

If there are circumstances that do not allow the employee to vote during non-work hours, the employee is permitted to arrive no more than two (2) hours late. This time will be unpaid. Employees must make advance arrangements with their Supervisor.

11. **Leave for Union Business**

Not more than one (1) employee in the bargaining unit for teachers and paraprofessionals, who is an officer of the Union or appointed to its staff, shall be given leave of absence without pay or any other benefits during the school year for the purpose of performing legitimate duties for the Union. The employee given this leave of absence without pay shall receive credit toward salary increments on the wage schedule. This leave shall be limited to a maximum of one (1) year for any given employee for the duration of this contract.

Elected Positions: Employees running for elected union office shall notify the Director of Talent & HR by April 15 of the school year prior and shall notify the Director of Talent & HR by the Friday following the first Wednesday in June if they were elected.

Appointed Positions: Employees appointed to union staff must notify the Director of Talent & HR ninety (90) days in advance to use this leave.

Article 13 **Holidays and Vacations**

1. **Year Round Employee Vacation Time**

Employees will be placed on either the school calendar or the year-round calendar.

Full-time year-round employees shall accrue vacation time as follows:

Years 1-4: 200 hours per year

Years 5-9: 220 hours per year

Year 10+: 240 hours per year

Eligible part-time year-round employees (i.e. employees who are regularly scheduled for 20 or more hours per week) will accrue a prorated share of paid vacation time based on their scheduled hours and the above accrual rate.

Employees shall request vacation time in writing, through the time and attendance platform. Vacation requests for less than one week (40 consecutive hours) requires at least seven (7) calendar days’ notice. Requests

for one week or more (over 40 consecutive hours) must be submitted fifteen (15) calendar days in advance. Requests shall not be unreasonably denied. Vacation time can be used in minimum increments of thirty (30) minutes.

Vacation will not carry forward from one benefit year to the next. At the end of each benefit year any unused vacation time will be forfeited.

Upon separation from employment, the School shall pay the employee all accrued, unused vacation time.

2. Holidays

Year-round calendar employees shall have the following holidays with pay:

- Labor Day
- Indigenous People's Day (Columbus Day)
- Veterans' Day
- Thanksgiving Day/National Day of Mourning, and the Friday after Thanksgiving Day/National Day of Mourning
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- MLK Day/National Day of Service
- Presidents' Day
- Patriots' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day

Article 14 **Workplace Conditions**

1. Workplace Conditions

A. Safe and Clean Facilities

The Employer shall provide facilities that are clean, safe and maintained in good repair.

B. Working Space

The Employer shall provide each employee with equipment necessary to meet the curriculum standards.

The Employer shall ensure that all classrooms entry points are lockable, and the teachers and other appropriate staff have a working key. All classroom doors shall be lockable from the inside and outside of the classroom.

C. Classroom Environmental Control

When the temperature in a classroom falls below 60 F., or whenever the temperature reaches above 80 F. and/or the humidity exceeds 60%, the employee should inform the school and the school will work to address the issue.

D. Staff Break Room

Each worksite shall have a staff break room.

E. Locker

A locker or other appropriate lockable space shall be provided to all staff to store personal effects during the work day.

F. Restrooms

All employees and students shall have access to clean and fully functioning bathrooms.

The Employer shall designate at least two restrooms in each building as staff restrooms. These restrooms shall be clearly marked as staff restrooms.

G. Nursing Rooms

Any employee who is nursing will have access to a sanitary, private locking space other than a bathroom for the purpose of pumping breastmilk, and will determine time in consultation with their supervisor, for pumping.

H. Mail

Each employee shall be provided with a mailbox.

I. Duplication Facilities

Staff shall have access to duplication equipment for materials and record keeping. Duplication equipment is only to be used in a manner consistent with the duties and responsibilities of each staff member

J. Staff Laptop Access

All employees shall be issued a working laptop only to be used in a manner consistent with duties and responsibilities of the position held and in keeping with the School's Technology Policy

K. Counselor, Nurse, Special Education Staff and Deans Work Space –

Counselors, nurses, special education staff (including related services staff), and Deans shall have access to an adequate and appropriate workplace that ensures confidentiality that is consistent with professional responsibilities.

L. Consultation Rooms

Appropriate consultation rooms will be provided for uninterrupted work which shall include psychological testing and teacher-parent interviews.

M. Parking

Staff shall be provided access to electric charging stations in school parking lots at Queen Street and Centre Street. The School reserves the right to seek reimbursement for costs associated with the use of electric charging stations (i.e.. electrical chargers).

N. Public Transportation

Staff will be eligible for pre-tax MBTA T Passes.

O. School Construction and Repair

The Union shall be provided an opportunity to provide feedback concerning design and equipment of proposed new construction, alteration and repair of existing facilities.

Reasonable effort will be made to ensure that repairs which are disruptive to the education process are not done during class time. The administrative head should be notified as to when such work will be performed.

Upon request, the Employer shall provide the status of work orders.

2. Workplace Safety

A. Safety Drills

Each worksite shall hold both fire and lockdown drills at least once during each school year.

B. First Aid Kits

Each classroom shall be equipped with an adequate safety/first aid kit.

Article 15
Job Descriptions

All employees shall be provided with a job description. Job descriptions shall be updated periodically. Updates shall be negotiated with the Union.

Article 16
Workload

Workload Limits

1. Unit B employees shall have a thirty minute duty-free lunch. Responsibilities and assignments between staff in the same job title shall be distributed on an equitable basis.

2. Operation staff: Operations staff shall have a duty free lunch.

3. Front desk staff, custodians, facilities and dining staff will not be asked to cover classes for a teacher that is out.

4. Building Substitute Teachers: Building Substitutes shall have a duty free lunch. If a building sub is asked to cover a teacher's full load for more than five consecutive school days, then they will have at least one free period per day for planning purposes for every consecutive day of coverage thereafter (beginning on the sixth consecutive day). If a building substitute is serving as a long-term substitute they will be required to grade.

NHCS will maintain a complement of two (2) full-time building substitutes at each campus as long as student enrollment remains at or above 750 students. In the event that student enrollment reaches 749 or fewer students, NHCS reserves the right to reevaluate the current allotment of building substitutes to ensure there are an appropriate number to meet operational needs at each campus, subject to the layoff procedure outlined in Article 7 of this Agreement .

5. Custodians/Facilities: Shall not be required to serve lunches. Custodians and facilities shall be provided with all protective equipment needed for cleaning and sanitizing the building.

Article 17
Personnel Records

1. The Employer shall maintain a current personnel record for every employee per M.G.L. c. 149 § 52C.
2. Employees shall have access to personnel records in accordance with M.G.L. c. 149 § 52C. All information in employees' personnel records will be treated as confidential. No employee's personnel records will be shared with any third party except with the prior authorization of the employee or if required by law. The employer, after receiving a written request from an employee, shall provide the employee with an opportunity to review such employee's personnel record within 5 business days of such request. The review shall take place at the School and during normal business hours. An employee shall be given a copy of the employee's personnel record within 5 business days of submission of a written request for such copy to the employer. The Employer shall not be required to allow an employee to review the employee's personnel record on more than 2 separate occasions in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be 1 of the 2 annually permitted reviews.
3. The Employer shall notify and provide a copy to an employee within 10 days of the Employer placing in the employee's personnel record any information

to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

4. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The provisions of this section shall not prohibit the removal of information contained in a personnel record upon mutual agreement of the employer and employee for any reason.

Article 18 **Evaluation**

All staff will be evaluated each year by the school principal or other administrator designated by the principal on factors which are job related.

1. The supervisor will meet with staff as soon as practicable, but in no event later than the first month of school, to review expectations.
2. When staff is observed and a reference is to be made in the evaluation, the supervisor will send the employee an email noting the observation.
3. By the last work day in February, there will be a Mandatory Mid-Year meeting, using the tool to share where the supervisor believes the employee is at that point during the school year.
4. A final evaluation will be given to the employee by the final day of the school year.
5. The staff's signature on the evaluation form will indicate that the staff and the evaluator have discussed the evaluation. The staff's signature does not necessarily indicate agreement with the evaluation. The staff may respond in writing to the evaluation within one week of receipt of the evaluation; such response will be attached to the final evaluation.

Article 19 **Shared Decision Making**

1. Consultation

The parties will schedule one meeting per month from September through June. The participants in the meeting shall be limited to the Executive Director and Union representatives. If a Union representative other than a building representative attends the meeting, the School reserves the right

to have an additional administrator and/or School counsel present. These meetings shall be inclusive of the Faculty Senate meetings discussed below between the co-chairs and the Executive Director.

2. Instructional Leadership Team

An Instructional Leadership Team (ILT) shall be established at each school and shall be representative body of the professional staff at the school. It shall be composed of administrators and educators from the various grade levels, disciplines, and programs of the school. The ILT shall meet regularly and staff shall have the opportunity to propose agenda items in advance of meetings.

Employees may apply to be on the ILT and shall be selected by the Principal, or their designee. Each Principal shall communicate the process of applying to staff, including a description of the role.

The ILT shall serve as an advisory board to the Principal/Executive Director on issues related to teaching, learning, assessment and professional development. The ILT develops and implements the instructional vision and plan for the school in collaboration with the school-based leadership team. As such, the ILT will be responsible for developing and implementing the professional development plan for NHCS in alignment with the strategic improvement plan and tier-focused monitoring reports from DESE.

At the close of every school year, the ILT will engage in a comprehensive end of year data review, including academic, climate/culture, and professional learning data. Through this process, the ILT shall review feedback from staff, parents, and the school community and reflect on the effectiveness of existing school policies and practices and make recommendations for purposeful revisions to our annual strategic improvement plan and goals that in turn are submitted to DESE. This data will be shared with the Family Council.

Any recommendation of the ILT that alters the strategic improvement plan or may have a major effect on the school community and which is supported by the Executive Director shall be subject to the approval of the Board of Trustees before being implemented. School leaders will share the school-based priorities with employees before the start of the school year.

3. Faculty Senate

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day. Faculty Senates will be recognized by the administration as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy. The Faculty Senates may invite the Executive Director and/or Principal to their meetings. Up to two cochairs, elected from the bargaining units by the members of the bargaining units, shall set the agenda and lead these meetings. The co-chairs shall meet with the Executive Director at least once a quarter.

4. **Training**

To succeed in developing effective and collaborative working relationships, members of any shared decision-making group (as described above) will receive onboarding in advance of their first meeting in order to facilitate their effective participation. Skills needed include consensus building, teamwork, conflict resolution, effective meeting skills, active listening, new models of learning, teaching, and so on.

Article 20 **Reimbursement**

1. **Mileage.** With prior approval, employees who use their own vehicle for Employer business during the workday shall be reimbursed for mileage at the current IRS mileage rate. Employees will be reimbursed after submission of a Staff Reimbursement form.
2. **Travel Expenses.** Subject to prior approval of the Executive Director or their designee, bargaining unit members traveling out of town for Neighborhood House School business shall be reimbursed for approved travel, food, and lodging expenses.

Article 21 **Subcontracting**

There shall be no subcontracting of any bargaining unit work, except as described below:

If Neighborhood is not able to fill a vacancy, on an emergency temporary basis, it may subcontract work for up to six months. Neighborhood will continue to post and make every effort to recruit applicants for the open position, regardless of whether the work has been subcontracted. In the event that Neighborhood cannot fill the vacancy during those six months, the subcontracted worker shall be offered a position in the bargaining unit, unless the subcontracted worker is prohibited from doing so pursuant to the terms of Neighborhood's contract with their sending agency. If such action is prohibited by the sending agency, and NHCS is unable to fill the position via other channels, subcontracting may continue for one additional six-month period. After the completion of one year of subcontracting, the parties shall meet to negotiate a resolution.

The Employer may continue to subcontract after hours facilities work as exists as of the execution of this Agreement.

Article 22 **Professional Development**

The parties to this Agreement recognize that in order for NHCS to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, ongoing program of professional growth and development.

1. Staff who wish to lead professional development may submit a proposal that includes desired outcomes, proposed sequence of tasks, and evidence of clear and intentional alignment with NHCS's annual strategic improvement plan submitted to DESE for approval by the ILT.
2. **Professional Development Release Days**
 - A. **Employer-Directed:** If an educator is directed to attend a conference or professional development opportunity, either as a component of their improvement plan or something directly related to their roles and responsibilities, or required as part of their licensure, then NHCS will provide paid release time and reimburse them for the cost of attendance.
 - B. **Employee-Directed:** Staff shall be provided up to three (3) days for release time to attend professional development. The School Leader will review these proposals and make determinations on a case-by-case basis depending on individual, operation, and budgetary needs, in accordance with the Professional Development policy in the NHCS Operations Handbook. Approval may not be unreasonably denied. Any employee who believes their request has been improperly denied should report their concerns to the Director of Talent & Human Resources, or any other member of Leadership with whom they feel comfortable who will then communicate these concerns to the Director of Talent & Human Resources. If an employee believes their request has been improperly denied by the Director of Talent & Human Resources, they should report their concerns to the Executive Director, or any other administrator with whom they feel comfortable who will then communicate these concerns to the Executive Director. Approved professional development release days shall be paid.
3. **External Professional Development.** An employee enrolled in a college or university course which is related to their work at the School may request to leave campus as early as necessary to arrive at their class on time, for up to two nights each week, during the college semester. The Executive Director, or their designee, will approve requests to leave early on a case-by-case basis based on operational and educational needs. The employee shall provide the Employer with proof of enrollment. The employee shall not in any way be penalized for this time nor shall they be required to make up this release time. Requests to leave early shall not be unreasonably denied.
4. **Professional Development Fund.** NHCS shall allocate not less than \$25,000 per year into the annual operating budget for employees to attend professional development. These professional development funds will be

allocated and distributed in accordance with the Professional Development policy in the NHCS Operations Handbook, which details the eligible professional development opportunities, application process, and criteria for approval.

5. **End of Cycle Grading and Reports.** On early dismissal days (professional development days) immediately prior to grades being due for progress reports or report cards, IEP and special education reports staff shall have all of their professional development time be self-directed in order to enter grades reports, or special education documents. Exceptions may be made in exigent circumstances (i.e. an emergency deadline from DESE is approaching) at the discretion of the Executive Director, but reasonable efforts will be made to avoid such conflicts.

Article 23 **Non-Discrimination**

1. The School provides equal employment opportunities to all employees without regard to race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), gender identity, sexual orientation, national origin, ancestry, age (40 and over), physical or mental disability, genetic information (including testing and characteristics), military service or veteran status, citizenship status, union activity, non-union activity, or any other classification protected by applicable local, state, and federal law.
2. The School does not tolerate harassment, discrimination, or retaliation of any kind, including, but not limited to, on the basis of the protected classes set forth in section 1 above. Any employee who believes they have been discriminated against should report their concerns to the Director of Talent & Human Resources, or any other member of Leadership with whom they feel comfortable who will then communicate these concerns to the Director of Talent & Human Resources. If an employee believes they have been discriminated against and the incident involves the Director of Talent & Human Resources, they should report their concerns to the Executive Director, or any other administrator with whom they feel comfortable who will then communicate these concerns to the Executive Director.
3. Union agrees that it will not pursue any grievance or arbitration for a member if said member has filed a claim of discrimination at the MCAD or court of competent jurisdiction. The Union agrees that if it is pursuing a grievance or arbitration for a member and the member files a claim of discrimination at the MCAD or court of competent jurisdiction, then the Union shall immediately withdraw the grievance or arbitration demand.

Article 24 **Vacancies/Reassignments**

Vacancies

1. Upon knowledge of vacancies and for all vacant positions, the Employer shall advertise vacant positions internally and shall notify all staff via email a list of vacancies as they become available. The list shall contain:
 - A. A closing date, which is at least ten (10) working days following the posting date;
 - B. A job description
 - C. Minimum qualifications necessary to meet the requirements of the position
2. Vacancies shall be posted simultaneously (i.e. internally and externally).
3. Any vacancies that may arise during summer recess or a period of leave will be promptly posted on the NHCS website. NHCS shall also email unit members to their school email addresses.
4. Vacancies shall be filled as follows:
 - A. Internal candidates and external candidates shall be evaluated using the same criteria and process, with the exception that hiring teams may opt to waive a phone/Zoom screening interview and campus tour for internal candidates.
 - B. The most qualified candidate for the position shall be offered the position. If an internal and external candidate are equally qualified for a position, the internal candidate shall be offered the position first.
 - C. If two internal candidates are the most and equally qualified, the employee with greater seniority within the job classification shall be offered the position.
5. If an internal candidate is denied, the unit member shall be granted a meeting with the hiring team leader who denied the request to receive feedback about the hiring process. The parties agree that this provision is not subject to the Grievance and Arbitration Article.
6. Interview panels:
 - A. No fewer than two unit members shall be invited to serve on any interview panel.

Involuntary Transfers/Reassignments

1. The Employer may make non-disciplinary involuntary transfers or reassignments of a unit member or members due to changes in enrollment or programmatic changes as follows:
 - A. The Employer shall meet with the union prior to making a decision to make involuntary transfers or reassignments.

- B. The Employer shall determine positions needed by school, department and/or content area.
 - C. The Employer will try to fill the positions needed through volunteers, subject to management's approval.
 - D. The Employer shall only involuntarily transfer or reassign a unit member or members if the positions cannot be filled by volunteers and such involuntary transfers or reassignments shall be made in reverse seniority order, subject to licensure and other qualifications.
2. Involuntary transfers or reassignments for disciplinary reasons may only be for just cause.

Article 25
Medical Escorts

In exigent circumstances where staff escort a student during a medical emergency situation to a hospital or like facility, they shall be reimbursed for time beyond normal contract hours at the facility at the contractual hourly rate. Staff shall communicate with administration regarding the situation as soon as practicable given the particular emergency circumstances. Staff shall also be reimbursed for transportation back to the school or their home, whichever is preferable to the staff.

Article 26
Stability of Agreement

1. No alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless mutually made and executed in writing by the parties.
2. The failure of the Employer or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or conditions, and the obligations of the Employer and the Union to such future performance will continue in full force and effect.

Article 27
Savings Clause

If any Article, section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section or provision should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect. Within forty-five (45) calendar days of the invalidation, either party may request to bargain in good faith over the invalidated Article or section.

Article 28
Employee Handbook

The Employer will publish and furnish to each employee an employee handbook containing policies and practices for which handbook each employee shall sign an acknowledgment of receipt. Bargaining unit members shall be subject to all provisions of the employee handbook unless a handbook provision conflicts with the specific terms of this Agreement, in which case the terms of this Agreement shall govern. Any change to terms and conditions of employment contained in the employee handbook that are applicable to bargaining unit members will be subject to any negotiations with the Union prior to implementation.

Article 29
No-Strike

The Union and NHCS agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union shall not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

Article 30
Seniority

1. Seniority shall be defined as an employee's continuous length of service to be calculated in years, months and days working in a position in this bargaining unit at Neighborhood House Charter School.
2. For bargaining unit members hired prior to the start of the 2025-2026 school year, seniority starts on their first paid work day as an employee of NHCS, regardless of an earlier offer or acceptance date. For bargaining unit members hired after the start of the 2025-2026 school year, seniority starts on their first paid workday as an employee of NHCS in this bargaining unit, regardless of an earlier offer or acceptance date. In the event multiple employees have the same start date, the employees will be provided seniority order from the date of their hire letters. If two or more such employees have the same date of hire letter, a coin toss shall determine the order of their seniority dates.
3. Seniority will not continue to accumulate during the period in which an employee is in laid-off status or on an unpaid leave of absence. An employee will suffer no loss of seniority when on an approved paid leave of absence. An Employee who has lost seniority as the result in a break in service of two or fewer years shall have their seniority (for time worked) fully restored upon completion of one hundred (120) days of work following their return to a bargaining unit position.

Article 31
Leadership Opportunities

1. Team/Grade Level Lead

- A. Employees may apply to be considered for advancement to the rank of Team/Grade Level Lead. The Team/Grade Level Lead shall be selected based on their proven record of excellence in teaching, excellent classroom management, excellent interpersonal skills as recognized by members of the leadership team and the staff of that school in which the educator is housed, and their academic area (to ensure balanced subject representation across grades). The candidate for Team/Grade Level Lead must be ready to assume the responsibilities of that position.
- B. The duties of each specific Team/Grade Level Lead position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments. The following are examples of the duties anticipated for Team/Grade Level Lead:
 - i. Facilitate grade level meetings;
 - ii. Meet regularly (weekly or bi-weekly) with school leadership;
 - iii. Advise and support grade level team members;
 - iv. Represent the grade at ILT meetings (for QSC only beginning 7/1/2026); Coordinate with leadership and other grade level members to develop and implement grade-wide policies;
 - v. Coordinate with SST for tiers of intervention for students and support implementation of the RTI process;
 - vi. Plan field trips and other grade level events;
 - vii. Collaborate with staff to drive positive school culture.
- C. The assignment of an employee to the position of Team/Grade Level Lead shall be for one year, and may be renewed at the School's discretion. If a Team/Grade Level Lead chooses not to continue in the role, the position shall be posted internally.
- D. Team/Grade Level Leads shall be paid a stipend of \$2,000 annually. The stipend shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term.

2. New Employee Mentor

- A. Employees may apply to be considered for the position of New Employee Mentor.
- B. The duties of each specific New Employee Mentor position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments. New Employees Mentors shall meet with their mentee once a week from September through February break, and then shall meet every other week for the remainder of the

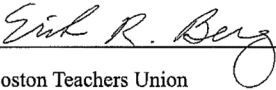
academic year. Mentors shall keep a log of each meeting, including agenda items, and submit the log to the mentee's direct supervisor and the Director of Talent and Human Resources.

- C. If the New Employee Mentor is assigned training, they shall receive the training during professional development or be compensated at the hourly rate.
- D. The assignment of an employee to the position of New Employee Mentor shall be for one year, and may be renewed at the School's discretion. If a New Employee Mentor chooses not to continue in the role, the position shall be posted internally.
- E. New Employee Mentors shall be paid a stipend of \$850 annually if they mentor one employee and \$1,250 annually if they mentor two employees. Stipends shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term. A New Employee Mentor shall be assigned a maximum of two mentees.

3. Department Chair

- A. Employees may elect to be considered for the advancement to the rank of Department Chair. The Department Chair shall be selected based on their proven record of excellence in teaching, excellent classroom management and excellent interpersonal skills as recognized by members of the leadership team and the staff of that school in which the educator is housed. The candidate for Department Chair must be ready to assume the responsibilities of that position.
- B. There shall be a department chair for each of the following content areas: ELA, Math, Science, Social Studies, Specials.
- C. The duties of each specific Department Chair position will be described on the position announcement and posted in accordance with Article 24, Vacancies and Reassignments. The following are examples of the duties anticipated for Department Chair:
 - i. Prepare for and attend ILT meetings;
 - ii. Inventory, order, and organize supplies for department;
 - iii. Host department meetings bi-monthly (or as needed);
 - iv. Organize departmental initiatives and events;
 - v. Support facilitation of professional development sessions;
 - vi. Prepare for MCAS (where applicable) and facilitate Benchmark Assessments.
- D. The assignment of an employee to the position of Department Chair shall be for one year, and may be renewed at the School's discretion. If a Department Chair chooses not to continue in the role, the position shall be posted internally.

E. Department Chairs shall be paid a stipend of \$2,000 annually. The stipend shall be payable in two installments in January and June, and shall be prorated if the position is relinquished before the end of the term.


Boston Teachers Union


Neighborhood House Charter School

Appendix A
Salary Scales

FY 26 (Retroactive to 10/24/2025)

Step	Op I- hourly	Op I (dining, css)	Op II- hourly	Op II (front office)	Op III- hourly	Op III (facilities)
1	\$23.34	\$48,547	\$25.89	\$53,851	\$26.23	\$54,558
2	\$24.04	\$50,003	\$26.66	\$55,453	\$27.01	\$56,181
3	\$24.76	\$51,501	\$27.46	\$57,117	\$27.82	\$57,866
4	\$25.50	\$53,040	\$28.29	\$58,843	\$28.66	\$59,613
5	\$26.27	\$54,642	\$29.14	\$60,611	\$29.52	\$61,402
6	\$27.06	\$56,285	\$30.01	\$62,421	\$30.40	\$63,232
7	\$27.87	\$57,970	\$30.91	\$64,293	\$31.31	\$65,125
8	\$28.71	\$59,717	\$31.84	\$66,227	\$32.25	\$67,080

Step	Child Care Hourly	Child Care	Stud Spt Aide/Para- Hourly	Stud Spt Aide/Para	RBT Para- Hourly	RBT Para	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists
1	\$21.63	\$45,000	\$24.04	\$50,004	\$26.00	\$54,080	\$25.00	\$52,000
2	\$22.28	\$46,350	\$24.76	\$51,503	\$26.78	\$55,702	\$25.75	\$53,560
3	\$22.95	\$47,741	\$25.50	\$53,046	\$27.58	\$57,366	\$26.52	\$55,167
4	\$23.64	\$49,173	\$26.27	\$54,631	\$28.41	\$59,093	\$27.32	\$56,822
5	\$24.35	\$50,648	\$27.06	\$56,281	\$29.26	\$60,861	\$28.14	\$58,526
6	\$25.08	\$52,167	\$27.87	\$57,973	\$30.14	\$62,691	\$28.98	\$60,282
7	\$25.83	\$53,732	\$28.71	\$59,709	\$31.01	\$64,563	\$29.85	\$62,091
8	\$26.61	\$55,344	\$29.57	\$61,508	\$31.97	\$66,498	\$30.75	\$63,953

FY 27 (1%)

Step	Op I- hourly	Op I (dining, css)	Op II- hourly	Op II (front office)	Op III- hourly	Op III (facilities)
1	\$23.57	\$49,032.47	\$26.15	\$54,389.51	\$26.49	\$55,103.58
2	\$24.28	\$50,503.03	\$26.93	\$56,007.53	\$27.28	\$56,742.81
3	\$25.01	\$52,016.01	\$27.73	\$57,688.17	\$28.10	\$58,444.66
4	\$25.76	\$53,570.40	\$28.57	\$59,431.43	\$28.95	\$60,209.13
5	\$26.53	\$55,188.42	\$29.43	\$61,217.11	\$29.82	\$62,016.02
6	\$27.33	\$56,847.85	\$30.31	\$63,045.21	\$30.70	\$63,864.32
7	\$28.15	\$58,549.70	\$31.22	\$64,935.93	\$31.62	\$65,776.25
8	\$29.00	\$60,314.17	\$32.16	\$66,889.27	\$32.57	\$67,750.80

Step	Child Care Hourly	Child Care	Stud Spt Aide/Para- Hourly	Stud Spt Aide/Para	RBT Para- Hourly	RBT Para	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists
1	\$21.85	\$45,450.00	\$24.28	\$50,504.04	\$26.26	\$54,620.80	\$25.25	\$52,520.00
2	\$22.50	\$46,813.50	\$25.01	\$52,018.03	\$27.05	\$56,259.02	\$26.01	\$54,100.80
3	\$23.18	\$48,218.41	\$25.76	\$53,576.46	\$27.86	\$57,939.66	\$26.79	\$55,723.20
4	\$23.88	\$49,664.73	\$26.53	\$55,177.31	\$28.69	\$59,683.93	\$27.59	\$57,387.20
5	\$24.59	\$51,154.48	\$27.33	\$56,843.81	\$29.55	\$61,469.61	\$28.42	\$59,113.60
6	\$25.33	\$52,688.67	\$28.15	\$58,552.73	\$30.44	\$63,317.91	\$29.27	\$60,881.60
7	\$26.09	\$54,269.32	\$29.00	\$60,306.09	\$31.32	\$65,208.63	\$30.15	\$62,712.00
8	\$26.88	\$55,897.44	\$29.87	\$62,123.08	\$32.29	\$67,162.98	\$31.06	\$64,604.80

FY 28 (1%)

Step	Op I- hourly	Op I (dining, css)	Op II- hourly	Op II (front office)	Op III- hourly	Op III (facilities)
1	\$23.81	\$49,522.79	\$26.41	\$54,933.41	\$26.76	\$55,654.62
2	\$24.52	\$51,008.06	\$27.20	\$56,567.61	\$27.55	\$57,310.24
3	\$25.26	\$52,536.17	\$28.01	\$58,265.05	\$28.38	\$59,029.11
4	\$26.01	\$54,106.10	\$28.86	\$60,025.74	\$29.24	\$60,811.22
5	\$26.80	\$55,740.30	\$29.73	\$61,829.28	\$30.11	\$62,636.18
6	\$27.60	\$57,416.33	\$30.61	\$63,675.66	\$31.01	\$64,502.96
7	\$28.43	\$59,135.20	\$31.53	\$65,585.29	\$31.94	\$66,434.01
8	\$29.29	\$60,917.31	\$32.48	\$67,558.16	\$32.90	\$68,428.31

Step	Child Care Hourly	Child Care	Stud Spt Aide/Para- Hourly	Stud Spt Aide/Para	RBT Para- Hourly	RBT Para	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists	Coordinators, building subs, asst teachers, fellows- hourly, Student support specialists
1	\$22.06	\$45,904.50	\$24.52	\$51,009.08	\$26.52	\$55,167.01	\$25.50	\$53,045.20
2	\$22.73	\$47,281.64	\$25.26	\$52,538.21	\$27.32	\$56,821.61	\$26.27	\$54,636.56
3	\$23.41	\$48,700.59	\$26.01	\$54,112.22	\$28.13	\$58,519.06	\$27.05	\$56,275.86
4	\$24.12	\$50,161.38	\$26.80	\$55,729.08	\$28.98	\$60,280.77	\$27.87	\$57,964.12
5	\$24.84	\$51,666.02	\$27.60	\$57,412.25	\$29.85	\$62,084.31	\$28.71	\$59,702.37
6	\$25.58	\$53,215.56	\$28.43	\$59,138.26	\$30.75	\$63,951.09	\$29.56	\$61,493.67
7	\$26.35	\$54,812.01	\$29.29	\$60,909.15	\$31.63	\$65,860.72	\$30.45	\$63,339.03
8	\$27.14	\$56,456.41	\$30.16	\$62,744.31	\$32.61	\$67,834.61	\$31.37	\$65,238.46

Appendix B **Work Credit Compensation Chart**

Newly hired staff shall be credited for previous work experience in accordance with the following schedule:

1:1 ratio for years of experience employed at NHCS in a similar scope of work (e.g. from para-educator to teaching assistant; but not from dining services to para-educator).

1:1 ratio for directly relevant experience;

0.5:1 ratio for indirectly relevant experience.

Bargaining unit members who are moving to another bargaining unit position shall be placed in the appropriate lane and on the next highest step to ensure they do not receive a pay decrease.

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Respect for our profession and members.

A strong, unified union means better learning conditions for our students, sustainable teaching and retirement conditions, and a powerful voice for public school educators.

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